

**Notice Inviting Expression of Interest for
Empanelment of Event Management Agencies (EMA)**



EMPANELMENT OF EVENT MANAGEMENT AGENCIES

**DEPARTMENT OF SPORTS AND YOUTH AFFAIRS
GOVERNMENT OF MEGHALAYA**

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Invitation for Expression of Interest

Expression of Interests (EOI) are invited from reputed Event Management Agencies desirous of associating with Department of Sports and Youth Affairs, Government of Meghalaya for management of events.

The EOI document containing the details of qualification criteria, submission requirement, brief objective & scope of work can be downloaded from the website megsports.gov.in Eligible agencies/organizations may submit their responses in the prescribed format to Department of Sports and Youth Affairs, Shillong as per date and time mentioned in data sheet.

Department of Sports and Youth Affairs reserves the right to reject or accept all or any of the EOIs or to hold, modify, withdraw or cancel the process or terminate the empaneled agency without assigning any reasons whatsoever. Department of Sports and Youth Affairs may terminate the EOI process at any time and without assigning any reason. Department of Sports and Youth Affairs makes no commitments, express or implied, that this process will result in a business transaction with anyone. This EOI does not constitute an offer by Department of Sports and Youth Affairs.



Director,
Directorate of Sports and Youth Affairs,
Meghalaya

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1. Introduction and Background

The Department of Sports and Youth Affairs (DSYA) is the apex body in Meghalaya that governs the policies, administration, and activities of sports development and youth centric activities in the State. Department of Sports and Youth Affairs promotes and develops sports activities in line with the Sports Policy and Sports Action Plan of the state and has hosted various events such as the Meghalaya Games, Megha Kayak Fest, 133rd Durand Cup, Sohra International Half Marathon (3 editions), ICF World Cup National Qualifiers. , AFC Cup Qualifier – India vs Bangladesh, 83rd National Table Tennis Championship 2022, NTPC Archery National Ranking Tournament, 7th National Elite Men's Boxing Championships, Indian Super League matches, 2nd North East Olympic Games, Senior Nationals North East Zonal Basketball Championship etc

As part of the continued effort towards sports development in the State, Department of Sports and Youth Affairs intends to empanel experienced event management agencies for various events organized by the Department of Sports and Youth Affairs.

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2. Data Sheet

| S. No. | Activity | Description |
|-----------------------------|-------------------------------|---|
| General | | |
| 1 | Assignment Name | Empanelment of Event Management Agencies |
| 2 | Client Name | Directorate of Sports and Youth Affairs, Government of Meghalaya |
| 3 | Nodal Officer Contact Details | <p>Shri. Dikki D. Shira, Director, Department of Sports and Youth Affairs</p> <p>e-mail: dsyamegh@gmail.com</p> <p>Address: Office of the Director, Directorate of Sports and Youth Affairs, J.N. Stadium Complex, Shillong - 793001</p> |
| Proposal Preparation | | |
| 5 | Language | All Proposals shall be submitted in English. All related correspondence shall be in English. |
| 6 | Technical Proposal | <p>Sealed Envelope with the Proposal:</p> <ul style="list-style-type: none"> • Annexure – A: Proposal Submission Letter • Annexure – B: Format for Power of Attorney (For Single Bidder) • Annexure – C: Conditions of Consortium • Annexure – D: Power of Attorney (for Lead Member of Consortium) • Annexure – E: Joint Bidding Agreement • Annexure – F: Particulars of the Bidder • Annexure – G: Certificate of Turnover • Annexure – H: Experience • Annexure – I: Non-Blacklisting Self Certification • Declaration as per Clause 4.3.ii (if applicable) • Proposal Processing Fee • Earnest Money Deposit <p>Note: Annexures D, and E must be attached in case of a consortium.</p> |

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| S. No. | Activity | Description |
|--|---|--|
| 8 | Proposal Processing Fee | 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 Proposal Processing Fee shall be submitted along with the 1st Inner Envelope of the Technical Proposal |
| 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 | 180 Days (maybe extended upon mutual consent) |
| 11 | Clarifications | Clarifications may be requested no later than 24 hrs prior to the date of Pre-Bid Meeting in writing by email only. All Clarifications must be requested on mail to: dsyamegh@gmail.com |
| Submission, Opening, and Evaluation | | |
| 12 | Date of EOI Publication | 16 th May, 2025 |
| 13 | Submission | The Bidder must submit in One sealed Envelope: (a) Sealed Envelope of Technical Proposal clearly citing the Category _____ (as per clause 3 and 6.6 of the Eoi): One (1) original, and one (1) copy The Submission must be provided in Hard Copy and e-mailed to dsyamegh@gmail.com by 2nd June, 2025 15:00 hrs. |
| 14 | Date and Details of Pre-Bid Meeting | Pre-Bid Meeting for Empanelment of EMA Wednesday, May 21 · 12:00 – 1:00pm Google Meet joining info Video call link: https://meet.google.com/pkb-vvjt-mym |
| 15 | Proposal Due Date | 2nd June, 2025 15:00 hrs. |
| 16 | Opening of Technical Proposal | 3 rd June, 2025 |
| 17 | Date and Time of Technical Presentation | The qualified bidders will be notified via email. Please ensure all details are prepared in advance, as the bidder may be asked to be available for the presentation within less than 6 hours. |
| 18 | Time Period of Empanelment | The Empanelment shall be valid for 02 (two) years from the date of empanelment. The same may be extended for |

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| S. No. | Activity | Description |
|--------|----------|---|
| | | 01 (one) more year upon mutual agreement and satisfactory performance by the agency. |

3. Scope of work

DSYA intends to empanel capable Event Management Agencies who shall be responsible for organizing and managing events from conception to completion stage. The scale of the events would be similar to but not exactly as follows:

| Category | Description |
|-------------------|---|
| Category A | Scale of Events/Activations – International/ National level event involving more than 10,000 Participants approximately. Eg: Mega Sports Events, Stadium Launch Events, Mass Participation Activations, etc. |
| Category B | Scale of Events/Activations – State/District level event, involving less than 10,000 Participants approximately. Eg: Felicitation Events, Small-Infrastructure Openings, State Initiative Launches, Cultural Events, Open-to-Public On-ground Activations, Stakeholder Workshops, Hosting of Dignitaries, etc. |

Scope of Work across all Categories (where relevant):

- a. Conceptualization, planning, and implementation of theme, logistics, and activities for event/activation, opening/closing ceremonies.
- b. Sourcing, appointing, directing, and management of performers, and staff for technical, logistical, and creative elements of the event/activation
- c. Liaison with relevant authorities for effective venue management, permissions, planning, coordination, and execution.
- d. Liaison with State police and security authorities for all verifications, and compliance with security protocols.
- e. Planning, provisioning and management of catering services, crowd control/security, and media for the event/activation
- f. VIP management protocols and coordination with the Department to ensure smooth hosting of their travel, stay, and catering during the event/activation.
- g. Supply of felicitation gifts/flowers, etc. where relevant, as well as miscellaneous material for the event/activation.
- h. Designing, printing, and installation of branding of the venue and the surrounding area (as assigned by the Department, depending on the event/activation)

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- i. Designing, printing, and distribution of relevant material for promotions, invites, Dummy Cheques, Booklets, etc.
- j. Provision, management and installation and set-up of technical/creative/infrastructural elements where relevant such as overlays, lighting, sound setup, TV screens, gensets/power backup, and stage/trusses etc.
- k. Organisation of cultural show/concert/fireworks/drone shows (where relevant) including deployment of Emcee(s)
- l. Set up of Bio-Toilets and other sanitation systems, cleaning and waste management, and post event Clean up and venue handover.
- m. Documentation of event/activation with pictures, videos, and interviews/bytes from VIPs.
- n. Maintenance of delivery receipts, inventory records, movement of equipment, furniture fittings and equipment (FFE), and any other item for the successful delivery of the event/activation, to record all operations and activities with relevant photo/documentary evidence for validation of works, goods, and services by the nodal officer appointed/nominated by the Department.
- o. Creation and submission of post project report highlighting the activities conducted along with Pictures/Videos of the event/activation.
- p. Mobilisation and deployment of workforce as per the requirement of the event(s)/activation(s)
- q. The agency must be able to provide event management services across the entire state of Meghalaya.**
- r. Any other related services on mutually agreed terms.

Note:

- 1. While the above-mentioned activities are to give an idea on the nature and type of work involved however, there can be any additional activities of similar nature, which the empanelled firms/companies would be required to undertake, based on the requirements from time to time. The agency must be capable of undertaking such responsibilities at short notice.
- 2. The allocation of work post empanelment amongst the category wise empanelled bidders shall be done by floating a limited tender enquiry/ request for quotation for each category, as per requirement and is at the sole discretion of DSYA (refer clause 6.6).**
- 3. The quality of the services is extremely critical and as part of the proposal the bidder/proposer should demonstrate core competencies/strengths on the above key aspects including adherence to quality and timely execution.

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4. Pre - Qualification Criteria (Category A and Category B)

| S. No. | Criteria | Required Documentation |
|--------|--|---|
| 1 | Proposal submission letter on letter head of bidder | As per Annexure A |
| 2 | <p>The Agency must be incorporated & registered in India, under the Indian Companies Act / Partnership Act /LLP Act/Societies Registration Act / Trust Act / any other Act in</p> <p>In case of Consortium, all the member firms shall be a registered company or firm in India registered under the relevant provisions/acts in India</p> | Certificate of Registration/ Incorporation(s) |
| 3 | <p>i. The bidder must have operational office at Meghalaya</p> <p>OR</p> <p>ii. The bidder should set up an operational office at Meghalaya within 30 days from the date of opening of technical proposal.</p> | <p>i. In case of 3.i. - Valid work license/permit to work in the state of Meghalaya.</p> <p>ii. In case of 3.ii. – Self Declaration on letterhead of the firm (with signature and stamp of authorized signatory) citing that the bidder would set up an operational office at Meghalaya within 30 days from the date of opening of technical proposal and submission of Valid work license/permit to work in the state of Meghalaya within 30 days from the date of opening of technical proposal. Failure to comply would lead to disqualification from the empanelment process.</p> |
| 4 | The Bidder (or lead firm/company for a consortium) must have minimum average annual turnover of at least Rs. 75 Lakhs in any three of the last 5 Financial Years (2019-20, 2020-21, 2021-22, 2022-23, 2023-24) | Certificate from Statutory Auditor/registered Chartered Account |
| 5 | Agency should not be blacklisted by Govt. of India, any State government and or by any of the Govt.'s organization/company/PSU. | An affidavit on Rs.100 stamp in this regard is to be provided by the agency as per annexed format |
| 6 | The Bidder (or any member of the Consortium) must have experience of providing Event Management services to at least 01 (one) event, | Work Completion Certificate |

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| | with a project value of at least Rs. 50 Lakhs (Rupees Fifty Lakhs only) | |
| 7 | Valid PAN and GST Registration Certificate (of all members in case of consortium) | Signed and stamped photocopy. |

Note:

1. Department of Sports and Youth Affairs will only engage with those bidders who meet the minimum eligibility criteria for further evaluation.
2. No Exemption in submission of EMD and Bid Processing Fee under any circumstances would be addressed.
3. Failure to comply with above conditions and document as per annexures may lead to disqualification.
4. All costs incurred by the agency in respect of submission of offer and presentation shall be borne by the agency concerned.
5. DSYA reserves the right to accept or reject any application, without assigning any reasons thereof.
6. EMD of the empanelled agencies will be retained as security deposit, bearing no interest, whereas the EMD of the agencies not empanelled shall be refunded on request after completion of selection process. Submission of proposal along with EMD and other details would mean the acceptance of the above conditions by the agency. Applications without EMD as prescribed above may lead to disqualification from the selection process.
7. Applications without Bid Processing Fee may lead to disqualification from the selection process.

5. Submission of EoI:

1. The bidders are required to submit the documents as per instructions given in data sheet above.
2. All documents should carry the stamp of the respective company and signature of the authorized person so as to certify that all enclosed document and information provided by agency stands corrected to the best of the knowledge of the agency.

(Note: All contents of the submissions should be clearly numbered, indexed and organized in logical sequence. It is important to ensure that the documents are securely hard/spiral bound.)

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6. Selection Process:

1. Agencies qualified in pre-qualification stage shall be called to make a presentation to the Committee.
2. The selection of the agencies shall be based on the following marking criteria.
3. Maximum of 05 (five) agencies **per Category** (Category A and Category B as per clause 3 of this EoI) scoring the highest marks based on the following marking criteria shall be shortlisted for empanelment. Please note that the total number of agencies to be empanelled may vary depending on the requirement and is at the sole discretion of DSYA.
4. **The allocation of work post empanelment amongst the category wise empanelled bidders shall be done by floating a limited tender enquiry/ request for quotation for each category, as per requirement and is at the sole discretion of DSYA.**
5. In case of tie, agency with the higher average annual turnover would be considered for empanelment or all the tied agencies may be considered for empanelment. The decision regarding the same is at the sole discretion of DSYA.
6. **Agencies can submit their proposals for ONLY ONE CATEGORY. That is to say, if an agency either as an individual bidder/JV/Consortium has submitted proposal to be empanelled under Category A then they are not allowed submit the same under Category B and vice versa either as an individual bidder/JV/Consortium). If an agency submits proposal for both categories (either as an individual bidder/JV/Consortium), the proposals of the said agencies shall be summarily disqualified.**

| Table No. 01 – Marking Criteria for Category A (>10,000 participants) | | | |
|---|--|-----------|--|
| Sl. No. | Criteria | Max Marks | Document/ Evidence Required |
| 1. | <p>Average annual turnover of at least Rs. 75 Lakhs in any three of the last 5 Financial Years (2019-20, 2020-21, 2021-22, 2022-23, 2023-24)</p> <ul style="list-style-type: none"> ○ Rs 75 lakhs to 1 crore – 15 marks ○ Above Rs 1 crore to 1.25 crore - 20 marks ○ More than Rs 1.25 crores - 25 marks | 25 | Certificate from Chartered Accountant - certificate as per format provided. |
| 2. | <p>Experience of providing event management services to a project of value of at least Rs 1 crore (Rupees One crore only)</p> <ul style="list-style-type: none"> ○ One assignment of value more 1 crore to | 25 | Completion certificate to be submitted clearly mentioning value of contract, details of work with time duration as per |

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| | | | |
|----|---|----|--|
| | <p>1.5 crore– 10 Marks</p> <ul style="list-style-type: none"> ○ One assignment of value more than 1.5 Crore to 2 crores – 15 Marks ○ One assignment of value more than 2 Crores to 2.5 Crores – 20 Marks ○ One assignment of value more than 2.5 Crores – 25 Marks <p>Only One (01) such assignment would be considered for marking in this criteria.</p> | | annexed format. Work order without completion certificate will not be considered. |
| 3. | <p>Experience of providing event management services to any Central/State Govt. body for a project of value of minimum Rs 2 crores (Rupees two crores only) – 10 marks</p> <p>Only One (01) such assignment would be considered for marking in this criteria.</p> | 10 | Completion certificate to be submitted clearly mentioning value of contract, details of work with time duration as per annexed format. Work order without completion certificate will not be considered. |
| 4. | <p>Experience of providing event management services in organizing sports event of contract value of minimum Rs 2 crores (Rupees two crores only) – 10 marks</p> <p>Only One (01) such assignment would be considered for marking in this criteria.</p> | 10 | Completion certificate to be submitted clearly mentioning value of contract, details of work with time duration as per annexed format. Work order without completion certificate will not be considered. |
| 5. | <p>Technical Presentation:</p> <p>The bidders shall make their presentation based on the following criteria. Artistic presentation of ideas and concepts to appeal to the audience will be appreciated.</p> <ul style="list-style-type: none"> ○ Agency background – 5 marks ○ Previous major projects handled and on-going projects, if any, for | 30 | Technical Presentation |

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| | Central/State/PSU clients, along with the financial details of the completed and on-going projects - 10 marks | | |
| | <ul style="list-style-type: none"> ○ Manpower Strength – 5 marks ○ Innovative Solutions – 5 marks ○ Local network for execution of the project – 5 marks | | |
| Total | | 100 | |
| Qualifying Marks | | 70 | |

| Table No. 02 – Marking Criteria for Category B (<10,000 participants) | | | |
|---|---|------------------|--|
| Sl. No. | Criteria | Max Marks | Document/ Evidence Required |
| 1. | <p>Average annual turnover of at least Rs. 75 Lakhs in any three of the last 5 Financial Years (2019-20, 2020-21, 2021-22, 2022-23, 2023-24)</p> <ul style="list-style-type: none"> ○ Rs 75 lakhs to 1 crore – 15 marks ○ Above Rs 1 crore to 1.25 crore - 20 marks ○ More than Rs 1.25 crores - 25 marks | 25 | Certificate from Chartered Accountant - certificate as per format provided. |
| 2. | <p>Experience of providing event management services to a project of value of at least Rs 50 lakhs (Rupees fifty lakhs only)</p> <ul style="list-style-type: none"> ○ One assignment of value more than 50 lakhs to 1 crore – 10 Marks ○ One assignment of value more than 1 Crore to 1.5 crores – 15 Marks ○ One assignment of value more than 1.5 Crores to 2 Crores – 20 Marks ○ One assignment of value more than 2 Crores – 25 Marks <p>Only One (01) such assignment would be considered for marking in this criteria.</p> | 25 | Completion certificate to be submitted clearly mentioning value of contract, details of work with time duration as per annexed format. Work order without completion certificate will not be considered. |

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| 3. | <p>Experience of providing event management services to any Central/State Govt. body for a project of value of minimum Rs 1 crore (Rupees one crore only)</p> <p>Only One (01) such assignment would be considered for marking in this criteria.</p> | 10 | Completion certificate to be submitted clearly mentioning value of contract, details of work with time duration as per annexed format. Work order without completion certificate will not be considered. |
| 4. | <p>Experience of providing event management services in organizing sports event of contract value of minimum Rs 1 crore (Rupees one crore only)</p> <p>Only One (01) such assignment would be considered for marking in this criteria.</p> | 10 | Completion certificate to be submitted clearly mentioning value of contract, details of work with time duration as per annexed format. Work order without completion certificate will not be considered. |
| 5. | <p>Technical Presentation:</p> <p>The bidders shall make their presentation based on the following criteria. Artistic presentation of ideas and concepts to appeal to the audience will be appreciated.</p> <ul style="list-style-type: none"> ○ Agency background – 5 marks ○ Previous major projects handled and on-going projects, if any, for Central/State/PSU clients, along with the financial details of the completed and on-going projects - 10 marks ○ Manpower Strength – 5 marks ○ Innovative Solutions – 5 marks ○ Local network for execution of the project – 5 marks | 30 | Technical Presentation |
| Total | | 100 | |
| Qualifying Marks | | 70 | |

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7. The date and time for technical presentation shall be intimated subsequently. Agencies would have to bear all related cost incurred by them during the process of evaluation and empanelment including but not limited to the expense for travel, documentation, postage/ courier, presentation etc.
8. DSYA reserves the right to reject any/all applications without assigning any reasons thereof. DSYA would not be responsible for the non-receipt of the offers within the stipulated time due to transit delays including delays in postal and courier agencies/ department. Claims for acceptance of the offer after the stipulated time will be subject to the decision of the Commissioner and Secretary, Department of Sports, Meghalaya.
9. Physical inspection of the local office and workshop may be undertaken if deemed necessary for the process of empanelment.
10. **The empanelment is subject to immediate termination if at any given point in time, the information provided by the agency is found contradicting, violating, or misleading the facts, the firm (or member firm in case of JV/Consortium) gets dissolved/bankrupt or any other reason as deemed fit by DSYA.**
11. The empanelled agency(s) shall have to provide the original artwork/CD/Positives, etc. in relation to the event(s). The same would be considered to be the property of DSYA. Further, the material developed by the agency will not be utilized by the agency without obtaining written permission of DSYA.
12. DSYA would not be responsible in any way for violation of copyright/ trademark/ intellectual property rights for the materials used by the agency from their stock/ sources.

Note:

1. The Department shall endeavour to respond to all queries deemed relevant by the Department authorities.
2. 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.
3. 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.
4. If an amended document/corrigendum is released after the submission of the proposal by

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a bidder, the bidder may submit a request to withdraw their original proposal and re-submit a fresh proposal before the date of opening of proposals.

5. The complete proposal shall be submitted to the Department by courier/speed post/hand delivery only at Directorate of Sports and Youth Affairs, Polo-Lawmali, Golf Links, Shillong, Meghalaya 793001 **and** e-mailed to dsyamegh@gmail.com . Any proposal received after the closing time for submission of proposals shall be rejected and returned unopened.

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Annexures

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**Annexure A
Proposal submission letter**

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

**Sub: Proposal for Empanelment of Event Management Agency (EMA) in _____ (write
Category A or Category B)**

Dear Ma'am,

1. With reference to the EOI 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 Empanelment of Event Management Agency (EMA). 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 EOI 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

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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 EOI. (A copy of Power of Attorney is enclosed)
9. In the event our firm is empanelled as the Agency for this project we shall comply with all rules put out under this EOI and any contract/work order assigned to us by the Department.
10. 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)

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**Annexure B
Format for Power of Attorney (In Case of Single Bidder)**

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 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 “Empanelment of Event Management Agency (EMA)” 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

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**Annexure C
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 F (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 in the format specified in annexure (the “Joint Bidding Agreement”), for the purpose of submitting a Bid. The Joint Bidding Agreement is 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.

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**Annexure – D
Power of Attorney (for Lead Member of Consortium)**

Whereas, The Department of Sports and Youth Affairs, Government of Meghalaya (“the Authority”) has invited proposals from interested parties for the “Empanelment of Event Management Agency (EMA)” (“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 Expression of Interest (EOI) 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, M/s. M/s. and (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 empanelled, 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 -----

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Executants) – To be executed by all members of the Consortium

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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*

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**Annexure – E
Joint Bidding Agreement**

(To be Executed on Stamp Paper of Appropriate Value)

This Joint Bidding Agreement is entered into on this day _____ of _____

AMONGST:

(Details of Each Party with Name, Incorporation, Registered Office, and “which expression shall unless repugnant to the context includes its successors and permitted assigns”)

WHEREAS:

- a. The Department of Sports and Youth Affairs, Government of Meghalaya, having its office at JNS Stadium, Polo Grounds, Shillong – 793001 (“The Authority, which expression shall unless repugnant to the context includes its successors and permitted assigns”) has invited proposals from interested parties for the “Empanelment of Event Management Agency (EMA)”
- 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 EOI document and other bid documents in respect of the Project, and
- c. It is a necessary condition under the EOI 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:

1) Definitions and Interpretations

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

2) Consortium

- 1.1 The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the Bidding Process for the Project.
- 1.2 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.

3) 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)

4) 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 EOI and the Agreement, till such time as the Project Completion is achieved under and in accordance

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with the Agreement.

5) 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.

6) 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.

7) 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.

(Signature of Lead Member with Name, Designation, and Address)

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(Signature of Other Consortium Members with Name, Designation, and Address)

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*

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Annexure F

**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) 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

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Annexure G

Certificate of Turnover

TO WHOMSOEVER IT MAY CONCERN

This is to certify that _____ (Name of the Company) is engaged in the business of Event Management and other allied activities related to Event Management Works. Turnover in last five financial years :

| Sr. No. | Financial Year | Amount in Rs. | Amount in Words |
|--|----------------|---------------|-----------------|
| 1 | 2019 – 20 | | |
| 2 | 2020 - 21 | | |
| 3 | 2021 - 22 | | |
| 4 | 2022 - 23 | | |
| 5 | 2023 - 24 | | |
| Average Turnover of any three of last five financial years _____, _____, _____ (years) | | | |

This is to certify that the above information has been examined by us based on relevant books of accounts and records available with us.

(SIGN AND STAMP OF THE CHARTERED ACCOUNTANT)

Name of Chartered Accountant:

Date:

UDIN:

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Annexure H

Experience

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 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 assignmentDescription of Actual Services provided by your staff Status of the assignment |

IMPORTANT:

- 2. Use separate sheet for each Eligible Project*
- 3. Please provide proof of eligible projects undertaken (copy of completion certificate from the client with contract value and scope of work mentioned). The submitted details MUST contain detail description of work (Scope of Work and TOR) carried out by the Bidder.*

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Annexure I

**Non-Blacklisting - On Stamp of Rs. 100/-
(for all the members in case of Consortium)**

NON-BLACKLISTING

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

.....
..... Name of
the Bidder

.....
..... Signature of the
Authorised Signatory

.....
..... Name of
the Authorised Signatory Place:

Date: _____

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**Annexure J
Draft form of Contract**

CONTRACT

for

Empanelment of Event Management Agencies (EMA)

Between

Department of Sports and Youth Affairs, Government of Meghalaya

And

XXXXXX

Dated: XX XXXXX 2025

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I. CONTRACT

This CONTRACT (hereinafter called the “Contract”) is made on XXXXXX 2025, between Department of Sports and Youth Affairs, DSYA (hereinafter called the “Employer”), of the First Part and, XXXXXXXXXXXXXXXX (hereinafter called the “Event Management Agency, EMA”) of the Second Part.

WHEREAS

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

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

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
- 2. The mutual rights and obligations of the “Employer” and the Agency shall be as set forth in the Contract, in particular:
 - (a) the Agency shall carry out and complete the Services in accordance with the provisions of the Contract; and
 - (b) the “Employer” shall make payments to the Agency in accordance with the provisions of the Contract.

Expression of Interest (EOI) Document, clarifications if any and financial proposal/ quotation shall form part of this contract agreement.

IN WITNESS WHEREOF, the Parties hereto have signed in their respective names as of the

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day and year first above written.

| | |
|---|---|
| For and on behalf of <u>DSYA</u> _____ | For and on behalf of XXXXXXXXXXXXXXXXX _____ |
|---|---|

Witness 1:

Witness 2:

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.
- (b) “AGENCY” means {Name of Agency} that will provide the Services to the “Employer” under the Contract.
- (c) “Contract” means the contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC).
- (d) “Day” means calendar day.
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) “Foreign Currency” means any currency other than the currency of the “Employer’s country.
- (g) “GC” means these General Conditions of Contract. (h) “Government” means the Government of Meghalaya (i) “Local Currency” means Indian Rupees.
- (j) “Party” means the “Employer” or the AGENCY, as the case may be, and “Parties” means both of them.

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- (k) “Personnel” means professional services provided by the Agency assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).
- (l) “Reimbursable expenses” means all assignment-related costs as admissible to be reimbursed [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
- (m) “SC” means the Special Conditions of Contract by which the GC as may be amended or supplemented with the approval of the parties.
- (n) “Services” means the work to be performed by the AGENCY. pursuant to this Contract, as described.
- (o) “Sub-AGENCYs” means any person or entity to whom/which the Agency subcontracts any part of the Services, with the approval of the Employer.
- (p) “Third Party” means any person or entity other than the “Employer”, or the AGENCY
- (q) “In writing” means communicated in written form.

1.2. Relationship Between the Parties

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

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

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

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- 1.3. Law Governing Contract:** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.
- 1.4. Headings:** The headings shall not limit, alter or affect the meaning of this Contract.
- 1.5. Notices**
- 1.5.1.** Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.
- 1.5.2.** A Party may change its address for notice, hereunder by giving the other Party sufficient time in notice in writing of such change to the address specified in the SC.
- 1.6. Location:** The Services shall be performed mostly in Meghalaya and where the location of a particular task is not so specified, at such locations, as the “Employer” may approve.
- 1.7. Authorized Representatives:** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “Employer” or the Agency may be taken or executed by the officials specified in the SC.
- 1.8. Taxes and Duties:** The AGENCY, shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.
- 1.9. Fraud and Corruption**
- 1.9.1. Definitions:** It is the Employer’s policy to require that Employer as well as Agency observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

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

1.10. Measures to be taken by the Employer

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

1.11. Commissions and Fees

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

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

- 2.2. Termination of Contract for Failure to Become Effective:** If this Contract has not become effective within such time period, after the date of the Contract signed by the Parties as specified in the SC, the Employer may, by not less than twenty-one (21) days written notice to the AGENCY, declare this Contract to be null and void, and in the event of such a declaration by the Employer, neither Party shall have any claim against the other Party with respect thereto.
- 2.3. Commencement of Services:** The Agency shall begin carrying out the Services not later than the number of days, after the Effective Date specified in the SC.
- 2.4. Expiration of Contract:** Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.5. Entire Agreement:** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.
- 2.6. Modifications or Variations:**
- a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposal for modification or variation made by the other Party.
 - b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.
- 2.7. Force Majeure**

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2.7.1. Definition

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

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

2.7.3. Measures to be Taken:

- a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

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- c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the AGENCY, upon instructions by the “Employer”, shall either:
 - (i) demobilize, or
 - (ii) continue with the Services to the extent possible, in which case the Agency shall continue to be paid proportionately and on prorated basis, under the terms of this Contract.
- e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8. Suspension

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

2.9. Termination

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

- a) If the Agency fails to respond to a notice of suspension pursuant to Clause GC 2.8 hereinabove.
- b) If the Agency becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.
- c) If the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- d) If the AGENCY, on due investigation and in the judgement of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e) If the Agency submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.
- f) If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.

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- g) If the Agency fails to provide the quality services as envisaged under this Contract. The Employer may review at its discretion if so decide to give one chance to the Agency to improve the quality of the services.
- h) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of event.
- i) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

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

2.9.2. By the AGENCY:

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

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

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

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

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

- a) If the Contract is terminated pursuant to Clause 2.9.1.1 (h), (i), remuneration pursuant to Clause GC 6.3 hereof for Services satisfactorily performed as per the agreed scope prior to the effective date of termination, and reimbursable expenditures for expenditures actually and reasonably incurred prior to the effective date of termination;
- b) If the agreement is terminated pursuant of Clause 2.9.1.1 (a) to (g), the Agency shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The AGENCY will be required to pay any such liquidated damages to client within 30 days of termination date.

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

3. OBLIGATIONS OF THE AGENCY

3.1. General

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

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

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

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

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

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

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

3.3. Confidentiality:

Except with the prior written consent of the “Employer”, the Agency and the Personnel shall not at any time communicate to any person or entity any

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confidential information acquired in the course of the Services, nor shall the Agency and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4. Intellectual Property Rights:

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

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

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

3.7. Accounting, Inspection and Auditing:

AGENCY agrees to keep full and proper records of all third-party invoices and travel expenses that support charges that have been billed to Employer pursuant to this Agreement (“Records”). Any such Records shall be kept for a period of not less than eighteen (18) months after the relevant transaction or, if the AGENCY/Employer relationship terminates or expires, eighteen (18) months after the effective date of the termination or expiration, whichever comes first. Upon ten (10) days prior notice to AGENCY, Employer or its authorized representatives will be entitled to have such Records examined during AGENCY’s normal business hours.

Under no circumstances will Employer have access to AGENCY’s general ledger information, Agency overhead or profitability data or to payroll, salary or bonus information, or timecards or other employee, personnel, and/or individual compensation records, or information indicating the date of payment by Agency of third-party invoices, or internal or external Agency correspondence or communications regarding the keeping of client’s records or regarding any other client audit.

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

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instructions. While in possession of such equipment, vehicles and materials, the AGENCY, unless otherwise instructed by the “Employer” in writing, shall insure them at the expense of the “Employer” in an amount equal to their full replacement value.

- 3.12. Equipment and Materials Provided by the AGENCYs:** Equipment or materials brought into the Government’s country by the Agency and the Personnel and used either for the Project or personal use shall remain the property of the Agency or the Personnel concerned, as applicable.

4. OBLIGATIONS OF THE “EMPLOYER”

- 4.1. Assistance and Exemptions:** Unless otherwise specified in the SC, the “Employer” shall use its best efforts to ensure that the Government shall:

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

- 4.2. Change in the Applicable Law Related to Taxes and Duties:** If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Agency for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Agency in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Agency under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

- 4.3. Services, Facilities and Property of the “Employer”:**

- (a) The “Employer” shall make available to the Agency and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property as described in the EOI.

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

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

5. PAYMENTS TO THE AGENCY

5.1. Total Cost of the Services

- (a) The total cost of the Services payable as per the AGENCY’s proposal/ quotation to the Employer and as negotiated thereafter.
- (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the negotiated amount.
- (c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Agency in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

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

5.3. Terms of Payment: The payments in respect of the Services shall be made as per limited tender enquiry/ request for proposal floated after the empanelment process.

5.4. AGENCY has to ensure that any additional work done by the Agency has to be approved by DSYA in writing, otherwise, it will not be considered for payments.

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

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6. FAIRNESS AND GOOD FAITH

- 6.1. Good Faith:** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- 6.2. Operation of the Contract:** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

7. SETTLEMENT OF DISPUTES

- 7.1. Amicable Settlement:** Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.
- 7.2. Arbitration:** In the case of dispute arising upon, in relation to, or in connection with the contract between the Employer and the AGENCY, which has not been settled amicably, any party can refer the dispute for Arbitration under The Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the AGENCY, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the

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appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Department of Sports and Youth Affairs. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

- 7.3. Arbitration proceedings shall be held in India at Shillong - Meghalaya and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- 7.4. The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the AGENCY. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

8. LIQUIDATED DAMAGES AND PENALTIES

- 8.1. The Employer shall retain by way of performance security (the “Performance Security”), 5% (five per cent) of all the amounts due and payable to the Agency, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified. The balance remaining out of the Performance Security shall be returned to the bidder at the end of 02 (two) months after the expiration of this Contract.
- 8.2. The Agency may, in lieu of retention of the amounts as referred to in Clause 8.1. above, furnish a Bank Guarantee of Nationalized or Scheduled Bank substantially in the form specified in Annexure K.
- 8.3. Agency hereby agrees that due to negligence of act of the AGENCY, if the “Employer” suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and Agency agrees to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

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- 8.4.** The amount of liquidated damages under this Contract shall not exceed 10% of the total value of the contract as specified in Appendix.
- 8.5.** The liquidated damages shall also be applicable under following circumstances:
- a) If the deliverables are not submitted as per schedule, the Agency shall be liable to pay 10% of the total cost of the services for delay of each week or part thereof.
 - b) If the deliverables are not acceptable to the Employer and defects are not rectified to the satisfaction of the Employer, the Agency shall be liable for Liquidated Damages for an amount equal to 10% of total cost of the services for every week or part thereof for the delay.
- 8.6.** Notwithstanding anything to the contrary in this Agreement, in no event shall either Party be liable, whether in contract or in tort or otherwise for special, punitive, indirect or consequential damages, including without limitation, loss of profits or revenue arising under or in connection with this Agreement.

9. MISCELLANEOUS PROVISIONS:

- (i) Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (ii) The Agency shall notify the Employer/ the Government of India of any material change in their status where such change would impact on performance of obligations under this Contract.
- (iii) Each member/constituent of the AGENCY, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- (iv) The Agency shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- (v) The Agency shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the AGENCY's) employees or agents or by any other third

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Party resulting from or by any action, omission or operation conducted by or on behalf of the AGENCY.

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

III. SPECIAL CONDITIONS OF CONTRACT

| SC Clause | Ref. of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|-----------|-------------------|--|
| 1 | 1.5 | <p>The are:</p> <p>addresses :</p> <p>Employer</p> <p>Attention :</p> <p>AGENCY :</p> <p>Attention :</p> <p>Telephone :</p> <p>Email :</p> |
| 2 | 1.5.2 | Any party may change the address for service of notice upon it, by a notice in writing one (1) week prior of such change to the other party. |

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|---|-----|--|
| 3 | 1.7 | The Authorized Representatives are: For the Employer: For the AGENCY: |
| 4 | 2.3 | Commencement of Services: |
| 5 | 2.4 | The time period shall be |
| 6 | 3.5 | Limitation of the AGENCYs' Liability towards the "Employer" In any event, the overall aggregate liability of the Agency in respect of all claims and liabilities arising under this Agreement shall be limited to one Quarter Fees payable to the Agency under this Agreement. |
| 7 | 3.6 | The risks and coverage shall be as follows: The Parties agree that the risks and coverages shall include but not be limited to the following; Professional liability insurance, with a minimum coverage equal to the total amount of the contract value except the out of pocket expenses. This liability shall be valid for a period of the two (2) years after completion of the services. |
| 8 | 6 | The accounts are; For local currency Receiving Bank : ... Account No. : ... |

| | | |
|---|-----|---|
| | | IFSC/RTGS Code : .. MICR Code : .. Beneficiary Name : ... Beneficiary Address : ... <i>The annual contract value will be paid quarterly based on actual number of Core Team, Professional/ Support Staff and reimbursable expenses.</i> |
| 9 | 8.3 | The Arbitration proceedings shall take place in Shillong, Meghalaya, India. |