

**“REQUEST FOR PROPOSAL”
(RFP)**

FROM

**EVENT MANAGEMENT FIRM FOR
OPENING & CLOSING CEREMONIES OF THE 12TH SOUTH
ASIAN GAMES**

**ORGANISING COMMITTEE – 12TH SOUTH ASIAN GAMES
GUWAHATI & SHILLONG
(OC-SAG)**

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Last Date of Submission of Bid: 21.11.2015

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The South Asian Games

The South Asian Games are a bi-annual multinational multi-sport event held amongst the athletes from South Asia. The governing body of these games is South Asia Olympic Council (SAOC), formed in 1983. At present, SAOC comprises eight of member countries namely Afghanistan, Bangladesh, Bhutan, India, Maldives, Nepal, Pakistan & Sri Lanka. The first South Asian Games were hosted by Kathmandu, Nepal in 1984 and have since been held every two years except for some occasions. In 2004, it was decided in the 32nd meeting of South Asia Olympic Council to rename the Games from South Asian Federation Games to South Asian Games.

12th South Asian Games

The 12th South Asian Games will be held in Guwahati, Assam and Shillong, Meghalaya, India on 6th February and 16th February 2016. The Organizing Committee- 12th South Asian Games (OC-SAG) intends to make its vision to be the best South Asian Games to date with impeccable standards of service to be provided to athletes, officials and the general public. In delivering the best ever South Asian Games OC-SAG will:

- Build state-of-the-art sporting and city infrastructure for the facilitation of the Games
- Create suitable environment and opportunities for the involvement of the citizens in the Games
- Showcase the culture and heritage of India especially North-East India.
- Project India as a Global Sporting destination and leave behind a lasting legacy

Sports

There will be 23 sport disciplines for the 12th South Asian Games of which 16 will be held in Guwahati, Assam and 8 in Shillong, Meghalaya. They are as follows:

Guwahati, Assam

Athletics	Basketball	Cycling	Football (Men)	Handball	Hockey
Kabaddi	Kho-Kho	Shooting	Squash	Swimming	Triathlon
Volleyball	Weightlifting	Wrestling	Lawn Tennis		

Shillong, Meghalaya

Archery	Badminton	Boxing	Judo	Table Tennis	Taekwondo
Wushu	Football (Women)				

SUMMARY OF BID

This Request for Proposal issued by the Organizing Committee - 12th South Asian Games (OC-SAG), is to obtain Bid on turnkey basis from Event Management Firms required to **Conceptualize, Plan, Design, Organize, Produce, Coordinate, Direct, Manage, Execute and Deliver the Opening & Closing Ceremonies of the 12th South Asian Games** to be held in February 2016.

The Opening & Closing Ceremonies will be the largest events of their kind to be tentatively held in Guwahati on 6th February 2016 and 16th February 2016 respectively.

The Opening and Closing Ceremonies will be held at **Indira Gandhi Athletics Stadium, Sarusajai Sports Complex** with a live audience of up to 30000 people and will be witnessed globally by over four billion people.

In the 12th South Asian Games there will be approximately 4500 athletes/sports persons and Games Officials, 4000 volunteers, 23 sports disciplines, International media, VIP's, Dignitaries, Other Officials and over 1000 suppliers.

The successful bidder will be required to work for the Organizing Committee – 12th South Asian Games (OC-SAG) with the Creative Consultant & Creative Core Group to fully develop the creative theme and core elements of Ceremonies.

The successful bidder will be required to organize, produce, coordinate, direct, manage, execute and deliver the **Opening & Closing Ceremonies** of the 12th South Asian Games based upon the approved themes & elements and also provide inputs to the Creative Consultant, & Creative Core Group and OC-SAG

1. INSTRUCTIONS TO BIDDERS

- 1.1 The Bidders can download the details of this tender and its supporting documents from the website: <http://assamtenders.gov.in> The tender documents have to be purchased online only.
- 1.2 The bidders participating for the first time for e-Tenders on e-Tendering portal will have to complete Online Registration Process for the e-Tendering portal.
- 1.3 All Bidders interested in participating in the online e-Tendering process are required to obtain Class II or Class III Digital Certificates. The Tender should be prepared and submitted online using individual's digital signature certificate.
- 1.4 Bidders Tool Kit Link (detailed help documents designed for bidders) has been provided on e-Tendering website in order to guide them through different steps involved during e-Tendering such as online procedure for tender document purchase, bid preparation and bid submission. If any assistance is required regarding e-Tendering (registration/upload/download) please contact the Government of Assam e-Tendering Help Desk at number: 0361-2260254, 2261964

2. PURCHASE AND DOWNLOADING OF TENDER FORMS:

- 2.1 The Tender document is uploaded by Government of Assam on the e-tendering website <http://assamtenders.gov.in>. The Tender and its supporting documents have to be purchased online and downloaded from the same by filling Demand Draft details online. Subsequently, Bid has to be prepared and submitted ONLINE ONLY as per the schedule.
- 2.2 Tender forms will not be sold/ issued manually.
- 2.3 Only those Tender offers shall be accepted for evaluation for which non-refundable Tender Document Fee and Tender Processing Fee as mentioned in the Tender items list, in the form of Demand Draft/Pay Order from Nationalized Bank drawn in favor of "Organizing Committee South Asian Games" Payable at Guwahati, Assam are deposited in the office of Organizing Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040 on or before scheduled date given in this RFP.

3. BACK GROUND

3.1 Eligibility Criteria

The agencies intending to bid for appointment as Event Management Firm for organizing Opening Ceremony & Closing Ceremony for OC-SAG shall fulfill the following pre-qualification criteria:

- 3.1.1 Minimum three years' experience in handling a Mega Event or a similar event. Bidders having such experience in handling projects on turnkey basis would be given preference.
- 3.1.2 Prior experience of conceptualizing and managing at least one Opening or Closing Ceremony of any Sports Event in India or abroad with a project cost of INR 5 Crore or more.
- 3.1.3 Prior experience in coordinating large contingents of school children for ceremonies.
- 3.1.4 A turnover of an amount equivalent to INR 20 Crore in each of the last three years or a total amount of INR 100 Crore in the last 5 years.
- 3.1.5 Must have Income Tax PAN, TIN/Sales Tax, Service Tax Registration, etc.
- 3.1.6 Well-developed network for sourcing artists of national and international repute and technical equipment.
- 3.1.7 Have a registered functional office in India for at least last 3 years.

3.2 RFP Process

The Successful Bidder will be responsible to Conceptualize, Plan, Design, Organize, Produce, Coordinate, Direct, Manage, Execute and Deliver the **Opening & Closing Ceremonies** of 12th South Asian Games and to coordinate the support of the government agencies in India. All Bids should be made so as to accommodate this model.

- 3.2.1 The RFP is only illustrative in nature and all narrations are intended to be used by the

applicant as a preliminary back ground explanation. This RFP does not necessarily contain all relevant information and Organizing Committee-12th South Asian Games (OC-SAG) reserves the right to amend its requirement or the information contained in this document at any time during the RFP process or even after award of contract.

- 3.2.3 OC-SAG, its advisors, or any of their representatives, offer no warranties in regard to this information contained in this RFP and shall not be liable for any loss or damage as it relates to this RFP for any applicant, potential applicant or any third party arising as a result of reliance on this RFP's information or any subsequent communication.
- 3.2.4 If OC-SAG decides to select an applicant for the services, at that time a detailed Work Order will be issued to the selected applicant, which is subject to review, re-consideration, amendment and or change, based on the requirement of OC-SAG. This Work Order will not be made available until the selection of a successful applicant.
- 3.2.5 Neither the RFP document nor any other related document shall constitute a contract or agreement with OC-SAG except the awarded contract, as where specifically referenced in **ANNEXURE-A**.
- 3.2.6 OC-SAG reserves the right to:
- a. Rank the bidders as per the Comparative Bid.
 - b. Correct/alter/add/modify/change/delete requirements from the Scope of Work at any stage and even after the award of contract.
 - c. Accept or reject any or all Bids in its absolute discretion, without assigning any reason thereof, even the lowest or the most competitive commercial Bid.
 - d. In the event of any misstatement or misrepresentation being discovered or detected in the information furnished/documents submitted by the bidder in response to this RFP or at any later stage or in the event of any contravention by the bidder of the condition or criteria stipulated by OC-SAG, the appointment/engagement of the bidder shall stand terminated or cancelled and no further fees shall be payable or be paid by OC-SAG to the bidder and the Earnest Money Deposit/Performance Security, as applicable, submitted by the bidder shall be forfeited forthwith by OC-SAG without any further notice.
 - e. Recall or cancel the process of engagement of the bidder under the RFP at any time and to invite fresh bids in respect of the mandate herein proposed.
 - f. Extend the time for submission of bids at its sole discretion at any time prior to the due date in case of any amendments in the RFP. The amended RFP will be duly notified on the website and the same will be binding on all the bidders
 - g. Discontinue the services of the appointed or engaged bidder at any point of time on account of non-satisfactory performance by the bidder or any other reason, which OC-SAG feels appropriate.
- 3.2.7 OC-SAG will not be liable for any costs for the Bid Process of any applicant participating in this RFP, even if the bid is recalled or cancelled, for any reasons whatsoever. The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to costs incurred in conduct of informative and other diligence activities, participation in

meetings/discussions/presentations, preparation of proposal, in providing any additional information required by **OC-SAG** to facilitate the evaluation process.

- 3.2.8 The submission of a response to this RFP by any Bidder or potential Bidder confirms the Bidder or potential Bidder's acceptance of all terms and conditions of this RFP and the amended terms and conditions. Further the Bidder acknowledges that it has:
- a. Understood and examined the Scope of Work and other information made available in writing by OC-SAG to the Bidder for the purpose of the RFP.
 - b. Examined all information relevant to the risks, contingencies and other circumstances that could affect the RFP.
 - c. Satisfied itself as to the correctness and sufficiency of the RFP
- 3.2.9 If the Bidder finds any discrepancy or error in its RFP, it must notify OC-SAG in writing of such discrepancy or error at or before the Meeting date as scheduled under point- 7 Timetable.
- 3.2.10 Bidders to this RFP or their agent may not make any contact with any party employed by or directly associated with OC-SAG or any of its government partners regarding this RFP. Any clarifications and all information will be via e-mail only to nbg.ocsag@gmail.com No queries shall be entertained by OC-SAG after (1900 hrs) IST (19.11.2015).

4. SCOPE OF WORK

- i) Conceptualize, Plan, Design, Organize, Produce, Coordinate, Direct, Manage, Execute and Deliver Opening & Closing Ceremonies of the Games, after the approval of the concept of this event by Creative Consultant, Creative Core Group and OC-SAG.
- ii) Sourcing, appointing, directing and managing of performers and other creative elements of the ceremonies in tandem with Creative Consultant, Creative Core Group and OC-SAG.
- iii) Monitoring the day to day operations for the ceremonies.
- iv) Logistics and production planning for the ceremonies.
- v) Ensuring adherence to all the policies related to the Risk Management, Manpower Management, etc.
- vi) Liaison with concerned authorities for effective venue management planning, coordination and execution.
- vii) All activities to be conducted in relation to the Opening and Closing Ceremonies are to be created, planned and managed as part of the Ceremonies responsibilities, included but not limited to VIP welcome, to interact with the cultural departments, coordinating time for arrival, departure and marshaling of the athletes and officials for Opening and Closing Ceremonies including catering services for the forecast crew and performers for rehearsals and the Opening and Closing Ceremonies.
- viii) Manage and coordinate the Athlete's parade in the Opening Ceremony.
- ix) The successful Bidder shall ensure, through high quality communication and

reporting (in writing), that OC-SAG, is kept informed of issue(s), if any, that may arise and necessitate changes in the scope, variation or delays.

- x) The 12th South Asian Games has identified key activities within the planning phases leading up to the Games. Within each Key activity, a number of tasks and elements have also been identified. These have been indicated in **Annexure B**.
- xi) Ensure smooth execution, production and delivery of the Ceremonies in accordance with the requirements of the OC-SAG. **(Annexure C)**
- xii) Submit the weekly reports with documented proof about work in progress till the end of the contract.
- xiii) Create a theme song for the OC-SAG (lyrics, music, recording compose, etc..)

5. COST OF TENDER

- 5.1 The Tender Document Fee of non-refundable INR 10000 (Rupees Ten Thousand and a non-refundable Tender Processing Fee of INR 5000 (Rupees five thousand) are to be submitted. These no-refundable fees are to be submitted in the form of Demand Draft/Pay Order from Nationalized Bank drawn in favor of "Organizing Committee South Asian Games" Payable at Guwahati, Assam at the office of Organizing Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040 on or before scheduled date given in this RFP.
- 5.2 As part of the Bid, the bidder shall enclose the Demand Drafts in a separate envelope i.e. Envelope#1 and clearly mark "Demand Draft for Tender Document Fee and Tender Processing Fee" and send along with the Bid document.

6. EARNEST MONEY DEPOSIT

- 6.1. Bidders shall submit, along with their Bids, **EMD of INR 50, 00, 000/- (Rupees Fifty Lakhs) only**, in the form of a Demand Draft or Pay order from any nationalized bank in favor of the CEO, Organizing Committee, South Asian Games 2016 payable at Guwahati. Bid security in any other form will not be accepted.
- 6.2. The bid securities of all unsuccessful bidders will be refunded by the CEO, Organizing Committee, South Asian Games 2016 after the award of contract. The bid security, for the amount mentioned above, of successful bidder will be returned upon submission of Performance Guarantee)
- 6.3. The bid security amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- 6.4. The bid submitted without bid security, mentioned above, will be summarily rejected.
- 6.5. The Earnest Money will be forfeited on account of one or more of the following reasons:
 - The bidder withdraws its Bid during the validity period specified in RFP.
 - The bidder does not respond to requests for clarification of its Bid.
 - The bidder fails to provide required information during the evaluation process or is found to be non-responsive or has submitted false information in support of its qualification.
 - In case a successful bidder fails to sign the Agreement in time; or does not furnish

the mandatory Performance Security.

- The bidder materially alters his bid during the bid processing period.

7. BID SCHEDULE

The RFP time table is given below. OC-SAG retains the right to vary or discontinue the process or any part thereof at its absolute discretion.

Sr. No	INFORMATION	DETAILS
1	Non- Refundable Tender Cost and Tender Processing Fee	INR 10000 and INR 5000
2	Publishing of RFP through e-tender	Date and Time: 31.10.2015, 1900 hrs.
3	Earnest Money Deposit	INR 5000000
4	Last date for submission of written queries for clarifications.	Date and Time : 8.11.2015, 1500 hrs nbg.ocsag@gmail.com
5	Release of response to clarifications (by email only)	Date and Time: 11.11.2015, 1500 hrs
6	Date of Pre-Bid conference	Date, Time and Venue: 12.11.2015 at 1100 hrs at Hockey Stadium, Bhetapara, Guwahati- 781040
7	Last date (deadline) for receipt of proposals in response to RFP notice (online only)	Date and Time: 21.11.2015, 1100 hrs
8	Place, Time and Date of opening of Technical proposals received in response to RFP notice	Date: 21.11.2015 Time: 1500 hrs and Venue: Hockey Stadium, Bhetapara, Guwahati- 781040
9	Place, Time and Date of opening of Commercial proposals received in response to the RFP notice	Date, Time and Venue shall be intimated to the technically qualified Bidders
10	Contact Person for queries	Ceremonies FA Head MR. N Buragohain nbg.ocsag@gmail.com
11	Addressee and Address at which proposal in response to RFP notice is to be submitted	VENUE: Organizing Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040
12	Last date and time for the issue of online tender document	Date and Time: 20.11.2015 at 1900 hrs

Note: All the Pre Bid Queries would be accepted in written format i.e., via e-mail only sent at nbg.ocsag@gmail.com.

8. PRE-BID CONFERENCE

- 8.1. OC-SAG will host a Pre-Bid Conference, scheduled on 12.11.2015 at 1100 hrs at the **Hockey Stadium, Bhetapara, Guwahati- 781040**. The representatives of the interested organizations may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed solution requirements with reference to the particular RFP. The OC-SAG shall provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project during the pre-bid conference. Only those bidders who have purchased the tender document shall be allowed for pre-bid conference.

9. RESPONSE TO BIDDER'S QUERIES

- 9.1. All enquiries from the bidders relating to this RFP must be submitted exclusively to the contact person at the given email address. The queries should necessarily be submitted in the following format:

<<Name & Address>>					
BIDDER'S REQUEST FOR CLARIFICATION					
Name of Organization submitting request		Name & position of person submitting request		Full formal address of the organization including phone, fax and email points of contact & contact details of local office as well	
				Tel:	
				Fax:	
				Email:	
Sl. No.	Bidding Document Reference(s) (section number/page)	Content of RFP requiring clarification	Points of Clarification required.		

- 9.2. All enquiries should be sent to OC-SAG only through email only. The OC-SAG shall not be responsible for ensuring that bidders' enquiries have been received by them. OC-SAG shall provide a complete, accurate, and timely response to all questions to all the bidders. However, OC-SAG makes no representation or warranty as to the completeness or accuracy of any response, nor does OC-SAG undertake to answer all the queries that have been posed by the bidders. All responses given by OC-SAG will be distributed to all the bidders.

10. SUBMISSION OF PROPOSAL

- 10.1 All documents are to be uploaded in PDF or scanned copies online.
- 10.2 The Applicant is required to upload :
- 10.2.1.1 Scanned copy of D.D. / Pay Order drawn against the Tender cost and processing fees.
- 10.2.1.2 E.M.D of INR 50,00,000/- should be paid as per paragraph 6.1
- 10.2.1.3 Bid documents submission and purchase as mentioned in Paragraph 3.1
- 10.2.1.4 Technical Bid documents to be uploaded as mentioned from points 13.1.1 to 13.1.11 of paragraph 13.
- 10.2.1.5 Commercial Bid as per prescribed table in 13.2 (c)
- 10.2.1.6 Potential applicant must complete and sign the Undertaking at **ANNEXURE A**.
- 10.2.1.7 The Proposal should be filled by the bidder in English language only.
- 10.2.1.8 The bidder should quote price in Indian Rupees only.
- 10.3 Bidders are also required to submit one printed original hardcopy of the RFP document (duly ink signed) and one softcopy (CD) in Microsoft Word and PDF format. Bidder must ensure that the information furnished by him/her in respective electronic copy is identical to that submitted by him/her in the original paper bid documents. In case of any discrepancy observed by OC-SAG in the contents of the electronic copy and original paper bid documents, the information furnished on original paper bid documents will prevail over the softcopy.
- 10.4 The Bids documents submitted must be without any overwriting, interlineations, corrections, double typing, etc. Any overwriting/ corrections etc. shall be initiated by the Bidder.
- 10.5 Bidder must ensure that the Technical Bid soft copies do not contain any Commercial items /prices.
- 10.6 If any bidder does not qualify in technical evaluation, the Commercial Proposals shall be returned unopened to the bidder.
- 10.7 The Bids shall be valid for a period of six (6) months from the date of opening of the Bids. A Bid valid for a shorter period may be rejected as nonresponsive. On completion of the validity period, unless the bidder withdraws the Bid/ proposal in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws the same.
- 10.8 In exceptional circumstances, at its discretion, OC-SAG may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or by fax or email.
- 10.9 The sealed envelope containing the Bids (Envelope #1, #2 ,and #3) must be received in the office of the **Organizing Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040** between 10 am to 5 pm on any working day and on **21.11.2015** till **1100** hrs. Envelopes/documents received after the stated time and date will be rejected and returned unopened.

10.10 The Bids should be delivered in a plain sealed package clearly endorsed with the enclosed RFP Return Label, as follows:

“CONFIDENTIAL RFP DOCUMENTATIONS DO NOT OPEN: EVENT MANAGEMENT FIRM FOR OPENING CEREMONY & CLOSING CEREMONIES FOR THE 12TH SOUTH ASIAN GAMES”

10.11 The bid should be unconditional. In case of any condition, the bid shall be treated as non-responsive and be disqualified.

10.12 The bid should be only in the prescribed format. It should also be accompanied by all the requisite documents.

10.13 The Bid Cover should carry the complete name and address of the bidder, along with the telephone, fax and e-mail address.

10.14 In the event of the receipt of the Bid, after the due date, the Bid Cover shall be returned "Unopened" to the bidder.

10.15 Rejection Criteria:

Besides other conditions and terms highlighted in the Tender document, bids may be rejected under any of following circumstances:

Technical Bids

1. Incomplete bids that do not quote for the complete Scope of Work as indicated in the bidding documents, addendum (if any) and any subsequent information given to the bidder.
2. Bids providing information that is found to be incorrect/misleading at any stage/time during the Tendering process.
3. Technical Bid containing commercial details.
4. Bids that reveal prices in any form or by any means before opening the Commercial Bid.
5. OC-SAG reserves the right to accept any bid and to annul the tender process and reject any or all the bids at any time prior to award of work, without incurring any liability towards affected applicant(s) or to inform the affected applicant(s) of the grounds of such annulment /rejection.

Commercial Bids

6. Commercial Bids made through Tele fax/Telegraphic/Fax/E-mail.
7. Bids which do not confirm unconditional validity of the bid for 180 days from date of opening of bid.
8. Bids which do not conform to OC-SAG bid format.

9. Bids in respect to which the bidder does not accept OC-SAG rectification of clerical/arithmetic discrepancies in the commercial bid, if any.
10. Any Commercial Bid that does not comply with the conditions laid down by OC-SAG.

Others

11. Bids that do not confirm to unconditional acceptance of full responsibility of executing the "Scope of Work" or the amended scope of work, as deemed appropriate by OC-SAG of this tender.
12. Bids in which the bidder seeks to influence the OC-SAG bid evaluation, bid comparison or contract award decisions.
13. OC-SAG will first open the technical bids. If the same is not complete and lacking with respect to any requirement(s), the same would be rejected straightaway & without opening the commercial bid.
14. By adopting the procedure at (13) above, the commercial bids of those bidders, whose technical bid(s) are found acceptable, shall be opened and processed further as per rules laid down for the same.
15. Bids that are submitted later than the Bid Schedule will be rejected.

10.16 CORRECTION OF ERROR

- a. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the commercial proposals are received by OC-SAG.
- b. Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.

10.17 PRICES AND PRICE INFORMATION

- a. No adjustment of the price quoted in the Commercial Proposal shall be made on account of any variations in costs of labor and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the contract
- b. The price quoted in the Commercial Proposal shall be the only payment, payable by OC-SAG to the successful Bidder for completion of the contractual obligations by the successful Bidder under the Contract, subject to the terms of payment specified as in the proposed commercial bid or the ones agreed between **OC-SAG** and the Bidder after negotiations. The price would be inclusive of all taxes, duties, charges and levies as applicable.

- c. The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of the validity of the proposal and the contract. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.
- d. It is mandatory to provide break-up of all taxes, duties and levies wherever applicable and/or payable. All the taxes of any nature whatsoever shall be borne by the Bidder including any additional taxes/levies due to change in tax rates.
- e. All costs incurred due to delay of any sort, shall be borne by the Bidder.
- f. **OC-SAG** reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated within specified time frames.

11. CONFIDENTIALITY OF RFP DOCUMENT

This Document is confidential and the bidder is required to furnish an Undertaking that anything contained in this RFP shall not be disclosed in any manner, what so ever. The undue use by any bidder of confidential information related to the process may result in rejection of its Bid.

12. BIDDING FORMAT

- 12.1 Applicant will submit their Bid in hard copy in three parts. Envelope #1 will contain **the Tender Document Fee, Tender Processing Fees and the Earnest Money Deposit (EMD)**. The Envelope #2 will be for the **Eligibility Criteria** and the Envelope #3 will contain the **Technical Bid**.

Envelope#1: Tender Document Fee, Tender Processing Fees and Earnest Money Deposit

As indicated in paragraph 5 and paragraph 6 respectively.

Envelope#2: Eligibility Criteria

As indicated in paragraph 3.1.1 to 3.1.9

Envelope#3: Technical Bid

As indicated in paragraph 13.1.1 to 13.1.11 of paragraph 13.

- 12.2 The Pre-Qualification Bid should be submitted in a sealed envelope marked as "Pre-Qualification Bid".
- 12.3 The Technical Bid should be submitted in a sealed envelope marked as "Technical Bid".
- 12.4 The "Commercial Bid" is NOT to be submitted in hard copy.
- 12.5 The three sealed envelopes should then be submitted in one sealed envelope bearing the address information as outlined in paragraph (10.9) and should reach the addressee before the bid closing date.

13 DOCUMENTS TO BE SUBMITTED WITH THE BID

TECHNICAL BID

The Technical Bid Envelope should contain two envelopes, one containing the Evaluation Documents and the other containing Non-evaluation Documents. The envelopes should be clearly labeled with the same. One enclosure will contain past experience in the field as specified below at Column I under clause 13.1 of this RFP. The other enclosure should contain the concept. This enclosure should contain the details specified at Column II under Clause 13.1 of this RFP. Each envelope should be clearly labeled .

13.1 Evaluation Documents:

I

- 13.1.1 Details of involvement and experience with mega Games or similar events and coordinating large contingents of **school children** for Ceremonies. (Notarized copies) as detailed at Para 3 of the RFP. In case of experience on Turnkey basis is available, the details with a certificate from the user/purchaser must be enclosed.
- 13.1.2 Details of creative and innovative ideas executed in the past mega Games or similar events.

II

- 13.1.3 Details of creativeness and innovations of proposed theme and concept (based on Concept note provided by OC-SAG at **Annexure-H**) for the Opening and Closing Ceremonies of the 12th South Asian Games.
- 13.1.4 Details of proposed Core Project Personnel to work for these events and their roles, designations and previous relevant experience.
- 13.1.5 Clearly articulate the lists of support and services intended to be provided by the applicant.
- 13.1.6 Propose a management model to deliver the Scope of Work Methodology and timeline of clearly spelt out deliverables

Non-Evaluation Documents:

- 13.1.7 Audited financial statements of last 5 years as proof of eligibility criteria mentioned in 3.1.4.
- 13.1.8 Proof of fully functional office in India for at least 3 years and a declaration that after the award of the contract Bidder will have fully functional branch office in Assam within a specified time for the purpose of the contract. .

13.1.9 Full address and proof of the registered office of the Bidder.

- 13.1.10 Sales Tax/VAT/Service Tax Clearance Certificate either from State or from Central Government (where ever applicable) having Tax paid up to June 2015 and proof of Tax paid thereafter.

13.1.11 If Sales Tax/VAT Clearance Certificate is not possible to submit along with tender, proof of application made for getting Sales/VAT Clearance Certificate having acknowledged by the Sales Tax Department should be submitted along with tender form and Sales Tax/VAT Clearance Certificate should be submitted before opening of Commercial Bid. Failure to do so will be liable for the tender to be rejected.

Kindly refer to Paragraph 15.1.1 for technical bid evaluation.

13.2 COMMERCIAL BID

1. The Bidder is required to submit the Commercial Bid incorporating the following two heads:

I. Ceremonies Management Fee

a) Ceremonies Management Fees in Rupees (lump sum amount) to cover all administrative expenses for providing expertise and support in the event management of the Opening Ceremony and Closing ceremony.

b) The cost indicated by the applicant should be inclusive of all taxes. The applicant, however, may indicate the tax element in a separate column for clarity

c) Bidder must give a detailed breakup of the expenditure heads with respect to the quote. This Ceremonies Management Fees will cover the following components:

- Creative Concept Fee
- Travel and accommodation
- Technical equipment /support for office setup throughout the tenure of the agreement.
- Food and beverages for production crew, artists and performers during rehearsals and Ceremonies
- Communication Equipment
- And any additional expenditure heads as part of the Ceremonies Management Fees.

d) Please note that the above mentioned list is only indicative and not exhaustive. The Event Management Firm is free to add any components added under the Ceremonies Management Fees head and the same will be borne by the Event Management Firm.

II. Production Cost

Production Cost for material, equipment and accessories; hiring charges for material and equipment, including light and sound; charges for engaging professionals, artists, human resource; procurement of material and equipment; transportation /conveyance charges for the events; dress, dress designing, costumes, make up; laser and other special lighting effects, fireworks; screens for display, projectors; stage set-up, trussing structure, décor; gen sets ; cranes; video and cabling; composition, theme song, recording and lyrics of Music; interactive kits; podium; design and production of torch, convoy, MC and all associated levies /charges, which will have to be incurred for the events required for Opening Ceremony & Closing Ceremony.

With regard to the Opening Ceremony and Closing Ceremony, the ratio of total expenditure will be 70:30.

13.2.5 The elements mentioned in the following events are essential.

(i) **“The Opening and Closing Ceremonies”**

The Opening Ceremony and Closing Ceremony will have to be Conceptualized, Planned, Designed, Organized, Produced, Coordinated, Directed, Managed, Executed and Delivered for a period of 3 hours (180 minutes) in which core cultural programme would be of 90 minutes befitting to the cultural/social background of the organizing states (Assam, Meghalaya and other North East States) as well as the participating nations.

The core elements are as under:

- i. Stage Set-up
- ii. Trussing structure, scarf folding
- iii. Gensets
- iv. Cranes
- v. Lights (moving lights, conventional lights, moving head, sky trackers, color changers, etc.)
- vi. Video
- vii. Water curtain
- viii. Cabling
- ix. Local communication and transportation.
- x. Music
 - a. Composition
 - b. Recording
 - c. Lyrics
 - d. Theme Song
- xi. Décor
 - a. Stage(if required as per the creative theme)
 - b. Stadium(if required as per the creative theme)
- xii. Fireworks
- xiii. Sound (360 degree line array system, with latest technology system complete with all aspects).
- xiv. AV Equipment
- xv. Interactive Kits
- xvi. Special lighting effects
 - a. Laser
 - b. Mapping
 - c. Water Screen
 - d. projectors
- xvii. Artiste
- xviii. Choreographer
- xix. Costumes
- xx. Rehearsals
- xxi. Podium
- xxii. Acoustics

Notes**

- The aforesaid list is indicative & not exhaustive in nature. The Bidder is free to add any other necessary arrangements that may be required for production and implementation of the Ceremonies.
- 13.2.6 The total all inclusive consideration towards Ceremonies Management Fees and Cost of Production including all directly or indirectly related to the Opening and Closing Ceremonies events (including the items mentioned in the below table) shall not exceed the estimated value of RFP **i.e., INR. 10,00,00,000/- (Rupees Ten Crore)**
- 13.2.7 The Bidder will have to indicate costs of each element mentioned in paragraph 13.2.5 (i)
- 13.2.8 The Commercial Bid should be submitted in the following format:

Sr. No.	Event	Cost in Rupees	Taxes (if any)	Grand Total
1	Opening Ceremony	xx	Xx	Xx
2	Closing Ceremony	xx	Xx	Xx

Along with this format, a detailed costing of each event is also required inclusive but not limiting to the elements mentioned in paragraph 13.2.5.

- 13.2.9 Procurement, purchase and hiring of resources by the bidder will be according to the technical specifications as required by the bidder to execute the event finalized by the Creative Consultant, Creative Core Group and OC-SAG and subject to approval by OC-SAG in terms of quality and price/charges/cost in writing.

Kindly refer to paragraph 15.2 for evaluation of commercial bid.

14. CONTRACT MANAGEMENT

- a. Within 3 weeks of award of contract, key members of the Event Management Firm's team will work with OC-SAG and Venue Manager for the Indira Gandhi Athletics Stadium, Sarusajai Sports Complex to ensure that the venue requirements and complex requirement do not overlaps in planning and conversion to the field of play after the Opening Ceremony, are managed together as one integrated program.
- b. All recommendations such as creative concept approval, production planning and star talent will require approval by the Executive Committee and/or Empowered Steering Committee and/or the Creative Consultant & Creative Core Group of OC-SAG.
- c. During the contract period, the bidder shall serve OC-SAG on the terms of this Agreement with all due and proper diligence (acting dutifully and in good faith) observe all reasonable instructions given by OC-SAG as to its activities under this Agreement, act in the Principal's interests and use its best endeavors to enhance the creative value of the opening & closing ceremonies etc. and other connected protocols.
- d. If the successful bidder requires help in obtaining school children for any of the, Events of Ceremonies or any kind of licenses/NOC, OC-SAG may help in acquiring these if communicated well in time.

15. EVALUATION OF BIDS

15.1.1 The Bids will be evaluated on the basis of total score of Technical and Commercial Bids. The Technical Bid will carry total of 70 marks in evaluation and the Commercial Bid will be finalized on the basis of lowest.

A detailed analysis of the Technical Bid will be subsequently carried out by OC-SAG. A panel of expert will decide on this aspect.

PHASE I: TECHNICAL BID

STEP I

In this part, the technical bid will be analyzed and evaluated based on specific experience of the bidder, competence of key personnel, adequacy of the proposed approach, methodology and understanding of the requirements of OC-SAG.

Sr. No	Bid Component	Sub Score in Points	Weightage in Technical Score	Minimum Qualification score
1	Past Experience			
A	Details of involvement and experience with mega events	If Project cost of 5 - 10Cr = 2 If Project cost of 10 - 15Cr = 4 If Project cost of more than 15Cr = 6	15	9
B	Experience in handling mega events on turnkey basis	If having experience of minimum one turnkey event = 2 If no experience on turnkey basis = 0		
C	Coordinating large contingents of school children	If having experience = 2 If not having experience = 0		

D	Details of creative and innovative ideas executed in the past of mega games or similar events	If executed 1 event = 3 If executed 2 events = 4 If executed 3 or more events = 5		
2	Quality and Expertise of Project Team Proposed to be employed			
A	Years of experience of Creative Head	Minimum 3-5 years = 3 5-10years = 4 More than 10 years = 5	10	6
B	Role of Personnel in sports related events	Minimum 2 sport related events = 3 3-5 sport related events = 4 5 or more sport related events = 5		
TOTAL			25	15

- i. Technical bid and envelope containing bid processing fee and EMD draft will be opened as per the schedule stipulated by OC-SAG.

Step II: Evaluation of Creativity and Innovativeness:

The bidder will be required to make a presentation on the details of the proposed theme (**depending upon the concept note – ANNEXURE – H**) along with a brief overview of cultural items of 90 minutes duration, a proposed management model, and quality of elements.

Sr. No	Bid Component	Sub Score	Weightage in Technical Score	Minimum Qualification score
1	Creative theme	10	45	27
2	Innovation	7		
3	Proposed management model to deliver scope of work	7		
4	Quality of artists, performers, MC, choreographer, etc.,	12		
	Quality of décor, fireworks, lighting, sound, staging, acoustics, etc.,	9		

Note

Panel of experts shall decide on this aspect

The Bidder will also be expected to give detailed technical specifications of the elements mentioned in 13.2.5 (1) (i-xxii) in the following format:

Sr. No.	Elements	Technical Specifications
A	Stage Setup	
B	Music i) Composition ii) Recording iii) Lyrics iv) Theme Songs	
C	Décor i) Stage ii) Stadium (if required as per the creative theme)	
D	Fireworks	
E	Sound	
F	AV Equipment	
G	Interactive Kits	
H	Special Lighting effects (as required) i) Laser ii) Xenon Projection iii) Water Screen	
I	Artists/Performers	
J	Choreographer	
k	Costumes i) Designing ii) Material iii) Stitching	
L	Podium	
M	Torch i) Design ii) Production	
N	Acoustics	
O	Master of Ceremony	
P	Convoy (including open vehicle) for Torch Relay	
Q	** Any Other necessary arrangements that may be required for the production of the ceremonies as per creative theme.	

**** The aforesaid list is indicative & not exhaustive in pre nature.**

15.1.2 Analysis of Technical bid:

In this part, the technical and creative phases of the bid will be analyzed and evaluated. The technical bid marks (St_m) shall be assigned to each bid on the total of the marks received in under Technical bid components on the basis of evaluation matrix described above.

Bid Component	Weightage In Technical Score	Minimum Qualification Score
Step I: Past Experience of events and Quality of support personnel	25	15
Step II: Evaluation of Creativity and Innovativeness	45	27
Total	70	42

15.1.3 Each competency group will have Minimum Qualification Score as mentioned above. Bids receiving marks greater than or equal to the Minimum Qualification Score in the Technical Bid will be eligible for the opening of the Commercial Bid. If required, OC-SAG may seek specific clarifications from any or all bidder(s) at this stage. OC-SAG shall determine the bidder(s) that qualify for the next phase after reviewing the clarifications provided by the bidder(s).

15.1.4 The bids of bidders who have cleared the Minimum Qualification Score shall be ranked on the basis of the Technical cum Creative bid marks (St_m) and declared "Technically Qualified Bids". The Technical Bid Score " St " of the bidder shall be derived as under:

$$St = (St_m/SH),$$

Where;

St is the Technical Bid score

St_m =Total Technical Bid marks of the bid under consideration

SH =Highest total technical bid marks amongst all evaluated bid

15.2 PHASE II: COMMERCIAL BID

Applicants must quote their commercial offers as per the following two heads:

- a) Ceremonies Management Fees in Rupees (lump sum amount) to cover all administrative expenses for providing expertise and support in the management of the Opening and Closing ceremonies.

The Bidder must give a detailed breakup of the expenditure heads with respect to

the quote. This Ceremonies Management Fees will cover the following components:

- Creative Concept Fee.
- Travel and accommodation.
- Technical equipment for office setup and internal coordination.
- Food and beverages for production crew, artists and performers during rehearsals and Ceremonies.
- Communication Equipment.
- And any additional expenditure heads as part of the Ceremonies Management Fees.

Please note that the above mentioned list is only indicative and not exhaustive. The Event Management Firm is free to add any components for the execution of the Ceremonies. The new addition will be borne by the Event Management Firm.

- b) Production Cost for material, equipment and accessories; hiring charges for material and equipment, including light and sound; charges for engaging professionals, artists, human resource; procurement of material and equipment; transportation /conveyance charges for the events; dress, dress designing, costumes, makeup; laser and other special lighting effects, fireworks; screens for display, projectors; stage set-up, trussing structure, décor; gen sets ; cranes; video and cabling; composition, recording and lyrics of Music, Theme Song ; interactive kits; podium; design and production of torch and all associated levies /charges, which will have to be incurred for the events required for Opening Ceremony & Closing Ceremony.

In this phase, the Commercial Bids of the bidder, who are technically qualified in Phase I, shall be opened in the presence of at least one authorized representative each from the respective bidders. The name of the bidder and the quoted fees shall be read aloud and recorded.

The commercial bids of those whose technical bids qualify are opened and would be evaluated as per the following for both 15.2(a) and 15.2 (b):

$S_f = (FL/F)$,

Where;

S_f is the financial score

FL is the value of the lowest commercial bid

F is the price quoted in the bid under consideration

The average of (a) and (b) will be taken for consideration of financial score (S_f).

15.2.1 All such technically qualified bids shall be evaluated.

15.3 PHASE III: Combined Evaluation of Technical and Commercial Bids

The total score of the bidder will be determined as under.

$$\text{Total Score (Ts)} = (70 \times \text{St}) + (30 \times \text{Sf})$$

The Bid of the bidder, who obtains the highest Ts value, will be rated as the **Best Bid** and will be awarded the contract. In the event of a tie, the bid with the highest technical score (St) will be rated as the best bid. Beyond that, OC-SAG will decide the matter in its full discretion.

16. DECLARATION OF SUCCESSFUL BIDDER

The Bid of the bidder, who has been declared "Best Bid (T1)" will be awarded the work if the Commercial Bid of the bidder is found to be in place as per the RFP requirement and overall Bid of the bidder is determined to be qualified to perform the work satisfactorily.

17. RIGHT TO VARY SCOPE OF WORK

OC-SAG may at any time at the time of RFP process or even after award of the contract, by a written order given to the bidder, make changes within the general scope of the Work. The Bid shall accordingly be amended.

18. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

OC-SAG reserves the right to accept and/or reject any bid, and to annul the Tender process and reject any or all bids at any time prior to the award of work, without there by incurring any liability to the affected bidder or any obligation to inform the affected bidder or bidders of the grounds for OC-SAG's action.

19. NOTIFICATION OF AWARD

- a. Prior to the expiration of the period of bid validity, OC-SAG will notify the successful bidder in writing by registered letter or by fax or Email that its bid has been accepted.
- b. Upon the successful Bidder's furnishing of performance security (10% of the contractual amount in the shape of Bank Guarantee (irrevocable) from any Nationalized Bank valid for 180 days from the Closing Ceremony), OC-SAG will promptly notify the name of the winning Bidder to each unsuccessful Bidder and will discharge their Bid Security.
- c. If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to OC-SAG. OC-SAG will promptly respond in writing to the unsuccessful Bidder.

20. SIGNING OF CONTRACT

- a. At the time OC-SAG notifies the successful bidder that its bid has been accepted by OC-SAG will send the Work Order, incorporating all requirements of OC-SAG. Within Seven working days of receipt of the Work Order, the successful bidder shall sign and date the Work Order or the subsequent amended work order, and return the copy to OC-SAG.
- b. At the same time as OC-SAG notifies the successful Bidder that its bids has been accepted, it will send the Bidder the duly filled in Form of Contract specified in Annexure (D) incorporating all Annexures and other attachments,

21. FAILURE TO AGREE WITH THE TERMS AND CONDITIONS OF THE RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event OC-SAG may award the contract to the next best value bidder as in this RFP or call for new proposals or invoke the PBG.

22. Revelation of Commercials

Commercials in any form or by any reason before opening the Bid should not be revealed, failing which the offer shall be liable to be rejected

23. PERFORMANCE SECURITY

- a. To ensure due performance of the Contract, Performance Security is to be obtained from the bidder, which has been selected. Performance Security is required to be in accordance with Annexure E.
- b. Bidder, to which letter of Intent/Acceptance is issued, shall have to furnish an irrevocable "**Performance Security**" of 10% of the accepted value of the contract in the form of Bank Guarantee (irrevocable) from any Nationalized Bank in an acceptable form to be submitted within 15 days of the receipt of the **Letter of Acceptance**.
- c. The irrevocable Performance Security should be furnished in the form of a Bank Guarantee from a Nationalized Bank in an acceptable form within 15 days of issue of "**Letter of Acceptance**" failing which the penalty of INR.10,000/- per day will be charged from the applicant safeguarding the interest of OC-SAG in all respect. The validity of the "Performance Security" would be valid up to the period of 180 days post- closing ceremony date or 30 days after submission of all documentation and reports (whichever applies first) and may be extended by a further period, as deemed appropriate by OC-SAG.
- d. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Security shall be borne by the Bidder. No interest will be payable on the Performance Security by OC- SAG.

- e. Failure to comply with the requirements of Scope of Work specified in this RFP, as per the judgment of OC-SAG, shall constitute sufficient grounds for the forfeiture of the Performance Security.
- f. The "Performance Security" shall be released after completion of the contract in all respects and provided further that there is no breach of the contract on the part of the bidder..
- g. No interest or cost will be paid on the Performance Security by OC-SAG.

24. AWARD OF CONTRACT

a. **Award Criteria**

OC-SAG will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

b. **OC-SAG's Right to vary Quantities at Time of Award**

OC-SAG reserves the right at the time of contract award to increase or decrease by up to 15% of the quantity of goods and services originally specified in the scope of work without any change in unit price or other terms and conditions

25. TERMS OF PAYMENT

The payment will be paid in the following manner:

- 25.1 The Ceremony Management Fees and Cost of Production will be paid as per the following:

The payment of installments mentioned in clause 25.1.1 to 25.1.6 will be made on production of a certificate from OC-SAG designated officer , creative consultant and Creative Core Group that earlier installment paid have been utilized to his/her satisfaction and the deliverables specified in the contract have been met with.

- 25.1.1 **Phase I -20%:**Payment will be made within 10 days after signing of the contract Opening Ceremony & Closing Ceremony, on condition that a Bank irrevocable Guarantee drawn on any of the Nationalized or Scheduled or Commercial Bank in an acceptable form of the same value is to be submitted apart from the performance security**

- 25.1.2 **Phase II -10%:** Payment will be made within 7 days after -----receiving invoices on submission of final draft concept of Opening Ceremony. **

25.1.3 **Phase III - 10%:** Payment will be made within 7 days after receiving of invoices on submission of final draft of closing ceremony. **

25.1.4 **Phase IV -25%:** Payment will be made within 10 days after receiving of invoices of completion of Opening Ceremony. **

25.1.5 **Phase V-25%:** Payment will be made within 10 days after receiving of invoices of completion of Closing Ceremony. **

25.1.6 **Phase VI - 10%:** Payment will be made after final submission of all documentation and reports of all Opening and Closing Ceremonies. **

**Subject to completion of task within timelines given by OC-SAG and on approval of Creative Consultant & Creative Core Group.

The above are subject to change as per the decisions of Creative Consultant, Creative Core Group and OC-SAG, but in no eventuality, the successful bidder will be entitled to mobilization or other advances.

26. TERMS AND CONDITIONS

- a. All the information/details to be supported by authentic documents duly certified by the authorized signatory.
- b. OC-SAG reserves the right to counter offers the selected bidders to bring at par with the lowest rates quoted in the commercial bid by the selected bidder.
- c. OC-SAG reserves the right to re-call or cancel the process of appointment of bidder under this advertisement/ RFP at any time and to invite fresh bids in respect of the mandate herein proposed; OC-SAG reserves the right to extend the time for submission of bids at its sole discretion at any time prior to the Due Date;
- d. Save as expressly authorized by OC-SAG in writing the service provider shall not without OC-SAG's prior express approval incur any liabilities on behalf of OC-SAG nor pledge the credit of OC-SAG nor make any representations nor give any warranty on behalf of OC-SAG
- e. The mere submission of bids in response to this RFP by a bidder, or the rejection thereof by OC-SAG in its absolute discretion, shall not itself constitute any relationship, legal or otherwise between OC-SAG and the bidder or give or be deemed to give rise to any cause or grievance to the bidder against OC-SAG and further shall not for any reason and in any manner confer on the bidder any right or entitlement to raise any disputes regarding any term or condition contained herein nor in respect of any act or omission or decision taken by OC-SAG;
- f. In the event of any misstatement or misrepresentation being discovered or detected in the information furnished/ documents submitted by the bidder in

response to this advertisement/RFP or at any later stage or in the event any contravention by the bidder of the conditions and criteria stipulated by OC-SAG, the appointment/ engagement of the bidder shall stand terminated /cancelled and no further fee shall be payable or be paid by OS-SAG to the bidder and the Earnest Money Deposit/performance guarantee, as applicable , submitted by the bidder shall be forfeited forthwith by OC-SAG , without any further notice.

- g. The bidder must strictly comply with all terms and conditions herein.
- h. OC-SAG reserves the right to call upon any or all bidders to satisfy OC-SAG regarding the correctness and genuineness of any Document submitted or information furnished by the bidder or may call for any additional Documents/ information from the bidders to verify the information provided by the bidder or may further seek any clarification or elaboration from the bidder at any time prior to the finalizing the Bid; however, this shall not be construed to confer any kind of right or entitlement to the bidder to submit any additional Document/ Information after the submission of its Bid. Further, OC-SAG may call upon any or all the Applicant bidder/s to make a presentation to OC-SAG in respect of its capabilities represented by the bidder at any time prior to the finalization of the Bid; any bidder who refuses to or otherwise neglects to make such presentation to OC-SAG shall not be considered for any further evaluation and shall stand disqualified.
- i. OC-SAG is not bound to accept the lowest Commercial Bid as the technical competence , legal standing of the Bidder and the quality of services anticipated to be provided by the Bidder (to be determined primarily on the basis of the documents/information provided by the bidder or presentation made by the bidder) shall be material criteria for awarding the Bid..
- j. Any and all information contained in the Bid document has been furnished by OC-SAG in good faith and with the sole objective to assist the bidder to assess and respond to the RFP invited by the Bid Document. The Bid Document does not constitute an offer or solicitation; while reasonable effort has been made to provide such information which is necessary for the bidder to evaluate the essential scope of the engagement and opportunity under the Bid Document, however, the information contained in the Bid Document is only indicative and is not intended to exhaustively cover every element of the proposed opportunity. OC-SAG does not warrant the accuracy or completeness of the information contained in the Bid document.
- k. The bidder shall maintain and provide at its own expense and to the reasonable satisfaction of OC-SAG such offices and other premises administration facilities and marketing organization as may be necessary for the efficient and effective performance of its obligations under this Agreement.
- l. While due care has been taken by OC-SAG to provide information as is reasonably necessary for the bidder to evaluate the opportunity contained in the Bid Document, OC-SAG shall not be responsible or in any way be held liable for any inaccuracy or errors or omission or fact contained herein, nor for

the consequences of any reliance by the bidder upon any information or representation contained herein in the event of any loss and/or damage suffered by the bidder on account of such reliance upon information or representation contained in the Bid Document. This Bid Document is OC-SAG privileged and is given for the benefit of OC-SAG solely in relation to the above invitation for RFP. It is not to be transmitted to any other person nor is it to be relied upon by any other person or for any other purpose or quoted or referred to.

- m. The selected bidder shall undertake not to divulge any information, document, etc., of OC-SAG to any third party, except when permitted in writing by OC-SAG/designated authority. The empanelled bidder for itself and for every employee / professional engaged by the bidder for the work of OC-SAG, shall undertake to maintain the highest degree of confidentiality and secrecy with regard to all matters of OC-SAG.
- n. Bidder should declare in writing that after having awarded the contract, it will open its office in Assam within a specified date for the purpose of the contract.

27. **Confidentiality of Information:**

- a) The bidder is not authorized to waive or release any privilege or other protection of information, confidential, secret, or otherwise, obtained from or on behalf OC-SAG. The bidder is to keep all confidential, privileged, or secret information confidential. This requirement is perpetual, i.e., it will continue even after the termination of the relationship and this Agreement. This requirement is also intended to prohibit the bidder from using information obtained from or on behalf of OC-SAG or its successors or assignees, including work product prepared at OC-SAG's expense, for other clients of the- bidder without OC-SAG's advance written approval. The bidder is not authorized to identify OC-SAG, as a client, e.g., for purposes of marketing or for advertising, without OC-SAG's prior written approval. Upon termination of the representation, the bidder agrees to return promptly all information obtained from or on behalf of OC-SAG to OC-SAG. The bidder is not authorized to communicate with the public, including the press, about OC-SAG or this matter without the advance approval of OC-SAG.
- b) The bidder shall keep strictly confidential, not disclose to any third party and use only for the purposes of this Agreement all information relating to the opening and closing ceremonies (whether technical or commercial) and to the affairs and business of OC-SAG, whether such information is disclosed to the bidder by OC-SAG or otherwise obtained by the bidder as a result of its association with OC-SAG. The bidder also agrees to take all reasonable precautions, including the establishment of appropriate procedures, to safeguard in strictest confidence the Information, including limiting disclosure of the Information to those advisors and employees who are actively and directly participating in the evaluation of a Transaction. Any document or information provided to the bidder is presumed to be confidential and subject to the terms of the Agreement.

- a. **Conflict of interest:** The bidder shall not have financial interest in any vendor which is in conflict with the interest of OC-SAG, directly or indirectly. In case there is any other conflict of interest then the bidder has to withdraw from the matter assigned with prior approval of OC-SAG,
- b. **Governing law, modification of this Agreement, entire agreement:**
This RFP is to be interpreted in accordance with the laws of India and with the ethical requirements of that jurisdiction. Only Courts of Assam and Meghalaya shall have exclusive jurisdiction in case any dispute arise between the OC-SAG and the Bidder with regard to this RFP. The relations between the parties shall be governed by the applicable laws of India.
- c. **No Rights Granted:** The parties recognize and agree that nothing in this Agreement will be construed as granting any property rights, by license or otherwise, to any Confidential Information of OC-SAG, or to any invention or any patent, copyright, trademark or other intellectual property right that has issued or that may issue based on such Confidential Information. Other than as expressly permitted by a separate written agreement between the parties, neither party will make, have made, use, distribute or disseminate for any purpose any product or other item using, incorporating or derived from any Confidential Information of OC-SAG.
- d. **LOCAL CONDITIONS**
- It will be incumbent upon each Bidder to fully acquaint himself with the local conditions and factors, which would have any effect on the performance of the contract and/or the cost.
 - It will be imperative for each Bidder to fully inform himself/herself of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents. OC-SAG shall not entertain any request for clarification from the Bidder regarding such legal conditions.
 - It is the responsibility of the Bidder that all factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by OC -SAG and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by OC-SAG on account of failure of the Bidder to apprise themselves of local laws/conditions

28. Cancellation of Games

28.1 If the Games are not held for any reason:

- a) This Agreement will terminate with effect from the date on which OC-SAG officially announces that the Games will not be held or will not continue.
- b) Each party will be relieved of its obligations under the Agreement; and
- c) Save as expressly stated in this Agreement, OC-SAG will not be liable in any way to the Event Management Firm by reason of the termination or cancellation.

28.2 From the effective date of termination of this Agreement under clause 26.1, the Event Management Firm shall, unless OC-SAG requires otherwise.

28.3 The Following facilities will be extended to the service provider:

- a) The Event Management Firm can use the Phrase 'Event Management Firm of OC-SAG' in their stationery.
- b) Permission to the Event Management Firm to use the photographs of the work done for the Ceremonies only after the games.
- c) Performance Certificate will be issued to the Event Management Firm in case of satisfactory completion of works as per the contract has been executed by the firm concerned.
- d) The OC-SAG Logo would however not be used.

29. GENERAL CONDITIONS OF CONTRACT (GC)

A. General Provisions

1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- 1.1 "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
- 1.2 "Bid" means a Bid submitted in response to this RFP;
- 1.3 "Bidder" means any private or public entity that will provide the Services to the "OC-SAG" under the Contract.

- 1.4 'Business day' means any day on which OC-SAG is open for business in Guwahati, not being a Saturday or Sunday.
- 1.5 "Contract" means the Contract/Agreement including this agreement and all the schedule, annexures and attachments to it and any amendment made to it accordance with the terms of the Agreement.
- 1.6 "Confidential Information" means any information contained in this RFP
- 1.7 "Day" means calendar day.
- 1.8 "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 11.
- 1.9 "Foreign Currency" means any currency other than the currency of the "OC-SAG" country.
- 1.10 "GC" mean these General Conditions of Contract.
- 1.11 "Government" means the Government of India.
- 1.12 "Local Currency" means Indian Rupees.
- 1.13 "Member" means any of the entities that make up the joint venture/consortium/ Association; and "Members" means all these entities.
- 1.14 "Party" means "OC-SAG" or the bidder, as the case may be, and "Parties" means both of them.
- 1.15 "Services" means the work to be performed by the bidder pursuant to this Contract outlined in the scope of work.
- 1.16 "Third Party" means any person or entity other than the "OC-SAG", or the bidder.
- 1.17 "In writing" means communicated in written form with proof of receipt.
- 1.18 "OC-SAG" means the Organizing Committee- 12th South Asian Games
- 1.19 "Applicant or bidder" means a party that submits, or intends to submit, a Bid;
- 1.20 "Scope of Work" means the scope of work required to be carried out by the successful Applicant.
- 1.21 "Event Manager/Producer" means the successful applicant to this RFP who is awarded the work order;
- 1.22 "Work Order" means the written order resulting from this RFP issued by OC-SAG;
- 1.23 "Must" or "mandatory" or "should" means a requirement that must be met in order for the Bid to receive consideration;
- 1.24 "RFP" means this Request for Proposal; and
- 1.25 "Desirable" means a requirement having a significant degree of importance to the objective of the RFP.

1.26 "Ceremonies Team" means the key personnel's required by the Applicant to deliver the Services

1.27 "Services" means the provision of services outlined in the scope of work.

Application: These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them. For interpretation of any clause in the RFP or Contract Agreement, the interpretation of OC-SAG shall be final and binding on the bidders.

2. **Relationship between the parties**

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "OC-SAG and the bidder. The bidder, subject to this Contract, has complete charge of Personnel, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. **Headings**

The headings shall not limit, alter or affect the meaning of this Contract.

4. **Notices**

4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an Authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified.

4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified.

5. **Location**

The Services shall be performed at such locations as are specified by OC-SAG, and where the location of a particular task is not so specified, at such locations, as the "OC-SAG" may approve.

6. **Authorized representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by "OC-SAG" or the bidder may be taken or executed by the officials specified.

7. **Taxes and duties**

The bidder and its Personnel shall be liable to pay such direct and indirect taxes, duties, fees, cess, surcharge, levies and other impositions levied under the applicable laws of India at present or in future as may be applicable.

8. N.A

9. **Fraud and corruption**

9.1 **Definitions:** It is OC-SAG's policy to require that OC-SAG as well as the bidders and

all its members observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, OC-SAG, defines, for the purpose of this provision, the terms set forth below as follows:

- 9.1.1 "Corrupt practice" means the offering, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a OC-SAG, official in the selection process or in contract execution;
- 9.1.2 "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- 9.1.3 "Collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of OC-SAG, designed to establish prices at artificial, non-competitive levels;
- 9.1.4 "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- 9.1.5 "Unfair Trade Practices" means supply of services different from what is ordered on, or change in the Scope of Work which was given by OC-SAG.

10. Measures to be taken by the Organizing Committee -12th South Asian Games

- 10.1 The OC-SAG may terminate the contract if it determines at any time that representatives of the bidders were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract.
- 10.2 OC-SAG may also sanction against the bidder, including declaring the bidder ineligible, to be awarded a contract if it at any time determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a OC-SAG - financed contract.

B. Commencement, Completion, Modification and termination of Contract

11. Effectiveness of contract

This Contract shall come into force and effect on the date (the "Effective Date") of "OC-SAG's" notice to the bidder instructing the bidder to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions.

12. Commencement of services

The bidder shall begin carrying out the Services not later than the number of days after the Effective Date.

13. Expiration of contract

Unless terminated earlier pursuant to Clause GC 18 hereof, this Contract shall expire at the end of such time period after the Effective Date.

14. Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

15. Modification or Variations

15.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, procurement, hiring/purchase and quality of technical equipment and resources may only be made by written communication by OC-SAG. Pursuant to Clause GC 43 here of, however, each Party shall give due consideration to any Bids for modification or variation made by the other Party.

15.2 In cases of substantial modifications or variations, the prior written consent of the OC-SAG is required.

16. Force Majeure

16.1 Definition

16.1.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of OC-SAG, is not foreseeable, is unavoidable and not brought about by or at the instance of OC-SAG claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes OC-SAG's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, quarantine or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of OC-SAG invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

16.1.2 Force Majeure shall not include: (i) any event which is caused by the negligence or intentional action of the Event Management Firm or Event Management Firm's agents or employees, nor (ii) any event which a diligent Event Management Firm could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

16.1.3 Subject to Clause 16.1.2 Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

16.2 Measures to be taken

- 16.2.1 Event Management Firm affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 16.2.2 OC-SAG affected by an event of Force Majeure shall notify the Event Management Firm of such event as soon as possible, and in any case not later than three (3) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 16.2.3 Any period within which an Event Management Firm shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Event Management Firm was unable to perform such action as a result of Force Majeure.
- 16.2.4 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Event Management Firm, upon instructions by "OC-SAG," shall either: demobilize; or continue with the Services to the extent possible, in which case the Event Management Firm shall continue to be paid proportionately and on pro rata basis, under the terms of the Contract
- 16.2.5 In the case of dispute in agreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 42 & 43.

17. Suspensions

The "OC-SAG" may, by written notice of suspension to the bidder, suspend all payments to the bidder hereunder if the bidder fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the bidder to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the bidder of such notice of suspension.

18. Terminations

18.1 By the "OC-SAG"

- 18.1.1 The "OC-SAG, 2016" may terminate this Contract in case of the occurrence of any of the events specified below of this Clause GC 18.1.
- 18.1.2 If the bidder fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 17 hereinabove, within five (5) days of receipt of such notice of suspension or within such further period as the "OC-SAG" may have subsequently approved in writing.
- 18.1.3 If the bidder becomes (or, if the bidder consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.

- 18.1.4 If the bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 43 & 44 hereof.
- 18.1.5 If the bidder, in the judgment of the "OC-SAG", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- 18.1.6 If the bidder submits to the "OC-SAG" a false statement which has a material effect on the rights, obligations or interests of the "OC-SAG".
- 18.1.7 If the bidder places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to OC-SAG.
- 18.1.8 If the bidder fails to provide the quality services as envisaged under this Contract, The Deputy Director (Ceremonies) or any other designated official of OC-SAG is Authorized to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The Deputy Director (Ceremonies) or any other designated official may decide to give one chance to the bidder to improve the quality of the services.
- 18.1.9 If "OC-SAG", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- 18.1.10 In such an occurrence "OC-SAG" shall give a not less than three (3) days "written notice of termination to the bidders", and five (5) days in case of the event referred to in 18.1.2 above.
- 18.1.11 If there is non-performance during the execution of any Project due to non-adherence of the timelines of the Project, performance is below expected level or quality of work is not satisfactory.
- 18.1.12 Notwithstanding anything herein, OC-SAG reserves the right to terminate this Contract by written notice to the bidder on any other reasonable grounds.

18.2 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 18 hereof, or upon expiration of this Contract pursuant to Clause GC 13 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 21 hereof, (iii) the bidder's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 23 hereof, and (iv) any right which a Party may have under the Law.

18.3 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 18.1 hereof, the bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the bidder and equipment and materials furnished by the "OC-SAG", the bidder shall proceed as provided, respectively, by Clauses GC 27 or GC 28 hereof.

18.4 Payment upon Termination

18.4.1 Upon termination of this Contract pursuant to Clauses GC 18.1 here of, the "OC-SAG" shall make the following payments to the bidder.

18.4.2 If the Contract is terminated pursuant to Clause 18.1.7, 18.1.8, remuneration pursuant to Clause GC 37 (i) hereof for Services satisfactorily performed prior to the effective date of termination;

18.4.3 If the agreement is terminated pursuant of Clause 18.1.1 to 18.1.6, the bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the "OC-SAG" may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to OC-SAG. Applicable Under such circumstances, upon termination, OC-SAG may also impose liquidated damages as per the provisions of GC 45 of this agreement. The bidder will be required to pay any such liquidated damages to client within 30 days of termination date. The claim of liquidated damages shall not prejudice other rights of OC-SAG, which it may have against the successful Agency.

18.5 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 18.1.1 through 18.1.7 of Clause GC 18.1 hereof has occurred, such Party may, within five (5) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 40 and 41 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

B. Obligations of the bidder

19. General

19.1 Standard of Performance

The bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the "OC-SAG", and shall at all times support and safeguard the "OC-SAG:s" legitimate interests in any dealings.

20. Conflict of interests

20.1 The bidder shall hold "OC-SAG's" interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the bidder shall promptly disclose the same to OC-SAG and seek its instructions.

20.1.1 Bidder not to benefit from commissions, discounts, etc.,

- (i) The payment of the bidder pursuant to Section (F) hereof shall constitute the bidder's only payment in connection with this Contract and, subject to Clause GC 20.1.2 hereof, the bidder shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the bidder shall use its best efforts to ensure that any Sub-Contractors, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

- (ii) Furthermore, if the bidder, as part of the Services, has the responsibility of advising the "OC-SAG" on the procurement of goods, works or services, the bidder shall comply with OC-SAG's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of "OC-SAG". Any discounts or commissions obtained by the bidder in the exercise of such procurement responsibility shall be for the account of "OC-SAG".

20.1.2 Bidder and affiliates not to engage in certain activities

The bidder agrees that, during the term of this Contract and after its termination, the bidder, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the bidder's services for the preparation or implementation of the project.

20.1.3 Prohibition of conflicting activities

The bidder shall not engage and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract

21. Confidentiality

Except with the prior written consent of the "OC-SAG", the bidder and its Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the bidder and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

22. Liability of the bidder

Subject to additional provisions, if any, the bidders' liability under this contract shall be provided by the Applicable Law

23. Accounting, Inspection and Auditing

The bidder (i) shall keep accurate and systematic accounts and records in

respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the "OC-SAG" or its designated representative and/or OC-SAG, and up to two years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the "OC-SAG".

24. Reporting obligations

The bidder shall submit to the "OC-SAG" the reports and documents specified during the signing of Job contract, in the form, in the numbers and within the time periods set forth thereof. Final reports shall be delivered in CD ROM in addition to the hard copies specified thereof.

25. Documents prepared by the bidder to be the property of the "OC-SAG"

All plans, drawings, specifications, designs, reports, other documents and software prepared by the bidder for the "OC-SAG" under this Contract shall become and remain the property of the "OC-SAG", and the bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "OC-SAG", together with a detailed inventory thereof. The bidder shall not use any such document or program anywhere, without taking permission, in writing, from OC-SAG, and OC-SAG reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the bidder and third parties for purposes of development of any such computer programs, the bidder shall obtain the "OC-SAG,s" prior written approval to such agreements, and the "OC-SAG" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned..

26. Equipment, Vehicles and Materials furnished by the "OC-SAG"

Equipment, vehicles and materials made available to the bidder by the "OC-SAG", or purchased by the bidder wholly or partly with funds provided by the "OC-SAG", shall be the property of the "OC-SAG" and shall be marked accordingly. Upon termination or expiration of this Contract, the bidder shall make available to the "OC-SAG" an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the "OC-SAG"s" instructions. While in possession of such equipment, vehicles and materials, the bidder, unless otherwise instructed by the "OC-SAG" in writing, shall insure them at the expense of the "OC-SAG" in an amount equal to their full replacement value.

26.1 Equipment and Materials provided by the bidders: Equipment or materials brought into the Government's country by the bidder and the Personnel and used either for the Project or personal use shall remain the property of the bidder or the Personnel concerned, as applicable

27. Insurance to be taken out by the bidder

The bidder (i) shall take out and maintain insurance, at their own cost but on terms and conditions approved by the "OC-SAG", insurance against the risks including monetary losses suffered by OC-SAG arising out of the professional advice rendered by the bidder, and for the coverage specified in the SC, and (ii) at the "OC-SAG"s" request, shall provide evidence to the "OC-SAG"s" showing that such insurance has been taken out and maintained and that the current premiums therefor have been paid.

C. Bidder's Personnel

28. General

The bidder shall employ and provide such qualified and experienced Personnel as are required to carry out the Services as per the mutually agreed norms.

29. Description of Personnel

29.1 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the bidder's Key Personnel are as per the bidder's Bid. If any of the Key Personnel has already been approved by the "OC-SAG", his/her name is listed as well.

29.2 If required to comply with the provisions of Clause GC 19.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth may be made by the bidder by written notice to the "OC-SAG", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 37 of this Contract. Any other such adjustments shall only be made with the "OC-SAG"s" written approval.

29.3 If additional work is required beyond the scope of the Services specified, the estimated periods of engagement of Key Personnel set forth may be increased by agreement in writing between the "OC-SAG" and the bidder. In case where payments under this Contract exceed the ceilings set forth in Clause GC 37 of this Contract, this will be explicitly mentioned in the agreement.

30. Approval of personnel

The Key Personnel listed by title as well as by names are required to be approved by the "OC-SAG". In respect of other Personnel which the bidder proposes to use in the carrying out of the Services, the bidder shall submit to the "OC-SAG" for review and approval a copy of their Curricula Vitae (CVs). If the "OC-SAG"

does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the "OC-SAG,".

31. Removal and/or replacement of personnel

- 31.1 Except as the "OC-SAG" may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the bidder, such as death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the bidder shall forthwith provide as a replacement a person of equivalent or better qualifications.
- 31.2 If the "OC-SAG" (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the bidder shall, at the "OC-SAG, 2016's" written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the "OC-SAG".
- 31.3 Any of the Personnel provided as a replacement under Clauses 31.1 and 31.2 above, shall be subject to the prior written approval by the "OC-SAG." Also the bidder shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement

32. Resident Project Manager

If required by OC-SAG, the bidder shall ensure that at all times during the bidder's performance of the Services a resident project manager, acceptable to the "OC-SAG", shall take charge of the performance of such Services.

D. Obligations of the "OC-SAG"

33. Assistance and exemptions

Unless otherwise specified in the GC, the "OC-SAG" shall use its best efforts to ensure that the Organizing Committee shall:

- 33.1 Provide the bidder and Personnel with work permits and such other documents as shall be necessary to enable the bidder or Personnel to perform the Services.
- 33.2 Support for the Foreign Personnel/Artist to be provided promptly for all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India.
- 33.3 Issue to officials, agents and representatives of the Organizing Committee all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

33.4 Provide to the bidder and Personnel any such other assistance.

34. NA

35. Payment

In consideration of the Services performed by the bidder under this Contract, the "OC-SAG" shall make to the bidder such payments and in such manner as is provided by GC (F) of this Contract.

E. Payment to the bidder

36. Currency of payment

All payments shall be made in Indian Rupees.

37. Term of payment

In consideration of the Services performed by the bidder under this Contract, the "OC-SAG" shall make to the bidder such payments and in such manner as is provided by GC (F) of this Contract.

F. Fairness and Good Faith

38. Good faith

The Parties under take to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

39. Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, but no interpretation of failure on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC (H) hereof.

G. Settlement of Disputes

40. Amicable Settlement

Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 72 hours after receipt. If that party fails to respond within 48 hours, or the dispute cannot be amicably settled within 48 hours following the response of that party, clause GC 41 shall become applicable.

41. Arbitration

- 41.1 In the case of dispute arising upon or in relation to or in connection with the contract between OC-SAG and the bidder, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by OC-SAG and the bidder, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Chairman of the Organizing Committee. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.
- 41.2 Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- 41.3 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by OC-SAG and the bidder. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

42. Intellectual Property Rights

42.1 Definition:

The term "Subject Ideas or Inventions" includes any and all ideas, processes, trademarks, service marks, inventions, designs, technologies, computer hardware or software, original works of authorship, formulas, discoveries, patents, copyrights, copyrightable work products, marketing and business ideas, and all improvements, know-how, data, rights and claims related to the foregoing that, whether or not patentable, which are conceived, developed or created and which:

- (i) relate to OC-SAG's current or contemplated business or activities;
- (ii) relate to OC-SAG's actual or demonstrably anticipated research or development;
- (iii) result from any concept or idea suggested to OC-SAG by bidder;
- (iv) involve the use of OC-SAG's equipment, supplies, facilities or trade secrets;
- (v) result from or are suggested by any work done by OC-SAG or at OC-SAG's request, or any projects specifically assigned to bidder; or
- (vi) result from OC-SAG's access to any of OC-SAG's memoranda, notes,

records, drawings, sketches, models, maps, customer lists, research results, data, formulae, specifications, inventions, processes, equipment or other materials (collectively, "OC-SAG Materials").

(a) OC-SAG Ownership. All right, title and interest in and to all Subject Ideas and Inventions, whether or not registered or registrable, patented or patentable shall be held and owned solely by OC-SAG. bidder shall mark all Subject Ideas and Inventions with OC-SAG's copyright or other proprietary notice as directed by OC-SAG and shall take all actions deemed necessary by OC-SAG, 2016 to protect OC-SAG's rights therein. In the event that bidder should otherwise, by operation of law, be deemed to retain any rights (whether moral rights or otherwise) to any Subject Ideas and Inventions, bidder hereby assigns and otherwise transfers and agrees to assign and otherwise transfer to OC-SAG, without further consideration, OC-SAG's entire right, title and interest in and to each and every such Subject Idea and Invention. OC-SAG, 2016 hereby waives any so-called "droit moral" rights, "moral rights of authors" and all other similar rights bidder may have in any Subject Ideas and Inventions, however denominated, throughout the world.

(b) No Use of Name bidder shall not at any time use OC-SAG, 2016's name or any OC-SAG trademark(s) or trade name(s) in any advertising or publicity without the prior written consent of OC-SAG.

43. Non-collusive bidding certification

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices of this **bid** have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this **bid** have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

[3] No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a **bid** for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE

FOREGOING, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

44. Liquidated Damages

The Event Management Firm hereby agrees that due to negligence of act of the Event Management Firm, if OC-SAG suffer losses, damages, quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and the Event Management Firm agrees to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

Liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered service for every week of delay or part of a week, subject to the maximum value of the liquidated damages being not more than 10% of the value of the contract.

The liquidated damages shall be applicable under following circumstances:

- (a) If the deliverables are not submitted as per schedule mentioned/prescribed/laid down, the Event Management Firm shall be liable to pay double the cost of the deliverables.
- (b) If the deliverables are not acceptable to OC-SAG, and defects are not rectified to the satisfaction of OC-SAG within 5 days of the receipt of the notice, the Event Management Firm shall be liable for Liquidated Damages for an amount equal to double the cost of the deliverables and is also not entitled to the Event Agency charges thereon.

45. Miscellaneous provisions

- 45.1 "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- 45.2 Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 45.3 The stadium surface must be protected and any damages rectified within 12 hours of the conclusion of the Opening Ceremony.
- 45.4 The bidder shall notify OC-SAG of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- 45.5 Each member/constituent of the bidder, in case of a registered consortium/association, shall be jointly and severally liable to and responsible for all obligations towards OC-SAG, 2016 for performance of works/services including that of its Associates under the Contract.
- 45.6 The bidder shall at all times indemnify and keep indemnified OC-SAG, against all claims/damages etc., for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

- 45.7 The bidder shall at all times indemnify and keep indemnified OC-SAG, against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the bidder's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the bidder.
- 45.8 The bidder shall at all times indemnify and keep indemnified OC-SAG, 2016 against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the bidder's, in respect of wages, salaries, remuneration, compensation or the like.
- 45.9 All claims regarding indemnity shall survive the termination or expiry of the Contract.
- 45.10 It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (bidder) for any engagement, service or employment in any capacity in any office or establishment of OC-SAG.

ANNEXURE- A

UNDERTAKING

To: The Organizing Committee – 12th South Asian Games

I/WE _____

Of (insert business address) _____

Hereby submit our Bid in response to the Request for Proposal (RFP) for management and delivery of the, Opening and Closing Ceremonies of the South Asian Games, -2016 and undertake to execute and complete the services as we will be reasonably required to perform in accordance with our Bid, the RFP requirements and final work order to be issued by OC-SAG.

This RFP shall remain valid to be accepted by OC-SAG and shall not be withdrawn for a period of 90 days from 1st February .2016.

I/We understand that OC-SAG, reserves the right to accept/reject any application and the selection is at their sole discretion.

Authorized Signature _____

Name in Full _____

Organization's Name _____

Title _____

Date_____

ANNEXURE – B

DETAILED SCOPE OF WORK

The Producer is responsible for the delivery of, Opening and the Closing Ceremonies including but not limited to the following tasks and outputs to be completed within nominated time phase.

The time frame is as

Sr. No.	Event	Cost in Rupees	Taxes (if any)	Grand Total
1	Opening Ceremony	xx	Xx	Xx
2	Closing Ceremony	xx	Xx	Xx

Proposed Tasks/ Elements- Creative Interpretation of Concept	Progressive Time Frame	Outputs
<ul style="list-style-type: none"> □ Orientation and administration including operating procedure requirements □ Development management model and key personnel plan □ Engage key personnel □ Participate in South Asian Games, 2016, -2016 planning and strategy meetings □ Develop Program (timeline) : <ul style="list-style-type: none"> ○ Identify critical activities and dates ○ Identify priorities and constraints □ Development of reporting requirements and process, including : <ul style="list-style-type: none"> ○ Progress compared with Program ○ Work to complete ○ Design and scoped changes ○ Variations ○ Creative interpretation of Opening and Closing Ceremony concepts ○ Approval process ○ Drawings/story boards animations for presentations. <p>Presentation to stakeholders, Creative Consultant and OC-SAG</p>		<ul style="list-style-type: none"> ● Agree operating procedures ● Approved management model including key personnel appointments ● Agreed consultation process and methodology ● Approved monthly reporting framework. ● Approved Creative Concept ● Preliminary staff & volunteer needs ● Preliminary resources requirements <p>(including office space, storage etc..)</p>

Tasks/Elements– ongoing throughout Project	Outputs
<ul style="list-style-type: none"><input type="checkbox"/> Administration<input type="checkbox"/> Document management<input type="checkbox"/> Contract management<input type="checkbox"/> Reporting<input type="checkbox"/> Attending OC-SAG meetings<input type="checkbox"/> Liaison/Communication with all OC-SAG programs	

Proposed Tasks/Elements – Production	Progressive Time Frame	Outputs
<ul style="list-style-type: none"> • Sourcing, appointing, directing and managing of performers, artists, Master of Ceremony and other creative personnel • Procure and manage lighting requirements • Procure and manage audio/sound requirements • Procure and manage screens /vision boards • Confirm Broadcaster needs • Procure and manage special effects requirements • Procure and manage pyrotechnics requirements • Finalize and coordinate recording of music • Procure and manage costumes and implement wardrobe management system. • Finalize and coordinate Building of props, scenic art and sets • Procure and manage staging and rigging requirements • Select cast (core and volunteer) and performers, including ands etc. • Coordinate Choreography of segments and training of cast and performers • Coordinate Presentation of detailed scripts • Finalize and coordinate Production of graphics and animations for broadcast and vision screens. • Coordinate for Obtaining copyright protections 		<ul style="list-style-type: none"> • Show Details – Opening Ceremony and Closing Ceremony • Scripts • Workforce plans • Cast • Logistics and venue plan • Key prime contracts • Protocol segment approvals • Preliminary: <ul style="list-style-type: none"> ○ Run sheets ○ Stage Management plans ○ Accreditation forms submitted

- Coordinate to Obtain Performer and creator releases
- Show Management
- Coordinate for arrangement of transport
 - Cast and Crew
 - Freight/logistics (for India only)
- Coordinate to obtain statutory approvals and meet responsibility.
- Coordinate with Security FA for managing the Lead Cast Security
- Coordinate to Protect assets physical and IP
- Prepare delivery schedules
- Coordinate for commencement of venue overlay – build/install staging, lighting, Audio, rigging, sets, etc.
- Prepare Bump in Plan
 - Closing Ceremony – 2 days
- Prepare Bump out Plan
 - Opening Ceremony – within 12 hours
 - Closing Ceremony – 7 Days
- Develop catering plan for :
 - Cast
 - Crew
 - Workforce
- Review and refine detailed contingency planning
 - Weather contingencies
 - Emergency and evacuation plans
 - Prepare preliminary run sheets
 - Facility management
- Prepare accreditation procedures for cast, crew, workforce, contractors, etc.,

Tasks /Elements–Rehearsals	Progressive Time Frame	Outputs
<ul style="list-style-type: none"> • Coordinate Out of venue rehearsals : • Coordinate Venue Rehearsals : 		<ul style="list-style-type: none"> • Fully completed segment testing • Fully integrated show testing, practice and timing for Opening and Closing Ceremonies.
Dress Rehearsals Dec 2015		
Final testing in venue with Broadcast		
Show		
Implement the plans to the highest level of delivery seen for an outdoor stadium based production in Guwahati		Shows
Tasks /Elements–Bum pout		
<ul style="list-style-type: none"> • Transition from Opening Ceremony to field of play within the OC-SAG–12 hours • BumpoutfromClosingCeremonywithin7days. 		<ul style="list-style-type: none"> • Venue “clean” and ready for Athletics by 12pm on11TH January 2016
Tasks /Elements–Wrap Up		Outputs
Prepare written reports on the lessons learned for inclusion into the Transfer of knowledge documentation		<ul style="list-style-type: none"> • Completed reports to OC-SAG • Pre-release reconciliation • Closeout

ANNEXURE – C

The Opening Ceremony

1. Welcome of all VVIPs, dignitaries, members of OC-SAG, etc.,
2. The guard of honor shall take up its position and three flags will be raised on the victory ceremony flagpoles - the flag of the host country in the center, on its left the flag of the last host country and on its right the flag of the country next to be host to the Games.
3. The National Anthem will then be played.
4. Welcome speeches by invited Chief guest and officials of GUWAHATI
5. A suitable display of not more than 30 minutes duration, as approved by the Organizing Committee, South Asian Games, will then take place.
6. A VVIP/Dignitary will be then invited to declare the games Open.
7. The ceremonial flag party will troop the opened ceremonial flag to the flagpole in the arena on which it will be slowly hoisted.
8. As the flag reaches the top of the flagpole, a salute of guns shall be fired to symbolize the number of the Games just opened, and balloons or pigeons shall be released.
9. Each national team shall then in alphabetical sequence march on the track past the saluting dais. The country last to stage the games shall, however, lead the parade, and the host country will bring up the rear.
10. Each contingent, dressed in its official uniform, shall march past on the track headed by a placard bearer with the name of its country, its flag bearer, the chef de Mission and/or General Team Manager, team officials and competitors. Team members in passing shall salute the Guests by turning their eyes to their right while the flag bearers drip their standards.
11. The flags of the countries participating shall be arranged by the successful bidder as per the details provided by the various countries and approved by the Organizing Committee , South Asian Games, and shall be of equal size. The place cards and other equipment needed shall likewise be provided by the Successful bidder.
12. Once all the athletes are on the ground, an oath will be taken after which all the athletes will march out of the stadium by the shortest route, several teams abreast.
13. A last and suitable display of not more than 30 minutes duration, as approved by the Organizing Committee, South Asian Games, will then take place after which the event shall end.

The Closing Ceremony:

1. Welcome of all VVIPs, dignitaries, members of OC-SAG, , etc.,
2. The National Anthem will then be played.
3. A short cultural display may then be staged of approximately 45mins, as approved by the Organizing Committee.
4. A small handover ceremony shall take place whereby the present host country will pass over the torch and flag will be handed over to the next host country.
5. Speeches by dignitaries of the next host country.
6. Closing speech by Present Host country

ANNEXURE - D

AGREEMENT FORM

THIS AGREEMENT made the.....day of....., 20.....between.....
(Name of purchaser) of.....(Country of Purchaser) (hereinafter called "the
Purchaser") of the one part and..... (Name of Supplier) of..... (City and Country
of Supplier) (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz.,

.....(Brief Description of Goods and Services) and has accepted a bid by the
Supplier for the supply of those goods and services in the sum of (Contract Price in
Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively
assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this
Agreement, viz.:

- (a) The Bid Form and the Price Schedule submitted by the Bidder;
- (b) The Schedule of Requirements;
- (c) The Technical Specifications;
- (d) The General Conditions of Contract;
- (e) The Special Conditions of Contract; and
- (f) The Purchaser's Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter
Mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and
to Remedy defects Therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods
and services and the remedying of defects therein, the Contract Price or such other sum as may
become payable under the provisions of the Contract at the times and in the manner prescribed by
the Contract.

1. Brief particulars of the goods and services which shall be supplied /provided by the Supplier are as under:

Sr. No.	Brief Description of Services	Unit Price	Total	Delivery Terms

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said (For the Purchaser)

in the presence of:.....

Signed, Sealed and Delivered by the

Said (For the Supplier)

in the presence of:.....

ANNEXURE – E

PERFORMANCE SECURITY FORM

To:

(Name of Purchaser)

WHEREAS

..... (Name of Supplier) hereinafter called "the Supplier" has

undertaken, in pursuance of Contract (Notification of Award) No.....dated.....20.....to
Supply..... (Description of Goods and Services) hereinafter
called "the Contract."

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract

AND WHEREAS we have agreed to give the Supplier a
Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the 31st.day of July 2016.

Signature and Seal of Guarantors

.....

.....

..... Date.....20..... Address:

.....

.....

.....

ANNEXURE – F

BID SECURITY FORM

Whereas..... (hereinafter called "the Bidder") has submitted its bid dated (Date of submission of bid) for the supply of(Name and/or description of the goods) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE.....(name of bank) of.....(name of country), having our registered office at(address of bank) (hereinafter called "the Bank"), are bound unto(name of Purchaser) (hereinafter called "the Purchaser") in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 2009

THE CONDITIONS of this obligation are:

1. If the Bidder

- a. Withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
- b. Does not accept the correction of errors in accordance with the ITB; or

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:

- a) Fails or refuses to execute the Contract Form if required; or
- b) Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders; we undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (90) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....

(Signature of the Bank)

Name of Bidder

ANNEXURE – G

AUTHORIZATION FORM

No. _____

Dated: _____

To

OC-SAG

South Asian Games, 2016

Secretariat, Guwahati-

Dear Sir:

E-Tender No.

We _____ who are established and reputable firm/company _____ (*name and description of goods / Services offered*) having office at _____ (*address of Bidder*) do hereby authorize M/s _____ (*Name and address*) to submit a bid, and sign the contract with you for the goods/Services against the above IFB.

No company or firm or individual other than M/s _____ are authorized to bid, and conclude the contract for the above goods manufactured by us, against this specific E-Tender.

We hereby extend our full guarantee and warranty Terms & Conditions of Contract for the goods and services offered for supply by the above firm against this E-Tender.

Yours faithfully, (Name)

(Name of Bidder)

Note: This letter of authority should be on the letterhead of the Bidder and should be signed by a person competent and having the power of attorney to legally bind the Bidder. It should be included by the Bidder in its bid.

ANNEXURE – H

Concept Notes for the Opening Ceremony and Closing Ceremony of the South Asian Games (SAG) to be Held in Guwahati (Assam) and Shillong (Meghalaya) Respectively

Opening Ceremony

The **Opening Ceremony of the South Asian Games (SAG)** would be hosted at Guwahati (Assam). It would be world class event celebrating the Spirit of Sports. The overall endeavor will be to create a spectacular Opening Ceremony that sums up the spirit of a new India, showcasing passion of the youth, aspirations of the people and beauty of her incomparable diversity. It proposes to bring alive the spirit and magic of Brand New India in all its dimensions & glory. It should be a tribute to the Spirit of Sports, strengthening of international ties and the emerging new India. The Opening Ceremony must encapsulate the passion of the youth, the aspirations of the people, the beauty of our nation and its diversity. It should showcase the story of **Peace, Prosperity and Progress**.

In order to bring alive the aforesaid concept the following would need to be kept in mind:

- Civilizations that have emerged on riverbanks have been nurtured by rivers and have made their permanent place in history.
- India's optimal state of well-being should be metaphorically portrayed by the image of a river's strong, deep, unimpeded flow that becomes the binding factor between natural elements, bringing about a balanced environ of peace and harmony.
- The life giving rivers in India such as the Brahmaputra, Ganga, Yamuna, Narmada, Godavari, Mahanadi, Krishna and Kaveri, crisscrossing through the land down the centuries, akin to the warp and woof of hand woven cloth, weave its socio-cultural fabric.
- The Brahmaputra should become the protagonist for this metaphoric presentation.
- A theme song should be created, the language and poetry of which should be decided by the Advisory Committee of Ceremonies.

A. Peace: Unity in Diversity

- Home to numerous cultures, where more than one billion people live in harmony, the Opening Ceremony of the Games should celebrate our people and our diverse faiths.
- The North-east, being a microcosm of this India of many states, numerous tribes, all of them living in harmony, illustrating the essence of India.

- A sequence that represents **Peace – Unity in Diversity** will bring to life a thousand celebrations, symbolizing a billion people living in harmony, depicting the story of peace, prosperity and progress.

B. Prosperity: An Empowered Tomorrow

- Education and employment, expanding the skills in indigenous crafts and trade of a billion youth should unveil India's empowered tomorrow.
- The Opening Ceremony should draw attention to 'Make in India' and 'Skill India' initiatives.
- A sequence of contemporary performance should highlight India... the lion on prowl. It should showcase India's **Prosperity – An Empowered Tomorrow**.
- Dynamic India's story should be told through sophisticated technology, transforming the Indira Gandhi Athletic Stadium in Guwahati into a visual delight.

C. Progress – Infinite Opportunities Progress – Infinite Opportunities

- This sequence on the infinite opportunities of progress in India should exemplify the emergence of Digital India and smart cities that have made connecting globally possible.
- The lifeline of our land is our rivers that have always proved to be a veritable powerhouse of energy, connecting us and providing for us.
- While these rivers have been the very fabric of our nation down the centuries, change in time makes it necessary to consider the web of highways as powerful as these rivers that connect individual to spaces, and that connect each space with the next.
- This connectivity would be best enlivened through percussive sounds fusing with dance and songs.
- Portraying India as Growth Engine in the region & its connectivity to all SAARC countries through road, rail, air, sea, culture, trade etc.

D. The Magic of Eight

- The numerical eight is symbolic of a powerful drive to succeed and the ability to rise above aversions and adversity. It stands for good decision-making, seizing the right opportunities, taking control and achieves success.
- While each performance sequence would include a tribute to the North East, it should showcase all that North East India has to offer from rich natural resources, to wildlife sanctuaries, traditions of different tribes, the indigenous sports, myriad of art of crafts dances and music, heading towards a future of progress and prosperity.
- The spirit of sports will be celebrated through specially designed eight floats that should represent all participating eight countries. Along with prominent sports personalities these eight floats should move across the perimeter of the stadium.

- Towards the end, the entire stadium should come alive with mass cast, youth, children, country flags, athletes and fireworks.

E. Spectacle of Technology and Innovative Acts

- Dynamic, like India, the stadium should transform to create visual delight.
- To create a grand spectacle complementing this, technologies such as new projection technology, mapping, LED Floors, LED Walls, Water Curtain, aerial acts, mobile stages, FLOATS, high tech sound systems, intelligent lights, laser technology should be used.
- The stadium will reverberate with the anthem that is an Ode to Sportsmanship.

Closing Ceremony

The **Closing Ceremony of the South Asian Games (SAG)** is to be hosted by the eight states of North-east India in Guwahati (Assam). It should celebrate the games where children, youth, musicians and stars from across the country should come together.

- The North-east is known for its music in general, and specifically for its musical instruments and bands.
- The South Asian Games should, therefore, be concluded with a musical spectacle.
- It should be a coming together of groups of choir musicians, bands, songs of tribal communities, and bands of indigenous instruments, singers from the North-east and some star singers from across the country.
- The different musical segments that comprise the Closing Ceremony should be performed along with children.

- **The agency that executes the Opening Ceremony and Closing Ceremony of the South Asian Games (SAG) should be able to interpret the concept subjectively.**
- **It is possible that many more ideas and new innovative concepts during the process of developing presentations might emerge.**
- **Depending on their suitability they should become a part of the event.**

