

Department of Youth Affairs and Sports
(UT. Administration of Dadra & Nagar Haveli and Daman & Diu)



DMN/SPORTS/DDBSF/2023-24/109 Dated: 01/08/2023

Engagement of Consulting Agency/Firm to assist
DoYA&S for Daman & Diu Beach Sports Festival, 2023

TENDER DOCUMENT

Available on www.ddtenders.gov.in

DEPARTMENT OF YOUTH AFFAIRS & SPORTS, DNH & DD

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Notice Inviting Tender

Department of Youth Affairs and Sports (UT. of Dadra & Nagar Haveli and Daman & Diu)



DMN/SPORTS/DDBSF/2023-24/109

Dated: 01/08/2023

Government Procurement (GP) NOTICING INVITING TENDER

The Director, Department of Youth Affairs and Sports, for and on behalf of the President of India, invites bids for the work detailed below from prospective bidders

1.	Name of Project	Selection of consulting agency/firm to assist Department of Youth Affairs & Sports for Daman & Diu Beach Sports Festival, 2023.
2.	Location of the work	Daman & Diu
3.	Brief description of work	The UT of DNH and Daman & Diu intends to organize Beach Sports Festival in 2023. The first of its kind initiative in India, the Beach Games aims to showcase the beauty and the diverse culture of Daman & Diu and the abundant recreational opportunities presented by the pristine beaches in the region. In order to ensure the seamless execution of this ambitious endeavour, the government intends to onboard a consultancy firm that will assist the department in the planning, organizing, and executing the Games.
4.	Bid Security	INR1,73,500/- In form of DD in favour of "The Head of Sports" Payable at Daman. In case of Micro and Small Enterprise (MSEs) holding valid certificate issue by any agencies/organization under the Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender/appropriate category shall become eligible for exemption from payment of Bid Security (EMD). Such bidder shall submit the scanned copy of valid certificate in preliminary Bid (i.e. Tender Fee and EMD).
5.	Bid submission fee (tender fee)	INR 10,000 In form of DD in favour of "The Head of Sports" Payable at Daman.

6.	Contract Duration	The contract duration of the engagement of consulting agency/firm shall be 04 months with a provision to extend further 02 months based on mutual agreement
7.	Method of Selection	QCBS
8.	Receipt of pre-bid queries	07.08.2023 at 5:00 PM
9.	Pre-bid meeting	07.08.2023 at 12:00 Noon on Goggle Meet https://meet.google.com/fpw-yzyp-yaq
10.	Last date and time for submission of bids (PDD)	16.08.2023 at 6.00 PM
11.	Date and time of opening of technical bid	17.08.2023 at 12:00 Noon
12.	Date for Technical Presentation	Will be communicated latter.

Bid document can be downloaded free of cost from the Government Procurement (GP) website www.ddtenders.gov.in. All bid documents are to be submitted offline only and in the designated office of the Department of Youth Affairs and Sports.

The bids shall be opened off line at 12.00 Noon on 17/08/2023 at the office of Department of Youth Affairs & Sports, UT of DNH and Daman & Diu in the presence of bidders/ their authorized representatives who wish to attend at the above address. If the tender opening date happens to be on a holiday on non-working day due to any other valid reason, the tender opening process will be done on the next working day at same time and place.

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

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

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

The Director, Department of Youth Affairs and Sports, UT. Administration of Dadra & Nagar Haveli and Daman & Diu reserves the right to accept or reject any or all tenders without assigning any reason thereof.

Director

Department of Youth Affairs and Sports,
UT. Administration of Dadra & Nagar Haveli and Daman & Diu.

Part – I Instructions to the Bidder

1. GENERAL

1.1. **Scope of the Bid: -**

- 1.1.1. The Director, Department of Youth Affairs and Sports, UT of Dadra & Nagar Haveli and Daman & Diu invites bids from all eligible consultants as per the RFP for the work detailed in the Notice Inviting Tender (NIT).
- 1.1.2. Throughout these bidding documents:
 - a. The terms 'in writing' means communicated in written form and delivered against receipt.
 - b. Except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and any reference to masculine gender shall whenever required include feminine gender and vice versa.
 - c. "day" means calendar day.
 - d. The terms "bid" and "tender" and their derivatives "Bidder/tenderer, bid/tender, bidding/tendering etc.," are synonymous.
 - e. The term "Employer" shall mean Department of Youth Affairs and Sports. Employer will carry out its functions and obligations through officers who have been delegated powers.
 - f. The Tender Inviting Authority, Accepting Authority and the Agreement Authority means the officer who has invited and received bids and has executed agreement for execution on behalf of the Employer.
 - g. "Contract Price" means price approved by the Employer after bidding and stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
- 1.1.3. The mode of this tender is **online tender**.

1.2. **Source of funds**

- 1.2.1. The employer has arranged the funds from the internal resources and will have sufficient funds in Indian Currency for execution of the work.

1.3. **Eligible Bidders**

The Bidder must read carefully the minimum conditions of eligibility provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

- 1.3.1. The Bidder should be a Company/ Firm/ LLP registered in India with a track record of providing consulting/ advisory services for at least 5 years as on March 31, 2023.
- 1.3.2. The Bidder should not be blacklisted by any Government or Central Govt./State Govt./PSU/Governmental Agency/Govt. Department.
- 1.3.3. The Bidder should have an average annual turnover of more than INR 2 crores from consulting/advisory services in last 3 years. The audited copy of the financial statements should be submitted.
- 1.3.4. The Bidder should have experience of providing Sports Consultancy Services to at least one (1) State Sports Department in India.

Instructions to the bidder

- A firm/bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.
- Joint ventures, Consortium, Partnership firms of two or more registered Agencies will not be permitted.

1.4. **Cost of Bidding**

- 1.4.1. The bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 1.4.2. The tender document(s) may be downloaded free of cost from the Government Procurement (GP) website www.ddtenders.gov.in. No payment is required for downloading the tender documents from the above website however a bid submission fee, as mentioned in the NIT, is required to be submitted along with the online bid.

1.5. **Getting information from web portal**

- 1.5.1. All prospective bidders are expected to see all information regarding submission of bid published in the website www.ddtenders.gov.in during the period from the date of publication of NIT and up to the last date and time for submission of bid.

Non observance of information published in the website shall not be entertained as a reason for any claim or dispute regarding a tender at any stage.

- 1.5.2. All bids shall be submitted under two-bid basis **on or before Bid Submission due Date & Time**. The Bids that are submitted beyond the stipulated date and time under any circumstances what so ever will not be considered.

2. **BIDDING DOCUMENTS**

2.1. **Content of Bidding Documents**

- 2.1.1. The bidding documents shall consist of the following unless otherwise specified

- a. Notice Inviting Tender (NIT)
- b. Instructions to Bidders
- c. General and special Conditions of Contract
- d. Technical Specifications
- e. Form of Bid, Appendix to Bid, Preliminary agreement format

- 2.1.2. The Bidder is required to download the listed documents from the website as mentioned in NIT. He shall save it in his system and undertake the necessary preparatory work off-line and submit the completed bid at his convenience before the closing date and time of submission.

- 2.1.3. The bidder is expected to carefully examine all instructions, Conditions of Contract, Contract Data, Forms, Terms, Scope of Work, Annexure in the Bid Document. Failure to comply with the requirements of Bid Document shall be at the Bidders own risk.

2.2. **Clarification of Bidding Documents**

- 2.2.1. A prospective bidder requiring any clarification of the bidding documents shall contact the tender inviting authority as per the contact details furnished below.

Name: **Arun Gupta,**

Designation: **Director-cum-Joint Secretary / Head of Sports, (YA&S), DNH & DD**

Mobile: **9531944347**

E mail: sports-dmn-dd@nic.in, ddsports_dmn@yahoo.in

- 2.2.2. In case the clarification sought necessitates modification of the bid documents, being unavoidable, the Tender Inviting Authority may affect the required modification and publish them on the website through corrigendum in pursuance to clause 2.3 of this bid document.

2.3. **Amendment to bidding documents**

- 2.3.1. Before the deadline for submission of bids, the Tender Inviting Authority may modify the bidding document by issuing addendum.

- 2.3.2. Any addendum thus issued shall be a part of the bidding documents which will be published in the website. The Tender Inviting Authority will not be responsible for the prospective bidders not viewing the website in time.

- 2.3.3. If the addendum thus published does involves major changes, the Tender Inviting Authority may at his own discretion, extend the deadline for submission of bids for a suitable period to enable prospective bidders to take reasonable time for bid preparation taking in to account the addendum published.

3. **PREPARATION OF BIDS**

3.1. **Language of the Bid**

- 3.1.1. All documents relating to the bid shall be in the English language.

3.2. **Documents Comprising the Bid**

- 3.2.1. The bid submitted by the bidder shall comprise the following
- a. Details required for payment (Details of bank account having core banking facility and email address of the Agency) in the prescribed format.
 - b. Bid submission fee as detailed in the NIT.

- c. Submission of Bid Security.
 - d. Copy of Registration Certificate
 - e. Blacklisting Certificate
 - f. Certificate for staff strength
 - g. Requisite experience certificate
- 3.2.2. Bidders shall not make any addition, deletion, or correction in any of the bid documents. If tampering of documents is noticed during tender evaluation, the bid will be rejected, and the bidder will be blacklisted.
- 3.3. Currencies of Bid and Payment**
- 3.3.1. The currency of bid and payment shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.
- 3.4. Bid Validity**
- 3.4.1. Bids shall remain valid for the period of 120 days from the date of opening of the bid as specified in the NIT. A bid valid for a shorter period shall be considered as non-responsive and will be rejected.
- 3.4.2. In exceptional circumstances, prior to expiry of the original bid validity period, the Tendering Authority may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by e mail. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid but will be required to extend the validity of its bid security for the period of the extension and in compliance with Clause 3.5 in all respects.
- 3.5. Bid Security**
- 3.5.1. The Bidder shall furnish, as part of his Bid, a Bid Security (Earnest Money Deposit) for an amount as detailed in the Notice Inviting Tender (NIT). Bid security to be submitted in form of DD in favour of "The Head of Sports" Payable at Daman.
- 3.5.2. Department shall not be responsible for any kind of delay in payment confirmation.
- 3.5.3. Any Bid not accompanied by an acceptable Bid Security/ EMD shall be considered as non-responsive and will be rejected.
- 3.5.4. The Bid Security of the unsuccessful Bidder shall become refundable as promptly as possible after opening of Price Bid and finalization of the tender.
- 3.5.5. The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Guarantee.
- 3.5.6. Waiving of Bid Security- In case of Micro and Small Enterprise (MSEs) holding valid certificate issue by any agencies/organization under the Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender/appropriate category shall become eligible for exemption from payment of Bid Security (EMD). Such bidder shall submit the scanned copy of valid certificate in preliminary Bid.
- 3.5.7. The Bid Security may be forfeited:
- a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity including extended period of validity; or
 - b) if any modification is affected to the tender documents.
 - c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - i. signs the Agreement; or
 - ii. Furnish the required Performance Guarantee
 - iii. If the bidder fails to convince the Employer about the reasonability of his bid prices in the case of an unbalanced bid.
- 3.5.8. The Bid Security deposited with the Employer will not carry any interest.
- 3.6. Bid submission fee**
- 3.6.1. The mode of remittance of Bid submission fee (Tender Fee) shall be the same as detailed for remitting Bid Security. Bid submission fee (Tender Fee) to be submitted in form of DD in favour of "The Head of Sports" payable at Daman. Department shall not be responsible for any kind of delay in payment status confirmation.

- 3.6.2. Any bid not accompanied by the Tender Fee as notified shall be rejected by the Employer as nonresponsive.
- 3.6.3. Tender Fee remitted will not be refunded.
- 3.7. **Alterations and additions**
 - 3.7.1. The bid shall contain no alterations or additions, except those to comply with instructions issued by Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
 - 3.7.2. The bid shall be unconditional that is the tenderer shall not attach any conditions of his own to his Bid. The Bid price must be based on the tender documents. The tenderer is not required to present alternative scope of work options and he shall use without exception the Bills of Quantities as provided, with the amendments as notified in tender notices, if any, for the calculation of his tender price. Any tenderer who fails to comply with this clause will be disqualified.

4. SUBMISSION OF BIDS

- 4.1. Instruction to bidders
 - 4.1.1. All documents of the Bid shall be signed by the bidder or person duly authorized to sign on behalf of the Bidder.
 - 4.1.2. In the event of the tender being submitted by a partnership firm, it must be signed by the lead partner holding a valid power-of attorney or board resolution authorizing him/her to do so, such power of attorney/ board resolution to be produced with the tender, and it must disclose that the firm is duly registered under the Companies Act 1956 / 2013.
 - 4.1.3. The bidder shall submit their offer under two bid-basis, i.e. **Technical Bid** (One Original hard copy and One Soft Copy in a pen drive) shall be enclosed in one sealed envelope super scribed 'Technical Proposal (Name of the Bidding Entity) – 'Selection of consulting agency/firm to assist Department of Youth Affairs & Sports for Daman & Diu Beach Sports Festival, 2023''. The same technical bid shall be uploaded online also.

The **Financial Bid** shall be submitted in another sealed envelope super scribed 'Financial Proposal (Name of the Bidding Entity) –'Selection of consulting agency/firm to assist Department of Youth Affairs & Sports for Daman & Diu Beach Sports Festival, 2023''. The same financial bid shall be uploaded online.

The sealed envelope of Technical and Financial Proposal should reach the address "The Department of Youth Affairs and Sports, Near DMC Garden, Jetty Road, Nani Daman - 396210" on or before Bid Submission Due Date & Time. The Bids that are submitted beyond the stipulated date and time under any circumstances what so ever will not be considered.

The bidder should submit the following documents accompanying the bid:

- a) Bid submission fee and Bid Security
- b) Duly filled and signed copy of bid submission letter (Technical) as per item no-1 Part-VI of this bid document in original (Hard Copy to be submitted).
- c) Duly filled and signed copy of Affidavit as per item no-4 Part-VI of this bid document in original (Hard Copy to be submitted).
- d) Any other relevant information with testimonials
- e) The bidder shall sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/authenticity as per the provisions of the IT ACT 2000.
- f) In addition to the above, the bidder shall submit a complete set of bid document with NIT and sections referred in Annexure using his signature as a token of acceptance of all bid conditions and the absence of complete set of bid document in the submitted bid shall be treated as non-responsive and will be rejected by the Employer.

- g) Technical proposal must contain (i) Detailed Experience of the bidder, (ii) Experience and CVs of the Key personnel proposed, (iii) Financial Capability.
 - h) The technical bid documents should accompany table of contents. Specifying the type of documents & respective page numbers.
- 4.2. Price bid
- 4.2.1. This shall contain only the duly filled BOQ-file in mentioned in Annexure - 2.
 - 4.2.2. Copy of the bidder's valid registration certificate.
 - 4.2.3. Duly filled and signed copy of bid submission letter (Financial) as per item no-1 Part-VI of this bid document in original (Hard Copy to be submitted)
 - 4.2.4. The Tender Inviting Authority reserves the right to reject any bid, for which the above details are not received before the date of opening of bid.
 - 4.2.5. The **Financial Bid** shall be submitted in another sealed envelope super scribed 'Financial Proposal (Name of the Bidding Entity) - Selection of consulting agency/firm to assist Department of Youth Affairs & Sports for Daman & Diu Beach Sports Festival, 2023. Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Part. The same financial bid shall be uploaded online.
 - 4.2.6. The opening of the Financial Parts of bids (for technically qualified bidders) shall take place at Office of Department of Youth Affairs and Sports.
- 4.3. Deadline for Submission of the Bids
- 4.3.1. Bid shall be received OFFLINE & ONLINE on or before the date and time as notified in NIT.
 - 4.3.2. The Tender Inviting Authority, in exceptional circumstances and at its own discretion, may extend the last date for submission of bids, in which case all rights and obligations of the Employer and the bidders previously subject to the original date will then be subject to the new date of submission.
 - 4.3.3. The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid mentioned in the NIT.
- 4.4. Modification, Resubmission and Withdrawal of Bids
- 4.4.1. Resubmission or modification of bid by the bidders for any number of times before the date and time of submission is allowed. Resubmission of bid shall require uploading of all documents including price bid afresh.
 - 4.4.2. If the bidder fails to submit his modified bids within the predefined time of receipt, the system shall consider only the last bid submitted.
 - 4.4.3. The Bidder can withdraw his/her bid before the date and time of receipt of the bid. The system shall not allow any withdrawal after the date and time of submission.

5. BID OPENING AND EVALUATION

- 5.1. Bid Opening
- 5.1.1. Bids shall be opened on the specified date & time, by the tender inviting authority or his authorized representative in the presence of bidders or their designated representatives who choose to attend.
 - 5.1.2. Opening of bids shall be carried out in the same order as it is occurring in invitation of bids or as in order of receipt of bids. Bidders are not required to be present during the bid opening at the opening location if they so desire.
 - 5.1.3. In the event of the specified date of bid opening being declared a holiday for the Employer, the bids will be opened at the same time on the next working day.
- 5.2. Confidentiality
- 5.2.1. Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award has been announced in favour of the successful bidder.
 - 5.2.2. Any effort by a Bidder to influence the Employer during processing of bids, evaluation, bid comparison or award decisions shall be treated as Corrupt & Fraudulent Practices and may result in the rejection of the Bidders' bid.
- 5.3. Clarification of Bids

- 5.3.1. To assist in the examination, evaluation, and comparison of bids, the Tender Inviting Authority may ask the bidder for required clarification on the information submitted with the bid. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted.
- 5.3.2. Subject to clause 5.3.1, no Bidder shall contact the Tender Inviting Authority on any matter relating to the submitted bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Tender Inviting Authority, he shall do so in writing. However, that additional information will not affect the technical evaluation process.
- 5.4. Examination of Bids, and Determination of Responsiveness
 - 5.4.1. During the opening, the Tender Inviting Authority will determine for each Bid if it is accompanied by the required bid security, bid submission fee and the required documents and certificates.
 - 5.4.2. A substantially responsive bid is one which conforms to all the terms, conditions, and requirements of the bidding documents, without material deviation or reservation.
 - 5.4.3. If a Bid is not substantially responsive, it may be rejected by the Tender Inviting Authority, and may not subsequently be made responsive by correction or withdrawal of the nonconforming material deviation or reservation.
 - 5.4.4. Non submission of legible or required documents or evidence may render the bid non-responsive.
 - 5.4.5. Bidder can witness the principal activities and view the documents/summary reports for that work by logging on to the portal with his DSC from anywhere.
 - 5.4.6. Bidders who score 70 or higher points from Technical Evaluation including ***firm experience & Qualifications, Approach and Methodology and Experience of Key Personnel*** will be eligible for opening of Financial Part of Tender.
 - 5.4.7. The Client will notify the Bidders who secure the minimum qualifying technical score, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, or electronic mail.
 - 5.4.8. The Financial Proposals will be opened publicly in the presence of Bidders' representatives who choose to attend. The name of the Bidders, the is technical scores and the proposed prices will be read aloud and recorded when the Financial Proposals are opened.
 - 5.4.9. Prior to evaluation of the Financial Proposals, the Evaluation Committee will determine whether the Financial Proposals are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.
 - 5.4.10. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:

$$SF = 100 \times FM/F$$

(F = Amount of financial proposal)

Proposals will finally be ranked according to their combined Technical (ST) and Financial (SF) scores as follows:

$$S = ST \times Tw + SF \times Fw$$

Where S is the combined score, and Tw and Fw are weight assigned to Technical Proposal and Financial Proposal that shall be 70% and 30%, respectively. The qualified bidder who secures highest combined score would be declared as the successful Bidder. In the event that two or more bidders secure same combined score, the work will be awarded to the lowest price bidder.

The Applicant achieving the highest combined technical and financial score will be considered to be the Successful Applicant and will be invited for contract signing (the "Successful Applicant").

5.5. Negotiation on Bids

- 5.5.1. The Tender Inviting Authority shall not resort to any negotiation on the Bids submitted by the responsive bidders. The rates quoted by the bidders are final and shall not be changed at any stage during evaluation and award of work.

6. AWARD OF CONTRACT

- 6.1. The Agreement Authority will award to the Applicant achieving the highest combined technical and financial score who will be considered to be the Successful Applicant.
- 6.2. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, or submit the performance security, or enter into agreement with the Agreement Authority within the specified time limit, the Bidder shall be debarred in future from participating in all Government Bids for three years and will be recommended for blacklisting by the competent authority.
- 6.3. The rates for the various items quoted by the Bidder shall be rounded to two decimal places. The decimal places more than two will be discarded during evaluation.
- 6.4. Employer's Right to Accept any Bid and to Reject any or all Bids
- 6.4.1. Notwithstanding Clause 6.1 to 6.2, the Tender Inviting Authority reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bids at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Tender Inviting Authority's action.
- 6.5. Notification of Award and Signing of Agreement
- 6.5.1. The Bidder, whose Bid has been accepted, shall be notified of award by the Authority prior to expiration of the Bid validity period by e-mail confirmed by letter sent through post. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Bidder in consideration of the execution, completion, and remedying defects, if any of the Works by the Agency as prescribed by the Contract.
- 6.5.2. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Guarantee in accordance with the provisions of Clause 7, within 14(fourteen) days of issue of letter of acceptance.
- 6.5.3. If the successful bidder fails to furnish the required Performance Guarantee as detailed in clause 7 of this section and enter into contract within the stipulated time, the bidder has to submit written request to the Authority prior to last date of submission requesting to extend the date of submission of the Performance Guarantee.
- 6.5.4. Upon the furnishing by the successful Bidder of the Performance Guarantee, the Agreement Authority will promptly notify the other Bidders that their Bids have been unsuccessful and refund the Bid Security.

7. PERFORMANCE GUARANTEE AND PERFORMANCE SECURITY DEPOSIT

- 7.1. Performance Guarantee to be submitted before executing agreement and Performance Guarantee to be submitted at award of work. Performance guarantee should be 5% of the contract price which should be submitted in the form of Bank Guarantee, or Demand Draft within 14 days of receipt of Letter of Acceptance/Intent which will be refunded immediately not later than 14 days from completion of work. The above guaranteed amounts shall be payable to the Employer without any condition whatsoever.
- 7.2. The Performance Guarantee shall cover additionally the following guarantees to the Employer:
- The successful bidder further guarantees that the services provided shall be free

- from all defects in workmanship.
- The Performance Guarantee is intended to secure the performance of the entire Contract.
- Failure of the successful Bidder to comply with the requirements of sub-clause shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

8. CORRUPT OR FRAUDULENT PRACTICES

- 8.1. It is required that the bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, it is defined, for the purposes of this provision, the terms set forth below as follows:
- 8.1.1. “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- 8.1.2. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.
- 8.1.3. “Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.
- 8.1.4. “Coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- 8.2. The Employer will reject a bid, and/or award if it determines that the Bidder recommended for award has engaged in any of the corrupt or practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

9. FORMS AND DECLARATIONS

- 9.1. Various forms and formats for declarations to be submitted by the Bidder for Bid submission are included in the sections- FORMS. Bidders are requested to fill in the required forms and declarations and submit the same with their bids both online.

10. EVALUATION METHODOLOGY

- 10.1. The Technical Proposal will be evaluated based on Agency/Firm/Bidder/Applicant’s experience and the qualifications, relevant experience of Key Personnel and Technical Proposal.
- 10.2. The Scoring Criteria to be used for Evaluation (Technical Evaluation Criteria) will be as follows:
- 10.2.1. **Firm’s Experience** – 50 Marks
- 10.2.2. **Key Personnel** – 20 Marks
- 10.2.3. **Technical Presentation** – 30 Marks

Sl. No.	Component	Description	Max Marks
A. Relevant experience of the bidder			50 Marks
1.	Financial Strength of the Consultant	Average annual turnover of business from government consulting operations for last three Financial Years (FY 2019-20, 2020-21 and 2021-22) <ul style="list-style-type: none"> • INR 2 crores to 5 crores – 1 marks • INR 5 crores to INR 10 crores – 2 marks 	10 Marks

		<ul style="list-style-type: none"> • INR 10 crores to INR 15 crores – 3 marks • INR 15 crores to INR 20 crores – 4 marks • INR 20 crores to INR 25 crores – 5 marks • More than INR 25 crores - 10 marks <p>Bidder is required to submit audited balance sheet or CA certificate stating the average annual turnover for last 3 FYs from government consulting</p>	
2.	Sports Sector Experience of the Consultant	<p>Experience of providing sports consulting projects for State/Central Government departments in India, with minimum consulting fee of INR 1 Crore</p> <ul style="list-style-type: none"> • Work order/ contract copy/Completion certificate to be submitted • Maximum ten projects will be considered for evaluation • 2 Mark for each project • Sports advisory work executed as part of larger engagement such as Smart City/ Investment Promotion/EODB etc will not be considered • Extension to a contract will not be considered for evaluation 	20 Marks
3.	Sports Event Experience of the Consultant	<p>Experience of executing international/ national/ state level sports events in India</p> <ul style="list-style-type: none"> • Work order/ contract copy/ completion certificate to be submitted • Maximum 4 projects will be considered for evaluation • 5 Marks for each project • Projects where the bidder was the lead or sole member of the contract will only be considered. 	20 Marks
B. Key Personnel			
CVs will be provided relative marking based on relevancy on education and experience of the proposed candidate.			Total 20 marks
1.	Team Leader (1 position): Should be an MBA/PGDM/ Masters/Post-graduate with minimum 10 years of experience in sports events <ul style="list-style-type: none"> • 1 mark per sports event <p>Maximum 4 sports events to be evaluated</p>		4Marks
2.	Venue Overlays Expert (1 position): Should be an MBA/PGDM/ Masters/Post-graduate with minimum 6 years of experience in delivery of sports events with relevant knowledge of overlays planning and execution <ul style="list-style-type: none"> • 1 mark per event <p>Maximum 4 sports events to be evaluated where candidate has overlays experience</p>		4 Marks
3.	Sports Event Management Expert (1 position): Should be a Graduate with minimum 6 years of relevant experience of managing sports events including but not limited to venue operations, event execution and ceremonies.		4 Marks

	<ul style="list-style-type: none"> 1 mark per event Maximum 4 sports events to be evaluated	
4.	Sports Consultant (1 position): Should be an MBA/PGDM/Masters/Post-graduate or equivalent with minimum of 6 years of relevant experience in sports sector. <ul style="list-style-type: none"> 1 mark per project Maximum 4 sports projects to be evaluated	4 Marks
5.	Procurement Consultant (1 position): Should be Graduate with minimum 6 years of experience and relevant knowledge of public procurement. <ul style="list-style-type: none"> 1 mark per project Maximum 4 procurement projects to be evaluated	4 Marks
C. Technical Presentation The marking will be based on the following aspects: <ul style="list-style-type: none"> Understanding of the nature of the project – 10 Marks Approach & Methodology – 20 Marks 		30 Marks
Total (A+B+C)		100 Marks

Part II - GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

- 1.1. Employer means Department of Youth Affairs and Sports on whose behalf the Work is taken up for execution. Employer will carry out its functions and obligations through officers who have been delegated powers.
- 1.2. Accepting Authority/Agreement Authority means the officer who has invited and received bids for the Work and has executed agreement for execution on behalf of the Employer.
- 1.3. Technical Sanction Authority means the competent Departmental Officer who has issued the technical sanction for the Work.
- 1.4. Contract is the agreement between the Agreement Authority and the selected Bidder to execute, complete and maintain the Work.
- 1.5. Consultant means person or persons or firms who have entered contract for the execution of the work subject to the eligibility conditions of the NIT.
- 1.6. Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provision of the contract.
- 1.7. Contract Data defines the documents and other information which comprise the contract.
- 1.8. Bid or Tender means the Consultant's priced offer to the Employer for the execution and completion of the Work and the remedying of any defects therein in accordance with the provisions of Contract.
- 1.9. Bill of Quantities means the priced and completed Bill of Quantities forming part of the bid.
- 1.10. Specification means the instructions, provisions, conditions, and detailed requirements contained in the tender documents which form part of the contract and any modification or addition made or approved by the Accepting Authority.
- 1.11. Letter of Acceptance or selection notice means intimation issued by the Accepting Authority as formal acceptance of Bid by the Employer.
- 1.12. Date of commencement means the date mentioned in the LOA/ Notification.
- 1.13. Date of completion is the last date of contract.
- 1.14. Works are what the Contract requires the Agency to construct, install and run over to the Employer as defined in Contract Data.
- 1.15. Days are calendar days, months calendar months.
- 1.16. "Codes" shall mean the following, including the latest amendments, and/or replacements, if any:
 - a. Standards of Bureau of Indian Standards / Indian Roads Congress relevant to the works under the Contract and their specifications.
 - b. Other Internationally approved Standards and / or rules and regulations

touching the subject matter of the Contract.

c. Any other laws, rules, regulations and Acts applicable in India with respect to labour, safety, compensation, insurance etc.

- 1.17. Words importing singular only shall also include the plural and vice-versa where the context so requires.
- 1.18. Terms and expressions, not defined herein, shall have the same meaning as are assigned to the min the Indian Contract Act, and failing that in the General Clauses Act.

2. SCOPE OF WORK

2.1. General

The UT. Administration of Dadra & Nagar Haveli and Daman & Diu intends to organise a Beach Sports Festival in 2023. The Beach Festival aim to showcase the enchanting beauty of the coastal region, the diverse culture of Daman & Diu and the abundant recreational opportunities presented by the pristine beaches in the region. Its primary objective is to attract visitors from all corners of the country and beyond, offering them a distinctive and unforgettable experience that truly reflects the lively essence of the State. Through these festival, the government endeavours to stimulate tourism, provide support to local businesses, and create a platform for athletes, artists and entrepreneurs to showcase their skills and talents.

To ensure the seamless execution of this ambitious endeavour, the government intends to onboard a consultancy firm that will assist the department in the planning, organizing, and executing the games.

2.2. Scope of Work

The consulting firm will set up a PMU for a period of 04 months with a provision to extend further 02 months based on mutual agreement to assist Department in achieving the following objectives (not limited to):

Event Design and Conceptualization:

- a. Development of an overarching planning strategy for the games in line with the State government's vision, theme and objectives considering aspects such as tourism promotion, economic growth, talent showcase, and community engagement.
- b. The overall theme should incorporate elements of local culture and appropriate sports disciplines.
- c. Collaboration with the government officials and local stakeholders to understand their vision and goals for the games. Brainstorm and generate innovative ideas for the overall theme and concept of the event.
- d. Assist in developing a master plan inclusive of various programmes of the games.
- e. Development of an organizational plan including overall governance structure, organisation structure required for smooth conduct of the games.
- f. Develop a suitable stakeholder engagement framework to plan, drive, and moderate stakeholder engagements.

Budget and Financial Planning:

- a. Preparation of Financial Management guidelines for the games and undertake regular review of the budgets and expenditure to assess risks and provide mitigation plans.
- b. Collaboration with the government and relevant stakeholders to determine the overall budget for the games.
- c. Conduct of a comprehensive analysis of the various components and requirements of the event to estimate the associated costs accurately.

- d. Prepare a detailed budget plan, allocating funds to different areas such as venue rental/setup, infrastructure setup, talent fees, marketing and promotion, logistics, and contingency expenses.
- e. Monitoring and tracking expenditures throughout the planning and execution phases to ensure adherence to the allocated budget.
- f. Identification of potential sources of revenue, such as sponsorships, partnerships, and ticket sales, to supplement the budget and enhance financial sustainability.
- g. Provision of regular financial reports and updates to the government and stakeholders, highlighting the financial status and any necessary adjustments or considerations.
- h. Implementation of cost-saving measures without compromising the quality and impact of the games.

Procurement, Bid Process Management and Vendor Management

- a. Assistance in setting scope of work for various third parties/service providers associated with various functional areas – Opening/Closing Ceremonies event management agency, Marketing Agencies, Cleaning & Waste Management Agencies, Catering & Hospitality Agencies, Ticketing Agency, Transportation and Logistics Agencies, IT Equipment Agency, TSR Agencies etc.
- b. Preparation of the required tender documents to engage the third parties/service providers in accordance with the GFR, procurement policy and procedures of UT. Administration of Dadra & Nagar Haveli and Daman & Diu and Government of India.
- c. Preparation of templates for LOI, Contracts, Agreements, Work Orders etc.
- d. Assistance in contract management for other external agencies engaged by Government of Daman & Diu, Dadra and Nagar Haveli.
- e. Assistance in assessing performance of third parties regarding goods delivered and services rendered in accordance with the set-out scope of work.

Marketing and Promotion Strategy:

- a. Development of an overall Marketing and Promotions strategy for the games while identifying the various communication channels to be engaged.
- b. Assistance in appointing a creative/design agency who will be responsible for designing communication and promotional material (posters, graphics, Audio/Video, Website, Social media, advertisements, leaflets, pocket manuals, brochures) for the games, designing of mascot.

Overall Project Management:

- a. Prepare master project plan in form of a Gantt chart to establish the timeline for each activity which will serve as a reference document for project reviews.
- b. Assist in setting up a progress monitoring system, Reporting systems and templates, Issue capturing, monitoring, escalations, and resolutions systems for the games.

- c. Preparation and Submission of monthly progress reports, which shall include activities completed in the last month, activities planned for the next month, details about delays (if any), key risks and mitigation measure
- d. Implement a risk management framework where key risks were highlighted in advance for the Organising Committee to develop appropriate mitigation steps.
- e. Liaison with concerned government agencies and other stakeholders to ensure successful completion of all activities while formulating monthly plan with pre-defined indicators for monitoring the progress.
- f. Development of policies and procedures such as administration manual, roles and responsibilities matrix, code of conduct/ethics etc.
- g. Co-ordination with the participating States/UTs, Sports Federation and Resource Persons.

Post Games Management and Closure:

- a. Preparation of a comprehensive post games report, highlighting the initiatives of Daman & Diu
- b. Organization of stakeholder debriefing sessions to discuss the games strengths and areas of improvement.
- c. Organizing a sports conclave to highlight the initiatives and achievements of the UT and connect with stakeholders for the sports ecosystem.
- d. Creation of a knowledge repository or handbook outlining the games management process, including guidelines, templates, and checklists for future reference.

Develop Impact Assessment Report:

- a. Develop and submit Impact Assessment Report, an analysis of Games success, challenges, and areas for improvement, the games outcomes, attendance, feedback from participants and attendees, and any issues faced during the event etc.
- b. Provide recommendations for budget allocation and financial management for future games.
- c. Evaluate the games environmental impact and propose measures for minimizing waste, promoting eco-friendly practices, and preserving the beach's natural ecosystem.

The scope of work will include assessment and documentation of required process, define SOPs for all event execution functional areas. The Consultant is expected to demonstrate strong understanding of roles, functions and process to deliver sports event while engaging with UT sports department and various stakeholders.

The consultant will be required to carry out requirement finalization, draft RFP, assist in evaluation of vendors for procurement and implementation of solutions for works relating to delivery of Games.

The consultant will further provide support to UT Youth Affairs & Sports Department in implementation of various event planning and execution tasks. The consultant team must demonstrate understating of national sports ecosystem to provide support in delivery of games keeping in consideration requirements of athletes, coaches, technical officials and local & national stakeholders among others. The consultant team will also support in evaluation of media strategy and advise in highlighting the

impact of the games and improvement in terms of broadening the reach and of the games.

The above is an indicative scope of work for the consultant, and additional tasks may be assigned to the PMU. There will be performance review after 1 year for the continuation of the project and realign the scope of work.

3. TEAM COMPOSITION AND ESTIMATED MAN MONTH INPUTS

SI. No.	Profile	Years of Exp.	Full Time (FT)/Part Time (PT)	Deployment Duration (In months)
1	Team Leader	Min 10 years	FT	4
2	Venue Overlays Expert	Min 6 years	FT	4
3	Sports Event Management Expert	Min 6 years	FT	4
4	Sports Consultant	Min 6 years	FT	4
5	Procurement Consultant 1	Min 6 years	FT	4

4. CONTRACT DOCUMENTS

- 4.1. The following documents shall constitute the Contract documents:
 - a. Articles of Agreement,
 - b. Notice Inviting Tender
 - c. Letter of Acceptance of Tender indicating deviations ,if any, from the conditions of Contract incorporated in the Tender document issued to the bidder and/or the Bid submitted by the bidder,
 - d. Conditions of Contract, including general terms and conditions, instructions to bidders, additional terms and conditions, technical terms and conditions, erection terms and conditions, special conditions, if any etc. forming part of the Agreement, e. Specifications, where it is part of Tender Documents,
 - e. Scope of works
- 4.2. After acceptance of Tender the Agency shall be deemed to have carefully examined all Contract Documents to his satisfaction. If he shall have any doubt as to the meaning of any portion of the Contract Documents, he shall before sign the Contract, set forth the particulars thereof, and submit them to the Agreement Authority in writing in order that such doubt may be removed. The Agreement Authority will provide such clarifications as may be necessary in writing to the Agency. Any information otherwise obtained from the Employer, or the Director shall not in any way relieve the Agency of his responsibility to fulfill his obligations under the Contract.
- 4.3. The Agency shall enter into a Contract Agreement with the Agreement Authority within 14 (fourteen) days from the date of 'Acceptance of Tender' or within such extended time as may be granted by the Agreement Authority. The date of dispatch of Letter of Acceptance by registered post shall be the date of Acceptance of Tender. The performance Guarantee for the proper fulfillment of the Contract shall be furnished by the Agency in the prescribed form within fourteen (14) days of 'Acceptance of Tender'. The performance Guarantee shall be as per terms prescribed in the clause 7 of "Instructions to Bidders" of this Tender.
- 4.4. The agreement, unless otherwise agreed to, shall be signed within 14 (fourteen) days from the date of Acceptance of Tender, at the office of the Agreement Authority on a date and time to be mutually agreed. The Agency shall provide required details for signing of the contract like, performance guarantee in copies as required, appropriate power of attorney and other requisite materials. In case it is agreed mutually that the contract is to be signed beyond the stipulated time as specified in the NIT, the Bid Security or EMD submitted with the tender will have to be extended accordingly.
- 4.5. The agreement will be signed in three originals and the Agency shall be provided with one signed original and the rest will be retained by the Agreement Authority. None of these documents shall be used by the Agency for any

purpose other than this Contract and the Agency shall ensure that all persons employed for this Contract strictly adhere to this and maintain secrecy, as required of such documents.

- 4.6. The Contract shall be considered as having come into force from the date of the letter of 'Acceptance of Tender' issued by the Employer.
- 4.7. The laws applicable to this Contract shall be the laws in force in India.

5. ASSIGNMENT AND SUBLETTING OF CONTRACT

- 5.1. Subcontracting is not allowed.

6. PENALTY

- 6.1. In case the service provider/resource deployed fails to commence/execute the work as assigned to them/ unsatisfactory performance of the resource after formal warning, The AUTHORITY reserves the right to impose the penalty at 0.50% of the monthly billable value of the individual per such incidents as approved by the competent authority. However, the total penalty levied during the project duration shall not be more than 10% of the total project value.

7. LIMITATION OF LIABILITY

- 7.1. The aggregate liability of the Firm for damage shall be limited to the amount of the fees that the Firm has received in connection with the engagement.
- 7.2. If the engagement is of a recurring nature, then the aggregate liability shall not exceed the amount received by the Firm in the immediately preceding year.
- 7.3. For the purposes of this engagement "damage" shall mean the aggregate of all losses or damages and costs suffered or incurred, directly or indirectly, by the Client under or in connection with the engagement or its subject matter (as the same may be amended or varied) and any report prepared pursuant to it, including as result of breach of contract, breach of statutory duty, tort (including negligence), or other actor omission by the Firm but excluding any such losses, damages or costs arising from the fraud or dishonesty of the Firm or in respect of liabilities which cannot lawfully be limited or excluded.
- 7.4. It is agreed that, having regard to the Firm's interest in limiting the personal liability and exposure to litigation of its personnel, the Client will not bring any claim in respect of any damage against any of the Firm's personnel personally
- 7.5. Subject always to the aggregate limit of liability, the liability of the Firm to the addressee of this letter in connection with any report or communication relating to this engagement and/or prepared pursuant to it shall be limited to the proportion of the total damage, which may justly and equitably be attributed to the Firm, after taking into account contributory negligence (if any) of the addressee.
- 7.6. It is agreed that the Authority shall not recover from the Bidder, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.

8. CONSULTANT'S DEFAULT

- 8.1. If the Consultant shall neglect to execute the works with the diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him, in writing by the Director in connection with the works or shall contravene the provisions of the Contract, the Agreement Authority may give notice in writing to the Consultant to make good the failure, neglect or contravention complained of. Should the Consultant fail to comply with the notice within thirty (30) days from the date of service thereof, then and in such case the Agreement Authority shall be at liberty to employ other workmen and forth with execute such part of the works as the consultant may have neglected to do or if the Agreement Authority shall think fit, it shall be lawful for him, without prejudice to any other right he may have under the Contract. to take the works wholly or in part thereof.

- 8.2. The termination of the Contract under this clause shall not entitle the consultant to reduce the value of the performance bank guarantee nor the time thereof. The performance guarantee shall be valid for the full value and for the full period of the Contract including Defects Liability Period.
- 8.3. If the Agency fails to complete the work and the order is cancelled, the amount due to him on account of work executed by him, if payable, shall be paid to him only after due recoveries as per the provisions of the Contract and that too after alternative arrangements to complete the work has been made.

9. TERMINATION&SUSPENSION,

- 9.1. DEPARTMENT OF YOUTH AFFAIRS AND SPORTS may terminate the contract in whole or part without assigning any reason if:
 - 9.1.1. The qualified bidder fails to perform any of the obligation(s) under the contract.
 - 9.1.2. If the bidder is in material breach of the contract
 - 9.1.3. The termination of contract shall be made by prior written notice of default sent to the bidder
- 9.2. The bidder may terminate this Agreement, or any particular Services, immediately upon written notice to DEPARTMENT OF YOUTH AFFAIRS AND SPORTS if the bidder reasonably determines that the bidder can no longer provide the services in accordance with applicable law or professional obligations.
- 9.3. The DEPARTMENT OF YOUTH AFFAIRS AND SPORTS may, by written notice of suspension to the bidder, if the bidder shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension:
 - a. shall specify the nature of the breach or failure, and
 - b. shall provide an opportunity to the successful bidder to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the bidder of such notice of suspension.
- 9.4. Upon termination DEPARTMENT OF YOUTH AFFAIRS AND SPORTS shall make payment to the bidder for services satisfactorily performed prior to effective date of termination

10. DEFENCE OF SUITS

- 10.1. If any action in court is brought against the Employer or Director or an officer or agent of the Employer for the failure or neglect on the part of the Agency to perform any acts, matters, covenants or things under the Contract, or for damage or injury caused by the alleged omission or negligence on the part of the Agency, his agents, representatives or employees, the Agency shall in all such cases indemnify and keep the Employer, and and/or his representative, harmless from all oases, damages, expenses or decrees arising out of such action.

11. TAXES, PERMITS & LICENSES

- 11.1. The Agency shall be liable and pay all taxes, duties, levies, lawfully assessed against the Agency in pursuance of the Contract. In addition, the Agency shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the Agency for income and property.

12. PAYMENTS

- 12.1. The following table indicates the payment schedule:

S. n.	Description of Deliverables	Timeline	Payment
1.	Monthly Progress Reports	Monthly	60% divided across 04 months of the total quoted fee (15% each month)
2.	Event Completion Report	--	40% payment after successful completion of event.

Note: The contract can be further extended by another 02 months on mutual basis.

13. PAYMENT SCHEDULE

- 13.1. The Bidder shall submit to the Authority monthly itemized invoices. The invoices shall be supported by monthly reports.
- 13.2. Bidder personnel can avail maximum 2 leaves per month, any leaves over and above the stipulated leave days will be deducted from the monthly salary payments on pro-rata basis.

14. FORCE MAJEURE

- 14.1. Force Majeure is herein defined as any because which is beyond the control of the Bidder or the Employer as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:
 - a. Natural phenomena, including but not limited to floods, draughts, earthquakes and epidemics:
 - b. Acts of any government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
- 14.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of the Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.
- 14.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- 14.4. To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services.
- 14.5. Where The Bidder personnel are required to be in present at DEPARTMENT OF YOUTH AFFAIRS AND SPORTS's premises, The bidder will use reasonable efforts to provide the Services on-site at [Client] offices, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent (i) any government or similar entity implements restrictions that may interfere with provision of onsite Services; (ii) either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or (iii) the bidder resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk."

15. INDEMNITY

- 15.1. The Bidder will indemnify DEPARTMENT OF YOUTH AFFAIRS AND SPORTS for any direct loss or damage that is caused due to the bidder's fault, willful misconduct, gross negligence, breach of confidentiality or breach of third-party intellectual property right or in the performance of the services. The maximum indemnification by the bidder to the Department shall be to the extent equivalent to Total Professional Fee or Contract fee in favor of the Department.
- 15.2. In no event, the Successful Bidder shall, either directly or indirectly, register, file or attempt to register or file any intellectual property in its own name. Any work created and/or developed pursuant to the scope of work by the Bidder shall stand vested in DEPARTMENT OF YOUTH AFFAIRS AND SPORTS for all purposes whatsoever. Any work created by the Bidder in pursuance of the Tender Documents shall stand vested in DEPARTMENT OF YOUTH AFFAIRS AND SPORTS for all purposes in perpetuity and the bidder shall have no claim over the same. The bidder shall be solely responsible for any violation or infringement of any Intellectual Property Rights including trademark, trade name copyright, patent of any person, firm or company, personal right of privacy, religious beliefs and/or any other right of any other person including for

adherence of regulations, administrative and judicial orders etc.

16. INTELLECTUAL PROPERTY RIGHTS:

- 16.1. The Bidder may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that the bidder own in performing the Services. Notwithstanding the delivery of any Reports, the bidder may retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the bidder compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.

17. GOVERNING LAW:

- 17.1. The governing Law of the Contract shall be Indian law.

18. STANDARDS OF CONDUCT:

- 18.1. The Agency, in performing its obligations under this Contract, shall establish and maintain appropriate business standards, procedures and control, including those necessary to avoid any real or apparent impropriety or adverse impact on the interests of the Employer / Director. The Employer / Director will in no event reimburse the Agency for any costs incurred for purposes inconsistent with such policies.
- 18.2. Compliance with Laws, Rules and Regulations: Agency represents, warrants, certificates and covenants that in connection with performance under this contract that it shall, and the work to be provided hereunder shall, comply with all applicable Local, National, and Central Laws, rules and regulations.

19. GROUNDS FOR WITHHOLDING PAYMENTS:

- 19.1. The Director may withhold the whole or part of any compensation due to the Bidder to the extent necessary to protect the Employer from any loss on account of any breach of Bidder's obligations under the Contract. When the cause for withholding is rectified, such amounts then due and owing shall be paid or credited to the Agency.

Part VI – FORMS and DECLARATIONS

1. Form-1 Letter of Proposal (On Applicant's letter head)

(Date and Reference)

To,

The Director,

Department of Youth Affairs and Sports,
DNH & DD, Daman

Sub: Selection of consulting agency/firm to assist Department of Youth Affairs & Sports for Daman & Diu Beach Sports Festival, 2023.

Dear Sir,

With reference to your RFP Document dated <Date, Month> 2023, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for Selection of consulting agency/firm to assist Department of Youth Affairs and Sports for Beach Sports Festival in the UT of Daman & Diu. The proposal is unconditional and unqualified.

1. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consulting Agency for the aforesaid project.
3. I/We shall make available to the DEPARTMENT OF YOUTH AFFAIRS AND SPORTS any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the DEPARTMENT OF YOUTH AFFAIRS AND SPORTS to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, we 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 Applicant, 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.

6. I/We declare that:
 - I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the DEPARTMENT OF YOUTH AFFAIRS AND SPORTS;
 - I/We do not have any conflict of interest in accordance with relevant clause of the RFP Document;
 - I/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, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the DEPARTMENT OF YOUTH AFFAIRS AND SPORTS or any other public sector enterprise or any government, Central or State; and
 - I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, 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. I/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 Applicants in accordance with relevant Clause of the RFP document.

8. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.

9. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us.

10. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Agency or in connection with the Selection Process itself in respect of the above- mentioned Project.

11. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.

12. I/We agree to keep this offer valid for 120 days from the PDD specified in the RFP.
13. A Power of Attorney/Board Resolution in favour of the authorised signatory to sign and submit this Proposal and documents is attached.
14. In the event of my/our firm being selected as the Agency, I/we agree and undertake to provide the services of the Agency in accordance with the provisions of the RFP
15. I/We have studied RFP and allot the documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the DEPARTMENT OF YOUTH AFFAIRS AND SPORTS or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
16. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,
(Signature, name and designation of the Authorized Signatory)
(Name and seal of the Applicant/ Lead Member)

2. Financial Bid Format

Sr. No.	Position	Experience (in years)	Total Man Months required (A)	Cost per Month (B)	Total Cost Indian Rupees (INR) = A x B
1	Team Leader	Min 10 years	4		
2	Venue Overlays Expert	Min 6 years	4		
3	Sports Event Management Expert	Min 6 years	4		
4	Sports Consultant	Min 6 years	4		
5	Procurement Consultant	Min 6 years	4		
Total					
Taxes @ 18%					
Grand Total					

3. Format for Affidavit

AFFIDAVIT

I/We,

.....,bidder/Partner/Accredited Representative of M/s solemnly declare that:

- I/We are submitting Tender for the Work..... against Tender Notice No.....dated.....
- None of the Partners of our firm is relative of employee of..... (Name of the Employer) who is involved with the arrangement and execution of this work.
- All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Tender is complete, correct and true.
- All documents/credentials submitted along with this Tender are genuine, authentic, true and valid.
- I/we undertake to deploy all man and materials etc. as required for execution of the scope of work.
- If any information and document submitted is found to be false/incorrect at any time, department may cancel my/our Tender and action as deemed fit may be taken against us, including termination of contract, forfeiture of all dues including Earnest Money, revoking of Bank Guarantees and banning/delisting of our firm and all partners of the firm etc.

Signature of the Tenderer,

Seal

Dated.....

4. Form of Performance Guarantee by Bank

- 1) This deed of Guarantee made on the day of..... (month & year) between Bank of.....(herein after called the "Bank") represented by_(name of authorized signatory) of the one part, and the <tender inviting authority> (herein after called "the Employer") represented by (name) of the other part.
- 2) Whereas Employer has awarded the contract for..... (Name of work as per Notice Inviting Tender) (here in after called the contract) to (Name of the Agency) hereinafter called the "Agency".
- 3) AND WHEREAS the Agency is bound by the said Contract to submit to the Employer a Performance Guarantee for a total amount of..... (Amount in Figures and words).
- 4) Now we the Undersigned.....(Name of the Bank and Branch) being fully authorized to sign and to incur obligations for and on behalf of and in the name of..... (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of ` (Amount in figures and Words) as stated above.
- 5) After the Agency has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Agency or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or short comings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately on demand without delay and demur and without reference to the Agency and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Agency. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Agency in any suit or proceedings pending before any Court, Tribunal or Arbitrator / relating thereto and the liability under this guarantee shall be absolute and unequivocal.
- 6) This Guarantee is valid till days from the completion of contract.
- 7) At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Agency or if the Agency fails to complete the Works within the time of completion as stated in the Contractor fails to discharge himself of the liability or damages or debts as stated in the RFP, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Agency.
- 8) The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Agency.
- 9) The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment where of is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.
- 10) The expressions "the Employer", "the Bank" and "the Agency" herein before used shall include their respective successors and assigns.

11) Not with standing anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed.....(Rupees)

b) This Bank Guarantee shall be valid upto.....

IN WITNESS WHERE OF I/We of the bank have signed and sealed this guarantee on theday of..... (Month & year) being herewith duly authorized.

For and on behalf of theBank.

Signature of Authorized Bank official Name

:

Designation :

.....Stamp/Seal of the

Bank :

Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of:

Witness1.

Witness2.

Signature

Signature

..... Name

Name

..... Address

Address

.....

5. Requisition Form for Payment

Requisition for Payment

[To be attached with tender form]

Certified that I am having a Savings/Current Account in <Name of Bank> at <Name of Branch> with IFSC Code _____

The Account Number is: _____

I wish to receive all payments in this account for all payments relating to this work.

Name of Bidder

Place: _____

Date: _____

6. Experience of the Consultant/Agency

General Information	
Name of the Project	
Client for which the project was executed	
Project Details	
Description of the project	
Scope of services	
Other Details	
Total Cost of the Project	
Duration of the Project	No. of months: Start Date: Completion Date: Current Status:

7. Form for Curriculum Vitae of core team and support staff

The following information should be provided in the format below for each of the key personnel as specified in the document. This information shall cover the qualification requirements capable of being evaluated for evaluation. Add additional sheets if necessary.

Name of firm:	
Name of Professional:	
Position:	
Date of Birth:	
Country of Citizenship/ Residence:	

Education:

Name of Institution	Degree Obtained	Year of the obtainment

Countries of work experience:

Employment Record:

Name of Organisation	Position Held	Duration

Total Work Experience (Relevant): _____ (in Years)

Brief write-up of overall experience:

Detailed Task Assigned	Reference to prior work/ Assignments that best illustrates work experience
	Name of assignment: Year: Client: Project Details:
	Main Project features: Position held: Activities performed:

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualification, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misinterpretation described herein may lead to my disqualification or dismissal by the purchaser

Name of the Team Member

Signature

Date