

**“REQUEST FOR PROPOSAL”
(RFP)**

FOR

**‘APPOINTMENT OF PUBLIC RELATIONS AGENCY’
FOR THE 12TH SOUTH ASIAN GAMES**

**ORGANISING COMMITTEE – 12TH SOUTH ASIAN GAMES
GUWAHATI & SHILLONG**

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1 The South Asian Games

The South Asian Games are a biennial 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, OC-SAG is joined by eight members namely, Afghanistan, Bangladesh, Bhutan, India, Maldives, Nepal, Pakistan & Sri Lanka.

The first South Asian Games were hosted by Kathmandu, Nepal in 1983 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 as the officials believed the word Federation was diminishing the emphasis on event and acting as a barrier in attracting crowd. These Games are often hyped as the South Asian version of the Olympic Games.

2 The 12th South Asian Games

The 12th South Asian Games will be held in Guwahati, Assam and Shillong, Meghalaya, India from 6th to 16th February 2016. The Organising Committee - 12th South Asian Games (OC-SAG) has stated its vision to be the best South Asian Games to date with impeccable standards of services 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 and in particular, the 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 rest in Shillong, Meghalaya. They are as follows:

Guwahati, Assam

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

Shillong, Meghalaya

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

3 SUMMARY OF THE BID

This Request for Proposal (RFP) is issued by OC-SAG to obtain Bids for the appointment of Public Relations Agency required to conceptualise, plan, organise, execute and manage all the Public Relations (PR) elements pre and post Games as per the Scope of Work listed in Section 7 of the RFP for **12th South Asian Games** to be held in February 2016.

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

OC-SAG is responsible for the overall delivery of the 12th South Asian Games. It will coordinate the Games with the support of all the attendant government agencies. All proposals should be made so as to accommodate this model. The Communications Functional Area (FA) Head is the issuing authority for the Work Order for this RFP.

The successful bidder will be required to work for the 12th South Asian Games with OC-SAG to fully develop and provide a visually appealing 12th edition of the Games meeting impeccable world-class standards.

The Public Relation Agency (PR Agency) that gets appointed would have to endeavour to its best efforts to ensure that the entire image and look aspects of the Games appeal to a world-wide audience and the deliverables meet the deadline schedule as per international standards.

The PR Agency will have to perform the services entrusted to it in a professional manner and work alongside the entire organizing committee of the games to ensure effective communication is maintained at all times.

The PR Agency will have to deploy skilled personnel for the purposes of the Games to perform the roles and responsibilities highlighted in the Scope of Work in section 7 of the RFP, to ensure all Public relations services are as per the guidelines and commitments.

This RFP is not a Work Order. A separate Work Order will be made available only after the selection of the successful Public Relation Agency.

4 INSTRUCTIONS TO BIDDERS

- 4.1 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.
- 4.2 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.
- 4.3 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.

- 4.4 The 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 Govt. of Assam e-Tendering **Help Desk at number: 0361-2260254, 2261964**

5 PURCHASE AND DOWNLOADING OF TENDER FORMS:

- 5.1 The Tender document is uploaded by the Government of Assam on the e-tendering website <http://assamtenders.gov.in>. The Tender document 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.
- 5.2 Tender forms will not be sold/ issued manually.
- 5.3 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/Bankers Cheque from a Nationalized Bank drawn in favour of the “ CEO, Organising Committee South Asian Games 2016” Payable at Guwahati, Assam are deposited in the office of Organising Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040 on or before scheduled date given in this RFP.

6 ELIGIBILITY CRITERIA

The agencies intending to bid for appointment as PR Agency shall fulfil the following pre-qualification criteria:

- 6.1** The PR Agency possessing a minimum of 5 years' experience in India in the field of PR services with reputed corporate houses/ firms as per job specifications.
- 6.2** The PR Agency should have an average annual financial turnover of Rs.1.00 crore during the last three financial years ending March, 2015
- 6.3** The PR Agency should have team of experienced professionals on their staff rolls.
- 6.4** The PR Agency should have valid PAN, VAT and Service Tax Registration.
- 6.5** The PR Agency should have suitable work experience which matches the magnitude of an International Event. To this effect, it should produce a proof of certificate from the

organisations for which they have worked.

6.6 The PR Agency should have sound financial standing.

6.7 Desirable:

The PR Agency should have local setup in Guwahati or Shillong for quick delivery.

7 SCOPE OF WORK

7.1 Scope Elements

The vision of OC-SAG is to deliver the best ever South Asian Games. The OC-SAG has set up 16 Functional Areas (FAs) for planning different operational areas required for the delivery of the Games. One of these areas is Communications and its primary responsibility is to establish communication between the OC-SAG and the general public, the media and its stakeholders. The Communications FA through an effective public relations programme seeks to support and build the image of the South Asian Games, OC-SAG and related parties and to expand the impact of these Games with supporting events, conduct and preparations.

Public relations will play an integral role in promoting and publicising the Games both nationally and internationally. The principal elements of support required of the successful PR Agency will include developing a comprehensive PR strategy, provide communications strategy and programme implementation advise, support the implementation of the communications strategy and programme, proactive information dissemination on the activities of the OC-SAG and related parties, providing periodic update on the progress made in planning for the Games, managing media inquiries, interview requests and requests for information, proactively build a media network around the Games on a local and international basis with particular focus on major markets and supporting major strategic imperatives of OC-SAG as may evolve from time to time, support issues management and resolution.

7.2 Objectives of the programme

The OC-SAG through its Communications Functional Area seeks to address the following objectives from the PR Agency :

- Build a programme of activities to support the public relations effort of OC-SAG in positioning and promoting the 12th South Asian Games.
- Position the 12th edition of the South Asian Games as a prestigious, exciting “must attend” sporting event for domestic and overseas attendees.
- Develop a positioning strategy for the South Asian Games, in association with the OC-SAG and the South Asian Olympic Council including the promotion of Games assets such as the

branding devices, Games mascot and specific elements of the Games (for example: torch relay, 100 days to go; Ceremonies and major events around the Games).

- Create and maintain quantified levels of awareness and positive image for the Games and the OC-SAG and its stakeholders.
- Communicate key messages to ensure ongoing support from the Government of India, Government of Assam and Government of Meghalaya, corporate sector, media and the community.
- Proactively inform the public on matters such as the progress made on venues and other infrastructure projects, sports programme, achievement of relevant “milestones” laid down in the Games Master Schedule, ticketing programme, spectator information, etc.
- Work strategically with revenue functional areas (Sponsorship, Ticketing, TV Rights and Merchandising and Licensing) in order to coordinate and maximize the effectiveness of all communications and marketing efforts.

To fulfil the objectives as defined above, OC-SAG intends appointing a professional PR Agency that will undertake various services as outlined in the Scope of Work section. The PR Agency that will be engaged is required to provide a dedicated full time team of experienced professionals with demonstrable experience of carrying out public relations campaigns in the past. Part of this team would have to be co-located in the South Asian Games Secretariat, Guwahati, Assam and South Asian Games Secretariat, Shillong, Meghalaya which will be supported by the PR Agency’s network and offices in the city and the country. The team will be required to develop a comprehensive public relations campaign to achieve the objectives of the OC-SAG including the broader issues discussed above.

Specifically, the scope of work of the PR Agency will be as follows:

i. Communications Strategy:

The PR Agency is expected to develop a public relations strategy to be executed with the OC-SAG. This strategy would be developed in consultation with the OC-SAG and shall detail amongst other things the following:

- Setting deliverable objectives and defining specific strategies using available strengths, i.e., stature of the Games, multiplicity of world class venues, city upgrades, etc.
- Detailed articulation of target audience, the rationale for these and the methods of communications and the likely reach and impact deploying primarily public relations initiatives and where specifically agreed by the OC-SAG to be supported by advertising.

- Specific initiatives to build support for the Games and to address any negative or misinformed views and support demonstration of delivery at each phase of the plan. Put in place a crisis communication plan and strategy.
- Key messages and strategic messaging material, briefings and provide support to senior OC-SAG leaders/spokespersons to support the communications strategy.
- PR support for major OC-SAG events such as countdown events (Torch relay, 100 days to go), volunteer program campaign launch, ticketing launch, merchandise launch, radio jingle campaign, opening events for key competition venues and other important sites, etc.
- Work alongside the Host Broadcaster (HB) to facilitate better planning and production of the South Asian Games.
- Set up spread sheets or database to capture a way of finding data (Press Operations).
- Games time communication and public relations programme.
- Providing Press material in regional language for Vernacular media and suitably cost effective material for the national and international media.
- Activities planned at reaching out to international news wires, websites and foreign journalists in India especially from South Asian Countries.
- Set up an online communication medium or network with international media.
- Preparation of stories on games events and circulation during games time.
- Provide specific inputs and suggestions about the outdoor publicity in terms of advertisement content and locations.
- Devise effective Communication strategies to gather viewers on social media like Facebook, Twitter, Blogs, etc.

ii. Media (Press) Operations:

- The PR Agency team will focus on proactively presenting current information to develop new stories and provide story leads to key journalists to support the Communications programme.
- The PR Agency has to gain maximum positive mindshare for the Games and the key stakeholders responsible for delivering the Games.

- The PR Agency should present information and stories of interest to the media in line with their editorial calendars.
- The PR Agency will provide regular updates on developments regarding the Games and OC-SAG to key members of the media thereby reinforcing the OC-SAG commitment and strength towards making the Games a success.
- The PR Agency should proactively create opportunities that can be leveraged in the print, electronic and on-line media to position key spokesperson and related organisations.
- Developing media relations across verticals like business, local city and general interest and with the international media fraternity in India in addition to sports journalism.
- Handling media and media requirement before/during Games at all the locations.

iii. Employee and Volunteer Communications:

The South Asian Games Secretariat of the OC-SAG will have a project based workforce which would be recruited specifically for the delivery of the Games. The paid staff and volunteers will be deployed across the 16 Functional Areas (FAs). The workforce will comprise of staff from different industries and backgrounds and from different sources such as fresh graduates, employees of corporations and societies.

- The PR Agency will be required to support communications programs to attract the right talent and to support the OC-SAG's Workforce.
- To develop a strong internal communications programme to foster communications and understanding across the OC-SAG.
- To develop regular internal communications elements for this purpose, i.e., internal newsletter content, etc.

iv. Communications with Stakeholders:

The OC-SAG is working closely with several stakeholders including:

- The South Asian Olympic Councils (SAOC).
- Departments and agencies under the Government of India and Government of Assam and Government of Meghalaya.
- International Federations (IFs).
- National Olympic Committees (NOCs).
- Sponsors, suppliers, licensees and broadcasters (rights holders and non-rights holders).
- Other national/international bodies such as National Anti-Doping Agency (NADA)/World Anti-Doping Agency (WADA).
- National interest groups.
- Local and National media (Print and Electronic).

It is important that there is frequent communication between the OC-SAG and its stakeholders. The PR Agency is expected to draw innovative programs to facilitate these partnerships within the available priorities of the OC-SAG.

v. Website, Newsletters and Social Media:

- The PR Agency will deploy dedicated staff to manage the official website portal and social media accounts. The number of staff will be decided by the OC-SAG in consultation with the PR Agency.
- The PR Agency is to provide regular content and inputs for the official website. It is expected that the PR Agency team members stationed in the South Asian Games Secretariat Guwahati will work closely with all FAs to develop content for the website.
- The PR Agency will draft monthly newsletters for external Publication of the OC-SAG including all stakeholders and others.

vi. Addressing the business Community:

- The PR Agency will need to develop innovative programs, handouts, brochures, booklets, postings creating a positive perception of the Games and the OC-SAG to support the Marketing FA to raise all important resources including marketing of sponsorship/supplier arrangements, merchandising and sales of tickets.
- The PR Agency will have to provide editorial input for material that is intended to be used to raise revenues for the OC-SAG.

vii. Policies and Processes:

- To develop processes and policy in consultation with the head of the Communications' FA.
- The policies would be established in close cooperation with the SAOC and its established rules or guidelines. This would include non-Games time and Games time policies and processes.
- It also includes (but will not be restricted to) process for nomination of official spokesperson(s), media training for spokesperson(s), development of key messages, media code of conduct, protocols to be followed for crisis communication, etc.

viii. Games time role:

In addition to Public Relations, the PR Agency will also be responsible for Games time Press Operations which principally includes:

- Media handling and meeting media requirements at all the competition and non-competition venues and press (media) locations during the games.

- The delivery and management of press facilities and services at the Main Press Centre (MPC), Games Venues and Media accommodation and other facilities.
- The arrangement, communication and coordination for enabling services in conjunction with OC-SAG, providing media service to all FAs such as Accreditation, Accommodation, Venue Development and Operations, Security, Marketing, Technology, Transport and other general media logistics and arrangements.
- The PR Agency will work closely and shall cooperate with OC-SAG's Press Operations lead staff and will provide support as required and will leverage arrangements of Press Operations to deliver the Games time Communications responsibilities.
- The successful PR Agency will be responsible for developing a fully integrated support service including:
 - Establishment of a central communication system and issues management capacity/capability within the South Asian Games Secretariat, Guwahati and Shillong. Place two key personnel at the South Asian Games Secretariat, Guwahati and Shillong to function in close coordination with the OC-SAG who will be a link between OC-SAG and the PR Agency.
 - Establishment of a media information support capacity/capability in the Main Press Centre (MPC) which will include the gathering and dissemination of information of interest to the Media to support the reporting of Games events/activities and related activities on a national and international basis.
 - Handling communications at each of the major competition venues to support media information provision and to support Press Operations.
 - Development of event and media information and story leads for circulation to Games media including through the networks established in the Main Press Centre (Note: this includes the development of Games results, historical results, Athlete biographies and Athlete background information and similar such base information).
 - Development of a process for publication of up to date official Games website portal and social media- Facebook, Twitter, Blogs and any other electronic mediums as may be determined. Also, information and news stories and the dissemination of such information via the OC-SAG channels including the Main Press Centre.
 - Support to OC-SAG senior leadership to deliver effective Games time communications, manage issues and to both proactively and reactively deal with a broad variety of Games related questions for international and national media, major stakeholders and others. This will include the issuing of statements, coordination of media conferences and development of rapid response capability and strategies in

advance of the Games and the delivery of these during the Games as well as coaching and briefing of Games spokespersons.

ix. Main Press Centre (MPC):

The PR Agency will also be expected to manage the OC-SAG MPC under the overall leadership of the Director, Communications FA. The MPC would be responsible for media servicing, and the establishment of effective relationships, will help facilitate positive publicity and media opportunities both nationally and internationally. The MPC will develop relationships with the media based on a philosophy of clear, effective, accurate and prompt communication of information. The PR Agency team in the MPC shall manage the following:

- Coordinate with authorised spokesperson of the OC-SAG and respond to media queries as and when they are received.
- Prepare the first draft of Q&As and email interviews for OC-SAG authorised spokesperson.
- Proactively monitor editorial calendars for editorial and interview opportunities in the print and electronic media and work towards positioning OC-SAG's perspective in these stories.
- Draft, disseminate press releases to all national and international media & wire services and proactively follow up to facilitate culmination in media coverage.
- Organize periodic press events/press conferences for which the periodicity will be defined by mutual consent between OC-SAG and the PR Agency or depending on the need. The PR Agency would be expected to plan and manage all logistics including creating invites, creation of press releases, managing RSVPs, preparing media kits, onsite management and post event report.
- All public relations for OC-SAG including bio-data and pictures of all authorised spokespersons, notes on official position of the OC-SAG on key issues concerning the Games, media lists, etc.

x. Media Management

- Coordinating with media across the state/country.
- Answering the queries that come through OC-SAG and other stakeholders.
- Providing PR support to campaigns that will run in other South Asian nations through PR material.

- Coordinating with foreign correspondents based in India to achieve maximum media visibility and capture the mindshare of the international target audience.

xi. Reporting:

- The PR Agency will provide a regular report highlighting current activities concluded and defining work in progress which would be culminated in the near future.
- The frequency of this report will be reviewed and agreed by mutual consent; however, a weekly reporting schedule can be implemented.
- In addition, the PR Agency will also be expected to make a monthly presentation to the Senior Leadership on the progress and any issues related to the image and brand of OC-SAG that requires immediate attention.
- The Senior Management of the PR Agency would be expected to meet the Director, Communications FA regularly and have monthly planning meetings. In these meetings, the PR Agency would be expected to present creative pitch ideas.

xii. International PR Support:

- The PR Agency would be expected to disseminate a press release every month in South Asian Games countries to provide updates to those nations in order to maintain the positive image of the 12th South Asian Games.
- The PR Agency would not be required to travel outside the country to manage any campaign being executed in other nations; however, the PR Agency is expected to target international media through foreign correspondents based in India.

xiii. PR Agency Requirement at OC-SAG :

- The PR Agency engaged is required to provide a dedicated full time team of experienced professionals with demonstrable experience of carrying out public relations campaigns in the past. Part of this team would have to be co-located in the South Asian Games Secretariat, Guwahati and Shillong and would be supported by the PR Agency's network and offices in the city and the country.
- The team structure must be clearly articulated and the team members who will be co-located to the South Asian Games Secretariat, Guwahati and Shillong of the OC-SAG need to be identified as part of the submission.

8 COST OF BID

- 8.1 A non-refundable tender fee of INR2,000/- and a non-refundable Tender Processing Fee of INR 500/- are to be submitted in the form of Demand Draft or Bankers cheque from any Nationalized Bank drawn in favour of the “Organising Committee South Asian Games” Payable at Guwahati, Assam at the office of Organising Committee, 12th South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040 on or before scheduled closing date and time given in this RFP. along with the tender papers.
- 8.2 As part of the Bid, the bidder shall enclose the Demand Drafts in a separate envelope i.e. Envelope#1 and clearly marked as “**Demand Draft for Tender Document Fee and Tender Processing Fee**” and send along with the Bid documents.

9 EARNEST MONEY DEPOSIT

- 9.1 The Bidders shall submit, along with their Bids, EMD of INR42000/- (INR Forty Two Thousand Only), in the form of a Demand Draft or Bankers Cheque from any nationalized bank payable at Guwahati in favour of the Organising Committee, 12th South Asian Games 2016. Bid security in any other form will not be accepted.
- 9.2 The bid securities of all unsuccessful bidders will be refunded by the CEO, Organising Committee, 12th South Asian Games 2016 after the award of contract. The bid security, of successful bidder will be returned upon submission of Performance Guarantee and signing of the contract agreement.
- 9.3 The bid security amount is interest free and will be refundable to the unsuccessful bidders without any interest on it.
- 9.4 The bid submitted without bid security, mentioned above, will be summarily rejected.
- 9.5 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 of a successful bidder, the said 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.

10 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 2000/- and INR 500/-
2	Publishing of RFP through e-tender	18-11-2015
3	Earnest Money Deposit (EMD)	INR 42000/- (RupeesForty Two Thousand only)
4	Last date for submission of written queries for clarifications.	27-11-2015 up to 1500 Hrs. To: nbg.ocsag@gmail.com Director Communications, C/o Office of the OC-SAG, Bhetapara, Guwahati- 781040.
5	Release of response to clarifications (by email only)	28-11-2015
6	Date of Pre-Bid conference and Venue.	30-11-2015 at 1500 Hrs. at the Office of the Organising Committee, 12th South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040
7	Last date and time (deadline) for receipt of proposals in response to RFP notice (online only)	08-12-2015, 1700 Hrs.
8	Place, Time and Date of opening of Technical proposals received in response to the RFP notice	09-12-2015, 1100 Hrs. at office of the Organising Committee, 12th South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040
9	Place, Time and Date of opening of Commercial proposals received in response to the RFP notice	09-12-2015, 1500 Hrs. at office of the Organising Committee, 12th South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040
10	Contact Person for queries	Communications FA Head nbg.ocsag@gmail.com
11	Addressee and Address at which proposal in response to RFP notice is to be submitted	Office of the Organising Committee, 12th South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040
12	Last date and time for the submission of tender document	08-12-2015, 1700 Hrs.

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

11 PRE-BID CONFERENCE

OC-SAG will host a Pre-Bid Conference, scheduled on 30-11-2015 at 1500 Hrs. **at the office of the Organising Committee, 12th South Asian Games, 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.

12 RESPONSE TO BIDDER'S QUERIES

12.1 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.

12.2 All enquiries should be sent to OC-SAG only through email. The OC-SAG shall not be responsible for ensuring that bidders' enquiries have been received by them. OC-SAG

will 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.

13 SUBMISSION OF PROPOSAL

13.1 All documents are to be submitted in PDF or scanned copies online.

13.2 The Applicant is required to submit:

13.2.1 Scanned copy of D.D. / Bankers Cheque drawn against the Tender cost and processing fees.

13.2.2 E.M.D of INR42000/- (Rupees Forty Two Thousand only) should be paid as per paragraph 9.

13.2.3 Pre-Qualification Bid Evaluation documents to be uploaded as mentioned from points Paragraph 6.

13.2.4 Technical Bid documents to be uploaded as mentioned in paragraph 19.1& 19.2

13.2.5 Commercial Bid as per prescribed in Annexure I Form A.

13.2.6 Potential applicant must complete and sign the Undertaking at ANNEXURE A.

13.2.7 The Proposal should be filled by the bidder in English language only.

13.3 The Bidder should quote price in Indian Rupees only.

13.4 The Bidders are also required to submit one printed original hardcopy of the RFP document (duly ink signed) and stamped including all Annexures and one softcopy (CD) in Microsoft Word and PDF format. The Bidder must also 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.

13.5 The Bids documents submitted must be without any overwriting, interlineations, corrections, double typing, etc. Any overwriting/ corrections etc. shall be initiated by the Bidder.

13.6 The Bidder must ensure that the Technical Bid soft copies do not contain any

Commercial items /prices.

- 13.7 If any Bidder does not qualify in technical evaluation, the Commercial Proposals shall be returned unopened to the bidder.
- 13.8 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.
- 13.9 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.
- 13.10 The sealed envelope containing the Bids (Envelope #1, #2 ,and #3) must be received in the office of the Organising Committee, 12th South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040 any working day up to 08-12-2015 till 1700 Hrs. Envelopes/documents received after the stated time and date will be rejected and returned unopened.
- 13.11 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: RFP for Appointment of a Public Relations Agency for the 12th South Asian Games”**
- 13.12 The bid should be unconditional. In case of any condition, the bid shall be treated as non-responsive and be disqualified.
- 13.13 The bid should be only in the prescribed format. It should also be accompanied by all the requisite documents.
- 13.14 The Bid Cover should carry the complete name and address of the bidder, along with the telephone, fax and e-mail address.
- 13.15 In the event of the receipt of the Bid, after the due date, the Bid Cover shall be returned “Unopened” to the Bidder.

14 REJECTION CRITERIA:

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

14.1 Technical

- 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.
- Bids providing information that is found to be incorrect/misleading at any stage/time during the Tendering process.
- Technical Bid containing commercial details.
- Bids that reveal prices in any form or by any means before opening the Commercial Bid.
- OC-SAG reserves the right to accept any bid or 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.

14.2 Commercial Bids:

- Commercial Bids made through Tele fax/Telegraphic/Fax/E-mail.
- Bids which do not confirm unconditional validity of the bid for 180 days from date of opening of bid.
- Bids which do not conform to OC-SAG bid format.
- Bids in respect to which the bidder does not accept OC-SAG rectification of clerical/arithmetical discrepancies in the commercial bid, if any.
- Any Commercial Bid that does not comply with the conditions laid down by OC-SAG.

14.3 Other

- 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.
- Bids in which the bidder seeks to influence the OC-SAG bid evaluation, bid comparison or contract award decisions.
- In view of two bid systems, OC-SAG may first open 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.

- By adopting the procedure 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.
- Bids that are submitted late will be rejected.

15 CORRECTION OF ERROR

15.1 . The 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.

15.2 The 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.

16 PRICES AND PRICE INFORMATION

16.1 No adjustment of the price quoted in the Commercial Proposal shall be made on account of any variations in costs of labour and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the contract

16.2 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.

16.3. 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.

16.4 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.

16.5 All costs incurred due to delay of any sort, shall be borne by the Bidder.

16.6. 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.

17 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.

18 BIDDING FORMAT

18.1 The Bidder will submit its 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.

18.2 The Pre-Qualification Bid should be submitted in a sealed envelope marked as “Pre-Qualification Bid”.

18.3 The Technical Bid should be submitted in a sealed envelope marked as “Technical Bid”.

18.4 The “Commercial Bid” is NOT to be submitted in hard copy.

18.5 The three sealed envelopes should then be submitted in one sealed envelope bearing the address information as outlined in paragraph and should reach the address before the bid closing date.

19 DOCUMENTS TO BE SUBMITTED WITH THE BID

19.1 PRE-QUALIFICATION (PQ) BID

- 19.1.1 Notarized copies of certificates, evidencing involvement and experience with similar Events or similar job done related to the Scope of Work mentioned in clause 7. The Certificates must be signed by the Director/Convener or Higher Authority of the Organization having conducted the event or job.
- 19.1.2 Clearly articulated list of support and services intended to be provided by the Bidder.
- 19.1.3 Financial/Audited statement of accounts of last 3 years as proof of eligibility criteria mentioned at clause 6.2.
- 19.1.4 Documents determining that the bidder has a fully functional office in India for at least last 5 years.
- 19.1.5 Certificate from reputed corporate houses/ firms with whom the PR Agency has previously worked along with; showing satisfactory work done by the PR Agency.
- 19.1.6 Documents for Income Tax PAN, TIN/Sales Tax, Service Tax Registration, etc.

19.2 TECHNICAL BID

- 19.2.1. Experience of the Bidder in handling PR Relations for at least two Outdoor Publicity/ Social Awareness Campaigns of good stature.
- 19.2.2. At least two major public events/ exhibitions of Repute (having work order valued at Rs. 75 Lac each) OR 4 such events (having work order valued at Rs.50.00 Lac each).
- 19.2.3. The Bidder/ Agency should also have the past experience of handling PR for at least 5 (five) regional/ national/ International events.
- 19.2.4. List of clients with reference in minimum five firms with name, designation and contact details.
- 19.2.5. Resumes of five keypersonnel that would be involved with the South Asian Games and their roles and previous relevant work experience.
- 19.2.6. Kindly refer to clause 20.1 for evaluation of technical bid.

19.3 COMMERCIAL BID

The Bidders must quote their commercial offers as per the following points:

- 19.3.1. The commercial proposal will be on a lump-sum cost quoted by the vendor.
- 19.3.2. Evaluation will be done only on the total cost
- 19.3.3. The cost indicated by the applicant should be inclusive of all taxes
- 19.3.4. Kindly refer to clause 20.2 for evaluation of commercial bid.
- 19.3.5. The Commercial Bid should be submitted as per format mentioned in Annexure I Form A

20 EVALUATION OF BIDS

- a. Two tiered evaluation procedure will be adopted for evaluation of proposals, with the technical evaluation being completed before the commercial proposals are opened and compared.
- b. OC-SAG will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. The Bids that are not substantially responsive are liable to be disqualified. OC-SAG may seek inputs from their professional, external experts in the technical and commercial evaluation process.
- c. OC-SAG shall assign technical score to the bidders based on the technical evaluation criteria. The bidders with a technical score above the threshold as specified in the technical evaluation criteria shall technically qualify for the commercial evaluation stage.
- d. The commercial bids for the technically qualified bidders will then be opened and reviewed to determine whether the commercial bids are substantially responsive.

20.1 PHASE I: TECHNICAL BID

20.1.1 The Technical bid will be opened only after the envelope containing bid processing fee and EMD is opened and the bidder has met the requirements of the pre-qualification bid (eligibility criteria) as per the schedule stipulated by OC-SAG A detailed analysis of the Technical Bid will be subsequently carried out by OC-SAG in the following manner:

In this part, the technical bid will be analyzed and evaluated based on past experience

of the bidder, competence of key personnel and past performance of the bidder in PR Campaigns.

20.1.2 Analysis of Technical bid:

The technical bid marks 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 below:

EVALUATION OF TECHNICAL BID	WEIGHTAGE (MARKS)	MINIMUM QUALIFICATION
Experience of the bidder relevant to this assignment- Experience in handling Public Relations: 6 Marks per Project(Valued at Rs. 75 Lacs & Above) 3 Marks per Project(Valued at Rs. 50Lacs– Rs. 75 lacs)	20 Marks	12 Marks
Proposed methodology and work plan in response to the terms of reference - Technical approach and Methodology – 7 Marks - Work Plan – 7 Marks	14 Marks	08 Marks
Location in Guwahati or Shillong.	1 Mark	1 Mark
Qualification, competency and adequacy of team proposed for the assignment including on site of Team Leader/ Account Director and Senior Management (Qualifications and competency of each of the key professional including Team Leader/ Account Director will be evaluated)		
1. Senior Management	5 Marks	3 Marks
2. Account Director	5 Marks	3 Marks
3. Team Leader	5 Marks	3 Marks
4. Supporting Staff (Min 2Nos.) – 5 Marks	5 Marks	3 Marks
Presentation including all creative and innovative ideas proposed as per the scope of work that is appended as Annexure-B. Clearly articulated list of support and services intended to be provided by the Applicant	15 Marks	09 Marks
Total Score:	70 Marks	42 Marks

20.1.3 The technical bid of bidders will be analysed and evaluated and the technical bid marks shall be assigned to each bid on the basis of above evaluation matrix.

20.1.4 The OC-SAG shall evaluate and rank the Technical Bid on the basis of Bid's responsiveness to the scope using the evaluation criteria and score system specified above. Each Technical Bid will receive a technical score. A Bid shall

be rejected if it does not achieve the overall Technical score of 42 Marks from the Maximum of 70 Marks.

20.1.5 The Minimum Qualification Score required in the Technical Bid Evaluation to be eligible for the Commercial Bid Evaluation is 42 Marks of the total 70 Marks.

20.1.6 Each bid component 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, the OC-SA may seek specific clarifications from any or all bidder(s) at this stage. The OC-SAG shall determine the bidder(s) that qualify for the next phase after reviewing the clarifications provided by the bidder(s).

20.1.7 The bids of Bidders who have cleared the Minimum Qualification Score shall be ranked on the basis of the Technical bid marks and declared “Technically Qualified Bids”.

20.2 PHASE II:COMMERCIAL BID

Applicants must quote their commercial offers as per Annexure – I, Form A

20.1.1 All such technically qualified bids shall be evaluated.

20.1.2 Evaluation will be done only on the total cost quoted by the PR Agency.

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

20.1.4 All such technically qualified bids shall be evaluated.

21 DECLARATION OF SUCCESSFUL BIDDER

The Bid of the bidder, who has been declared as L1 in the commercial bid and fulfils the conditions prescribed in the RFP will be considered for awarding the contract.

22 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.

23 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.

24 NOTIFICATION OF AWARD

- 24.1 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.
- 24.2 Upon the successful Bidder's furnishing of performance security (10 % of the contractual amount in shape of Bank Guarantee (irrevocable) from Nationalize Bank valid for 180 days from closing of Games, OC-SAG will promptly notify the name of the winning bidder to each unsuccessful Bidder and will discharge their Bid Security.
- 24.3 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.

25 SIGNING OF CONTRACT

At the time OC-SAG notifies the successful bidder that its bid has been accepted 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.

26 FAILURE TO AGREE WITH THE TERMS AND CONDITIONS OF THE RFP

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

27 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.

28 PERFORMANCE SECURITY

- 28.1 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 C.
- 28.2 The Bidder, to whom the letter of Intent is issued, shall have to furnish a "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 10 days of the receipt of the Letter of Acceptance.

28.3 The failure to submit the above mentioned Bank Guarantee will result in OC-SAG imposing a penalty of INR 5000/- per day of the contracted on the said Bidder thereby 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 of the games 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.

28.4 All incidental charges whatsoever such as premium, commission etc. with respect to the Performance security shall be borne by the Bidder

28.5 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.

28.6 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.

28.7 No interest or cost will be paid on the Performance Security by OC-SAG.

29. AWARD OF CONTRACT

29.1 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.

29.2 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 25% 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

30. TERMS OF PAYMENT

30.1 The Bidder shall quote a price for all the components of the solution to meet the requirements of this RFP. All the prices will be in Indian Rupees

30.2 No adjustment of the price quoted in the Commercial Proposal shall be made on account of any variations in costs of labour and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract.

30.3 The price quoted in the Commercial Proposal shall be the only payment, payable by Organising Committee, 12th South Asian Games to the successful Bidder for completion of the contractual obligations by the successful Bidder under the Contract.

30.4 The terms of payment will be:

- Advance payment of 25% of the contract agreement value to be paid on signing of the contract agreement and submission of performance bank guarantee against the advance payment on application from the contractor
- Another 25 % will be paid after satisfactory certification of completion 50 % scope of works by OC-SAG or Concerned FA head.
- Balance 50% will be released within 30 days after closing ceremony of the games on the satisfactory certification by the OC-SAG or Concerned FA head.
- The price would be inclusive of all taxes, duties, charges and levies as applicable

30.5 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.

30.6 The Bidder should provide all prices, quantities as per the prescribed format given in Format for Bid Response – Commercial Bid. The Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate “0” (zero) in all such fields.

30.7 All costs incurred due to delay of any sort, shall be borne by the Bidder.

30.8 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.

31. 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 offer 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 RFP at anytime and to invite fresh bids in respect of the mandate herein proposed.
- d. 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.
- e. 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 pledge the credit of OC-SAG, make any representations or give any warranty on behalf of OC-SAG.
- f. 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 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 to any act or omission nor decision taken by OC-SAG.
- g. 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.
- h. The bidder must strictly comply with all terms and conditions herein.
- i. OC- reserves the right to call upon any or all the 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 anytime 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 bidders 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;

- j. 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;
- k. 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 .. 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.
- l. 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.
- m. 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.

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

32. 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.

33. GOVERNING LAW

This RFP is to be interpreted in accordance with the laws of India and with the ethical requirements of that jurisdiction. Only in Assam or Meghalaya Courts as the case may be, 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.

34. NO RIGHTS GRANTED

The parties recognize and agree that nothing in this RFP 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 be issued 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.

35. LOCAL CONDITIONS

- 35.1 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.
- 35.2 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.
- 35.3 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.

36. CANCELLATION OF GAMES

36.1 If the Games are not held for any reason:

- a This Agreement with 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 this Agreement.
- c Save as expressly stated in this Agreement, OC-SAG will not be liable in any way to the ‘Public Relations Agency’ by reason of the termination or cancellation.

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

- a) The **PR Agency** can use the Phrase ‘**Public Relations Agency** of OC-SAG’ in their stationery.
- b) Permission to the **Public Relations Agency** to use the photographs of the work done for the Games only after the games.
- c) Performance Certificate will be issued to the **Public Relations Agency** after satisfactory completion of works as per the contract.

The OC-SAG Logo, would however, not be used.

37. GENERAL CONDITIONS OF CONTRACT (GC)

A. General Provisions

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 “Applicant or bidder” means a party that submits, or intends to submit, a Bid;
- 1.3 “Bid” means a Bid submitted in response to this RFP;
- 1.4 “bidder” means any private or public entity that will provide the Services to the “OC-SAG” under the Contract.
- 1.5 ‘Business day’ means any day on which OC-SAG is open for business in Guwahati , not being a Saturday or Sunday.

- 1.6 “Public Relation Team” means the key personnel as required by the Applicant to deliver the Services
- 1.7 “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.
- 1.8 “Confidential Information” means the terms and conditions of this Agreement and all other documents , information, know-how and data, in any form and in any media relating to or concerning OC-SAG or connected with the staging of the Games in any media which is marked ‘Confidential’ or would reasonably be regarded as confidential , including but not limited to:
- (a) Strategies, projects, policies and business plans;
 - (b) Financial information;
 - (c) Marketing and advertising concepts, plans and materials;
 - (d) Advice; and
 - (e) Drawings, specifications, software, designs, models, plans, trademarks and logos.
- 1.9 “Day” means calendar day.
- 1.10 “Desirable” means a requirement having a significant degree of importance to the objective of the RFP
- 1.11 “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 11.
- 1.12 “Events” means all competitions, presentations, Volunteers and other events included in the Games including:
- (a) The opening and closing Volunteers.
 - (b) all the preliminary rounds , qualifying rounds, heats , semi-finals and finals of all competition (including demonstration sports, if any) held as part of the Games; and
 - (c) all medal presentations.
- 1.13 “Public Relation Agency ” means the successful applicant to this RFP who is awarded the work order;
- 1.14 “Games” means the 12th South Asian Games to be held in Gauhati, Assam and Shillong, Meghalaya.
- 1.15 “GC” mean these General Conditions of Contract.
- 1.16 “Government” means the Government of Assam and Meghalaya.

- 1.17 “Party” means “OC-SAG” or the bidder, as the case may be, and “Parties” means both of them.
- 1.18 “Services” means the work to be performed by the bidder pursuant to this Contract outlined in the scope of work.
- 1.19 “Third Party” means any person or entity other than the “OC-SAG”, or the bidder.
- 1.20 “In writing” means communicated in written form with proof of receipt.
- 1.21 “Intellectual Property Rights” means all intellectual and industrial property rights throughout the world in any media now in existence or developed in the future including without limitation, rights in the nature of any patent, trademark or service mark, copyright, visual image right, performance, recording or broadcast right, design, business name or trade secret or confidential information whether or not registered whether created by legislation or common law.
- 1.22 “OC-SAG” means the Organising Committee- 12th South Asian Games
- 1.23 “Scope of Work” means the scope of work required to be carried out by the successful Applicant.
- 1.24 “Must” or “mandatory” or “should” means a requirement that must be met in order for the Bid to receive consideration;
- 1.25 “RFP” means this Request for Proposal;
- 1.26 “Services” means the services required to be performed by the Bidder as 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. NA

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 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 Organising 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 it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an 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 42 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 Bidder or PR Agency’s agents or employees, nor (ii) any event which a diligent Bidder 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 Bidder 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 Bidder 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 PR Agency shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Bidder 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 PR Agency, upon instructions by “OC-SAG,” shall either: demobilize; or continue with the Services to the extent possible, in which case the

Bidder 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 40 & 41.

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 or breach 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 commits multiple or recurring breaches of this Agreement whether or not remedied.

18.1.4 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.

18.1.5 If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 40 & 41 hereof.

18.1.6 If the Bidder in the judgment of the “OC-SAG”, has engaged in this Agreement have a corresponding meaning;

18.1.7 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”.

18.1.8 If the Bidder places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to OC-SAG.

18.1.9 If a crime is committed by the PR Agency’s Personnel which OC-SAG reasonable considers may have the potential to adversely affect the OC-SAG’s reputation.

18.1.10 If the Bidder fails to provide the quality services as envisaged under this Contract, The Deputy Director (Communication FA) 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 (Volunteers) or any other designated official may decide to give one chance to the bidder to improve the quality of the services.

18.1.11 If the Games are cancelled.

18.1.12 If “OC-SAG”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

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 25 or GC 26 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 18.1.8, 18.1.10, 18.1.11, 18.1.9 remuneration pursuant to Clause GC 37 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 18.1.7, the bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the “OC-SAG” may consider to make 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. Under such circumstances, upon termination, OC-SAG may also impose liquidated damages as per the provisions of GC 44 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.

C. 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 commission, 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 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’ showing that such insurance has been taken out and maintained and that the current premiums therefor have been paid.

D. 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 provision 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 GC37 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 36 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 “OC-SAG”, shall take charge of the performance of such Services.

E. 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 OC-SAG 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 as when required.

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.

F. 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 , “OC-SAG” shall make to the bidder such payments and in such manner as is provided by GC (F) of this Contract.

G. 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 (41) hereof.

H. 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 5 days following the response of that party, clause GC 40 shall become applicable.

During a Dispute, each party must continue to perform its obligations under this Agreement.

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.

41.4 This clause 41 will not affect OC-SAG's rights to seek interlocutory relief in a court of competent jurisdiction.

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 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 Bidder 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 Bidder 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 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.
- 45.6 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.
- 45.7 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.
- 45.8 All claims regarding indemnity shall survive the termination or expiry of the Contract.
- 45.9 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 Organising Committee, 12th South Asian Games

I/WE

Of (insert business address)

Hereby submit our Bid in response to the Request for Proposal (RFP) for appointment of the Games PR Agency for the South Asian Games 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 180 days from2015.

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_____

Organisation Name_____

Title_____

Date_____

ANNEXURE-B

DETAILED SCOPE OF WORK

1. Scope Elements

The vision of the Organising Committee, 12th South Asian Games (OC-SAG) is to deliver the best ever South Asian Games. The OC-SAG has set up 16 Functional Areas (FAs) for planning different operational areas required for the delivery of the Games. One of these areas is Communications and its primary responsibility is to establish communication between the OC-SAG the general public, the media and its stakeholders. The Communications FA through an effective public relations programme seeks to support and build the image of the South Asian Games, OC-SAG and related parties and to expand the impact of these Games supporting event conduct and preparations.

Public relations will play an integral role in promoting and publicising the Games both nationally and internationally. The principal elements of support required of the successful Public Relations Agency will include developing a comprehensive PR strategy, provide communications strategy and programme implementation advise, support the implementation of the communications strategy and programme, proactive information dissemination on the activities of the OC-SAG and related parties, providing periodic update on the progress made in planning for the Games, managing media inquiries, interview requests and requests for information, proactively build a media network around the Games on a local and international basis with particular focus on major markets and supporting major strategic imperatives of the OC-SAG as may evolve from time to time, support issues management and resolution.

1.1 Objectives of the programme

The OC-SAG through its Communications Functional Area and therefore the Public Relations Agency seeks to address the following objectives:

- To build a programme of activities which will support the public relations effort of the OC-SAG in positioning and promoting the South Asian Games.
- Position the 12th edition of the South Asian Games as a prestigious, exciting “must attend” sporting event for domestic and overseas attendees.
- Develop an overarching positioning strategy for the South Asian Games, in association with the OC-SAG and the Association of the South Asian Olympic Council (SAOC) including the promotion of Games assets such as the branding devices, Games mascot and specific elements of the Games (for example: torch relay, 100 days to go; Ceremonies and major events around the Games).
- Create and maintain quantified levels of awareness and positive image for the Games and the OC-SAG and its stakeholders.

- Communicate key messages to ensure ongoing support from the Government of India, Government of Assam and Government of Meghalaya, corporate sector, media and the community.
- Proactively inform the public on matters such as the progress made on venues and other infrastructure projects, sports programme, achievement of relevant “milestones” laid down in the Games Master Schedule, ticketing programme, spectator information, etc.
- Work strategically with revenue functional areas (Sponsorship, Ticketing, TV Rights and Merchandising and Licensing) in order to coordinate and maximize the effectiveness of all communications and marketing efforts.

To fulfil the objectives as defined above, the OC-SAG intends appointing a professional Public Relations Agency that will undertake various services as outlined in the Scope of Work section. The Public Relations Agency engaged is required to provide a dedicated full time team of experienced professionals with demonstrable experience of carrying out public relations campaigns in the past. Part of this team would have to be co-located in the South Asian Games Secretariat, Guwahati and Shillong and would be supported by the PR Agency’s network and offices in the city and the country. The team would be required to develop a comprehensive public relations campaign to achieve the objectives of the OC-SAG including the broader issues discussed above. Specifically, the scope of work of the PR Agency will be as follows:

i. Communications Strategy:

The PR Agency is expected to develop an overarching public relations strategy to be executed with the OC-SAG. This strategy would be developed in consultation with the OC-SAG and shall detail amongst other things the following:

- Setting deliverable objectives and defining specific strategies using available strengths, i.e., stature of the Games, multiplicity of world class venues, city upgrades, etc.
- Detailed articulation of target audience, the rationale for these and the methods of communications and likely reach and impact deploying primarily public relations initiatives and where specifically agreed by the OC-SAG to be supported by advertising.
- Specific initiatives to build support for the Games and to address any negative or misinformed views and support demonstration of delivery at each phase of the plan. Put in place a crisis communication plan and strategy.
- Key messages and strategic messaging material, briefings and provide support to senior OC-SAG leaders/spokespersons to support the communications strategy.
- PR support for major OC-SAG events such as countdown events (Torch relay, 100 days to go), volunteer program campaign launch, ticketing launch, merchandise launch, radio jingle campaign, opening events for key competition venues and other important sites, etc.
- Work alongside the Host Broadcaster (HB) to facilitate better planning and production of the South Asian Games.

- Set up spread sheets or database to capture a way of finding data (Press Operations).
- Games time communication and public relations programme.
- Providing Press material in regional language for Vernacular media and suitably cost effective material for the national and international media.
- Activities planned at reaching out to international news wires, websites and foreign journalists in India especially from South Asian Countries.
- Set up an online communication medium or network with international media.
- Preparation of stories on games events and circulation during games time.
- Provide specific inputs and suggestions about the outdoor publicity in terms of advertisement content and locations.
- Devise effective Communication strategies to gather viewers on social media like Facebook, Twitter, Blog, etc.

ii. Media (Press) Operations:

- The PR Agency team will focus on proactively presenting current information to develop new stories and provide story leads to key journalists to support the Communications programme.
- The PR Agency has to gain maximum positive mindshare for the Games and the key stakeholders responsible for delivering the Games.
- The PR Agency should present information and stories of interest to the media in line with their editorial calendars.
- The PR Agency will provide regular updates on developments regarding the Games and the OC-SAG to key members of the media thereby reinforcing the OC-SAG commitment and strength towards making the Games a success.
- The PR Agency should proactively create opportunities that can be leveraged in the print, electronic and on-line media to position key spokesperson and related organisations.
- Developing media relations across verticals like business, local city, and general interest and with the international media fraternity in India in addition to sports journalism.
- Handling media and media requirement before/during Games at all the locations.

iii. Employee and Volunteer Communications:

The South Asian Games Secretariat of the OC-SAG will have a project based workforce which would be recruited specifically for the delivery of the Games. The paid staff and volunteers will be deployed across 16 Functional Areas (FAs). The workforce will comprise of staff from different industries and backgrounds and from different sources such as fresh graduates, employees of corporations and societies.

- The PR Agency will be required to support communications programs to attract the right talent and to support the OC-SAG's Workforce.
- To develop a strong internal communications programme to foster communications and understanding across the OC-SAG.

- To develop regular internal communications elements for this purpose, i.e., internal newsletter content, etc.

iv. Communications with Stakeholders:

The OC-SAG is working closely with several stakeholders including:

- The South Asian Olympic Councils (SAOC).
- Departments and agencies under the Government of India and Government of Assam and Government of Meghalaya.
- International Federations (IFs).
- National Olympic Committees (NOCs).
- Sponsors, suppliers, licensees and broadcasters (rights holders and non-rights holders).
- Other national/international bodies such as National Anti-Doping Agency (NADA)/World Anti-Doping Agency (WADA).
- National interest groups.
- Local and National media (Print and Electronic).

It is important that there is frequent communication between the OC-SAG and its stakeholders. The PR Agency is expected to draw innovative programs to facilitate these partnerships within the available priorities of the OC-SAG.

v. Website, Newsletters and Social Media:

- The PR Agency will deploy dedicated staff to manage the official website portal and social media accounts. The number of staff will be decided by the OC-SAG in consultation with the PR Agency.
- The PR Agency is to provide regular content and inputs for the official website. It is expected that the PR Agency team members stationed in the South Asian Games Secretariat, Guwahati and Shillong will work closely with all FAs to develop content for the website.
- Draft monthly external newsletters for external publics of the OC-SAG including all stakeholders and others.

vi. Addressing the business Community:

- The PR Agency will need to develop innovative programs, handouts, brochures, booklets, postings creating a positive perception of the Games and the OC-SAG to support the Marketing FA to raise all important resources including marketing of sponsorship/supplier arrangements, merchandising and sales of tickets.
- The PR Agency will have to provide editorial input for material that is intended to be used to raise revenues for the OC-SAG.

vii. Policies and Processes:

- To develop processes and policy in consultation with the Director, Communications and the head of the Communications' FA.
- The policies would be established in close cooperation with the SAOC and its established rules or guidelines. This would include non-Games time and Games time policies and processes.
- It also includes (but will not be restricted to) process for nomination of official spokesperson(s), media training for spokesperson(s), development of key messages, media code of conduct, protocols to be followed for crisis communication, etc.

viii. Games time role:

Excluded from the Public Relations Agency role will be Games time Press Operations which principally includes:

- Media handling and meeting media requirements at all the competition and non-competition venues and press (media) locations during the games.
- The delivery and management of press facilities and services at the Main Press Centre (MPC), Games Venues and Media accommodation and other facilities.
- The arrangement, communication and coordination of enabling services in conjunction with OC-SAG media service providing FAs such as Accreditation, Accommodation, Venue Development and Operations, Security, Marketing, Technology, Transport and other general media logistics and arrangements.

The Public Relations Agency will work closely and shall cooperate with the OC-SAG's Press Operations lead staff and will provide support as required and will leverage arrangements of Press Operations to deliver the Games time Communications responsibilities. The successful PR Agency will be responsible for developing a fully integrated support service including:

- Establishment of a central communications and issues management capacity/capability within the South Asian Games Secretariat, Guwahati and Shillong. Place two key personnel at the South Asian Games Secretariat, Guwahati and Shillong to function in close coordination with the OC-SAG who will be a link between OC-SAG and the PR Agency.
- Establishment of a media information support capacity/capability in the Main Press Centre (MPC) which will include the gathering and dissemination of information of interest to the Media to support the reporting of Games events/activities and related activities on a national and international basis.
- Handling communications at each of the major competition venues to support media information provision and to support Press Operations.
- Development of event and media information and story leads for circulation to Games media including through the networks established in the Main Press Centre (Note: this includes the development of Games results, historical results, Athlete biographies and Athlete background information and similar such base information).

- Development of a process for and the publication of up to date official Games website portal and social media- Facebook, Twitter, Blog and any other electronic mediums as may be determined. Also, information and news stories and the dissemination of such information via the OC-SAG channels including the Main Press Centre.
- Support to OC-SAG senior leadership to deliver effective Games time communications, manage issues and to both proactively and reactively deal with a broad variety of Games related questions for international and national media, major stakeholders and others. This will include the issuing of statements, coordination of media conferences, and development of rapid response capability and strategies in advance of the Games and the delivery of these during the Games as well as coaching and briefing of Games spokespersons.

ix. Main Press Centre (MPC):

The PR Agency will also be expected to manage the OC-SAG Main Press Centre (MPC) under the overall leadership of the Director, Communications. The Main Press Centre (MPC) would be responsible for media servicing, and the establishment of effective relationships, will help facilitate positive publicity and media opportunities both nationally and internationally. The Main Press Centre (MPC) will develop relationships with the media based on a philosophy of clear, effective, accurate and prompt communication of information. The PR Agency team in the Main Press Centre (MPC) shall manage the following:

- Coordinate with authorised spokesperson of the OC-SAG and respond to media queries as and when they are received.
- Prepare the first draft of Q&As and email interviews for OC-SAG authorised spokesperson.
- Proactively monitor editorial calendars for editorial and interview opportunities in the print and electronic media and work towards positioning OC-SAG's perspective in these stories.
- Draft, disseminate press releases to all national and international media & wire services and proactively follow up to facilitate culmination in media coverage.
- Organize periodic press events/press conferences for which the periodicity will be defined by mutual consent between the OC-SAG and the PR Agency or depending on the need. The PR Agency would be expected to plan and manage all logistics including creating invites, creation of press releases, managing RSVPs, preparing media kits, onsite management and post event report.
- All public relations for the OC-SAG including bio-data and pictures of all authorised spokespersons, notes on official position of the OC-SAG on key issues concerning the Games, media lists, etc.

x. Media Management

- Coordinating with media across the state/country.
- Answering the queries that come through OC-SAG and other stakeholders.
- Providing PR support to campaigns that will run in other South Asian nations through PR material.
- Coordinating with foreign correspondents based in India to achieve maximum media visibility and capture the mindshare of the international target audience.

xi. Reporting:

- The PR Agency will provide a regular report highlighting current activities concluded and defining work in progress which would be culminated in the near future.
- The frequency of this report will be reviewed and agreed by mutual consent; however, a weekly reporting schedule can be assumed.
- In addition, the PR Agency will also be expected to make a monthly presentation to the Senior Leadership on the progress and any issues related to the image and brand of the OC-SAG that requires immediate attention.
- The Senior Management of the PR Agency would be expected to meet the Director, Communications regularly and have monthly planning meetings. In these meetings, the PR Agency would be expected to present creative pitch ideas.

xii. International PR Support:

- The PR Agency would be expected to disseminate a press release every month in South Asian Games countries to provide updates to those nations in order to maintain the positive image of the South Asian Games.
- The PR Agency would not be required to travel outside the country to manage any campaign being executed in other nations; however, the PR Agency is expected to target international media through foreign correspondents based in India.

xiii. PR Agency Requirement at OC-SAG :

- The Public Relations Agency engaged is required to provide a dedicated full time team of experienced professionals with demonstrable experience of carrying out public relations campaigns in the past. Part of this team would have to be co-located in the South Asian Games Secretariat, Guwahati and Shillong and would be supported by the PR Agency's network and offices in the city and the country.
- The team structure must be clearly articulated and the team members who will be co-located to the South Asian Games Secretariat, Guwahati and Shillong of the OC-SAG need to be identified as part of the submission.

ANNEXURE-C

BANKGUARANTEEFORMAT (Performance Security Form)

1. Inconsideration of the Organising Committee, 12th South Asian Games (herein after called "OC-SAG") having agree to exempt _____ (hereinafter called the said Contractor (s) from the demand, under the terms and conditions of an agreement dated _____ made between _____ and _____ for (herein after called "the said Agreement"), of security deposit for the due fulfilment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of a bank Guarantee for Rs. _____ (Rupees _____ only).
2. We _____ (here in after referred to as "the Bank", Indicate Bank's name) at the request of _____ contractor(s) do hereby undertake to pay to the Organising Committee, 12th South Asian Games an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Organising Committee, 12th South Asian Games by reason of any breach by the said Contractor (s) of any terms or conditions contained in the said Agreement.
3. We _____ (Indicate the name of the bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Organising Committee, 12th South Asian Games stating that the amount claimed is due by way of loan or damage caused to or would be caused to or suffered by the Government by reason of breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by this Guarantee shall be restricted to an amount not exceeding Rs. _____
4. We undertake to pay to the Organising Committee, 12th South Asian Games, any money so demanded notwithstanding any dispute or disputes raised by the Contractor (s) / Supplier (s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor (s) / Supplier (s) shall have no claim against us for making such payment.
5. We, _____ (Indicate the name of the bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Organising Committee, 12th South Asian Games certifies that the terms and conditions of the said Contractor (s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the _____, we shall be discharged from liability under this Guarantee thereafter.
6. We, _____ (Indicate the name of the bank) further agree with the

Organising Committee, 12th South Asian Games, that the Organising Committee, 12th South Asian Games shall have the fullest liability without our consent and without effecting in any manner our obligations here under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Organising Committee, 12th South Asian Games against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) or for any forbearance, act or omission on the part of the Organising Committee, 12th South Asian Games or any indulgence by the Organising Committee, 12th South Asian Games to the said Contractor (s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s) / Supplier (s).
8. We, _____(Indicate the name of the bank) lastly undertake not to revoke this Guarantee during its conduct except with the previous consent of the Government in writing.
9. This Guarantee is governed by Indian law, place of jurisdiction and performance is India.

Date the ____ day of 2015

for _____

(Indicate the name of the bank)

ANNEXURE-D

1. FORM I: BIDDER PROFILE

The following section provides the forms which outline the content and the format that the Bidders are required to follow in the preparation and submissions of their Bids. Further the bidder needs to ensure that all information requested is provided. Non-Compliance to these conditions could lead to disqualification of bids.

Respondents are required to provide details of the company background in the following format

General Background		
Sr. No	Item	Detail
1.	Corporate Information	
2.	Company Name	
3.	Company Address	
4.	Name of Contact Person	
5.	Email Id	
6.	Telephone No.	
7.	Fax No.	
8.	Roles & Responsibilities (in case of consortium)	

Attachments:

- a) Certificate of Incorporation
- b) Service Tax Registration Certificate

ANNEXURE-E

2. FORM II: PAST CREDENTIALS

Please highlight your past credentials in undertaking similar work in the area of running Public Relations campaigns in the past relevant to this assignment. Please restrict your response to 10 (ten) credentials ONLY

Respondents are required to provide details in the following format

Credential No.	
Client Name	
Client Address	
Key Client Contact:	
Client contact available to provide reference if required	Yes / No
Scope of services provided to the client	
Value delivered to the client	
Approximate Contract value/ Billing (In INR)	
Services provided by (Name of the Firm)	

Attachments:

- a) Please provide evidence in terms of work orders/ copy of contracts to validate the scope of services / contract value / billing
- b) Bidders may provide additional material to show case their work carried out on the said credential. **PLEASE NOTE THAT THE SUBMISSION MUST BE BRIEF, CONCISE AND RELEVANT. UNNECESSARY INFORMATION SHALL ATTRACT NEGATIVE MARKING.**

ANNEXURE-F

3. FORM III: TEAM STRUCTURE AND PROFILE OF PERSONNEL

- In this section, the bidder is required to provide details of the key personnel (ONLY who are proposed to be deployed on the Project) in the format given below
- Please also provide the details of the proposed Team structure in the form of an Organogram (CVs of all team members mentioned in the team structure must be included. The team members who will be co-located to the OC-SAG need to be identified.)
- Please NOTE, it is critical to propose the team structure and team members who shall actually be deployed on the project. Any change of team members at a later date could result in non-compliance to service levels and thereby invite levying of penalties.

This section should have details around:

- Team Structure including a Team Leader/Account Director
- Profile / CVs of personnel (ONLY of personnel who will be deployed for the stated project)
- Staffing Schedule clearly indicating on-site and off-site deployment

The staffing schedule shall clearly identify the resources, duration, phrase, for which the resources shall be deployed, time for which the resources shall be deployed, on-site / off-site deployment etc.

Sr. No		
1.	Full Name of the Person	
2.	Proposed Role in the Project	
3.	Whether the service would be available full time for the project	Yes/No
4.	Education Details	[Indicate college/university and other specialized education of staff member giving names of institutions, degrees obtained and dates of obtainment
5.	Countries of work experience	[List countries where staff has worked in the last 10 years]
6.	Employment Record	[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment.] From [Year]: To [Year]: Employer: Positions held:
7.	Detailed task assigned for the project	[List all tasks to be performed under this assignment / job]
8.	Work undertaken that best illustrates capability to handle	Name of Assignment/ job or project: <ul style="list-style-type: none"> ▪ Year: ▪ Location: ▪ Employer: ▪ Main project features:

		<ul style="list-style-type: none">▪ Positions held:▪ Activities performed:▪ [Among the Assignment / jobs in which the staff has been involved, indicate the information for those Assignment/ jobs that best illustrate staff capability to handle the tasks listed under point 8.]
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ANNEXURE-G

4. FORM IV: APPROACH & METHODOLOGY

In this section the Bidder is expected to showcase understanding of the requirements of the Organising Committee, 12th South Asian Games and the Bidder's proposed Approach & Methodology including conceptualizing a phrase wise PR campaign. The bidder is required to detail the overarching PR Strategy to be adopted to reach out to the key target groups and provide details of activities and tactics it will seek to deploy to achieve this overarching strategy and the Scope of Work articulation in Section 7 of this tender.

The Bidders are suggested to present their Technical Bid divided into the following two chapters:

- a) Technical Approach & Methodology,
- b) Work Plan

ANNEXURE-H

5. FORM V: LETTER OF ASSOCIATION (IN CASE OF CONSORTIUM)

To be furnished on the letterhead of consortium member

To,

[Name of the Authorized Signatory of Prime Bidder]

[Designation of the Authorized Signatory of Prime Bidder]

[Legal name of the Prime Bidder]

[Complete address of the Prime Bidder]

Re: **Request for proposal (RFP) for appointment of Public Relations (PR) Agency for the Organising Committee, 12th South Asian Games .**

Dear

We, [**legal name of the consortium member**], hereby confirm our association arrangement with [**Legal name of the Prime Bidder**] for submitting proposal for the above captioned project and to execute the project, upon invitation to do so.

We will work closely with [**Legal name of the Prime Bidder**] to ensure that all necessary resources and management support are provided to achieve the objectives of the engagement should we be invited to execute this assignment.

We hereby state that neither we nor any of our employees/experts are part of or supporting any other Firm directly or indirectly for the purpose of this bid.

We look forward to the opportunity to work with you and the Organising Committee, 12th South Asian Games .

Yours truly

Signature

[Name of the Authorised Signatory of Consortium Member]

[Designation of the Authorized Signatory of Consortium Member]

[Legal name of the Consortium Member]

[Complete address of the Consortium Member]

ANNEXURE-I

6. FORM A: COMMERCIAL BID FORMAT

- Bidders are required to provide an all-inclusive 'Fees' based on the Scope of Work mentioned in Section 7. Please note that there should be no disclaimers restricting any commitment to the Organizing Committee.
- Bidder should provide the 'Fees' as per prescribed format under this Form. Bidder should not leave any field blank. In case the field is not applicable, bidder must indicate "0" (Zero) in all such fields.
- All the prices (including taxes) for 'Fees' are to be entered in Indian Rupees ONLY (Percentage (%) values are not allowed).
- It is mandatory to provide breakup of all Taxes, Duties and Levies wherever applicable and/or payable .
- The final Commercial Bid of the bidder shall be inclusive of all taxes, duties and levies including service tax, withholding tax etc.
- Purchaser shall take into account all Taxes, Duties and Levies for the purpose of evaluation.

Sr. No.	Details	Amount in INR
1.	Agency Fees Amount	
2.	Taxes (including service tax, education cess, etc. if any)	
3.	Total in figure 1+2 (INR)	
4.	Total in Words (INR)	

Payment Terms:

Period of Contract: From date of signing of Contract till 29th February 2016:

- All payments shall be made after adequate sign-offs on delivery of the services from CEO, OC-SAG or an authorized official of the OC-SAG and adjusting any applicable penalties for non-compliance to Service levels agreed at the time of signing of contract.
- Payment will only be made on a monthly basis or closure of contract, whichever is earlier.
- The contract value/price awarded to the successful bidder will only be based on 'Fees' for the scope of work as per section 7 of this tender document.

ANNEXURE-J

AGREEMENT FORM

THIS AGREEMENT made theday of....., 20... Between

(Name of purchaser) of..... *(Country of Purchaser)* (herein after called "the Purchaser") of the one part and *(Name of Supplier)* of *(City and Country of Supplier)* (herein after 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)* (herein after 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 sub mitted 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.

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

SL. NO.	BRIEF DESCRIPTION OF GOODS & SERVICES SUPPLIED	QTY	UNIT	Total Price	DELIVERY TERMS
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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:.....