



**NATIONAL GAMES SECRETARIAT
GOVERNMENT OF KERALA**

Request for Proposal (RFP)

for the Selection of
Media Info Agency
for the
35th National Games

Tender No: 96/NGOC/2014-15

December 15, 2014

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

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1. Background

The 35th National Games are being held in the State of Kerala from January 31, 2015 to February 14, 2015. Traditionally, the National Games of India have been a low key Multi-sport Event drawing limited public attention and involvement.

The National Games Organising Committee (NGOC) of Kerala aims to bring about a paradigm shift in the conduct of the 35th National Games from the traditional pattern. NGOC is intending to make the Games truly a people's Event, with active participation by the people of the State.

Similarly, NGS is rolling out a structured Sponsorship Campaign for attracting maximum sponsorships for the 35th National Games and a Sponsorship Agency has been engaged for providing professional support in attracting sponsorships.

This Request for Proposal is issued by the National Games Secretariat to obtain Bids for the appointment of a Media Info Agency for the proper dissemination of the results and news stories that emerge from the 35th National Games, as per the Scope of Work listed in Clause 3 of this tender document.

The tender document can be downloaded from the website <http://etenders.kerala.gov.in/>.

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, India Phone: +91 471 -2302287 Email: 35thngskerala@gmail.com; Website: www.35thnationalgames.in
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

1.1 RFP Timelines and Key Points

a. Timelines

No	Events	Details
1	Issuance of RFP document	December 15, 2014
2	Last date for receipt of queries	December 18, 2014
3	Pre- Bid Conference	11.00 am on December 19, 2014
4	Response to queries/ Corrigendum to RFP	December 20, 2014
5	Last date for Submission of proposal	Up to 11:00 am on December 26, 2014
6	Date and Time for Opening of Technical Proposal	11:00 am on December 29, 2014
9	Date and Time for Opening of Financial Proposal	Will be intimated later

b. EMD, Document Fee

1	RFP Document Fee	Rs. 5,000/- (Rs. Five Thousand only + VAT @ 5%)
2	Earnest Money Deposit (EMD)	Rs. 35,000/- (Rs. Twenty Five Thousand)

c. Probable Amount of Contract (PAC)

The estimated PAC for this assignment is Rs 35 lakhs

1.2 Instructions to Bidders about e-tendering system

General Instructions

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.

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.

Bill of Quantities (BoQ) files other than those downloaded against the Tender will not be considered.

For Critical date and time of Tenders, the Server Date & Time as appearing on the website <http://etenders.kerala.gov.in> will be considered. Offers sent through post, fax, telex, e-mail, courier and tenders submitted after the deadline of submission will not be considered.

NGS shall not be responsible for any delays reasons whatsoever in receiving as well as submitting offers, including connectivity issues.

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 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 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.

Bidder should ensure the correctness of details inputted while remittance through NEFT. Please also ensure that your banker inputs the Account Number (which is case sensitive) as displayed or appears in the Remittance form.

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.

- iii. Only NEFT remittance allowed: RTGS payments, 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 payment.
- iv. 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.

- v. 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.

2. Pre-Qualification Criteria for participation:

- a. The Applicant should be a Private Limited / Public Limited Company duly registered in India and shall have their Head Office / Registered Office in India with branch office or partner arrangement in at least 2 Metros. Additionally, the Applicant should have their branch office or partner arrangement in Kerala.
- b. The Applicant should have achieved an average annual turnover of at least Rs. 2 Crores from providing media information/PR related services during each of the previous 3 financial years, which shall be duly certified by the Statutory Auditor / Internal Auditor of the Firm / Company.
- c. The Applicant should have handled at least 1 assignment/project of similar nature, scope and complexity(should be for a Mega event in India, preferably Sporting Event), during the past two years.
- d. The Applicant should not have been black-listed or currently be in the process of being black-listed by any Government Departments, Undertakings and Agencies in India.

3. Scope of Work

The Selected Agency shall carry out the following responsibilities:

- A. Prepare template in consultation with the Media Committee and NGOC for the proposed National Games Info Service.
- B. Deploy suitable personnel for generating news stories with regard to the Games.
- C. Support the Media and ICT Sub Committee in launching the proposed service online.
- D. Prepare daily news letters in and produce templates for the same. The newsletter will be primarily be in English. However, the Info Agency may also be required to produce a few pages in Malayalam upon request from the Media Committee.
- E. The Agency in consultation with Media Committee will provide content with daily news letter from the News Stories generated for the Games Info

Service. If needed other stories for the daily news letter will also be generated.

- F. Support and provide all assistance to the Media Committee in preparing the Media Handbook.
- G. Train the volunteers required for the Media operations, for the smooth operation of the News Info Service and production of the News Letter.
- H. Compile news stories carried by the Print and Visual Media.
- I. Compile Final results of the 35th National Games in each discipline.

The Agency engaged is required to provide a dedicated full time team of experienced professionals with demonstrable experience of carrying out similar work in the past who will follow the guidelines of the Media Committee of NGOC.²

4. Remuneration for the Services:

The Financial proposal of the Agency shall be for turn-key execution of all the activities listed in Annexure 9.

5. Deleted

6. Payment Schedule

The total fee shall be paid in installments as per the following schedule, after approval of the deliverables by NGS.

Sl No	Payment Milestones	Percentage Payment
1	On Signing of Agreement	10%
2	Upon successful completion of work for each week. 10% of the contract value will be paid for each week's work. A maximum of 60% of the contract value, for 6 weeks of work, will be paid	60%
3	Upon completion of the 35 th National Games successful completion of the Agency's work and acceptance of all deliverables	20%

7. Project Timelines

The Agency shall deploy its team on the day of signing of the Agreement between NGS and the Agency, or within 1 week of the issue of Letter of Acceptance, whichever is earlier.

The deliverables and work executed by the Agency shall be reviewed by NGS on a weekly basis.

8. Disqualification

- a. 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

9. Pre-Bid Conference

- a. NGS shall hold a Pre-Bid Conference at the date and time specified in Clause 1.1 of this RFP, to discuss the details related to the Project with the Applicants. The conference will be held at the NGS Conference Hall.
- 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 date and time specified in Clause 1.1 of this RFP.
- 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.

10. Clarifications

- a. All Agencies requiring any clarification with regards to this RFP document may notify NGS in writing or by tele-fax at the mailing address indicated in Clause No.1. 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.

11. 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 Bidder, modify the RFP Document by a Corrigendum/Corrigenda.
- b. The bidders are requested to send their queries as per the schedule mentioned in this RFP to make the Pre-Bid Conference more productive. Queries received after the set time limit may not be considered in the pre bid conference.
- c. The reply to the queries would be consolidated and if required, appropriate Corrigendum/ Corrigenda to this RFP document would be published.
- d. 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.

- e. Such Corrigenda, if any, shall be uploaded in the website 35thnationalgames.in and <http://etenders.kerala.gov.in>.

12. Bidder's responsibility

- a. The Bidder is solely responsible for the details of his 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.

13. Bid Process

- a. 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.
- b. The bid should be submitted before the last date and time specified in Clause 1.1 of this RFP.
- c. The Technical Package shall be opened at the date and time specified in Clause 1.1 of this RFP.
- d. Only those applications meeting all the Pre-Qualification criteria shall be selected for opening of financial bids.
- e. Bids shall be valid for a period 90 days from the last date of submission of Bids or the extended date thereof.
- f. EMD of unsuccessful Applicants shall be returned.
- g. 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.

- h. 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.

14.Document Fees

- a. A document fee for the amount specified in Clause 1.1 shall be remitted through online payment mechanism for e-procurement system of Govt. of Kerala through NEFT/Online banking.
- 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 facility. Bidders who opt for NEFT 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/SBT/TCC shall not be responsible for any kind of delay in payment status confirmation.

15.Earnest Money Deposit (EMD)

- a. The Bidder shall furnish, as part of its Bid, a refundable EMD for the amount specified in Clause 1.1. 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/Online banking.
- 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 facility. Bidders who opt for NEFT 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/SBT/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 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 released without interest as promptly as possible as but not later than 30 days after the Award of the Contract to the Successful Bidder. The Successful Bidder's EMD will be released without interest upon the Successful Bidder depositing the required Performance Bank Guarantee.
 - e. The EMD shall be forfeited under the following circumstances:
 - a. If a Bidder withdraws his bid or increases the quoted prices during the period of bid validity, or its extended period; or
 - b. In the case of a successful Bidder, if s/he fails within the specified time limit to:
 - I. Sign the Contract Agreement or,
 - II. Furnish the required Performance Security Bank Guarantee.

If the EMD is furnished in the form of a Bank Guarantee, the same shall be valid during the validity period of the Bid

16. Documents Comprising the Application

- a. 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.
- b. Applicant shall submit their Application in two packages as mentioned below:

Part 1- Technical Package

Following documents shall be submitted in the Technical Package

- i. Letter of RFP submission attached as Annexure 1.
- ii. Certificate of Incorporation/ Firm Registration Certificate/ Partnership Deed.
- iii. Self-Declaration about offices/partner arrangements in Metros and Kerala
- iv. Power of Attorney in favour of person authorized to sign the documents.
- v. 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.(Annexure 2 – Form 4).
- vi. Certificate from Auditor/Chartered Accountant supporting the turnover details from media information/PR activities for the last 3 financial years.
- vii. Brief Write-up, explaining the Approach and Methodology to be adopted by the Bidder for carrying out this assignment and Bidder's understanding of the Scope of this Assignment.
- viii. Team Deployment Planas per Annexure 3
- ix. CVs of Key personnel working in the project as per Annexure 4.
- x. Self-declaration about not being blacklisted by any Govt organization in India.

Part 2- Financial Package

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

- i. Financial Bid as per the BoQs.

17. Cost of Bidding

- a. 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.

18. Language of Bid

- a. The Bid and all related correspondence and documents relating to the Project shall be in English language. Any material that is submitted in a language other than English and which is not accompanied by an accurate English translation will not be considered.

19. Currency of Bid

- a. Bid prices shall be quoted in Indian Rupees only.

20. Bid Validity

- a. Bids shall be valid for a period 90 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.

21. Preparation and Submission of Application

- a. A document fee specified in Clause 1.1 shall be remitted through online payment mechanism for e-procurement system of Govt. of Kerala through NEFT/Online banking.
- 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.
- e. The Scope of Work to be carried out by the Agency is detailed in Clause 3 of the RFP. 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.
- f. For Critical date and time of Tenders, the Server Date & Time as appearing on the website <http://etenders.kerala.gov.in> will be considered. Offers sent through post, fax, telex, e-mail, courier and tenders submitted after the deadline of submission will not be considered.
- g. Bidders should remit the EMD using the online payment options of e-Procurement system only.
- h. 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 facility. Bidders who opt for NEFT 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/SBT/TCC shall not be responsible for any kind of delay in payment status confirmation

- i. NGS shall not be responsible for any delays reasons whatsoever in receiving as well as submitting offers, including connectivity issues.

22. Bid Due Date

- a. Bids should be uploaded in the e-procurement portal on or before the stipulated date and time referred to in clause 1.1.
- b. NGS may, at their discretion, extend the target dates mentioned in clause 1.1, 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.

23. Late Bids

- a. Any Bid submitted after the deadline prescribed for submission of Bids in this RFP will not be considered.

24. Power of Attorney

- a. Bidders shall submit, along with Part 1 of the technical Bid, a power of attorney, on a stamp paper of appropriate value and duly notarized, in favour of the person signing the Bid documents authorizing him to sign the Bid documents, make corrections/ modifications thereto and interacting with NGS and act as the contact person. The format for the power of attorney is attached as Annexure 6.

25. Evaluation of Application & Award Criteria

- a. The Technical Package 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, the next official working day shall be deemed as the date of opening of the Bid.

- b. Bids which have not complied with one or more of the foregoing instructions may not be considered.
- 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.
- e. The Applications, which are responsive, shall be considered for further evaluation. NGS shall evaluate each Application for its compliance to Pre-Qualification criteria mentioned in this RFP Document.
- f. Those Applicants who meet the eligibility criteria laid down for Pre-Qualification shall qualify for the opening of financial bid.
- g. The Bidder with the lowest evaluated price (L1), upon opening of the Financial Bid, shall be considered for awarding the work.
- h. The Letter of Award (LOA) will be issued to the Successful Bidder.
- i. A Contract shall be signed within a period of 3 days of the Letter of Award with the Successful Bidder following the submission of requisite Performance Security. Failure in timely submission of the Performance Security and non-execution of Contract shall lead to automatic cancellation of award of work.
- j. 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 proceed in any manner that it may deem fit.

26. Clarification of Bids

- a. Evaluation of technical Bids submitted by Bidders shall be undertaken based on details submitted therein only. Bidder shall not be allowed to submit on their own, additional information or material subsequent to the date of submission

and such material / information, if submitted, will be disregarded. It is therefore essential that all details are submitted by the Bidder comprehensively, accurately and specifically in their technical bid, avoiding vague answers. However, Evaluation Committee, if it so desires, reserves the right to seek any clarification from the Bidders on the information provided in the technical package. The request for clarifications and the response shall be in writing, or by email/tele-fax. No change / addition in the information or substance of the Bid shall be sought, offered or permitted.

- b. To assist in the examination, evaluation and comparison of the financial bid, Evaluation Committee may ask Bidders individually for clarifications. The request for clarification and the response shall be in writing or by email/tele-fax. No change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm correction of arithmetical errors observed by the Evaluation Committee during the evaluation of Bids.

27. Process to be Confidential

- a. Except the public opening of the Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.
- b. Any effort by a Bidder to influence NGS in the process of examination, clarification, evaluation and comparison of Bids and in decisions concerning award of Contract, shall result in the rejection of the Bid.

28. Interpretation of Clauses

- a. In case of any ambiguity in the interpretation of any of the clauses in the tender document, the interpretation of the clauses by NGS, Kerala shall be final and binding on all parties.
- b. In case of any deviation, from the tender specifications and/or tender conditions, the decision of NGS to accept, will be final

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

- a. 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.
- b. 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 Employer necessitates the cancellation of the selection process
- c. On occurrence of any such event, NGS shall notify all the Bidders within 7 days of such decision. NGS shall also promptly return the EMD 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 EMD and no other reimbursements of costs/ expenses of any type shall be made by the Employer on this account.
- d. The Employer further reserves the right to retender the process or get the work done by a Government agency or Quasi Government agency if the Employer 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.

30. *Contract Price*

- a. The Contract shall be for the entire Scope of work as mentioned in this RFP, inclusive of all duties and taxes as may be applicable. The Bidders shall quote their financial bids for the entire scope of work as mentioned in the RFP without any additions, alterations and conditions. The Contract Price quoted by the Bidders should include all costs associated with the Project including any out of pocket / mobilization expenses, taxes, charges, levies, cess, VAT etc.
- b. Unless otherwise explicitly stated in the Contract, the payment shall be as per accepted schedule of payment mentioned in RFP. The payment shall be subject to deductions as per Indian income tax laws.

- c. Conditional Bids will be summarily rejected.

31. Performance Bank Guarantee

The successful agency shall, at his own expense, deposit with National Games Secretariat, within fifteen (15) days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized/Scheduled bank acceptable to Authorized Representative, National Games Secretariat, payable on demand, for the due performance and fulfilment of the contract by the Agency. The format for Performance Bank Guarantee is attached as Annexure 7.

- a. This Performance Bank Guarantee will be for an amount of 10% of the Total Contract Value. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the Agency.
- b. The Performance Bank Guarantee may be discharged / returned by NGS upon being satisfied that there has been due performance of the obligations of the Agency under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- c. In the event of the Agency being unable to service the contract for whatever reason NGS would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of NGS under the Contract in the matter, the proceeds of the PBG shall be payable to NGS as compensation for any loss resulting from the agency's failure to complete its obligations under the Contract. The NGS shall notify the Agency in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Agency is in default.
- d. The NGS shall also be entitled to make recoveries from the Agency's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

32. Disputes

- a. If a dispute of any kind whatsoever arises between NGS and the Selected Agency in connection with or arising out of the RFP or the execution of the Project, whether during the execution of the Project or after its completion and whether before or after repudiation or termination of the Project Agreement, 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 28 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 Selected Agency. Such decision shall state that it is made pursuant to this Clause and the decision of the Chief Commissioner & Principal Coordinator shall be final.

33. Litigation

- a. Litigations, if any, shall be subject to the jurisdiction of the Courts at Thiruvananthapuram, Kerala, India and will be governed by the Laws of India.

Annexure 1 - Letter of RFP submission

[Date]

Chief Commissioner & Principal Coordinator
National Games Secretariat
Chandrasekharan Nair Stadium
Thiruvananthapuram, Kerala

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. 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 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:
 - (b) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (c) Date of Incorporation and Commencement of Business
2. Brief description of the Company 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 – Pre-Qualification Response Sheet

Sl No	Criteria	Documentary Proof
1	The Applicant should be a Private Limited / Public Limited Company duly registered in India and shall have their Head Office / Registered Office in India with branch office or partner arrangement in at least 2 Metros. Additionally, the Applicant should have their branch office or partner arrangement in Kerala.	Certificate of Incorporation/Partnership Deed/Firm Registration Certificate. Self-Declaration about offices/partner arrangements in Metros and Kerala
2	The Applicant should have achieved an average annual turnover of at least Rs. 2 Crores from providing media information/PR related services during each of the previous 3 financial years, which shall be duly certified by the Statutory Auditor / Internal Auditor of the Firm / Company.	Certificate from Auditor/Chartered Accountant supporting the turnover details from media information/PR activities for the last 3 financial years.
3	The Applicant should have handled at least 1 assignment/project of similar nature, scope and complexity (should be for a Mega event in	Work orders/Client certificates/Copies of contracts

Sl No	Criteria	Documentary Proof
	India, preferably Sporting Event), during the past two years.	
4	The Applicant should not have been black-listed or currently be in the process of being black-listed by any Government Departments, Undertakings and Agencies in India.	Self Declaration

Annexure 2 - Form 3: Experience Details

(Separate table for each Assignment)

Item	Details
Title & Nature of the Assignment.	
Brief Description of Assignment	
Client for which the Assignment was constructed/ developed.	
Location within Country where the Assignment was undertaken	
Duration of Assignment	
Assignment Cost/ Certified Billing (in Rs.).	
Brief Responsibility of the Project Team member	

Note: Please attach documentary proof for each Assignment (Copy of Contract/Client Certificate etc.)

Annexure2 - Form 4: Financial Details

Year	Annual Turnover from Media Info/PR related activities(in Rs)
2013 - 2014	
2012-2013	
2011-2012	

- a. Note: All figures quoted above shall be substantiated by attaching a certificate from the Statutory Auditor/Chartered Accountant

Annexure 3 - Team Deployment Plan

Team Composition

Sl No	Name	Position

Annexure 4 - Format of CV

1. Name:
2. Date of Birth:
3. Proposed Position:
4. Years with Firm:
5. Years of Experience:
6. Area of Specialization:
7. Proposed position in the Project:
8. Education and Other Relevant Certifications

Sl No	Course	Institution	Year of Passing

9. Key Qualification/Experience

Sl No	Assignment	Position held and Year	Major Responsibilities

10. Employment Record

Sl No	Name of Organization	Positions Held	Responsibilities	Period

11. Language Skills

Sl No	Language	Read	Write	Speak

--	--	--	--	--

Full Name

Signature

Company Seal

Annexure5-

[--Deleted--]

Annexure 6 -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 provided on Rs.100 stamp paper.*
- ◆ *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.*

Annexure7- Performance Bank Guarantee

Ref. No.

Bank Guarantee No

Dated

To,

Chief Executive Officer

National Games Secretariat

Chandrasekharan Nair Stadium, Palayam,

Thiruvananthapuram-695033, Kerala, India

1. Against contract vide Advance Acceptance of the Tender 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 Ltd., 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 Ltd, 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 Ltd, 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 Ltd, 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 Ltd, 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 Ltd, 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 forebear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank Ltd., 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

(Signature)

Full name and official
Address (in legible letters)

WITNESS NO. 2

(Signature)

Full name and official
Address (in legible letters)

Authorised Bank Representative

(Signature)

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

Attorney as per power of

Attorney No.....

Dated.....

Annexure 8 - 35th National Games- The Venues

For the first time in the history of the National Games, the 35th National Games is scheduled to be **held in the seven Districts of the State of Kerala, namely, Kannur, Kozhikode, Thrissur, Ernakulam, Alappuzha, Kollam and Thiruvananthapuram.** The Games shall have 34 Competition Disciplines and 2 Demonstration Events to be held in 29 Competition Venues and 1 Event Venue over a two week period. In Thiruvananthapuram, a Games Village is being setup at Menamkulam for housing around 5,000 Participants. The 29 Competition Venues and the respective Events / Disciplines proposed to be held in each Venue are listed in below Table.

Sl No	Name of Venue	Events / Competition Disciplines
Thiruvananthapuram		
1	Aquatic Complex, Pirappancode	Aquatics, comprising of Swimming, Diving & Water Polo
2	University Stadium, Palayam	Athletics
3	Jimmy George Indoor Stadium , Vellayambalam	Gymnastics & Handball
4	Shanghumugham Beach	Beach Handball
5	Sreepadam Stadium, Attingal	Kabaddi& Kho Kho
6	Indoor Stadium, Agricultural College, Vellayani	Netball & Taekwondo
7	NH Bye pass, Kovalam	Triathlon
8	Tennis Complex, Kumarapuram	Tennis
9	Karyavattom Stadium/LNCPE	Wushu
10	Chandrasekharan Nair Stadium, Palayam	Squash
11	LNCPE Velodrome, Karyavattom	Cycling
12	New Shooting Range, Vattiyoorkavu	Shooting
Kollam		
13	New Hockey Stadium, Ashramam	Hockey
14	LalBahadurShastri Corporation Stadium	Rugby 7s
Alappuzha		
15	Vembanad Lake	Canoeing & Kayaking and Rowing;
Ernakulam		

Sl No	Name of Venue	Events / Competition Disciplines
16	JawaharLal Nehru Stadium, Kaloor	Archery
17	Rajiv Gandhi Indoor Stadium, Kadavanthra	Badminton & Table Tennis
18	CIAL Trade Fair Centre, Nedumbassery	Fencing
19	CIAL Golf Course, Nedumbassery	Lawn Bowls
20	Munambum Beach	Yachting
Thrissur		
21	Corporation Stadium, Thrissur	Football (Women)
22	VKN Menon Indoor Stadium	Judo & Weightlifting
23	Indoor Stadium, Thriprayar	Boxing
24	Police Academy Shooting Range, Thrissur	Shooting – Trap & Skeet
Kozhikode		
25	Corporation Stadium	Football (Men)
26	Medical College Ground	
27	VKK Menon Indoor Stadium	Volleyball
28	Kozhikode Beach	Beach Volleyball
Kannur		
29	Indoor Stadium, Mundayad	Basketball & Wrestling