



Request for Proposal (RFP)

for engaging

Printing Agencies for printing Coffee Table Book & Souvenir Book 35th National Games

Tender No: 103/NGOC/2014-15

December 17, 2014

**National Games Secretariat,
Chandrasekharan Nair Stadium, Palayam,
Thiruvananthapuram, Kerala, India**

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Disclaimer

This **Request for Proposal (“RFP”)** is issued by the National Games Secretariat (“NGS”). National Games Secretariat is the Nodal Agency formed by the **Department of Sports & Youth Affairs, Government of Kerala (GoK)** for facilitating the conduct of the **35th National Games**. NGS is the institutional arm for Sports Infrastructure creation and conduct of the Games and has been registered as a society under Travancore – Cochin Literary Scientific and Charitable Societies Act – 1955 for the effective monitoring of all projects for Games. This Request for Proposal is neither an agreement, nor an offer or invitation to perform work of any kind to any party. The purpose of this Request for Proposal is to provide interested parties with information to assist the preparation of their Proposals.

Whilst the information in this **RFP** has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither NGS, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed Project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, deletion, revision and amendment at the sole discretion of NGS prior to the last date of submission of the bid by prospective bidders. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for making a decision for participation in this process. Neither NGS nor any of its officers, employees nor any of its advisors nor consultants undertakes to provide any Party with access to any additional information or to update the information in this RFP or to correct any inaccuracies therein which may become apparent. Each Party must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and

is advised to carryout its own investigation into the proposed Project, the regulatory regime which applies thereto and by and all matters pertinent to the Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the Project.

This RFP includes certain statements, estimates, projections, targets and forecasts regarding the Project. Such statements estimates, projections, targets and forecasts reflect various assumptions made by the management, officers and employees of NGS, which assumptions (and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based & nothing in this RFP is, or should be relief on as, a promise, representation or warranty.

1. Section I –Background of the Tender and Notice Inviting Bids

1.1 Background of the Tender

- a. The National Games of India is the premier Multi Discipline Sporting Event held in the country, once in every two years. As the custodian of the National Games, the Indian Olympic Association (IOA) has allotted the 35th National Games to the State of Kerala in South India. The Games are scheduled to be held from 31st January 2015 to 14th February 2015.
- b. The National Games Secretariat (the “NGS” or the “Authority”) is the Nodal Agency of the State Government of Kerala, mandated with the responsibility of organizing the 35th National Games of India.
- c. The Games are expected to be held during a 15 day period held from 31st January 2015 to 14th February 2015, in 29 Competition Venues located across seven Districts of the State of Kerala. Competitions will be held in 31 Sports Disciplines, which will attract the crème-de-la-crème of the Sports Fraternity of India to the State of Kerala to participate in this largest multi-sport Event of India. The details of Venues and the respective Sports are attached as Annexure 5.
- d. The Souvenir Committee under NGOC (“National Games Organising Committee”) has decided to print high quality Coffee Table Books and Souvenir Books in connection with the Games.
- e. NGS invites bids from reputed agencies, with experience in similar printing works, to undertake the printing of the Coffee Table Book and Souvenir Book of the Games.
- f. NGS has already selected an Agency to undertake the design and layout of the Coffee Table Book.
- g. The Agency selected for the printing of the Souvenir Book will be responsible for the page design, layout and artwork.
- h. NGS may either select a single Agency for executing both works or two agencies – one for executing the Coffee Table Book and another for executing the Souvenir, depending on the financial quotes received.

- i. Bidders should quote the all-inclusive fee for executing each assignment.
- j. Bidders may either quote for both projects or quote for only one of the projects.
- k. Key Address and Contact Details are as follows:

For all queries and clarifications on the RFP
Chief Commissioner & Principal Coordinator National Games Secretariat, Chandrasekharan Nair Stadium, Palayam, Thiruvananthapuram-695033, Kerala. Phone: +91 471 -2302287 Email: infra@kerala2015.com , ngoc@kerala2015.com Website: www.kerala2015.com
for clarifications about the e-tendering system
e-Procurement Help Desk, Basement floor of Pension Treasury Building, Uppalam Road, Statue, Thiruvananthapuram. Phone: +91 (0) 471-2577088, +91 (0) 471-2577188 Email: etendershelp@kerala.gov.in

1.2 Notice Inviting Bids

The Chief Commissioner & Principal Coordinator, National Games Secretariat invites online tenders from reputed Agencies for the **Printing of Coffee Table Book and Souvenir** for use in the 35th National Games, scheduled to be held from 31st January 2015 to 14th February 2015.

Key Dates

No	Events	Details
1	Commencement of issuance of RFP document	December 17, 2014
2	Last date for receipt of queries	December 20, 2014
3	Pre-Bid Meeting	11:00 am, December 22, 2014
4	Last date for issuance of Corrigendum, if any	December 23, 2014
5	Last date for Submission of Bid	5:00 pm, January 03, 2014
6	Date and Time for Opening of Technical Bid	5:30 pm, January 06, 2014
7	Date and Time of Opening of Financial Bids	To be intimated later
8	Declaration of Successful Bidder	To be intimated later

Document Fee and Earnest Money Deposit

1	Document Fee	Rs.6,000/- + 5% VAT (Rupees Six Thousand + 5% VAT)
2	Earnest Money Deposit	Rs40,000/- (Rupees Twenty Five Thousand)

**Chief Commissioner & Principal Coordinator
National Games Secretariat
Chandrasekharan Nair Stadium, Palayam,
Thiruvananthapuram-695033, Kerala
Phone: +91 471 -2302287
Email: ngoc@kerala2015.com
Website: www.kerala2015.com**

2. Section II: Scope of Work

2.1 Scope of Services

Coffee Table Book

The Agency should have the requisite prior experience and in-house expertise for execution of this work.

For the time bound delivery of the Coffee Table Book, the Scope of Work of the Printing Agency shall be broadly as listed below, but not limited to these:

- Printing
- Packing
- Transportation to National Games Secretariat
Once to ready to print DVD is handed over, the printing, packing, transportation to National Games Secretariat should be completed in 12 days.

Souvenir Book

The Agency should have the requisite prior experience and in-house expertise for execution of this work.

For the time bound delivery of the Souvenir Book, the Scope of Work of the Printing Agency shall be broadly as listed below, but not limited to these:

- Page Design
- Layout
- Artwork
- Printing
- Packing
- Transportation to National Games Secretariat
Once the matter is handed over, the printing, packing, transportation to National Games Secretariat should be completed in 12 days.

2.2 Milestones and Payments

Assignment Timelines and Payment Schedule

The Games Coffee Table Book is expected to be published ahead of the Games and therefore, time is the essence of this assignment. Hence the selected Agency shall be required to follow a very tight execution timeline for the submission of the major deliverables of this assignment. The timeframe for the assignment as per this Tender requirement is given in the Table below. NGS reserves the right to suitably revise this timeline, taking into account the exigencies of the requirements of this assignment.

Coffee Table Book

No	Milestones	Timelines	Payment Schedule
1	Handover of design by NGS to Printing Agency	T	
2	Submission of Draft Printout	T + 5 days	
3	Review and Approval of Draft Printout by NGS	T + 8 days	50% on approval of Draft
4	Delivery of Final Copies to NGS	T + 12 days	50% on approval of Final Printed Copies

Souvenir Book

No	Milestones	Timelines	Payment Schedule
1	Handover of matter by NGS to Printing Agency	T	

2	Submission of Draft Printout	T + 5 days	
3	Review and Approval of Draft Printout by NGS	T + 8 days	50% on approval of Draft
4	Delivery of Final Copies to NGS	T + 12 days	50% on approval of Final Printed Copies

2.3 *Liquidated Damages for Delays*

Timely execution of the project at the high quality standards is the essence of this assignment. The requirements are for a critical Event of National importance and even a single day's delay can have very serious ramifications, even leading to the suspension of the Games. Hence NGS cannot afford to allow even a day's extension in the delivery of the requisite services. Hence, in the event of any delay beyond the time set for completion of Services of the Selected Agency shall be summarily terminated by NGS and the Performance Security furnished by the selected Agency will be forfeited and NGS shall have the right to make alternate arrangements. The Selected Agency may also be blacklisted from all Govt business in Kerala State.

3 Section III: Terms & Conditions and Instructions to Bidders

3.1 Important points while making online payment for e-Tenders

- a. Depending on the choice made by bidder for making online payment, e-Procurement system will automatically direct the payment to Government pool account for payments through SBT Internet banking. For bidders making payment through NEFT/RTGS mode, payment will be automatically directed to the account number provided in the Remittance form.
- b. Bidders, while participating in online tenders published in Government of Kerala's e-Procurement website (<http://etenders.kerala.gov.in>), should ensure the following:
 - i. Single transaction for remitting Tender document fee and EMD: Bidder should ensure that tender document fees and EMD are remitted as one single transaction and not separate. Separate or split remittance for tender document fee and EMD shall be treated as invalid transactions.
 - ii. Account number as per Remittance Form only: Bidder should ensure that account no. entered during NEFT/RTGS remittance at any bank counter or during adding beneficiary account in Internet banking site is the same as it appears in the remittance form generated for that particular bid by the e-Procurement system. Bidder should ensure that tender document fees and EMD are remitted only to the account number given in the Remittance form provided by e-Procurement system for that particular tender.
 - iii. Bidder should ensure the correctness of details inputted while remittance through NEFT/RTGS. Please also ensure that your banker inputs the Account Number (which is case sensitive) as displayed or appears in the Remittance form.
 - iv. Bidder should not truncate or add any other detail to the above account number. No additional information like bidder name, company name, etc.

should be entered in the account no. column along with account no. for NEFT remittance.

- v. Only NEFT and RTGS remittance allowed: Account to Account transfers or Cash payments are not allowed and are invalid mode of payments. Hence, the remittance form provided by e-Procurement system is to be used only for NEFT/RTGS payment.
- vi. UTR number: Bidders should ensure that the remittance confirmation (UTR number) received after NEFT transfer should be updated as it is, without any truncation or addition, in the e-Procurement system for tracking the payment.
- vii. One Remittance form per bidder and per bid: The remittance form provided by e-Procurement system shall be valid for that particular bidder and bid and should not be re-used for any other tender or bid or by any other bidder.

The bids will not be considered for further processing if bidder fails to comply on points (i) to (v) above and tender fees and EMD will be reversed to the account from which it was received.

3.2 Eligibility Criteria for Participation:

i. Pre-qualification Requirements for Coffee Table Book

- A. The Bidder should have five years of prior experience in the field of printing of high end publications.
- B. The Bidder should have had an average annual turnover of at least Rs 5 crores over the past three years from printing related works.
- C. In the last 5 years, the Applicant should have successfully produced at least 5 high quality Coffee Table Books or similar works. Additionally, The Bidders should present to the Souvenir Committee, samples of the 5 high quality works produced by them. The Souvenir Committee/Core Group shall examine the quality of the works produced. Bidders who do not produce 5 sample works of an acceptable standard will be rejected.

ii. Pre-qualification Requirements for Souvenir Book

- A. The Bidder should have at least ten years' experience of printing high end quality souvenir books or similar works.
- B. The Bidder should have an average annual turnover of at least Rs 5 crores from printing related works.
- C. The Bidder should have successfully printed at least 5 souvenirs of national/international events or similar works, during the last 3 years. Additionally, the Bidders should present to the Souvenir Committee, samples of 5 high quality Souvenir Books or similar works produced by them. The Souvenir Committee/Core Group shall examine the quality of the works presented. Bidders who do not produce 5 sample works of an acceptable standard will be rejected.

The Documentary proof of all the aforesaid eligibility criteria shall be submitted as part of Technical Package in the Pre-Qualification Response Sheet Annexure 2 – Form 2, failing which the bid is liable to be rejected.

3.3 Disqualification

Even if a Bidder meets the above criteria, NGS may, at its discretion and at any stage during the selection process or execution of the Project, order disqualification of the Bidder if the Bidder has:

- a) Made misleading or false representations in the forms, statements and attachments submitted; or
- b) The Bidder has been blacklisted by any Government Agency after the Pre-Qualification Stage
- c) Engaged in corrupt or fraudulent or collusion or coercive practices with regard to tender process mentioned in this RFP.

3.4 Pre-Bid Conference

- a. NGS shall hold a Pre-Bid Conference on the date and time specified in Clause 1.2, at the NGS Conference Hall, to discuss the details related to the Project with the Applicants.
- b. Prior to the Pre-Bid Conference, the Applicants may submit a list of queries, comments, if any and submit the same to NGS before the date and time specified in Clause 1.2 . Queries received after the set time limit may not be considered by NGS.
- c. NGS, at its discretion, may respond to queries after the Pre-Bid Conference and such response(s) shall be posted on the NGS website as identified above.
- d. Attendance of the Applicants at the Pre-Bid conference is not mandatory.

3.5 Clarifications on RFP

- a. All prospective bidders requiring any clarification with regards to this RFP document may notify NGS in writing, by email/tele-fax/mail at the mailing address indicated in Clause No. 1.1 (h). NGS will respond in writing to any request for clarification which is received prior to the Pre-Bid Conference. NGS may not

respond to any request for clarification to queries on this Document, received later than the date of the Pre-Bid Conference.

- b. The reply to the queries of various bidders in the Pre-Bid Conference would be put up on the website of the 35th National Games and if required, appropriate corrigendum to this RFP document would also be put up on the website.
- c. Such corrigendum/Corrigenda, if issued, would form part of this RFP and Bidders would be advised to prepare their proposals in accordance with the RFP and the corrigendum/Corrigenda.

3.6 *Amendment to RFP Document*

- a. At any time prior to the last date for the issuance of corrigendum as mentioned in this RFP, NGS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidders, modify the RFP Document by a Corrigendum/Corrigenda.
- b. The reply to the queries of Shortlisted Agencies would consolidate and if required, appropriate Corrigendum/ Corrigenda to this RFP shall be released by NGS.
- c. Such Corrigendum/Corrigenda, if issued, would form part of this RFP and Bidders would be advised to prepare their Proposal in accordance with such corrigendum/Corrigenda.
- d. Such Corrigenda, if any, shall be uploaded in the website www.kerala2015.com.

3.7 *RFP Document Fees*

- a. A document fee for the amount specified in Clause 1.2 shall be remitted through online payment mechanism for e-procurement system of Govt. of Kerala through NEFT/RTGS.
- b. Bidders should remit the Document Fee using the online payment options of e-Procurement system only. Bidders are advised to visit the “Downloads” sections in the e-Procurement website (<http://etenders.kerala.gov.in>) for detailed instructions on modalities of online payment using internet banking facility of SBT or by using NEFT/RTGS facility. Bidders who opt for NEFT/RTGS facility of online payment

are advised to exercise this option at least 48 hours before the bid submission closing date to ensure that payment towards Document Fee are credited and a confirmation is reflected in the e-Procurement system. NGS/KSITM/NIC/GBT/TCC shall not be responsible for any kind of delay in payment status confirmation.

3.8 *Earnest Money Deposit (EMD)/ Bid Security*

- a. The Bidder shall furnish, as part of its Bid, a refundable EMD for the amount specified in Clause 1.2. The EMD/Bid Security shall be remitted using online payment mechanism for e-procurement system of Govt. of Kerala <http://etenders.kerala.gov.in> through NEFT/RTGS.
- b. Bidders should remit the EMD using the online payment options of e-Procurement system only. Bidders are advised to visit the “Downloads” sections in the e-Procurement website (<http://etenders.kerala.gov.in>) for detailed instructions on modalities of online payment using internet banking facility of SBT or by using NEFT/RTGS facility. Bidders who opt for NEFT/RTGS facility of online payment are advised to exercise this option at least 48 hours before the bid submission closing date to ensure that payment towards EMD are credited and a confirmation is reflected in the e-Procurement system. NGS/KSITM/NIC/GBT/TCC shall not be responsible for any kind of delay in payment status confirmation.
- c. In case of inadequacy or non-submission of prescribed EMD/Bid Security along with the Bid, the Bid shall be deemed to be non-responsive and will be disqualified and summarily rejected.
- d. Unsuccessful Bidder’s EMD will be refunded without interest after the award of the Contract to the Successful Bidder. The Successful Bidder’s EMD will be refunded without interest upon the Successful Bidder deposit the required Performance Bank Guarantee.
- e. The EMD shall be forfeited under the following circumstances:
 - i. If a Bidder withdraws his bid or increases the quoted prices during the period of bid validity, or its extended period; or

- ii. In the case of a successful Bidder, if s/he fails within the specified time limit to:
 - 1) Sign the Contract Agreement or,
 - 2) Furnish the required Performance Security.

3.9 -Deleted--

3.10 Bidder's Responsibility

- a. The Bidder is solely responsible for the details of its Bid and the preparation of Bids.
- b. The Bidder is expected to examine carefully all the contents of RFP document, including instructions, conditions, forms, and terms etc and take them fully into account before submitting his offer. Bids, which do not satisfy all the requirements, as detailed in these documents, are liable to be rejected as being unresponsive.
- c. The items to be supplied and the work to be executed against this tender are detailed in Annexure 6 of this RFP.
- d. Those bids which does not conform to the terms and conditions of this RFP will not be considered for Financial Evaluation and shall be summarily rejected.
- e. The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Authority will in no case be responsible and liable for these costs.

3.11 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of the Proposal. NGS shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

3.12 Bid Validity

Bids shall be valid for a period 120 days from the last date of submission of Bids or the extended date thereof. NGS reserves the right to reject any Bid, which does not meet this requirement. Prior to the expiry of the original Bid Validity Period, NGS may, at its discretion, request Bidders to extend the Bid Validity Period for a specified additional period.

3.13 Documents Comprising the Bid

All bid/tender documents are to be submitted online only and in the designated cover(s)/envelope(s) on the e-GP website, <http://etenders.kerala.gov.in>. Tenders/bids shall be accepted only through online mode on the e-GP website and no manual submission of the same shall be entertained.

Part 1- Technical Package

Part 1, the “**Technical Package**” should have the following documents.

- i. Letter of RFP submission – Format attached as Annexure 1.
- ii. RFP Document Fee for the amount specified in Clause 1.2, furnished in accordance with Clause No. 3.7
- iii. An EMD for the amount specified in Clause 1.2, furnished in accordance with Clause No. 3.8.
- iv. Certificate of Incorporation/ Firm Registration Certificate/ Partnership Deed.
- v. Power of Attorney in favour of person authorized to sign the documents as per Annexure 3.
- vi. Response Sheet as per Annexure 2, containing the following details.
 - a. General Details. (Annexure 2 – Form 1)
 - b. Pre-Qualification Response Sheet. (Annexure 2 – Form 2)
 - c. Experience Details. (Annexure 2 – Form 3)
 - d. Financial Information, including Audited balance sheet for last 5 years duly signed by a Chartered Accountant. (Annexure 2 – Form 4). Or certificate from Chartered Accountant

Part 2- Financial Package

The Part 2, the “**Financial Package**” should be submitted as per the BoQ downloaded against this tender. Bill of Quantities (BoQ) files other than those downloaded against the Tender will not be considered.

The samples of the works of the Agency have to be presented to the Committee on the date of the opening of the Technical Bids. Samples will be returned after the Technical Evaluation.

3.14 Submission of Bids

- a. A document fee specified in Clause 1.2 shall be remitted through online payment mechanism for e-procurement system of Govt. of Kerala through NEFT/RTGS.
- b. All bid/tender documents are to be submitted online only and in the designated cover(s)/envelope(s) on the e-GP website, <http://etenders.kerala.gov.in>. Tenders/bids shall be accepted only through online mode on the e-GP website and no manual submission of the same shall be entertained.
- c. The bidders are requested to go through in detail, the instruction to the bidders in the website <http://etenders.kerala.gov.in>. The bidders who submit their bids for this tender with their digital signature, using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed to the terms and conditions in the website including the terms and conditions of this tender.
- d. BoQ files other than downloaded against the Tender will not be considered.
- f. The Scope of Work to be carried out by the Selected Agency is detailed in Clause 2.1 and Annexure 6. The Bidders are required to quote for the entire scope of work detailed in Annexure 6, failing which the Bid will not be considered for evaluation. The items to be printed, delivered to National Games Secretariat,
- g. The tenderer shall quote for all items mentioned in the tender and no item shall be left unattended without offering a firm rate. If such a case arises, the rate quoted for the item of work will be treated as zero (0).
- h. The tenderer shall quote the rate for each item in figures as well as in words and if there are any discrepancies, the rate quoted in words will be taken as final.

- i. Prices quoted by the tenderers shall be fixed and final during the tenderers performance of the contract and shall not be subject to any escalation or variation on any account. A tender submitted with an adjustable price quotation and tender with conditions is liable for rejection. The decision of NGS will be final in this regard.
- j. Prices quoted in the Bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, NGS reserves the right to negotiate the prices quoted in the Bid to effect downward modification before award of contract.

3.15 *Due Date of Bid Submission*

- a. Bids should be submitted on or before the stipulated date and time referred to in clause 1.2.
- b. NGS may, at their discretion, extend the target dates mentioned in clause 1.2, in which case all rights and obligations of NGS and the Bidder shall thereafter be subject to the new deadline as extended. If such nominated date for submission of Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the date for submission of Bid.

3.16 *Late Bids*

- a. Any Bid received after the deadline prescribed in clause 1.2 or after an extended submission date and time so intimated by the Authority, will not be considered and will be returned unopened to the Bidder.
- b. No further correspondence on this subject will be entertained.

3.17 *NGS's right to accept any Bid and to reject any or all Bids*

- i. Notwithstanding anything contained in this RFP, NGS reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders.

- ii. NGS reserves the right to cancel/annul the selection process, at any stage prior to the award of the Contract, in larger public interest, on account of the following:
 - a) occurrence of any event due to which it is not possible to proceed with the selection process
 - b) an evidence of a possible collaboration/mischief on part of Bidders, impacting the competition and transparency of the selection process,
 - c) any other reason, which in the opinion of the Authority necessitates the cancellation of the selection process
- iii. On occurrence of any such event, NGS shall notify all the Bidders within 7 days of such decision. NGS shall also promptly return the Bid Security submitted by the Bidders within 15 days of issue of such notice. NGS is not obligated to provide any reason or clarification to any Bidder on this account. NGS's liability under this clause is restricted to returning the Bid Security and no other reimbursements of costs/ expenses of any type shall be made by the Authority on this account.
- iv. The Authority further reserves the right to retender the process or get the work done by a Government agency or Quasi Government agency if the Authority is of the opinion that the bids received are not economically or otherwise feasible or not acceptable due to reasons in sub clauses (a) to (c) above.

3.18 *Disputes*

- a. If a dispute of any kind whatsoever arises between NGS and the Successful Bidder in connection with or arising out of the RFP or the execution of the Contract, whether during the execution of the Project or after its completion and whether before or after repudiation or termination of the Contract, including any dispute as to any decision, opinion, consent, expression of satisfaction, approval, determination of value, action or instruction of NGS, the matter in dispute shall be referred in writing to the Chief Commissioner & Principal Coordinator , NGS.
- b. Not later than 21 days after the day on which it received such reference, the Chief Commissioner & Principal Coordinator of NGS shall give notice of its decision of the same to the Successful Bidder. Such decision shall state that it is made pursuant to this Clause and the decision of the Chief Commissioner & Principal Coordinator shall be final.

3.19 Jurisdiction

- a. Any matter related to this RFP shall be subject to the jurisdiction of the Courts at Thiruvananthapuram, Kerala, India and will be governed by the Laws of India.

3.20 Applicable Law

- a) The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

3.21 General Conditions

- a. Audit

NGS and/its authorised representative may upon notice, conduct audits or other due diligence reviews of the Selected Agency, its facilities, systems and records with respect to the Services.

- b. Warranty

The Selected Agency warrants that all the services will be performed to the best of Selected Agency's ability and in an effective, timely, professional and workmanlike manner and in accordance with the specifications and documentation set forth under this RFP and in accordance with the applicable industry standards and practices and will comply with the applicable laws, rules, regulations, orders of any governmental agency and will not violate or contravene the terms of any contract between the Selected Agency and third parties.

- c. Indemnification

Selected Agency shall at its expense and to the maximum extent permitted by law, will indemnify, defend and hold harmless NGS from all claims, judgements, actions or suits, proceedings, demands, liabilities, costs, losses damages and expenses arising out of or relating to (a) any negligent act or omission or intentional wrongdoing of the Selected Agency or its representatives; (b) any claim that the provision or utilisation of services or any portion thereof is not in compliance applicable laws, rules, regulations, orders of any governmental agency;

d. Insurance

Selected Agency will, during the term of the contract, at its sole cost and expense, obtain and maintain in full force and effect, adequate standard forms of insurance which are mandatorily to be maintained as per the applicable laws.

e. Independent Contractor

Selected Agency acknowledges that it is acting as an independent contractor and that the Selected Agency is solely responsible for its actions or inactions, and nothing will be construed to create an agency or employment relationship between the Selected Agency and NGS or its representatives.

4 Section IV: Bid Evaluation

4.1 General Instructions

- a. The bid should be submitted latest by the time specified in Clause 1.2.
- b. The Technical Package shall be opened at the time specified in Clause 1.2.
- c. Interested parties are invited to submit detailed Applications in accordance with the process defined in this RFP document. The Applicants are expected to examine the RFP document in detail, and to carry out such studies as may be required to submit their Applications.
- d. At any time prior to the deadline for last date of submission of Applications, NGS may, for any reason, whether at its own initiative or in response to a clarification or to a query raised by a prospective Applicant amend the RFP documents by issuing suitable Corrigendum. Such Corrigendum/Corrigenda, if issued, would form part of this RFP.
 - a. NGS reserves the right not to follow-up this RFP process and terminate the entire selection process without any obligation to any of the Agencies at any stage.
 - b. The Bids will be opened in the presence of Bidders or their authorized representatives who may choose to attend on date & time as mentioned in this RFP at NGS. If such nominated date for opening of Bid is subsequently declared as a public holiday for NGS, the next official working day shall be deemed as the date of opening of the Bid.
 - c. Bids which have not complied with one or more of the foregoing instructions may not be considered.
 - d. Bids shall be firm for a period 120 days from the last date of submission of Bids or the extended date thereof.
- e. For the purpose of evaluation of the Bids received against this RFP, a Core Group of the Infrastructure Committee of the National Games Organizing Committee shall be constituted. The Core Group would subsequently examine and evaluate the Bids received, as per the criteria set out in this RFP.

4.2 Evaluation of Responsiveness

- a. The Bids shall be opened on the date and time mentioned in the Clause No. 1.2.
- b. If such bid opening date is subsequently declared as a public holiday, the next official working day will be considered as the Bid Opening date.
- c. On opening, NGS would examine and evaluate Applications for responsiveness. An Application shall be deemed as responsive if it satisfies the following conditions:
 - i. Is submitted as per the terms and conditions stipulated in this document.
 - ii. Contains all the information and as per the formats specified as requested in the RFP.
 - iii. Is unconditional and conforms to all the terms, conditions and specifications of RFP without material deviation or reservation.
- d. The Bids which are not responsive will be rejected by NGS.

4.3 Eligibility Evaluation

- a. The Applications, which are responsive, shall be considered for further evaluation. NGS shall evaluate each Application for its compliance to the Eligibility criteria mentioned in this RFP Document.
- b. Applications meeting all the **eligibility criteria** shall be selected for technical evaluation.
- c. Any Agency not meeting any of the Eligibility criteria shall not be considered for Technical Evaluation.

4.4 Technical & Financial Evaluation

- a. The Technical Package of the responsive Bids will be opened first and verified against a check list for completeness and conformity to the requirements of the Technical package including the submission of the requisite Bid Security. If the documents do not meet the requirements of the RFP, the bid will be considered as non-responsive and will be summarily rejected.

- b. Applications shall undergo Technical Evaluation as per the criteria mentioned in the RFP.
- c. Only the Financial Packages of Technically Qualified Applicants shall be opened on a later date, which will be intimated to the Technically Qualified Applicants.

4.5 Notification of Award

- a. NGS will issue the Letter of Award to the Successful Bidder, notifying him of being selected as the Successful Bidder and the intent to sign the Contract Agreement with him. No correspondences from the unsuccessful bidders shall be entertained.
- b. The Letter of Award shall constitute a part of the Bid.

4.6 Performance Security

- i. The Successful Bidder shall furnish to NGS, towards Performance Security, an unconditional Bank Guarantee or a Demand Draft for a value equivalent to 10% of the total Contract Price. The Performance Security shall be in favour of “**Chief Executive Officer & Secretary, National Games Secretariat**”, and must be furnished within a period of 7 (seven) days from the date of receipt of Letter of Award, either as a Bank Guarantee from a Scheduled/Nationalized bank having a branch in **Thiruvananthapuram**, Kerala or as a Demand Draft in favour of “**Chief Executive Officer & Secretary, National Games Secretariat**” payable in **Thiruvananthapuram**, Kerala. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Bank Guarantee shall be borne by the Selected Agency.
- ii. The validity of the Bank Guarantee (s) shall cover the entire duration of the Agreement in addition to 6 (six) months thereafter and shall be suitably extended in case of delays /additional requirements. If the Performance Security is furnished in the form of a Bank Guarantee, the format shall be as per Annexure 4 of this RFP. On NGS’s instructions; the Successful Bidder shall extend the validity of the Performance Security on the same terms and conditions. The Performance Security (s) shall be released within four (4) weeks of its expiry provided there are no outstanding claims by NGS on the Selected Agency. However, no interest shall be payable on the Performance Bank Guarantee.
- iii. In the event of the Selected Agency being unable to service the contract for whatever reason, NGS would forfeit the Performance Security. Notwithstanding and without prejudice to any rights whatsoever of the NGS under the Contract in the matter, the

- proceeds of the Performance Security shall be payable to the Authority as compensation for any loss resulting from the Selected Agency's failure to perform or comply with its obligations under the Contract. NGS shall notify the Selected Agency in writing of the exercise of its right to receive such compensation, indicating the contractual obligation(s) for which the Selected Agency is in default.
- iv. Failure of the Successful Bidder to submit the required Performance Security within the specified timeline shall constitute sufficient grounds for the annulment of decision to award the Contract and forfeiture of the Bid Security.

4.7 *Signing of Agreement*

- a. NGS shall prepare the Contract Agreement to be signed between the two parties. The Successful Bidder, within **3 days** from the date of issue of the Letter of Award, will be required to execute the Contract Agreement.
- b. Prior to the signing of the Contract Agreement, the Successful Bidder shall submit Performance Security.
- c. The EMD of the successful Applicant shall be released after submission of the Performance Security and signing of the Contract Agreement.
- d. In case the Successful Bidder does not sign the Contract Agreement, NGS reserves the right to cancel the selection process, forfeit any EMD and/or Performance Security, as the case may be, submitted by the Successful Bidder and either retender or get the work done by any other means, as it may deem fit.

4.8 *Rectification of Errors*

- a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and will be considered for future calculations.
- b. If a Bidder does not accept the correction of errors, his bid will be rejected and the EMD may be forfeited.
- c. In any other case of discrepancy, NGS reserves the right to pick the value which it considers as beneficial to the government.

4.9 *Financial Bid Rejection Criteria*

- a. Financial Bid of the Applicants will be rejected including but not limited to the following cases:
 - i. Incomplete Price Bid
 - ii. Conditional Price Bid
 - iii. The Bidders should quote for carrying out the entire scope of services described in Clause 2.1 and Annexure 6, failing which the Bid may be rejected.
 - iv. Price Bid that does not conform to the BoQ format given as part of this RFP.
 - v. Financial Bid not satisfying any of the criteria mentioned in this RFP document.

Annexure 1 - Letter of RFP submission

[Date]

Chief Executive Officer & Secretary
National Games Secretariat
Chandrasekharan Nair Stadium, Palayam,
Thiruvananthapuram-695033, Kerala, India

Dear Sir,

Sub: Letter of RFP Submission.

1. We, the undersigned duly authorized to represent and act on behalf of [-----
-----] (“the Applicant”), and having reviewed and fully understood all information provided in the RFP document, hereby apply as Applicant for the above mentioned project, 35th National Games, Kerala.
2. We are hereby submitting our Application including the following:
 - a) Application in the prescribed format, with all information and supporting documents requested in this RFP Document.
3. Our Application is valid till [--date in figures and words--]
4. NGS and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this Application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative of any entity referred to in the supporting information, to provide such information deemed necessary and requested by you to verify statements and

information provided in this Application, or with regard to the resources, experience, and competence of the Applicant.

5. We understand that;
 1. All information submitted under this Application shall remain binding upon us at the time of bidding; and
 2. NGS may in their absolute discretion reject or accept any Application, cancel the bidding process and reject all Applications.

6. I/We ----- hereby declare that I/We -----am/are not related to any employee of National Games Secretariat or any other person having control over this work. I/We ----- agree that if at any stage it is proved that this declaration is untrue the earnest money/security deposit paid by me/as will be forfeited and the contract entered will stand cancelled. It is understood that the relationship mentioned herein will be restricted to father, mother, son, daughter, brother, sister, direct uncle, nephew, father in law, mother in law, brother in law , sister in law, and first cousin of the employee concerned.

7. We declare that all statements made by us and all the information pursuant to this Letter of Application are complete, true and accurate to the best of our knowledge and beliefs.

For and on behalf of (name of Applicant)

Signed

Name

Annexure 2 – Form 1 – General Details

1. Details of Applicant (Application for the Project)
 - (a) Name of Company / Firm:
 - (b) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (c) Date of Incorporation and Commencement of Business
 - (d) Address of Manufacturing Unit, if any:
2. Brief description of the Company / Firm including details of its main lines of business:
3. Details of individual (s) who will serve as the point of contact/ communication within the Company:
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number :
 - (f) E-Mail Address :
 - (g) Fax Number :
4. Name, Designation, Address and Phone Numbers of Authorised Signatory of the Applicant:
 - (a) Name :
 - (b) Designation :
 - (c) Address :
 - (d) Phone No. :
 - (e) Fax No. :
 - (f) E-mail :

Annexure 2 – Form 2 – Eligibility Criteria Response Sheet for Coffee Table Book

Sl No	Criteria	Documentary Proof Required	Documentary Proof submitted by Bidder
1	The Bidder should have five years of prior experience in the field of printing of high end publications.	Copies of Contracts/Completion Certificates/ other authentic documentary proof	
2	The Bidder should have had an average annual turnover of at least Rs 5 crores over the past three years from printing related works.	Certificate by the Statutory Auditor of the Firm / Company	
3	In the last 5 years, the Applicant should have successfully produced at least 5 high quality Coffee Table Books or similar works. Additionally, The Bidders should present to the Souvenir Committee, samples of the 5 high quality works produced by them. The Souvenir Committee/Core Group shall examine the quality of the works produced. Bidders who do not produce 5 sample works of an acceptable standard will be rejected.	Copies of Work Orders / Contracts / Satisfactory Completion Certificate from clients. (The sample works should be presented on the date of opening of Technical Bids)	

Annexure 2 – Form 2 – Eligibility Criteria Response Sheet for Souvenir Book

Sl No	Criteria	Documentary Proof Required	Documentary Proof submitted by Bidder
2	The Bidder should have at least ten years' experience of printing high end quality souvenir books or similar works.	Copies of Work Orders / Contracts / Satisfactory Completion Certificate from Client	
4	The Bidder should have an average annual turnover of at least Rs 5 crores from printing related works.	Certificate by the Statutory Auditor of the Firm / Company	
	The Bidder should have successfully printed at least 5 souvenirs of national/international events or similar works, during the last 3 years. Additionally, the Bidders should present to the Souvenir Committee, samples of 5 high quality Souvenir Books or similar works produced by them. The Souvenir Committee/Core Group shall examine the quality of the works presented. Bidders who do not produce 5 sample works of an acceptable standard will be rejected.		

Annexure 2 - Form 3: Experience Details of Bidder

(Separate table for each Assignment)

Item	Details
Title & Nature of the Assignment.	
Brief Description of Assignment	
Client for which the Assignment was executed.	
Certified Billing (in INR).	

Note: Please attach documentary proof for each Assignment (Copy of Work Order / Contract/Client Certificate on satisfactory completion, etc.)

Annexure 2 - Form 4: Financial Details of Applicant

Year	Turnover from Printing related works
2013-2014	
2012-2013	
2011-2012	

Note: All figures quoted above shall be substantiated by certificate from the Statutory Auditor of the Company / Firm or by attaching the Audited Annual Reports

Annexure 3 - Format for Power of Attorney for Signing of Application

Know all men by these presents, We (Name of the Applicant and address of their registered office) do hereby constitute, appoint and authorise Mr / Ms.....(name and residential address of Power of Attorney holder) 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 Application for the Project, *including signing and submission of all documents and providing information / responses to NGS, representing us in all matters before NGS, and generally dealing with NGS in all matters in connection with our Application 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 and shall always be deemed to have been done by us.

For _____

Accepted
..... (Signature)
(Name, Title and Address)
of the Attorney

Note:

- ◆ *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- ◆ *The Power of Attorney shall be notarized as per the prevailing laws of the Country of Origin of the Bidder.*
- ◆ *The Power of Attorney should be supported by a duly authorised resolution of the board of directors of the Applicant authorizing the person who is issuing this power of attorney on behalf of the Applicant.*

Annexure 4- Performance Bank Guarantee

Ref. No.

Bank Guarantee No

Dated

To,
Chief Executive Officer & Secretary
National Games Secretariat
Chandrasekharan Nair Stadium, Palayam,
Thiruvananthapuram-695033, Kerala, India

1. Against contract vide Notification of Award covering “Tender for” (hereinafter called the said 'contract') entered into between the National Games Secretariat, Government of Kerala, (hereinafter called the Purchaser) and _____ (hereinafter called the Bidder) this is to certify that at the request of the Bidder we _____ Bank., are holding in trust in favour of the Purchaser, the amount of _____ (write the sum here in words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.
2. We _____ Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by the Bidder i.e. till _____ hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank, by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank, undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.
5. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.
6. We _____ Bank, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank, shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by the Purchaser to the said Bidder or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.
8. Notwithstanding anything contained herein above our liability under this bank guarantee shall not exceed Rs _____/- (Rupees _____ only).
9. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand (and which should be received by us), on or before ----- before 14.30 hours (Indian Standard Time) where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us.

WITNESS NO. 1

Authorised Bank Representative

(Signature)
Full name and official
Address (in legible letters)

WITNESS NO. 2

(Signature)
Full name and official
Address (in legible letters)

(Signature)
Full name, designation and
address (in legible letters)
With Bank stamp

Attorney as per power of
Attorney No.....
Dated.....

Annexure 6 – Detailed Scope of Work

The Selected Agency is required to carry out the entire scope of work described in Clause 2.1 at the following venue, as per the venue plan attached with this RFP

Specification for Coffee Table book: GET...SET...PLAY

No. of pages: 200-210

No of copies to be printed: 1000 hard copies and one E book

Size: 270x219 mm, four colour printing, Spine height 20. Open size 278x

End Paper: 8 pages

Open size 314x438 mm

Hard Case: Pasted sheets-2sheets

Lamination on both sides

Hard case binds board 285x478mm

Dust Jacket: 2 pages

Paper 170gsm

Silk aqueous coating on front side

Finishing: Spot UV raised on font sides

Specification for Souvenir Book

Number of copies:10,000

200+ pages A 4'size. Spine binding

100 pages in four colour and 100 pages in black and white

100 GSM Indian art paper for text and 200 GSM for cover

Page design, lay out and art work if any to be done by the Press in consultation with the Editorial team.

Packing, transportation, postal and courier charges for delivery to be included in the bid.

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