

**NATIONAL GAMES SECRETARIAT
GOVERNMENT OF MEGHALAYA**

REQUEST FOR PROPOSAL (RFP)

for

**Onboarding agencies for providing cleaning and waste management
services for the 2nd Northeast Olympic Games 2022, Shillong,
Meghalaya**

RFP. No. GS/TENDER/1/2022/26

Date: 4/10/2022

JOINT CEO

National Games Secretariat
Government of Meghalaya

J.N.S Complex. Polo Grounds, Shillong - 793001

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This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the National Games Secretariat, Government of Meghalaya, its employees, or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP, may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The National Games Secretariat, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the assignment and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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1. Data Sheet

S.N	Activity	Description
General		
1	Assignment Name	RFP for Empanelment of Agencies for Cleaning and Waste Management Services for the NEOG 2022
2	Name of the Authority	National Games Secretariat , Government of Meghalaya
3	Nodal Officer Contact Details	Shri Shivansh Awasthi, IAS, Joint CEO, National Games Secretariat
4	Selection Method	Empanelment of Agencies. All qualified applicants who agree to match the least cost for the specified kinds of works shall be empanelled by the Authority.
Proposal Preparation		
5	Language	Proposals shall be submitted in English language. All correspondence exchange for the assignment shall be in English language.
6	Technical Proposal	<p>The Proposal shall comprise the following: 1st Inner Envelope with the Technical Proposal:</p> <ul style="list-style-type: none"> • Annexure - A1: Letter of Technical Proposal • Annexure – A2: Format for Power of Attorney • Annexure – A3: Particulars of the Bidder • Annexure – A4: Financial Capacity of the Applicant • Annexure – A5: Eligible projects undertaken by the Bidder • Proposal Processing Fee • Earnest Money Deposit
7	Financial Proposal	<p>2nd Inner Envelope with the Financial Proposal:</p> <ul style="list-style-type: none"> • Annexure – B1: Financial Proposal • Annexure – B2: Financial Proposal – Bill of Quantities (BoQ)
8	Proposal Processing Fee	INR 10,000/- (Rupees Ten Thousand) (including GST) in the form of demand draft drawn in favour of 'Director of Sports & Youth Affairs, Govt. of Meghalaya', payable at Shillong. The Proposal Processing Fee shall be submitted along with the 1st Inner Envelope of the Technical Proposal

S.No	Activity	Description
9	Earnest Money Deposit	INR 4,00,000 in the form of demand draft or Bank Guarantee drawn in favour of 'Director of Sports & Youth Affairs, Govt. of Meghalaya', payable at Shillong. The Earnest Money Deposit shall be submitted along with the 1st Inner Envelope of the Technical Proposal
10	Validity of the proposal	60 Days
11	Clarification	Clarifications may be requested over an email in no later than 5 days of publishing this RFP. The email id for requesting clarifications is: humanresources@themeghalayanage.com
Submission, Opening and Evaluation		
13	Submission	The Firm must submit: (a) Technical Proposal: one (1) original, (1) copy (1) copy Digital (b) Financial Proposal: one (1) original The bidders shall not have the option of submitting their Proposals electronically.
14	Date of RFP publication	4 th October 2022
15	Last date for submission of queries	9 th October 2022
16	Proposal Due Date	4:00 PM 17 th October 2022 at the National Games Secretariat, Government of Meghalaya, J.N.S Complex. Polo Grounds, Shillong – 793001 And Softcopy of the Proposal to be sent to humanresources@themeghalayanage.com
17	Technical Proposal opening	11:00 AM on 18 th of October 2022 at the National Games Secretariat, Government of Meghalaya, J.N.S Complex. Polo Grounds, Shillong – 793001
18	Financial Proposal Opening	The date of financial Proposal opening shall be informed to the qualified Bidders separately.
19	Duration of Contract	6 months

2. Terms of Reference

To celebrate the 50th year of statehood, the Government of Meghalaya in association with the Meghalaya State Olympic Association (MSOA) and the Northeast Olympic Association (NEOA) are slated to host the 2nd edition of the Northeast Olympic Games from the 10th of November till the 16th of November 2022 in Shillong, Meghalaya. The aim of organizing the Games is to encourage greater participation of youth in sporting activities in order to discover talent for higher level & international competitions at an early stage.

The first edition of the Northeast Olympic Games was organised in Manipur in 2018, owing to the outbreak of the pandemic the subsequent editions could be not hosted. The second edition is a revival of the Games which is expected to feature over 2500 athletes from the eight north eastern states of the country.

Top athletes of the participating states shall compete in 18 sporting disciplines which shall be conducted across 10 venues in Shillong:

S.No	Name of the Sport	Location of the venue
1	Football(1)	SAI Complex
2	Archery	SAI Complex
3	Athletics	SAI Complex
4	Karate-Do	SAI Complex
5	Wushu	NEHU Complex
6	Badminton	JN Sports Complex
7	Golf	Shillong Golf Course
8	Table Tennis	NEHU Complex
9	Wrestling	JN Sports Complex
10	Weightlifting	JN Sports Complex
11	Football(2)	JN Sports Complex
12	Judo	Laban
13	Swimming	Crinoline Swimming Pool Complex
14	Lawn Tennis	Shillong Club
15	Cycling	Malki Forest
16	Taekwondo	NEHU Complex
17	Shooting	Assam Regimental Centre
18	Boxing	Mawlai Mawroh
19	Basketball	NEIGRIMS

**Change in venues or disciplines (if any) will be communicated to the bidders immediately.*

The National Games Secretariat, Government of Meghalaya is seeking to empanel competent agencies (Herein referred as “Agencies”) for providing cleaning and waste management services for the 2nd Northeast Olympic Games 2022, Shillong, Meghalaya

2.1 Scope of Work

The broad scope of work of the agencies shall include:

- a. Plan, direct, control and deliver cleaning and waste management services for all customer groups of the games, provide cleaning services that are consistent with customer and client expectations whilst working within agreed budgets
- b. The customer groups that the cleaning and waste management services are sought for are:
 - Athletes, Team Officials, Technical Officials
 - Media, VIP, Dignitaries
 - Workforce, Organising Committee Officials
 - Spectators
- c. The agencies shall be responsible for the requisite cleaning and waste management material and equipment for the successful execution of the scope detailed here in. equipment and material such as vacuum cleaners, scrubbers, mops, floor wipers, brooms, dustpans, buckets etc.
- d. At all times antibacterial procedures are to be practiced to ensure minimal mildew or fungi growth. All floor areas are to be cleaned thoroughly each day. Pedestal pans, seats, urinals and hand basins are to be cleaned thoroughly each day. Wall tiles are to be wiped free of dust and surface soil.
- e. Soap dispensers where supplied shall be cleaned, checked and re-filled as required. The Contractor shall remove and dispose of used hand towel paper and shall check supply of toilet paper and paper towel and replace as required.
- f. The general cleaning and waste management practices that are to be followed across all competition and non-competition venues are:

Locations	Non-Exhaustive list of Cleaning and Waste Management Activities
All Toilets	a) Thoroughly clean all hand basins with appropriate cleansers; b) Clean and sanitise all toilet bowls, lids, seats and cisterns; c) Supply and replenish toilet paper, paper hand towel and soap d) Clean and wipe mirrors, sills, ledges, stainless steel fittings, basin taps; e) Thoroughly clean and sanitise urinals; f) Remove chewing gums; g) Clean all walls and maintain in clean and hygienic condition; h) Clean and disinfect all flooring. Remove chewing gum/tape residue; i) Remove all rubbish from waste bins and replace bin liners; j) Clean windows (Pre/ Post games only); k) Toilet cistern ducts to be cleaned. l) Must have dedicated presence/staff for cleaning and maintaining toilets for spectators, games family and VIP during games time.

Locations	Non-Exhaustive list of Cleaning and Waste Management Activities
Hospitality Areas	<ul style="list-style-type: none"> a) Clean and wipe all stainless steel including sink and taps; b) Dust and wipe all surfaces including timber/metal/glass; c) Empty and clean waste bins and replace bin liners; d) Collect recyclable materials where possible; e) Remove marks from walls and furniture; f) Thoroughly vacuum carpets; g) Remove stains where required; h) Thoroughly clean and/or polish tiled flooring, deodorise room; i) Wipe clean doors and jambs; j) Clean view windows, balconies, rails and seats; k) Remove unwanted programs and advertising materials.
Change Rooms & Shower Facility	<ul style="list-style-type: none"> a) Clean and sanitise shower facilities. Remove chewing gum/tape residue; b) Supply and replenish toilet paper, paper towels and soap c) Clean walls and floors and maintain in clean and hygienic condition; d) Clean and disinfect all hard floor surfaces; e) Wipe/Polish all vinyl or rubber flooring; f) Clean and wipe mirrors, clean ledges, furniture and sills; g) Collect used cloth hand/bath towels; h) Replace/Empty dustbin liners and containers as required.
Media & Broadcast Area	<ul style="list-style-type: none"> a) Vacuum carpeted areas, sweep/mop floor surfaces and remove stains; b) Empty and clean waste bins, replace liners. Collect recyclable materials; c) Wipe clean ledges, windowsills, furniture and windows; d) Remove unwanted programs and literature.
Spectator Concession & Food Stalls	<ul style="list-style-type: none"> a) Sweep, mop and / or polish all hard floor surfaces. Vacuum all carpeted areas. Remove spillages from carpeted surfaces and remove stains as applicable; b) Empty, clean and wipe all bins and replace liners. Collect recyclable materials; d) Clean with suitable detergents all surfaces such as windowsills, bench tops, cabinets etc; e) Thoroughly clean all furniture including supports and bases with suitable detergents. Clean all glass surfaces; f) Remove marks and spillages from vertical surfaces including walls, partitions and support columns.
Work Compounds For all Functional Area	<ul style="list-style-type: none"> a) Empty waste containers and replace liners. Collect recyclable material; b) Dust all office furniture, desks, counter tops, ledges c) Spot clean doors and painted surfaces. (As required) d) Vacuum all carpeted areas and remove stains. e) Remove stains from carpets when necessary.
Break Areas (Mess Halls)	<ul style="list-style-type: none"> a) Wipe clean bench tops and sink areas and cabinets; b) Empty waste containers and replace bin liners; c) Remove spill marks etc. from cupboard doors; d) Thoroughly clean floors; e) Clean all furniture including supports and bases with suitable detergents.

Locations	Non-Exhaustive list of Cleaning and Waste Management Activities
Sport Specific Areas	a) Thoroughly clean all carpeted areas and remove stains; b) Dust and wipe all furniture, metal surfaces and equipment; c) Thoroughly clean all glass; d) Empty all waste bins and replace liners; e) Remove scuffmarks from all painted surfaces; f) Carry out any cleaning required to maintain the arena in excellent condition at all times; g) Collect all used cloth hand towels. For clarity, during the sport sessions the cleaning of the field of play's shall be supervised by representatives of the Authority
Medical & Anti-Doping Area	a) Empty waste containers and replace liners; b) Wipe clean and disinfect or sanitise furniture, benches and ledges; c) Clean and disinfect floors. Remove chewing gum; d) Replace/empty dustbins liners and containers as required
Walkways and Stairwells	a) Dust and wipe clean banisters; b) Sweep and clean thoroughly, remove chewing gum; c) Wash stains from all surfaces where necessary.
Concourse Areas	a) Thoroughly clean all areas, remove chewing gum; b) Wash stains from concrete and tiled areas where necessary including mechanical scrubbing; c) Empty and clean all rubbish bins. Collect recyclable materials.
Seating Areas	a) Thoroughly clean and remove all refuse bins from areas. Mop up spillages; b) Wash down all areas where necessary. Remove chewing gum. c) Thoroughly clean all seats - wipe clean where necessary, pressure clean, hose and scrub where required. d) Spot clean all fabric and leather chairs as required.
Grass Areas (excluding playing fields)	Litter removal, pick all refuse
Parking Areas, Driveways, Roads and Footpaths	a) Maintain all areas free from litter; b) Spot clean spills and Remove chewing gum; c) Empty and clean all rubbish bins. Collect recyclable materials; d) Clean grates and refuse from tops of storm water drains. e) Car parks and gutters to be swept by mechanical suction sweeper device.
Dustbins and Skips	a) Thoroughly clean and deodorize all Front of House bins and skips after emptying and ensure rubbish collection areas are kept in clean condition. b) Back of House bins to be washed down at the conclusion of use c) Any missing equipment to be reported directly to the authorised representative of the authority

- g. The agencies shall provide required manpower for housekeeping services at each of the venues before the start of the event and ensure cleaning and housekeeping services are completed post the completion of the matches/games at the respective venues. The times of service requirement would be from 8:00 AM – 10:00 PM from the 7th of November 2022 – 17th of November 2022. Event specific timings for the various disciplines of the games

shall be communicated to the agencies by authorised representatives of the authority.

- h. The agencies shall provide waste collection bins at the stadiums, The numbers mentioned in the BOQ are indicative and the final quantity may vary by +/-30%. Post the award of work to the successful bidders, the Authority will conduct a joint inspection to ascertain the final number.
- i. The agencies shall be responsible for segregating the waste at the stadiums. Recyclable waste, food waste and non-recyclable waste should be separated by the agencies before handing it over to the host city municipality. At areas like VIP Hospitality, Spectator Concessions and workforce catering the agencies would be required to provide a two-bin system for waste segregation.
- j. The Authority has already liaised with the concerned municipality for waste collection from the Venues. However, the agencies would be required to coordinate with them for the collection and disposal of the waste.
- k. The agencies would be required to provide consumables as listed. The payment for the consumables will be made as per the actual consumption. The agencies are requested to provide unit rates for the same.
- l. The agencies must ensure that highest standards of hygiene are maintained at all the Venues.
- m. The agencies shall ensure that the waste within the stadiums is collected only at the designated waste compound at each of the stadiums. The locations of the same are to be jointly determined by the agencies and the authorised representatives of the authority
- n. The agencies to ensure that the Stadiums are restored to clean hygienic condition within 12 hours of completion of the match days and that the waste is disposed off in the same time frame.
- o. The tentative manpower deployment and dustbins requirement across the venues are as under:

S.No	Particulars	Quantity/No's
1	Housekeeping Staff	200
2	Housekeeping Supervisors	20
3	Office Plastic Bins	250
4	60 Litre Bins	150
5	120 Litre Bins	60
6	660 Litre Bins	20

- p. The above said manpower and material requirement for delivering cleaning and waste management services across the venues of the North East Olympic Games 2022 is for a single cluster. the venues and locations that require the cleaning and waste management services are tentatively divided into a total of 3 clusters. The allotment of works to the empanelled agencies shall be divided into equal clusters.

****Any change in the venues of the games shall be notified to the agencies at the earliest.***

***** the above numbers are best estimates, the authority reserves the right to increase or decrease the said quantities by 30 %***

- q. The agencies are required to provide consumables such as toilet paper, tissue boxes, urinal cubes, Odonil, naphthalene balls, surface cleaning liquids, hand wash, hand sanitor liquids, insect spray etc. The payment for the consumables will be made as per the actual consumption.

2.2 Payment Schedule

The agency will be paid based on the following payment schedule:

S.No	Fee Payable	Percentage of Fee
1	25 % of contract value upon successful accreditation of all manpower	25 %
2	25 % on successful commencement of services	25%
3	50 % within 30 days of completion of the games	50%

The authority will require 15 working days for release of payment for each milestone and raising of invoice.

The agencies have to ensure that any additional work done by them have to be approved by the authority, otherwise it will not be considered for payments.

All billed items are to be signed off by the officers deputed by the authority regarding quantity, quality, and successful completion as per agreed timelines. These need to be backed up by relevant evidence (Photographs, Videos, Lists signed off by Competent Authority).

3. Eligibility and Evaluation Criteria

3.1 Minimum Eligibility Criteria:

S.No	Criteria	Required Documentation
1	<p>The Bidder must be in existence for at least a period of one year and should have a registered office in Shillong, Meghalaya at the time of submission of bid</p> <p>Bidder should have Income Tax PAN, TIN/Sales Tax, Service Tax Registration, certificate from Commercial Taxes Department,</p> <p>A Bidder may be a single entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium.</p> <p>In case of Consortium, both the member firms shall be a registered company OR firm in India registered under the relevant provisions/ Acts in India for the last three years as on the date of the issue of this RFP.</p>	<p>Documents like ROC registration, MoA of Company, AoA of Company, PAN, GST registration, etc. relating to business entity should be furnished</p>

S.No	Criteria	Required Documentation
2	In the last 7 (seven) years, the agency should have solely undertaken and completed at least 2 (two) similar works of providing cleaning and waste management services for municipal/ state/ central government/, PSUs or any other government departments of work order value at least INR 10 Lakhs	Work Order/completion certificate from client
3	Financial Capacity: The agency should have an average turnover of at least INR 25 lakhs (Rupees Twenty-Five Lakhs) per year in any 3 consecutive financial years in last 7 financial years i.e. FY 2021-22, FY 2020-21, FY 2019-20, FY 2018-19, FY 2017-18	Certificate from Statutory Auditor/ Registered Chartered Accountant
4	The Bidder should not have been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal.	Self-Attested Undertaking/Declaration

Only Eligible Bidders will be taken up for Technical and Financial Evaluation.

3.2 Conditions for Consortium and Subcontracting

Consortium and Subcontracting is permitted in this RFP. Consortium is allowed from the eligible entities to increase the technical eligibility and qualification of the proposal and make larger pools of experts available. The association may be formalized in form of a Joint Venture or any other suitable mechanism. The arrangement should clearly indicate the Lead Partner. The financial eligibility has to be met by Lead Partner individually. For the purpose of technical eligibility, the experience of the partners will be pooled together. However, subsidiary is not allowed to claim experience & turnover of its holding/ parent company or sister subsidiary company. A firm can only submit one proposal either individually or as a consortium. If a firm participates in more than one proposal individually or as a partner, then all such proposals will be rejected. A firm shall submit only one proposal, either individually or consortium partner. In case of Consortium, additional Annexures in the format of Annexure A6, A7, A8 also need to be enclosed.

3.3 Evaluation

The bidders that meet the minimum eligibility criteria's shall be qualified for the financial bid opening. The least cost for providing cleaning and waste management services and material for each of the items as listed in the BOQ will be declared during the opening of the Financial Bid. The qualified bidders who agree to match the least cost for providing cleaning and waste management services for items as listed in the BOQ will be empanelled with the Authority as "Empanelled Agency". The empanelled agency with the highest sum total of the value of work orders of similar works in the past 7 years shall have the first right to choose their cluster for the provision of cleaning

and waste management services, followed by the second highest scoring bidder and so forth. The authority reserves the right to empanel the required number of agencies in order of their score and willingness to match the least cost for providing cleaning and waste management services for items as listed in the BOQ. The empanelment shall be for a period of 1 year.

Financial bid opening

Financial proposals shall be opened of only the eligible qualified bidders (Financial bids of other un-responsive and technically non-qualified Bidders are returned un-opened).

4. Instruction to Bidders

4.1 Number of Proposals and respondents

- a. No Bidder shall submit more than one (1) Proposal, in response to this RFP.
- b. The RFP is non-transferable, and Proposals shall be submitted only by the respective Bidders to whom the RFP has been issued by Authority.
- c. A Bidder applying individually shall not be entitled to submit another Proposal

4.2 Proposal Preparation Cost

- a. The Bidders shall bear all costs associated with the preparation and submission of the Proposal. The authority will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.
- b. Bidders are encouraged to submit their respective Proposals after visiting the office of the Authority and ascertaining for themselves the availability of documents and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.
- c. All papers submitted with the Proposal are neither returnable nor claimable.

4.3 Right to accept and reject any or all the Proposals

- a. Notwithstanding anything contained in this RFP, Authority reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.

Authority reserves the right to reject any Proposal if:

- a. At any time, a material misrepresentation is made or discovered, or
- b. The Bidder/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
- c. The Bidder does not adhere to the formats provided in the Annexure A to the RFP while furnishing the required information/details.

4.4 Clarifications sought by the Bidder

- a. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority

and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference.

- b. Bidders requiring any clarification on the RFP may send their queries to the Authority by email at the mail-id provided in communications details in the Data Sheet with subject clearly written the following identification: "Queries/Request for Additional Information concerning RFP for Empanelment of Agencies for Cleaning and Waste Management Services for the NEOG 2022"
- c. The Authority shall endeavour to respond to the queries. The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause shall be construed as obliging the Authority to respond to any question or to provide any clarification.

4.5 Clarifications sought by the Authority

To assist in the process of evaluation of Proposals, Authority may, at its sole discretion, ask any Bidder for clarification on its Proposal. The request for clarification and the response shall be in writing. No change in the substance of the Proposal would be permitted by way of such clarifications.

4.6 Amendments to the RFP

- a. At any time, prior to the date of submission of Proposals, the Authority may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP. The amended RFP and/or the corrigendum shall be uploaded by the Authority on the department website: <https://megsports.gov.in/>
- b. In order to afford prospective Bidders reasonable time to take these amendments into account in preparing their Proposals, the Authority may, at its discretion, extend the deadline for the submission of Proposals.

4.7 Preparation and Submission of Proposals

- a. The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidders with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered for evaluation. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.
- b. The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).

4.8 Proposal Validity Period and Extension

- a. Proposals shall remain valid for a period of 60 Days from the Proposal Due Date ("Proposal Validity Period") and Authority may solicit the Bidder's consent for extension of the period of validity, if required. Authority reserves the right to reject any Proposal, which does not meet this requirement.
- b. In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Authority may request Bidders to extend the validity period for specified additional period. Bidders, who may not extend the validity period, will deem to have withdrawn their Proposal at the expiry of validity period.

4.9 Submission of Proposals

- a. Bidders are invited to submit a Technical Proposal and Financial Proposal, as specified in the Data Sheet for services required for the assignment named in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected firm.
- b. In preparing the Technical Proposal, bidders are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- c. The Technical Proposal shall provide the following information using the attached Standard Forms
 - Annexure - A1: Letter of Technical Proposal
 - Annexure – A2: Format for Power of Attorney
 - Annexure – A3: Particulars of the Bidder
 - Annexure – A4: Financial Capacity of the Applicant
 - Annexure – A5: Eligible projects undertaken by the Bidder (All the projects cited needs to be submitted by supporting credentials (work orders / completion certificates) from Authority s)
 - Proposal Processing Fee
 - Earnest Money Deposit
- d. The Technical Proposal shall not include any financial information.
- e. In preparing the Financial Proposal, bidders are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Format:
 - Annexure – B1: Financial Proposal
 - Annexure – B2: Financial Proposal – Bill of Quantities (BoQ)
- f. The bidder will specify and compute all applicable taxes in the financial Proposal.
- g. The Data Sheet indicates how long the proposals must remain valid after the submission date. The Authority will make its best effort to complete negotiations within this period. If the Authority wishes to extend the validity period of the proposals, the bidders who do not agree have the right not to extend the validity of their proposals.
- h. The original proposal (Technical Proposal and Financial Proposal); shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the persons or person who sign(s) the proposals.
- i. An authorized representative of the firm initials all pages of the proposal. The representative's authorization shall be confirmed by a written Power of Attorney accompanying the proposal.
- j. For each proposal, the bidder shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. Soft copies of the **technical proposal Only** should be emailed to humanresources@themeghalayanage.com . If there are any discrepancies between the original and the copies of the proposal, the original copy shall govern.
- k. Bidders shall submit the sealed proposals in two sealed envelopes as detailed below. The name and address of the bidder should be mentioned on each

envelope. The language of the Proposals as well as the supporting documents shall be in English.

- **Sealed Envelope I:** The cover of the envelope should clearly mention as “Envelope-I –Technical Proposal for “RFP for Empanelment of Agencies for Cleaning and Waste Management Services for the NEOG 2022”. It will contain the Technical Proposal (original and copies as per data sheet) in specified format (Schedule A, B, C, D, E, F, G, and H) and any other relevant documents, duly signed by authorized representative of bidder with company seal, EMD and Non-refundable Proposal Processing Fee towards the cost of RFP document.
 - **Sealed Envelope –II:** The cover of the envelope should clearly mention as “Envelope-II – Financial Proposal for “RFP for Empanelment of Agencies for Cleaning and Waste Management Services for the NEOG 2022” It should contain Financial Proposal (Schedule I) duly signed by authorized representative of bidder with company seal.
 - **Sealed Envelope – III:** The cover of the envelope should clearly mention as “for “RFP for Empanelment of Agencies for Cleaning and Waste Management Services for the NEOG 2022”. This outer envelope will include the Sealed Envelope – I and Sealed Envelope- II.
- i. Tender complete in all respects may be submitted to the Authority through courier/ speed post/hand-delivery such that they are delivered to the address mentioned in the Data Sheet on or before the time and date mentioned in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened. Tenders received by fax/mail will not be entertained.
- m. The Authority shall at its discretion, extend this deadline for submission of Proposals by amending the RFP, in which case all rights and obligations of the Authority and agency previously subject to the deadline will thereafter be subjected to the deadline as extended.

4.10 EMD and Performance Bank Guarantee

- a. INR 4 Lakh in the form of demand draft or Bank Guarantee drawn in favour of ‘Director of Sports & Youth Affairs, Govt. of Meghalaya’, payable at Shillong. The Earnest Money Deposit shall be submitted along with the 1st Inner Envelope of the Technical Proposal
- b. The selected Bidder shall furnish a Performance Guarantee at the time of contract signing amounting to 5 % of the Contract value in form of Bank Guarantee (BG), which should be valid for one year. The BG shall be returned or extended after the expiry of the project period as the case may be. The BG can be from any Nationalised or Scheduled bank payable in Shillong.

4.11 Test of Responsiveness

Prior to evaluation of the Proposals, Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Proposals shall be considered responsive if:

- a. It is received or deemed to be received by the due date and time including any extension thereof pursuant to the Data Sheet.
- b. It contains all information as desired in this RFP.
- c. Information is provided as per the formats specified in the RFP.
- d. It mentions the validity period as set out in Data Sheet.

- e. Bids are accompanied with Bid Processing Fee (non-refundable) and EMD as specified in the Date Sheet of this RFP.
- f. Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of such Proposal.

4.12 Negotiations and Award of Work order

- a. Negotiations will be held at the address indicated in the Data Sheet. The aim shall be to reach agreement on all points and sign a contract.
- b. After the contract has been successfully negotiated, the shortlisted agency will be issued a Work order by the Authority . If the negotiations do not reach any conclusions and if the first Preferred Agency withdraws his proposal, the Authority may then invite Second Best Bidder for the negotiations.
- c. The other Bidders, which did not meet the Minimum Eligibility Conditions, not shortlisted for other stages of evaluation also the Bidders who were technically qualified but were not selected except the second-best Bidder, will be informed by the Authority that they were unsuccessful. The Bid Security of such Bidders will be refunded within 3 weeks after issue of Work Order to the successful Bidder.
- d. No information on the evaluation proposal will be disclosed to any person other than those directly concerned with the selection process. Proposals of any Bidder, who tries to influence the evaluation, will be liable to be rejected.

4.13 Term of the Contract

- a. The contract shall extend for a period of 6 months from the date of signing of the agreement/ contract.
- b. The Authority shall review the performance of the Agency after completion of the ceremonies before issuing Completion Certificate.

4.14 Miscellaneous

- a. The Authority requires that bidders provide professional services and at all times hold the Authority's interest's paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Bidders shall not be hired for any assignment that would be in conflict with their prior or current obligations to other Authority s, or that may place them in a position of not being able to carry out the assignment in the best interest of the Authority .
- b. To observe the highest standard of ethics during the selection and execution of the assignment, the terms set forth below shall be followed:
 - i. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the borrower and includes collusive practices among bidders (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition.

- c. The Authority shall reject proposals for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question
- d. National Games Secretariat, Government of Meghalaya reserves the right to accept or reject any Proposal and to annul the process at any time without assigning any reason thereof and without thereby incurring any liability to the affected bidder or without informing the agency of the grounds for such action by the Government of Meghalaya.
- e. If in the view of authority, the performance of selected agency is not satisfactory, the selected agency has failed to safeguard the interest of the authority, the Authority may at its sole discretion, terminate the engagement of the selected agency. The authority, in doing so, shall intimate the firm in writing with its termination letter. The decision of the Authority in this matter shall be final and binding.
- f. Any delay/ default in quality of goods/services by the agency in the performance of its obligation, shall attract penalty at the rate of 3% of the value of particular work per day to a maximum of 30% of the value of relevant portion of Work Order. In case maximum penalty is levied, the firm may be blacklisted for a period of three years.
- g. All disputes arising shall be subject to the jurisdiction of the appropriate court at Shillong, Meghalaya and will be governed by the laws of India.

Annexure- Formats Technical Proposal

Annexure - A1: Letter of Technical Proposal

To,

Date:

JOINT CEO,
National Games Secretariat
Government of Meghalaya
J.N.S Complex. Polo Grounds, Shillong – 793001

Sub: “Proposal for “RFP for Empanelment of Agencies for Cleaning and Waste Management Services for the NEOG 2022”

Regarding Technical Proposal

Dear Sir,

1. With reference to the RFP dated _____ for the above captioned project, and clarification issued by National Games Secretariat, Government of Meghalaya thereof, We _____, having examined all relevant documents and understood their contents, hereby submit our Proposal for “RFP for Empanelment of Agencies for Cleaning and Waste Management Services for the NEOG 2022” The proposal is unconditional and unqualified.

2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.

3. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.

4. We shall make available to the Government of Meghalaya any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

5. We acknowledge the right of the Government of Meghalaya, to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

We declare that:

a. We have examined and have no reservations to the RFP Documents, including any Addendums issued by the Government of Meghalaya;

b. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the Government of Meghalaya or any other public sector enterprise or any government, Central or State; and

c. We hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

7. We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Bidders.

8. If our Firm is qualified, we shall make our technical presentation to the Government of Meghalaya on the date specified upon intimation received from the Government of Meghalaya.

9. The undersigned is authorized to sign the documents being submitted through this RFP. (A copy of Power of Attorney may be enclosed)

10. In the event our firm is selected as the Agency for this project we shall enter into a contract with the Government of Meghalaya.

11. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.

12. The information provided herewith is true and correct to our best knowledge. If any discrepancies are found in the information provided or if the information provided is not correct, our firm would be fully responsible for that. We understand in such cases our bids are liable to be rejected.

Yours faithfully,

(Signature, name and designation of the authorized signatory/authorized signatory of Lead Member in case of Consortium) (Name and seal of the Bidder)

Annexure – A2: Format for Power of Attorney

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr/Ms.....son/daughter/wifeand presently residing at, who is presently employed with us and holding the position ofas our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for RFP for Empanelment of Agencies for Cleaning and Waste Management Services for the NEOG 2022” including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-proposal and other conferences and providing information/ responses to the authority, representing us in all matters before the authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the government of Meghalaya in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the government of Meghalaya AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20** For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of

the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued

Annexure – A3: Particulars of the Bidder

General Information about the Firm:

- a) Name of Company or Firm:
- b) Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):
- c) Country of incorporation:
- d) Registered address:
- e) Year of Incorporation:
- f) Year of commencement of business:
- g) Principal place of business:
- h) Brief description of the Company including details of its main lines of business

Name, designation, address and phone numbers of authorized signatory of the Bidder:

- i) Name:
- ii) Designation:
- iii) Company:
- iv) Address:
- v) Phone No.:
- vi) Fax No.:
- vii) E-mail address:

(Signature, name and designation of the authorized signatory)

For and on behalf of_____

Annexure – A4: Financial Capacity of the Applicant

Sl. No.	Financial Year	Annual Turnover (In INR)
1		
2		
3		

Certificate from the Statutory Auditor

This is to certify that(name of the Applicant) has received the payments shown above against the respective years on account of professional fees. And the Average Turnover of the Firm from professional fees in the above said three consecutive years is INR_____. (In words)

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

Note: In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Annexure – A5: Eligible projects undertaken by the Bidder

The following information should be provided in the format below for each Eligible Project completed in last 5 years for which your firm was legally contracted by the Client stated as a single entity.

S.No	Description
i.	Assignment Name
ii.	Name, fax, email of the Client Representative:
iii.	Time when the assignment was carried out
iv.	Start Date
v.	End Date
vi.	Location of the Event
vii.	Contract Value
viii.	<ul style="list-style-type: none">• Narrative Description of the Scope of work of the assignment• Description of Actual Services provided by your Staff Status of the assignment

IMPORTANT:

1. Use separate sheet for each Eligible Project
2. Please provide proof of eligible projects undertaken like a copy of completion certificate from the client/Copy of work order/copy of agreement etc. with contract value mentioned. **The submitted testimonial MUST contain detail description of work (Scope of Work and TOR) carried out by the Bidder.**

Annexure – A6: Conditions for Consortium

In case the Bidder is a Consortium, it shall comply with the following additional requirements:

- i. The Bidder may be a Proprietorship firm /partnership firm/ Company as single entity or a group of entities (the “Consortium”), joining together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
- ii. A Bidder may be a single entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration.
- iii. Number of members in a consortium shall not exceed 3 (three);
- iv. In the format of Annexure A3 (Particulars of the Bidder) above, the Proposal should contain the information required for each member of the Consortium;
- v. Members of the Consortium shall nominate one member as the lead member (the “Lead Member”). The nomination(s) shall be supported by a Power of Attorney, as per the format annexed, signed by all the other members of the Consortium;
- vi. The Proposal should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical obligations;
- vii. An individual Bidder cannot at the same time be member of a Consortium applying for qualification.
- viii. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for qualification.
- ix. Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified in annexure (the “Jt. Bidding Agreement”), for the purpose of submitting a Bid. The Jt. Bidding Agreement, to be submitted along with the Proposal.
- x. In case of a Consortium, the combined financial and technical capability of the Members should satisfy the above conditions of eligibility.
- xi. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.
- xii. Change in the composition of a Consortium will not be permitted by the Authority during the Bidding process.

Annexure – A7: Power of Attorney for Lead Member of Consortium

Whereas the National Games Secretariat Government of Meghalaya (“the Authority”) has invited Proposals from interested parties for “ RFP for Empanelment of Agencies for Cleaning and Waste Management Services for the NEOG 2022” (the “Project”).

Whereas,and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Proposal for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s. having our registered office at, M/s. having our registered office at, and having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/S having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Proposal for the Project, including but not limited to signing and submission of all Proposals and other documents and writings, participate in bidding process and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Proposal of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s Proposal for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS

..... DAY OF 2.....

For

(Signature)

(Name & Title) For

(Signature)

(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued

Annexure – A8: Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

- i. {..... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

- ii. {..... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

- iii. {..... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at..... (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS,

(A)[National Games Secretariat, Government of Meghalaya having its office at _____ (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Proposals (the Proposals”) by its Request for Proposal No. dated (the “RFP”) for “RFP for Empanelment of Agencies for Cleaning and Waste Management Services for the NEOG 2022”.

(B)The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

(C)It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Proposal.

NOW IT IS HEREBY AGREED as follows:

i. Definitions and Interpretations

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

ii. Consortium

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

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

iii. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding

(b) Party of the Second Part shall be {the Technical Member of the Consortium;}

{{c) Party of the Third Part shall be the other Member of the Consortium}}

(Please Specify Role of each Party such as Lead Member, financial Member etc. for the Project)

iv. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Agreement, till such time as the Project Completion is achieved under and in accordance with the Agreement.

v. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and Corporation to enter into this Agreement.

(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and Corporation to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained.

(ii) violate any Applicable Law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

(iv) violate any clearance, permit, Development Right, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

vi. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Completion of the Project is achieved under and in accordance with the Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the Corporation to the Bidder, as the case may be.

vii. Miscellaneous

7.1 This Joint Bidding Agreement shall be governed by laws of India.

7.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
AND DELIVERED

SIGNED, SEALED

For and on behalf of LEAD MEMBER by:

SECOND PART

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

(Signature)

(Name)

(Designation)

(Address)

1.

2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favor of the person executing this Agreement for the delegation of power and Authority to execute this Agreement on behalf of the Consortium Member

Financial Proposal

Annexure – B1: Financial Proposal - Covering Letter

To,

JOINT CEO,
National Games Secretariat
Government of Meghalaya
J.N.S Complex. Polo Grounds, Shillong – 793001

Date:

Sub: “RFP for Empanelment of Agencies for Cleaning and Waste Management Services for the NEOG 2022”

Regarding Financial Proposal

Dear Sir,

We,

enclose herewith our Financial Proposal for selection of our firm as Agency to carry out for “RFP for Empanelment of Agencies for Cleaning and Waste Management Services for the NEOG 2022”

Please note that the financial proposal does not contain any conditions and is submitted as per the prescribed format. In case of any discrepancy, our firm will be solely responsible for the same.

We agree that this offer shall remain valid for financial year 2022-23.

Yours faithfully,

(Signature, name and designation of the authorized signatory) (Name and seal of the Bidder)

Annexure – B2: Financial Proposal – Bill of Quantities (BoQ)

S.No	Items	Quantity/Numbers	Rate	Total
1	Housekeeping Staff	200		
2	Housekeeping Supervisors	20		
3	Office Plastic Bins	250		
4	60 Litre Bins	150		
5	120 Litre Bins	60		
6	660 Litre Bins	20		
			Total	
			GST	
			Grand Total	

- All works should be carried out in consultation with designated officials of the National Games Secretariat
- The Authority reserves the right to increase/decrease the quantities of the items detailed above to the tune of 30%.
- All quoted rates to be inclusive of all applicable taxes
- Cost should be inclusive of logistics of movement of equipment, manpower and material
- No conditions should be attached to the price proposal.
- The amount should be quoted in both figure and words. In case of discrepancies in the prices mentioned in the figure and word, the prices mentioned in the words shall be considered as final price.