

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

Request for Proposal (RFP)

for

**Selection of Consultant Agency to set up
Project Management Unit in the Department
of Sports & Youth Affairs, Haryana**

**(This RFP is limited only for HARTRON Empaneled
Agencies vide No.Admn/265/2SIT/17493 dated
15.06.2022)**

Tender No: Sports-M&C-2022 / 24582

ABBREVIATIONS

BG	Bank Guarantee
BOQ	Bill of Quantity
DD	Demand Draft
DSYAGOH	Department of Sports & Youth Affairs, Government of Haryana
GoH	Government of Haryana
Gol	Government of India
₹	Indian Rupees
PBG	Performance Bank Guarantee
PMU	Project Management Unit
QCBS	Quality & Cost Based System
RFP	Request for Proposal
SoW	Scope of Work
LoA	Letter of Acceptance

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DISCLAIMER

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Department of Sports & Youth Affairs, Government of Haryana (DSYAGOH), or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the DSYAGOH to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their technical proposals and financial offers pursuant to this RFP (the Proposal”).

This RFP includes statements, which reflect various assumptions and assessments arrived at by the DSYAGOH in relation to the Assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the DSYAGOH, its employees or advisors to consider the investment objectives, financial situation and needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DSYAGOH accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. DSYAGOH, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on

account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid Stage. The DSYAGOH also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. DSYAGOH may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that DSYAGOH is bound to select a Bidder or to appoint the Selected Bidder or Consultant, as the case may be, for the Assignment and the DSYAGOH reserves the right to reject all or any of the Bidders or Proposals without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DSYAGOH or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Selection of consultants for setup of PMU in the Department of Sports & Youth Affairs, Haryana.

DSYAGOH shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or for submission of the Proposal, regardless of the conduct or outcome of the Bidding Process.

DATA SHEET

S. No.	Particulars	Details
1.	RFP No. and Date of availability of RFP	Limited Tender for HARTRON empaneled Consulting Agencies vide No.Admn/265/2SIT/17493 dated 15.06.2022 RFP No: Sports-M&C-2022 / 24582 Date: 26 July, 2022
2.	Submission of Pre-bid queries (in word format)	Up to 01 August, 2022, 1100 Hours
3.	Pre-bid meeting	01 August, 2022, 1200 Hours
4.	Response to pre-bid queries	To be communicated later
5.	Proposal Due Date	16 August, 2022, 1500 Hours
6.	Technical Proposal Opening Date	16 August, 2022, 1600 Hours
7.	Technical Presentation	To be communicated later
8.	Financial Proposal Opening	To be communicated later to the shortlisted bidders
9.	Letter of Award (LOA)	7 days from above
10.	Signing of Agreement	7 days from above
11.	Office address, Venue for pre-bidmeeting, opening and evaluation of Bids	Department of Sports & Youth Affairs Government of Haryana Tau Devi Lal Sports Complex, Sector 3, Panchkula, Haryana - 134109
12.	Tender Document Fee (to be deposited online)	₹5,000/-
	For Haryana based manufacturing Micro and Small Enterprises (MSEs) & Khadi Village Industries Unit eligible as per the “Haryana State Public Procurement Policy for MSME -2016” notified vide G.O. No. 2/2/2016-4I BII(1) dated 20-10-2016 and for Startups/first generation Entrepreneurs as notified vide G.O. No.2/2/2016-4IB-II dated 03.01.2019	NIL

13.	e- Service Fee (to be deposited online)	₹1,000 + 18% GST
14.	Earnest Money Deposit - EMD	₹2,00,000/- (Rupees Two Lac Only) Earnest Money Deposit - EMD (to be deposited online) Account Holder's Name : Director, Sports & Youth Affairs Bank Name: IndusInd Bank Account No.: 151722583082 IFSC Code : INDB0000617 Validity period for the EMD will be upto 30 November, 2022
15.	EMD Submission End Date	16 August, 2022 upto 1300 Hours
16.	Contact Details	Contact Person: Mr.Satbir Singh, Deputy Director, Email id: sportshry@gmail.com Mobile No: +91 9887800043
17.	Tender documents on Website	URL for e-tender https://etenders.hry.nic.in/nicgep/app
18.	Method of Selection	Quality and Cost Based System (QCBS) (70:30)
19.	Bid Validity period	90 days

- Note: 1. In case a Central/ State Holiday(s) are declared on any dates as specified above, the event will be held on the next working day at the same time and venue.
2. Bidders must note that bids received after Proposal Due Date and time shall be out rightly rejected.

1. Introduction & Scope of Work

Haryana has always had a rich sports culture. It is imperative that the State continues to progress in this field to ensure the development and cultivation of sports culture. The State has taken an initiative in creation of world-class sporting facilities. This will help in creation of sports atmosphere and allow the State to achieve a leading position in sport in India.

Due to lack of experts, the department is facing a lot of problems in mapping all the existing infrastructure, planning of the future sports infrastructure development, planning and strengthening of grass-root sports ecosystem, mapping of existing training programs etc.

The Department of Sports & Youth Affairs, Haryana intends to establish a Project Management Unit (PMU) comprising a team of experienced and qualified expert professionals in the field of Sports, to help in planning and execute the Department's vision to become the leading sports hub in the country.

By establishing this PMU, works of the Department will be accelerated and tasks will be completed in planned manner. The PMU will work out of Tau Devi Lal Sports Complex, Sector 3, Panchkula, Haryana.

This is with a view to achieve the following:

- Creation of a nourishing environment for sports and sportspersons
- Development of fundamental infrastructure required for sports
- Ultra-modern training facilities to the players and coaches of the State for enhancing the performance at National and International level
- Increasing the no. of medals at National and International level by the sportspersons of the State through creation of skilful players
- Use of modern technology for performance enhancement and provision of best facilities across the State

The scope of work for the PMU will include but not limited to:

I. DEVELOPMENT OF A STRATEGIC VISION/ POLICY DOCUMENT

- i. Conduct a gap analysis of the vision document vis-à-vis national and global peers
- ii. Conduct a Demand - Supply analysis for identification of focus areas, to be in sync with the National Sports Policy, with special emphasis on Olympic Sports

- iii. Submit a 10-year vision / policy document that may be published by the DSYA as a guideline for sports development in the region

II. INFRASTRUCTURE ASSESSMENT & PLANNING

- i. The PMU shall assist the department in mapping all existing, on-going & upcoming sports infrastructure in the state of Haryana including private and public sector.
- ii. The PMU shall also submit a gap analysis of the current utilisation & operationalisation of the sports infrastructure in the state.
- iii. The PMU shall access all infrastructure and in consultation with department, propose a sustainable plan for utilisation of infrastructure like leveraging state governments policies to fund private sector infrastructure or Transactions on PPP mode.
- iv. The PMU shall assist the Department in the planning & strategizing the infrastructure development for sports in the state and submit a 10-year roadmap including vision, objective, budget, infrastructure standards of all Greenfield and Brownfield projects, proposals for green field projects wherever needed etc.
- v. The PMU shall prepare all the necessary Detailed Project Reports (DPRs) required by the Department related to sports and sports infrastructure.
- vi. The PMU shall assist the department in managing the relationships and communication with the key stakeholders.

III. SUPPORT FOR CREATION OF NECESSARY INFRASTRUCTURE CREATION AND UTILISATION

- i. Preparation of DPR for various sports stadiums/facilities planned by DSYA, as well as those proposed in strategic vision document in consultation with DSYA. The DPR shall include but not limited to the following:
 - Location and Site Analysis
 - Detailed Survey of Sports Stadiums, including Master plan/ layout plan, Architectural Planning, Structural Designing

- Analysis of issues related to developing the external infrastructure such as approach road, power, water supply, effluent treatment etc.
 - Estimation of detailed project cost including civil costs
 - Financial model to determine viability of proposed project based on applicable regulations; Identification of the appropriate capital structuring, revenue model, Profit & Loss, Balance sheet and cash flows, Project IRR, Equity IRR, other key ratios as may be deemed fit and economic or social returns as applicable.
 - Project Structuring
 - Recommend an implementation strategy for the project including details regarding the responsibilities involved in the project development and operation stage.
- ii. Prepare and present sustainable PPP models taking into account stake holder and industry feedback
 - iii. Identification of the PPP partner for implementation for the various projects
 - iv. Financial Closure - leveraging assistance from various sources through development of necessary proposals
 - v. Identify National and International Sports Associations who can make use of the various facilities
 - vi. Support the DSYA in engaging with these Associations in order to make these facilities as the preferred centres of choice (e.g. how NCA, Bangalore is the centre of choice for all cricketing activities)
 - vii. Develop a sustainable business model for ensuring maximum participation (of these Associations)

IV. IDENTIFY AND LEVERAGE STATE & CENTRAL GOVT. SCHEMES

- i. The PMU shall assist the Department in identifying the various State & Central Government Schemes like, but not limited to, the Khelo India Scheme, and plan how all areas of the schemes may be leveraged.

- ii. The PMU shall assist the department in preparing, submitting and following up on DPR's submitted on behalf of Department of Sports & Youth Affairs, Haryana.

V. **GRASS-ROOT DEVELOPMENT OF SPORTS - SPORTS NURSERIES, SPORTS ACADEMIES, CENTRES OF EXCELLENCE ETC.**

- i. The PMU shall assist the department in planning and strengthening the grass-root sports ecosystem in the state and develop a mechanism amongst the identified levels of sports like sports nurseries, sports academies & centre of excellence.
- ii. The PMU should assist the department in monitoring the grass-root development plans with progress reports on all activities and initiatives.
- iii. The PMU shall help identify, facilitate and monitor partnerships for setting up Centres of Excellence in the state.

VI. **EVENTS PLANNING**

- i. The PMU shall assist the department in creating an events Roadmap for state, national and international level events.
- ii. The PMU shall help poise Haryana as a leading destination for hosting sports events.

VII. **COACHING AND TRAINING PROGRAMS**

- i. The PMU shall assist the department in mapping the existing training programs and schemes on a digital platform.
- ii. The PMU shall assist the department in working with procured sub-vendors for setting up Haryana Sports application for coaches and athletes.

VIII. **BID PROCESS MANAGEMENT**

- i. Preparation of Procurement Plan in consultation with all the Stakeholders
- ii. Identify the projects/works, goods and services to be procured in the short term and long term and develop and time chart for procurement
- iii. Assist in preparation of detailed terms of reference/scope of work for procurement of goods, services and works

- iv. Prepare standard bidding documents for procurement of goods, services and works such as EoI, RFQ, RFP
- v. Assist in organizing meetings with all the relevant stakeholders for incorporating the views/comments of all the stakeholders in all procurement related activities including but not limited to Procurement Plan, procurement documents, method of procurement etc.
- vi. Assist in conduct of pre-bid/pre proposal meetings, Prepare minutes of pre-bid meeting/minutes of pre-bid conference, Prepare the replies to the pre-bid/ pre-proposal queries, amendments/ addendums/ corrigendum to the Bid documents , assistance in seeking the approval for amendments/ addendum/ clarifications from competent authority, publishing the clarifications, addendums/corrigendum, follow up with the potential bidders on critical issues and providing continuous feed back to the authorities concerned, for appropriate action if any, post pre bid issues/clarifications etc.
- vii. Assist in Bidding Process like receipt and acceptance of Bids, safe custody of bids received, managing revised submissions before the due date with the approval of competent authority, opening of the bids/proposal received, preliminary evaluation, record of minutes of bid opening, deposit of bid security, bid process fees in appropriate accounts, etc.
- viii. Assist in preparation and review of technical evaluation report/Bid evaluation report/contract document/minutes of negotiation/minutes of procurement committee meetings, considering applicable policies, procedures, guidelines, best practices including review of bids validity period.
- ix. Assist in overall administration of the contracts including, payment processing, contract closure, and maintenance of all contract files.
- x. Guide the existing IT team of the Authority in the development and implementation of an online procurement system for efficient and transparent procurement

IX. **MEDIA & COMMUNICATIONS**

- i. The PMU shall assist the Department in all media, marketing and communications for sports in Haryana.
- ii. The PMU should create a comprehensive PR calendar and plan to help amplify the initiatives with the public.
- iii. The PMU shall assist the department in preparing all presentations and documentations for internal review meetings.

X. **PROJECT MONITORING SUPPORT**

- i. Assistance in preparing Dashboards for online monitoring of projects
- ii. Overall coordination and organizing review meetings with relevant stakeholders
- iii. Preparing the Minutes/ discussion points, Presentations etc. on regular basis
- iv. Support for day to day activities undertaken by the Authority.
- v. Submission of Monthly Progress Reports

XI. **OTHER TASKS AS DIRECTED BY DEPARTMENT:**

- i. The PMU shall assist the Department in analysing the various proposals received by the Department.
- ii. The PMU shall assist in any other work assigned by the Department.

In view of the details mentioned above, setting up of a PMU shall transform the State of Haryana into the leading destination and power hub in Sports in India and make it the Sports Capital of nation by establishing the cutting-edge training facilities comparable to world-class standards which will lead to results on the field and provide the direct benefits to the youth of the region.

A. DETAILED NOTICE INVITING E-TENDER

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

#	Information	Details
1.	Description of work/items	Selection of consultant agency for setup of PMU in the Department of Sports & Youth Affairs, Haryana
2.	EMD (to be deposited online)	₹ 2,00,000/-
3.	Tender Document Fee (to be deposited online)	₹ 5,000/-
4.	e-Service Fee (to be deposited online)	₹ 1,000 + 18% GST
5.	Start Date of Bid Preparation & Submission	26 July, 2022
6.	Expiry date of bid for EMD submission	16 August, 2022, 1300 Hours
7.	Last date and time for submission of proposals through e-Tender	16 August, 2022, 1500 Hours

Under this process, the Pre-qualification/ Technical online bid Application as well as online Price Bid shall be invited at single stage under two covers i.e. PQ/Technical & Commercial Envelope. Eligibility and qualification of the Applicant will be first examined based on the details submitted online under first cover (PQ or Technical) with respect to eligibility and qualification criteria prescribed in this Tender document. The Price Bid under the second cover shall be opened for only those Applicants whose PQ/ Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.

Important Note:

1. The Applicants/bidders must complete Application / Bid Preparation &

Submission stage on scheduled time as mentioned above. If any Applicant / bidder failed to complete his / her aforesaid stage in the stipulated online time schedule for this stage, his / her Application/bid status will be considered as Applications / bids not submitted.

2. Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities fore-bidding.
3. Applicant/Bidder can rework on his/her bids even after completion of Application/Bid Preparation & submission stage (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.
4. In the first instance, the payment details of tender document fee + e-Service and EMD & PQ/Technical Envelope shall be opened. Henceforth financial bid quoted against each of the item by the shortlisted bidder/ Agency wherever required shall be opened online in the presence of such bidders/ Agency who either themselves or through their representatives choose to be present. The bidder can submit online their bids as per the dates mentioned in the schedule/Key Dates above.

The bids shall be submitted online in two separate envelopes:

Envelope 1: Technical Bid: The bidders shall upload the required eligibility & technical documents **online as well as physical copy** in the Technical Bid. There should be no commercial details in the technical documents.

Envelope 2: Commercial Bid: The bidders shall quote the prices in price bid format under Commercial Bid **online only**.

B. General

2.1 Scope of Proposal

2.1.1. Detailed description of the objectives, scope of services and other requirements relating to services are specified in this RFP. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

2.1.2. Bidders are advised that the selection of consultants shall be on the basis of an evaluation by DSYAGOH through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the DSYAGOH's decisions are without any right of appeal whatsoever.

2.1.3. The Bidder shall upload its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be uploaded in the form at Appendix-II. Upon selection, the Bidder shall be required to enter into an agreement with DSYAGOH.

2.2 Conditions of Eligibility of Bidders

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

2.2.2 This is a limited tender for Consulting Agencies empanelled by HARTRON vide **No.Admn/265/2SIT/17493 dated 15.06.2022:**

1. M/s KPMG Advisory Services Pvt. Ltd., Chandigarh,
2. M/s Ernst & Young LLP, New Delhi
3. M/s Grant Thornton Bharat LLP, Gurgaon
4. M/s Primus Partners Private Limited, Jaipur
5. M/s Mazars Advisory LLP, New Delhi
6. M/s BDO India LLP, Mumbai
7. M/s Deloitte Touche Tohmastu India LLP, Mumbai

2.2.3 The Applicant should upload a Power of Attorney, as per the format

Appendix III - Form 11. However, in case the Proposal is signed by an authorized signatory on behalf of the bidder, a copy of appropriate resolution certified by Company Secretary conveying such authority may be enclosed in lieu of the Power of Attorney.

2.2.4 The team members should be regular employees (who is not on contractual employment through a third party in the Organization) of the bidder.

2.3 Conflict of Interest

The selected Bidder shall not receive any remuneration in connection with the assignment except as provided in the Agreement. The team deployed by bidder shall not engage in consulting activities that conflict with the interest of the DSYAGOH under this Agreement and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation/complementing of the Services under the ongoing contract(s). It should be the requirement of the assigned works that the consultant should provide professional, objective and impartial advice and at all times hold the DSYAGOH's interests paramount, and that in providing advice they avoid conflicts with other assignments and their own corporate interests.

2.4 Number of Proposals

A Bidder is eligible to submit only one proposal.

2.5 Cost of Proposal

The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process. DSYAGOH will not be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Acknowledgement by Applicant

It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) Made a complete and careful examination of the RFP;
- (b) Acknowledged that it does not have a Conflict of Interest; and
- (c) Agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7 Right to reject any or all Proposals

- 2.7.1.** Notwithstanding anything contained in this RFP, the DSYAGOH reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance rejection or annulment, and without assigning any reasons therefore.
- 2.7.2.** The DSYAGOH reserves the right to reject any Proposal if:
- (a) At any time, a material misrepresentation/unfair means is made or uncovered, or
 - (b) The Bidder does not provide, within the time specified by the DSYAGOH, the supplemental information sought by the DSYAGOH for evaluation of the Proposal.
- 2.7.3.** Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification/rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then the DSYAGOH reserves the right to consider the next best Bidder, or any other measure as may be deemed fit in the sole discretion of the DSYAGOH including annulment of the Selection Process.

C. Documents

2.8 Contents of the RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Modification / Addendum / Amendment / Corrigendum issued in accordance with Clause 2.10:

RFP

1. Introduction
2. Instructions to Bidders
3. Terms of Reference (ToR)
4. Criteria and Procedure of Evaluation

Schedule Appendices

Appendix-I	: Technical Proposal
Form 1	: Letter of Proposal
Form 2	: Particulars of the Bidder
Form 3	: Financial Capacity of the Bidder
Form 4	: Project Experience
Form 5	: Write up on Project Conceptual Clarity and Approach
Form 6	: CVs of proposed Team Members
Form 7	: Composition of the Team and Task(s) of Team Members

Appendix -II: Financial Proposal

Form 8: Financial Proposal

Appendix-III

Form 9: Form of Agreement

Form 10: Form of Bank Guarantee for Performance Security

Form 11: Form of Power of Attorney

2.9 Clarifications

2.9.1. Bidders requiring any clarification on the RFP may send their queries to DSYAGOH in writing (by e-mail in word format) before the date mentioned in the Data Sheet. The pre-bid queries must be sent in following format:

S. No.	Reference/ Clause Number	Description	Corresponding page number in RFP	Particulars of the query
1.				

2.9.2. The DSYAGOH reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.9 shall be taken or read as compelling or requiring the DSYAGOH to respond to any question or to provide any clarification.

2.10 Amendment / Modification of RFP

2.10.1. At any time prior to the deadline for submission of Proposal, the

DSYAGOH may, for any reason, whether at its own initiative or in response to clarifications requested by the Bidder, modify the RFP document by the issuance of Modified RFP / Addendum/ Amendment through posting it only on the Website i.e. <https://etenders.hry.nic.in/nicgep/app>).

2.10.2. All such amendments/modified RFP will be posted only on the Website and shall not be published in any newspaper and will be binding on all Bidders.

2.10.3. In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the DSYAGOH may, in its sole discretion extend the Proposal Due Date.

D. Preparation and Submission of proposal

2.11 Language

The Proposal with all accompanying documents (the “Documents”) and all Communications in relation to or concerning the Selection Process shall be in English Language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.12 Format and signing of Proposal

2.12.1. The Bidder shall provide all the information sought under this RFP. The DSYAGOH would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.12.2. The Proposal shall be typed and signed by the authorized signatory of the Bidder who shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by a duly authorized person holding the Power of Attorney (the “**Authorized Representative**”).

A copy of the Power of Attorney certified under the hands of a director of the

Bidder or a notary public on the specified form shall accompany the Proposal.

2.13 Technical Proposal

- 2.13.1. Bidders shall upload the technical proposal in the formats at Appendix-I (the “Technical Proposal”).
- 2.13.2. While submitting the Technical Proposal, the Bidder shall, in particular, ensure that CVs of team members duly signed by the authorized signatory have been submitted;
- 2.13.3. Failure to comply with the requirements shall make the Proposal liable to be rejected.
- 2.13.4. The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 2.13.5. The DSYAGOH reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the RFP. Failure of the DSYAGOH to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the DSYAGOH there under.
- 2.13.6. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the DSYAGOH without the DSYAGOH being liable in any manner whatsoever to the Applicant or Consultant, as the case may be. In such an event, the DSYAGOH shall forfeit and appropriate the performance Security and also pre-estimated compensation and damages payable to the DSYAGOH as mutually agreed for, inter alia, time, cost

and effort of the DSYAGOH without any other right or remedy that may be available to the DSYAGOH.

2.14 Financial Proposal

2.14.1. Bidders shall upload the financial proposal in the format at Appendix-II(the “Financial Proposal”) clearly indicating the total lump-sum cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant’s authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

2.14.2. While submitting the Financial Proposal, the Bidder shall ensure the following:

- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall cover remuneration for all the Personnel (Expatriate and Resident etc.) The expenditure involved in lodging, fooding, travelling and other incidental charges during field visits would be met by DSYAGOH as per provisions of HCS(TA) Rules 2016. The total amount indicated in the Financial Proposal shall be without any condition and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- (ii) The Financial Proposal shall take into account all expenses and tax liabilities including Tax. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.
- (iii) Costs shall be expressed in ₹.

2.15 Submission of Proposal

2.15.1. Instructions to bidder on e-Procurement Portal

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal, using valid Digital Signature Certificates. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data.

The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the State Procurement Portal.

A. REGISTRATION

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<https://etenders.hry.nic.in/nicgep/app>) by clicking on the link "Online bidder Enrollment" on the state Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the State Procurement Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode/ e-Mudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then log into the site through the secured log-in by entering their user ID / password and the password of the DSC /e-Token.

B. SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the State Procurement Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders

may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the State Procurement Portal.

2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the State Procurement Portal to intimate the bidders through SMS/ e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk (24x7 State Procurement Portal helpdesk).

C. ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to State Procurement Portal in general may be directed to the 24x7 State Procurement Portal Helpdesk.
3. More information useful for submitting online bids may be obtained from the State Procurement Portal <https://etenders.hry.nic.in/nicgep/app>.

2.16. Proposal Due Date

- 2.16.1. As per Data Sheet.
- 2.16.2. The DSYAGOH may, in its sole discretion, extend the Proposal Due Date by issuing a Corrigendum in accordance with Clause 2.10.

2.17. Late Proposals

Proposals received by the DSYAGOH after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

2.18. Modification/ substitution/ withdrawal of Proposals

No Proposal shall be modified, substituted, or withdrawn by the Bidder after its submission.

2.19 Earnest Money Deposit (EMD)

- 2.19.1. An EMD of ₹ 2,00,000/- (Rupees Two Lac only) as per Instruction to Bidders.
- 2.19.2. No interest shall be payable by the Employer for the sum deposited as earnest money deposit.

- 2.19.3. No bank guarantee will be accepted in lieu of the earnest money deposit.
- 2.19.4. The EMD of the unsuccessful bidders would be returned within one month of signing of the contract.
- 2.19.5. The EMD shall be forfeited by the Employer in the following events:
- (a) If Proposal is withdrawn during the validity period or any extension agreed by the Bidder thereof.
 - (b) If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
 - (c) If the Bidder tries to influence the evaluation process.
 - (d) If the lowest quoted bidder withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the Bidder).
- 2.19.6. Concession to MSMEs of State:

The State Government has notified “Haryana State Public Procurement Policy for MSME -2016” vide G.O. No. 2/2/2016-4I BII(1) dated 20-10-2016 and amendment vide G.O. No. 2/2/2016-4IB-II dated 11.12.2019 which will be applicable in respect of concessions to Haryana based MSMEs and KVIs. For claiming the relevant concession/s like Tender Fee, Earnest Money Deposit (EMD), Turnover, Exemption in respect of Past Performance & Experience, Purchase Preference and Performance Security, the bidders are required to submit the documentary proof from Government authorities showing that they come under Haryana based manufacturing MSME/KVI units as the case may be e.g. *Entrepreneurs Memoranda in Haryana in bidder’s name and further subject to fulfillment of eligibility criteria as provided in the said Policy of 2016.

***Note:-** To claim the concessions/benefits under the above policy, the bidder is required to submit Manufacturing Entrepreneurs Memorandum issued by the Industries Department Haryana in respect of the quoted item or Udyog Aadhaar Memorandum (UAM) of Haryana based manufacturing enterprises in respect of the quoted item (*Ref. Industries & Commerce Department Haryana Memo No.TS/DS&D/11389-A Dated 03.07.2018*) and further subject to fulfillment of eligibility criteria as provided in the said Policy of 2016 and amendments from time to time.

E. Evaluation Process

2.20 Evaluation of Proposals

- 2.20.1. The DSYAGOH shall open the Proposals on the Proposal Due Date, and in the presence of the Bidders who choose to attend. The envelopes marked

“Technical Proposal” shall be opened first. The envelopes marked “Financial Proposal” shall be kept sealed for opening at a later date.

2.20.2. Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.18 shall not be opened.

2.20.3. Prior to evaluation of Proposals, the DSYAGOH will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- (a) It is received in the form specified at Appendix-I (Technical Proposal);
- (b) It is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.16;
- (c) It is accompanied by the EMD as specified in Clause 2.19.1.
- (d) It is accompanied by the Power of Attorney as specified in Clause 2.2.3;
- (e) It contains all the information (complete in all respects) as requested in the RFP;
- (f) It does not contain any condition or qualification; and
- (g) It contains documentary evidence for experience in related projects viz. Letter of Award/Agreement, duly certified by the authorized signatory of the bidding company as per para 3.1
- (h) It is non-responsive in terms hereof.

2.20.4. The DSYAGOH reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the DSYAGOH in respect of such Proposals.

2.20.5. The DSYAGOH would subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Data Sheet and the criteria set out in Section 3 of this RFP.

After the technical evaluation, the DSYAGOH would prepare a list of shortlisted Bidders for opening of their Financial Proposal, who would be communicated by E-mail/Fax/Phone. The opening of Financial Proposals shall be done in presence of representatives of Bidders who choose to be present. The DSYAGOH

will not entertain any query or clarification from Bidders who fail to qualify at any stage of Selection Process. The financial evaluation and final ranking of the Proposals would be carried out in terms of Clause 3.3 and 3.4.

2.20.6. Bidders are advised that Selection will be entirely at the discretion of the DSYAGOH. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.

2.20.7. Any information contained in the Proposal shall not in any way be construed as binding on the DSYAGOH its agents, successors or assigns, but shall be binding against the Bidder if the work is subsequently awarded to it.

2.21 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the DSYAGOH in relation to or matters arising out of, or concerning the Selection Process. The DSYAGOH will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The DSYAGOH may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the DSYAGOH.

2.22 Clarifications

2.22.1 To facilitate evaluation of Proposals, the DSYAGOH may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the DSYAGOH for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.22.2 If a Bidder does not provide clarifications sought under Sub-Clause above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the DSYAGOH may proceed to evaluate the Proposal

by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the DSYAGOH.

F. Appointment of Project Management Consultants/Agency

2.23 Selected Bidder

The first ranked Bidder (the “**Selected Bidder**”) may, if necessary, be invited for clarifications and reconfirmation of commitments and its obligations under this RFP, deployment of Key Personnel, methodology and quality of the work plan.

2.24 Substitution of Key Personnel

Refer to clause 2.29.2

2.25 Indemnity

The Consultants/Agency will indemnify DSYAGOH for any direct loss or damage that is caused due to the Consultants/Agency’s fraud, 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 Consultant to the Department shall be to the extent equivalent to Total Professional Fee or Contract fee in favor of the Department.

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 DSYA-Haryana for all purposes whatsoever. Any work created by the Successful Bidder in pursuance of the Tender Documents shall stand vested in DSYA-Haryana 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.

2.26 Award of Work

After selection, a Letter of Award (the “LOA”) shall be issued by the DSYAGOH to the Selected Bidder and the Selected Bidder shall, within 3 (three) days of the receipt of the LOA, accept the same. In the event of non- receipt of acceptance of the LOA by the Selected Bidder by the stipulated date, the DSYAGOH may, unless it consents to extension of time for submission thereof, forfeit the EMD of such Applicant, and the next eligible Bidder may be considered.

2.27 Performance Security

Upon receipt of Letter of Award (LOA) from the DSYAGOH the successful Bidder shall furnish the **Performance Security of an amount equal to 10% of the value of contract** of the fee by way of Fixed Deposit Receipt from a commercial bank/ Demand Draft/Call Deposit Receipt/Banker’s Cheque or in the shape of equivalent Bank Guarantee of any scheduled bank with branch in Panchkula for the due performance of the Contract in the format of Performance Security Form. The Performance Security shall be valid for one year before the execution of agreement as per clause 2.28 and the Selected Bidder shall have to provide the extended Bank Guarantee, before the expiry, if required. If the selector bidder fails to submit the performance security within stipulated time the EMD shall be forfeited. The successful bidder shall furnish the performance security for the required amount valid up to 180 days beyond the last date of the contract, and extension, if applicable.

2.28 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder and submission of performance security, it shall execute the Agreement within a fortnight from the date of issuance of LOA. The Selected Bidder shall not be entitled to seek any deviation in the Agreement. If the Selected Bidder fails to sign the Agreement within the stipulated time, his performance security shall be forfeited and Appropriated by the DSYAGOH. In such an event, the DSYAGOH may invite the Next Ranked Bidder for negotiations and may issue LOA to him.

2.29 Penalty Clause:

2.29.1 **Delay in Deliverables:** If the progress of assignment is found to be non-satisfactory or delayed at any point of time, DSYAGOH reserves the right to impose penalty @ 5% of the contract value for each default. The sum total amount of all unpaid and paid penalties shall not exceed 10% of total assignment fee. The DSYAGOH reserves the right to recover any dues payable by the selected Bidder / penalties from any amount outstanding to the credit of the selected bidder, including the pending bills and/or revoking the bank guarantee under this contract.

2.29.2 **Substitution of Key Personnel:** DSYAGOH will not allow any request of the Selected Bidder for substitution of Key Personnel up to completion of the contract i.e. Sports Infrastructure Expert, Sports Development Expert and Support Consultants without prior approval from DSYAGOH. However, substitution may be permitted for reasons of medical condition, resignation from the firm subject to equally or better qualified and experienced personnel being provided to the satisfaction of DSYAGOH. Replacement which is not approved by DSYAGOH will attract penalty of 5% of the quarter's fee in which personnel is not available. In case of Medical condition, a Medical Certificate from a Government Hospital with an approval of competent authority will be required.

G. Force Majeure

2.30 Definition

2.30.1 For the purposes of this assignment, "**Force Majeure**" means an event which is beyond the reasonable control of a Party, 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 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.

2.30.2 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.

2.30.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.31 Breach of Agreement

- a. The failure of a Party to fulfill any of its obligations shall not be considered to be a breach of, or default under, the Agreement 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 the Agreement.
- b. Material breach of Agreement shall mean not submitting any deliverable and not rectifying the default within 30 days of being notified about the default.

2.32 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultants/Agency shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period. Such expenses will be approved by the DSYAGOH. The Consultant will have to provide proper justification and certificate from their auditors for such extension in the format as may be decided by the DSYAGOH. The decision of DSYAGOH regarding such payments will be final.

2.33 Consultation

Not later than thirty (30) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate

measures to be taken in the circumstances.

2.34 Suspension of Agreement

The DSYAGOH may, by written notice of suspension to the successful bidder, without any obligation (financial or otherwise) suspends all the payments to the successful bidder hereunder if the successful 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 (i) shall specify the nature of the breach or failure, and (ii) 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 successful bidder of such notice of suspension.

2.35 Termination of Agreement

DSYAGOH may terminate the contract in whole or part without assigning any reason if:

- 2.35.1 The qualified Bidder fails to perform any of the obligation(s) under the Contract.
- 2.35.2 If the Bidder is in material breach of the agreement.
- 2.35.3 The termination of contract shall be made by prior written notice of default sent to the Bidder.

H. Dispute Resolution

2.36 Amicable Settlement

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of receipt of written notice, the matter will be referred for Arbitration.

Arbitration

In case the dispute is not resolved as indicated in Clause 2.37, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by DSYAGOH and other appointed by successful bidder and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of the Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Panchkula only and following are agreed:

The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.

The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel).

When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Agreement.

I. Project Management Unit's Personnel

2.37 Team Composition

The team will comprise of the following resource persons: -

S. No.	Position	Key Personnel	No. of personnel required	Deployment type
1.	Sports Infrastructure Expert	Graduate in Architecture/Civil Engineering/Urban Planning with minimum of 5 years of experience in design & development of sports infrastructure	2	Full time
2.	Sports Development Expert	Graduate in any discipline with minimum of 5 years of experience in sports development sector. Degree/ PG Diploma in Sports Management will be preferred.	1	Full time
3.	Support Consultant	Graduation in any discipline with minimum 1 year of experience in Advisory services for State Departments / Govt. of India.	2	Full Time

- i. All resources shall be deployed full time at client site.
- ii. The entire team should be on-boarded ***within 1 week of award of contract*** and report to Director, Sports & Youth Affairs Haryana, Panchkula.
- iii. If at any point in time, the Government of Haryana feels that a resource is not up to the mark, a replacement will be demanded in written, and will need to be obliged within 01 week.
- iv. The team will be dedicated to work with the department and sharing of resources will be not allowed with any other project/ assignment.
- v. The proposed resources should be pass outs from State/Central government institutes or reputed private Institutes recognized by AICTE/NBA/NAAC/UGC/AACSB/AMBA or any such similar accreditation agencies.
- vi. The companies shall give their quotation indicating rates of per consultant, per man month so that subsequent addition/ deletion can be affected as per the requirement. In cases where additional manpower is required, the same may be deployed at the Man-month rates provided by the bidder. For any other service related to research or any material beyond scope of work in this domain or other assignment, the additional payment shall be made basis the efforts (calculated in terms of additional man-month basis).
- vii. Each Resource Person will make his/her attendance in DSYAGOH office

manually/electronically using Biometric Attendance System (BAS). Resource Person will be allowed to avail the leave of kind due as per Service Rules of their employer.

- viii. The entire work will be performed by selected consulting agency as per Standard Operating Procedure (SOP)/Guidelines of SAI/Rules/Procedure/instructions of State Government.
- ix. Each Resource person may have to work even after office hours or even during holidays.
- x. The PMU may be required to visit different locations in Haryana, for which TA/DA will be reimbursed as permissible to Class III at par of Grade III, Haryana State Government Employees as per Haryana Civil Services (TA) Rules, 2016.

2.37 Measures to be taken

- a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- 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 event 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 notice of the restoration of normal conditions as soon as possible.
- c. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.38 Duration of Service

The project duration will be for one year which may be extended if both the Parties agree.

J. Miscellaneous

2.39 This agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Panchkula shall have exclusive jurisdiction over matters arising out of or relating to this agreement.

2.40 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Panchkula shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in

connection with the Selection Process.

2.41 The DSYAGOH, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

2.41.1 suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;

2.41.2 consult with any Bidder in order to receive clarification or further information;

2.41.3 retain any information and/or evidence submitted to the DSYAGOH by, on behalf of and/or in relation to any Bidder; and/or

2.41.4 Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

2.41.5 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the DSYAGOH, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future. It is clarified that compensation shall be binding to both the parties under the Arbitration and Conciliation Act, 1996.

2.41.6 Technically qualified winner will have to bring man month rates breakup in proportion to the submitted financial bid at the time of opening of financial bid in following format. These man month rates will be applicable upto 12 months from the date of LOA:-

S#	Name of Position	Deployment (Person - Month)	Person-month rate (INR) per month	Total Cost in INR
1	Sports Infrastructure Expert-1	12		
2	Sports Infrastructure Expert-2	12		

3	Sports Development Expert	12		
4	Support Consultant-1	12		
5	Support Consultant-2	12		
Total Cost in INR				
Applicable GST in INR				
Grand Total Cost in INR				

K. Payment To Selected Bidder

2.42 The payment of fee shall be made as under:

S. No.	Stage	Timeline (in months)	Percentage of fee Quoted
I.	Signing of the agreement	T*	5%
II.	Mobilization of team & Inception Report	T + 1	5%
III.	Monthly Payment Progress Reports	Monthly	90% (Equally divided across 12 months) of the total quoted fee

***T - indicates the date of signing of the Agreement**

Note: Total Quoted Fee shall be subject to an increase of 10% year on year if extended. This increase shall be applicable on the total amount quoted by the consultant as mentioned in the Financial Proposal.

Payment Schedule

The Agency/consultant shall submit to the DSYAGOH monthly itemized invoices. The invoices shall be supported by monthly reports.

3. Criteria and Procedure of Evaluation

3.1. Evaluation criteria for Technical Proposal

From the time the Proposals are opened to the time the contract is awarded, if any Firm wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal **evaluation**,

proposal comparison or contract award decisions may result in the rejection of the Firm's proposal.

- (a) The mode of Evaluation shall be QCBS (Quality and Cost Based Selection). The ratio of Technical: Financial is 70:30.
- (b) The evaluation committee, appointed by the Client as a whole, and each of its members individually, shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub- criteria, and the point system specified in the Data Sheet. Each responsive proposal will be given a technical score (TS). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Particulars	Maximum Marks
1. Average Annual Consulting Turnover in the last 3 financial years (FY 2017-18, 2018-19 and 2019-20) <ul style="list-style-type: none"> - More than 200 Cr- 10 marks - More than 150 upto 200 Cr- 7 marks - Between 100-150 Cr- 5 marks 	10
2. Relevant experience of the bidder (Documents related to the projects along with scope of work, Work-order or completion certificates with Work order value should be submitted as part of the eligible projects)	40
(i) The Bidder should have undertaken and successfully completed 02 (two) relevant* Sports consulting assignments in India/Globally: <ul style="list-style-type: none"> · Project value of up to INR 50 lakhs to 01 Crore - 3 marks each · Project Value of above INR 01 Crore to 02 Crore - 4 marks each · Project value of more than INR 02 Crore - 5 marks each Maximum 02 projects will be evaluated under this criterion. Only one extension will be considered in a single contract.	10
(ii) The Bidder should have undertaken and successfully completed 2 (two) relevant* Sports consulting assignments with State / Central Government / Other Government agencies in India with a contract value of INR Fifty lakhs or above for each project. Projects submitted under this parameter must be different from the projects submitted under the parameter given at point no (i) above: Project value of up to INR 50 lakhs to 01 Crore - 3 marks	10

Particulars		Maximum Marks	
<p>each Project value of more than INR 01 Crore - 5 marks each</p> <p>Maximum 2 projects will be evaluated under this criterion.</p> <p>Only one extension will be considered in a single contract.</p>			
(iii) Relevant experience of assisting Central / State Governments in providing procurement support in infrastructure projects including procurement dashboard with in-house capability for developing an online dashboard for procurement - 5 marks		5	
(iv) Bidder has successfully completed an assignment related to setting up of a Sports Project Management Unit to assist a State/Central Government for development towards their Sports infrastructure with a minimum fee of INR 01 Crore and minimum a minimum of 2 Sports infrastructure consultants deployed full-time onsite. - 5 marks		5	
(v) Experience of undertaking Consulting relevant* assignments for sports infrastructure (with the scope of work including feasibility study, operating model, governance structure, spatial layouts/ cost estimation)		10	
<ul style="list-style-type: none"> • 1 mark per assignment, up to maximum of 10 marks 			
3. Relevant experience of the key professional staff proposed for the Assignment		40	
Position	Requirement	Count	Marks
Sports Infrastructure Expert	Graduate in Architecture/Civil Engineering/Urban Planning with minimum of 5 years of experience in design & development of sports infrastructure: <ul style="list-style-type: none"> • Above 10 Sports Infrastructure Projects = 9 Marks • 8-10 Sports Infrastructure Projects = 7 Marks • 5-7 Sports Infrastructure Projects = 5 Marks Additional 1 Mark for having experience with State/Central Government Sports Department	2	20 (9 marks each + 1 additional mark for experience with Central/State Govt. Sports Department)
Sports Development Expert	Graduate in any discipline with minimum of 5 years of experience in sports development sector. <ul style="list-style-type: none"> • Above 8 Sports Projects = 5 Marks • 7-8 Sports Projects = 4 Marks • 5-6 Sports Projects = 3 Marks Additional 5 Marks for having a Degree/ PG Diploma in sports Management.	1	10
Support Consultant	Graduation in any discipline with minimum 1 year of experience in Advisory services for State Departments / Govt. of India: <ul style="list-style-type: none"> • Above 10 Sports Projects = 3 Marks • 7-10 Sports Projects = 2 Marks 	2	10 (03 marks each + 2 additional marks each for diploma in sports)

Particulars		Maximum Marks	
	Additional 2 Marks for having experience in government procurement through GeM, e-tender and Supplies & Disposals, Haryana and well conversant with state government procurement rules.		
4. Presentation on Approach and methodology for the assignment including the assessment of the relevant skills and experience of the team for the assignment. (a) Technical Approach, Methodology including Presentation - 6 Marks (b) Work Plan based on Terms of Reference- 2 Marks (c) Organization and Staffing highlighting the job responsibility of each team member - 2 Marks The proposed Project Manager should make the presentation. Firm should ensure that all proposed team members should be present during the presentation along with the senior representative of the firm		10	
Grand Total (1 + 2 + 3 + 4)		100	

Notes

- Relevant assignment means any assignment with Sports department of any State/Central Government. Sports event with the any other department will not be considered.
- Copies of work orders/agreement must be submitted as a proof
- All the positions shall be based at DSYAGOH for the entire duration of the assignment

3.2. Evaluation of Technical Proposal

3.2.1 The minimum Technical Qualification score for the bidder to be qualified is 70% for opening of Financial Bid.

3.2.2 The Bidder shall be selected on the basis of QCBS Method, whereby technical proposal will be allotted weightage of 70% and financial proposal will be allotted weightage of 30%. The proposal with the lowest bid shall be given a financial score of 100 and the other proposals shall be given financial scores that are inversely proportionate to their bid. The total score, both technical and financial, shall be obtained by weighing the quality and cost score and adding them up.

3.3. Evaluation of Financial Proposal

3.3.1 In the second stage, the financial evaluation will be carried out. Each Financial Proposal will be assigned a financial score (SF).

3.3.2 For financial evaluation, the total cost indicated in the Financial Proposal will be considered.

3.3.3 The DSYAGOH will determine whether the Financial Proposals are

complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the bidder to be compensated and the liability to fulfill its obligations as per the ToR within the total quoted price shall be that of the Consultant. The lowest financial proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$SF = 100 \times FM/F$ (F = amount of Financial Proposal of the applicant)

3.4. Combined and Final Evaluation

3.4.1 Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times 0.70 + SF \times 0.30 \text{ (Where S is the combined score.)}$$

3.4.2 The Selected Bidder shall be the First Ranked Bidder (having the highest combined score). The Next Ranked Bidder shall be kept in reserve and maybe invited for negotiations in case the selected Bidder withdraws or fails to comply with the requirements specified in this document.

- (a) Negotiations will be held at the address indicated in the Data Sheet. The aim shall be to reach agreement on all points and sign a contract.
- (b) Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate the contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- (c) The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the firm will initial the agreed contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a Contract.

TECHNICAL PROPOSAL

APPENDIX-I

(See Clause 2.1.3)

Form-1
Letter of Proposal
(On Bidder's letterhead)

Dated:

The Director
Sports & Youth Affairs, Haryana,
Tau Devi Lal Sports Complex, Sector 3,
Panchkula - 134109

Sub: Appointment of Consultant as Project Management Unit in the Department of Sports & Youth Affairs, Haryana

Dear Sir,

1. With reference to your RFP document dated....., we, having examined the Bidding Documents and understood their contents, hereby submit our Proposal for the aforesaid Assignment. This proposal is unconditional.
2. All information provided in the Proposal and in the Appendices is true and correct.
3. This statement is made for the express purpose of qualifying as a Bidder for undertaking the Assignment.
4. We shall make available to the DSYAGOH any additional information it may find necessary or require supplementing or authenticate the Bid.
5. We acknowledge the right of the DSYAGOH to reject our Proposal 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 have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award.

7. We declare that:
 - a. We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the DSYAGOH.
 - b. We do not have any conflict of interest in accordance the RFP document;
 - c. 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 DSYAGOH or any other public sector enterprise or any government, Central or State; and
 - d. 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 has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to Bid for the Assignment, without incurring any liability to the Bidders, in accordance with the RFP document.
9. We declare that we are not a Member of any other firm submitting a Proposal for the Assignment.
10. 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 could cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.
11. 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.

12. We certify that we have not barred by any State/ Central Government of India or any entity controlled by them from participating in any project, and if the bar subsists on the date of proposal, we will not be eligible to submit the proposal.
13. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the DSYAGOH of the same immediately.
14. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the DSYAGOH in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Assignment and the terms and implementation thereof.
15. In the event of our being declared as the successful Bidder, we agree to enter into an Agreement in accordance with the draft that has been provided to us prior to the Proposal Due Date.
16. We have studied all the Bidding Document 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 DSYAGOH or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Concession.
17. The Fee has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement.
18. We offer an EMD of ₹ 2,00,000/- (**Rupees Two Lac only**) to the DSYAGOH in accordance with the RFP Document.

19. We agree and understand that the Proposal is subject to the provisions of the Bidding Document. In no case, we shall have any claim or right of whatsoever nature if the assignment is not awarded to us or our Proposal is not opened.

20. We agree to keep this offer valid for 90 (Ninety) days from the Proposal Due Date specified in the RFP.

21. We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature of the Authorized
signatory)(Name and designation of the Authorized
signatory)
Name and seal of Bidder

Date: -
Place: -

**Form-2
Particulars of Bidders**

1. Name of the Company:
2. Registered Office:
3. Date of Incorporation:
4. Constitution of the Bidder Company:
5. Core business activities:
6. Experience in consultancy services (years) with proof:
7. Date of first assignment:
8. Presence in India:
9. No. of employees in Government consulting division:
10. Details of contact persons:
11. Any other details:

Name: Designation:

Contact tel. No.:

Mobile no.:

Fax no.:

Email ID

Postal address:

(Signature of Authorized signatory)

Form-3
Financial Capacity of the Bidder
(Refer Clause 2.2.2)

Particulars	Rupees in Crores		
	2017-18	2018-19	2019-2020
Annual Turnover from Indian Operations in Consulting Services			
Average Annual Turnover for last 3 Financial Years (2017-18, 2018-19, 2019-20)			
Annual Turnover from Government/ Public Sector consulting services in India			

(Signature of Authorized signatory)

This is to certify that the above information has been examined by us on the basis of relevant documents & other relevant information and the information submitted above is as per record and as per details annexed.

Signature, Address, Seal & Membership No. of Chartered Accountant

Form-4
(for clause 2.2.2 and 3.1)

Project Experience Format

Project Name:		Country:
Project Location within Country:		Professional Staff Provided by the Firm:
Name of Client:		No. of Staff:
Start Date (Mon/YYYY):	Completion Date (Mon/YYYY):	Approx. Value of Services:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Detailed Narrative Description of Project:		
Detailed Narrative Description of Project:		

Note-: Documents viz. Letter of Award/Agreement, duly certified by the authorized signatory of the bidding company to be enclosed in support of projects.

Form - 5

Write up on Project Conceptual Clarity and Approach

In this write up the firm should propose the following: -

- Understanding of the project,
- Action plan it intends to follow
- Matrix of staff deployment as per timeline & Mobilization of extraresources
- Deliverables and their timeline,
- Value addition proposed for the assignment.

The practical difficulties and obstacles which can possibly arise during the course of assignment and how to address them should also be highlighted.

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Form-6

Curriculum Vitae (CV) of Proposed Team Members

Proposed Position:

Name of Team Member:

Designation:

Date of Birth:

Nationality:.....

Membership of Professional Societies

.....

Detailed Task Assigned:

.....

Key Qualifications: [Give an outline of team member’s experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by team member on relevant previous assignments and give dates and locations. Use about half a page.]

Education: [Summarize college/university and other specialized education of team member, giving their names, dates attended, and degrees obtained. Use about one quarter of a page]

Note: - Personnel is to affix his recent photograph on first page of CV.

Employment Record: [Starting with present position, list in reverse order every employment held. List all positions held by team member since graduation, giving dates, name of employing organizations, titles of positions held, and locations of assignments.]

Languages: [For English language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification

I, the undersigned, certify to the best of my knowledge and belief that:

- (i) This CV correctly describes my qualifications and my experience.
- (ii) I am not employed by the Executing /Implementing Agency.
- (iii) I am committed to undertake the assignment within the

validity of Proposal.

Name & Signature of
the Key Personnel

Name & signature of the authorized
signatory

Form-7

Composition of the Team and Tasks of Team Members

Sr. No.	Name	Proposed Position	Task Assigned

We undertake that the professionals as mentioned above shall remain with the assignment till the end of contract. Any change in the above composition of personnel shall not be done without prior permission of DSYAGOH.

Name & signature of the authorized signatory

APPENDIX - II
Form 8: Financial Proposal Covering Letter
(On Bidder's letter head)[Location, Date]

FROM: [Name of Bidder]

.....
.....

To

The Director
Sports & Youth Affairs, Haryana,
Tau Devi Lal Sports Complex, Sector 3,
Panchkula - 134109

Sub: Appointment of Consultants

Dear Sir,

We, the undersigned, offer to provide the services as Project Management Consultant in the Department of Sports & Youth Affairs, Haryana in accordance with your RFP. Our Financial Proposal for Assignment is for the sum of ₹..... (in lakhs). (Amount in words and figure) this amount is inclusive of all taxes including service tax.

2. Our Financial Proposal shall be binding upon us up to the expiration of the validity period of the Proposal, as per RFP i.e. upto (Date)
3. The Financial Proposal is without any condition.
4. This financial proposal covers remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.)
5. The offer price quoted by us is inclusive of all not specifically mentioned in the RFP document, but essential for successful completion of assignment.
6. We undertake that in competing for and, if the award is made to us, in

executing the above consultancy services, we will strongly observe the laws against fraud and corruption to force in India namely “Prevention of Corruption Act 1988”.We understand that you are not bound to accept any Proposal your receive.

Yours sincerely,

Authorized Signature: Name and
Title of Signatory: Name of Bidder:
Address:

APPENDIX - III

Form 9
Form of Agreement

Draft of Agreement

Agreement for Selection of consultants for setup of PMU in the Department of Sports & Youth Affairs, Haryana.

This AGREEMENT is made on the _____ day of _____ the month of _____ 2021 between, Department of Sports & Youth Affairs, Government of Haryana (DSYAGOH) having its office at Tau Devi Lal Sports Complex, Sector 3, Panchkula, Haryana 134109; India (hereinafter referred to as “DSYAGOH” which expression shall include its successors) of the first Part, and, M/s _____ (hereinafter referred to as the “Project Management Consultant Agency” which expression shall include its successors) of the Second Part.

Whereas, DSYAGOH has floated Request for Proposal No..... on date _____ for Selection of Consultants for setup of PMU in the DSYAGOH as defined in RFP document (hereinafter referred to as the “Project”).

And whereas, the “Consultant Agency” submitted its proposals for the aforesaid project, whereby the “Consultant Agency” represented to the DSYAGOH that it had the required professional skills, and in the said proposals the “**Consultant Agency**” also agreed to provide the Services to the DSYAGOH on the terms and conditions as set forth in the RFP and this Agreement;

And whereas the DSYAGOH, on acceptance of the aforesaid proposal of the “**Consultant Agency**”, issued Letter of Award dated _____ (the “**LOA**”) to the “**Consultant Agency**”.

NOW, This AGREEMENT witnesses as follows: -

1. Definitions

In this document, unless otherwise mentioned or expressed clearly, the terms Bidder would have meaning as given below:

- 1.1 **“Bidder”** means the organization which signs and submits the RFP document and bids for the contract and / or awarded the Contract **“Selection of Project Management Consultant Agency for setup of PMU in the Department of Sports & Youth Affairs, Haryana”**.
- 1.2 **“Committee”** means Committee constituted by **“Director, Sports & Youth Affairs, Government of Haryana”** in relation to this Process by whatever name and includes Authority officials. Technical Committee and Central Purchase Committee as appointed by the Authority, for the purpose of processing this RFP.
- 1.3 **“Authority”** means Director, Sports & Youth Affairs, Government of Haryana, Tau Devi Lal Sports Complex, Sector 3, Panchkula, Haryana-160017
- 1.4 **“Contract/ Agreement”** means the Agreement entered into between the Authority and the Bidder as recorded in the Contract form signed by the Authority and the Bidder including all attachments and Appendix/ Annexes thereto, the RFP and all Annexes thereto and the agreed terms as set out in the proposal, all documents incorporated by reference therein and amendments and modifications to the above from time to time;
- 1.5 **“Department”** means Department of Sports & Youth Affairs, Government of Haryana.
- 1.6 **“Effective Date”** means the date on which the Contract is signed and executed by the Authority and successful bidder.
- 1.7 **“Penalty”** means the financial deduction imposed due to violation of Contract, Breach of SLA or Failure to achieve the Standards of Service set in this RFP.
- 1.8 **“Purchaser”** Purchaser means Director, Sports & Youth Affairs, shall be authorized person to act on behalf of Authority in

reference to this RFP.

- 1.9** **“Performance Bank Guarantee (PBG)”** Means Unconditional Irrevocable Bank Guarantee from a Nationalized Bank valid till completion of the Contract.
 - 1.10** **“Successful Bidder”** The bidder who signs and submits the RFP document and bids for the contract and is awarded the bidder for **““Selection of consultants for setup of PMU in the Department of Sports & Youth Affairs, Haryana ”**.
 - 1.11** All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.
 - 1.12** Any reference to "Clause" means clause of this agreement.
- 2.** The following documents along with all addenda shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over other would be as laid down below beginning from the highest priority to the lowest priority:
- a) Agreement;
 - b) Annexure of Agreement;
 - c) RFP; and
 - d) Letter of Award
- 3.** The following documents in relation with the RFP shall be deemed to form and be read and construed as part of this Agreement viz.;
- 3.1** Invitation for Proposals
 - 3.2** Scope of Work as defined in section 1 of RFP document
 - 3.3** Instructions to Bidders
 - 3.4** Eligibility Criteria
 - 3.5** General Contract Conditions
 - 3.6** All Annexure, formats, amendments, supplements, corrigendum or clarifications, thereto and LOA.

4. The payment will be on actual work performed as per Financial bid received from the selected **Project Management Consultant Agency** (Appendix II to this agreement) and the amount payable by DSYAGOH in favor of M/S [insert fullname of the company/vendor] will be worked out as per terms of payment stated in the RFP.
5. The contract shall begin from the date of signing of the contract or as andwhen the Project would be assigned to the selected bidder.
6. The mutual rights and obligations of the Corporation and the selected bidder shall be as set forth in the Contract, in particular:
 - 6.1 the selected bidder shall carry out the services in accordance with the provisions of the Contract;
 - 6.2 the selected bidder shall provide professional, objective and impartial advice and at all times, hold the DSYAGOH's interest paramount, strictly avoid conflicts with other assignments/ jobs, downstream projects or their corporate interests and act without any consideration for future work.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed in their respective names as of the day, month and year first above written.

For and on behalf of Selected Firm:

For and on behalf of DSYAGOH:

(Signature of Authorized
Representative)

(Signature of Authorized
Representative)

Name
Designation
Address
Phone/Fax No.

Name
Designation
Address
Phone/Fax No.

Witness

Witness

(Signature)

(Signature)

(Name)

(Name)

(Address)

(Address)

Form-10

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

1. In consideration of the Department of Sports & Youth Affairs, Government of Haryana (hereinafter called “the DSYAGOH”)having agreed to exempt_(hereinafter called “the saidsuccessful bidder”) from the demand, under the terms and conditions of an Agreement, dated made between DSYAGOH, having its office at Tau Devi Lal Sports Complex, Sector 3, Panchkula, Haryana; India and _____ for the setup of PMU in the Department of Sports & Youth Affairs (hereinafter called “the said Agreement”), of security deposit for the due fulfillment by the said “**Project Management Consultant Agency**” of the terms and conditions contained in the said Agreement, on production of a bank guarantee for Rs. _____(Rupees only) We,(indicate the name of the Bank), (hereinafter referred to as “the Bank”) at the request of _____(“**Project Management Consultant Agency**”) do hereby undertake to pay to the DSYAGOH an amount not exceeding Rs. _____against any loss or damage caused to or suffered or would be caused to or suffered by the DSYAGOH by reason of any breach by the said **Project Management Consultant Agency** of any of the terms or conditions contained in the said Agreement.

2. We (indicate the name of the Bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the DSYAGOH stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DSYAGOH by reason of breach by the said “**Project Management Consultant Agency**” of any of the terms or conditions contained in the said Agreement or by reason of the “**Project Management Consultant Agency**” failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____

3. We undertake to pay to the DSYAGOH any money so demanded notwithstanding any dispute or disputes raised by the Project Management Consultant Agency in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the **“Project Management Consultant Agency”** shall have no claim against us for making such payment.
4. We, (indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the DSYAGOH under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or DSYAGOH certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said **“Project Management Consultant Agency”** and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the_ we shall be discharged from all liability under this guarantee thereafter.
5. We, (indicate the name of bank) further agree with the DSYAGOH that the DSYAGOH shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said **“Project Management Consultant Agency”** from time to time or to postpone for any time or from time to time any of the powers exercisable by the DSYAGOH against the **“Project Management Consultant Agency”** and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said **“Project Management Consultant Agency”** or for any forbearance, act or commission on the part of the DSYAGOH or any indulgence by the DSYAGOH to the said **“Project Management Consultant Agency”** or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the **“Project Management Consultant Agency”**.
7. We, (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the DSYAGOH in writing.
8. This guarantee shall be valid for a period of one year with effect from (date of LOA).

Dated the _____ day of _____, 2021 for _____ (Indicate the name of Bank)

Form-11
Form of Power of Attorney for Signing Of Proposal

(On a Stamp Paper of relevant value)

Power of Attorney

Know all men by these presents, we _____ (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms.

_____ (name and address of residence) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the **“Selection of Project Management Consultant Agency for setup of PMU in the Department of Sports & Youth Affairs, Haryana”** including signing and submission of all documents and providing information/ responses to DSYAGOH, representing us in all matters before DSYAGOH in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

(Signature)
(Name, Title and Address)

I Accept _____ (Signature)
(Name, Title and Address of the Attorney)

Notes:

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 executants (s). Also, where required, the executants(s) 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 **Project Management Consultant Agency**. In case the Proposal is signed by an authorized signatory on behalf of the bidder, a copy of appropriate resolution certified by company secretary conveying such authority may be enclosed in lieu of the power of Attorney.