

**“REQUEST FOR PROPOSAL”
(RFP)**

FOR

**‘Procurement of Insurance Coverage for
The South Asian Games – Guwahati and Shillong 2016’**

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

Date of Issue: 21/12/2015

Last Date of Submission of Proposal: 11/01/2016

RFP NO: OC-SAG/FNAC/002

Index

Contents:	Page No.
1. South Asian Games	03
2. 12 th South Asian Games	03
3. Summary of Bid	04
4. Instructions To Bidders	04
5. Purchase and Downloading of Tenders	05
6. Eligibility Criteria	05
7. Scope of Work	06
8. Cost of Bid	10
9. Earnest Money Deposit	10
10. Bid Schedule	11
11. Pre Bid Conference	12
12. Response to Bidders Queries	12
13. Submission of Proposal	13
14. Rejection Criteria	14
15. Correction of Error	15
16. Prices and Price Information	16
17. Confidentiality of RFP Document	16
18. Bidding Format	16
19. Documents To be Submitted	17
20. Evaluation Of Bids	18
21. Declaration of Successful Bidder	19
22. Right to Vary Scope of Work	19
23. Right to Accept any bid and to reject any or all Bids	19
24. Notification of Award	19
25. Signing of contract	20
26. Failure to agree with the Terms and Conditions of the RFP	20
27. Revelation of Commercials	20
28. Performance Security	20
29. Award Of Contract	21
30. Terms of Payment	21
31. Terms and Conditions	22
32. Conflict of Interest	24
33. Governing Law	24
34. No Rights Granted	24
35. Local Conditions	25
36. Cancellation Of Games	25
37. General Conditions	26
38. Annexures	43-50

1 The South Asian Games

The South Asian Games is 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 till 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 the 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 Procurement of Insurance coverage for The South Asian Games – Guwahati and Shillong 2016. The Insurance agency is required to execute and manage all the Insurance elements during 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 Finance and Accounts Functional Area (FA) Head is the issuing authority for the Work Order for this RFP.

The Insurance agency should cover accident insurance, general liability insurance, games officials liability insurance, criminal liability insurance, equipment coverage and insurance to cover claims arising from (a) injury or death of the athletes', volunteers, spectators, officials etc, (b) damage to the property (equipments), (c) activities related to practice or actual games, and (d) insurance cover to protect from losses in view of cancellation of the games on account of varied reasons such as natural calamities, unforeseen events, etc. due to occurrence and non-occurrence of event damaging the aim of games, use, ownership, set up and maintenance of playfield, cost of investigation and defending the sports personalities, etc. from any adversity.

This RFP should not be construed as a Work Order. A separate Work Order will be issued only after the selection of the successful Insurance 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 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 “Organising Committee South Asian Games 2016” Payable at Guwahati, Assam are deposited in the office of Organising Committee, South Asian Games, Nidhi Bhawan, NH-37, Lalmati, Basistha, Guwahati- 781029 on or before scheduled date given in this RFP.

6 ELIGIBILITY CRITERIA

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

- 6.1 The Insurance agency possessing a minimum of 10 years’ experience in India in providing Insurance coverage to reputed corporate houses/ firms as per job specifications.
- 6.2 The Insurance 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 Insurance agency should have valid PAN, VAT and Service Tax Registration.
- 6.4 The Insurance agency should have suitable work experience which matches the magnitude of National/International events. To this effect, it should produce a proof of certificate from the organisations for which they have worked.
- 6.5 The Insurance agency should be registered with IRDA and shall enclose a copy of the registration certificate as documentary evidence as a provider of insurance related services.
- 6.6 The Insurance agency should provide documentary proof of having registered office or

branch office in the state of Assam and Meghalaya along with address, telephone, email etc.

- 6.7** The Insurance agency should not have been blacklisted by any sports organizing committee or government bodies, for breach of any contract for providing the Insurance activities. An Affidavit to this effect may be enclosed along with the RFP.
- 6.8** The Insurance agency should provide an authorization letter from their respective Head Office, duly signed by an authorized officer, to submit the offers.

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 Finance and Accounts and one of its primary responsibilities is to provide protection to the OC-SAG and the general public, the media and its stakeholders. The Finance and Accounts FA through an effective Insurance coverage seeks to prevent losses resulting from unforeseen events, natural calamities, lawsuit and any other issues causing hindrance in the conduct of the games. The offer should cover full range of insurance coverage that protects sports organization, athletes, coaches, sports directors, volunteers, games officials, spectators etc. connected with the games.

7.2 Objectives of the programme

The proposed Insurance Cover shall be for a period of 20 days from 1st February 2016 to 20th February 2016

(a) COMPREHENSIVE GENERAL (PUBLIC) LIABILITY INSURANCE;

Should cover any legal liability to pay damage, claimant cost and expenses, which arise as a result and in connection with organization of South Asian Games, 2016. The Policy should cover General Liability including Third Party Liability, property damages, bodily injury or illness or death or any other diseases of any person caused by or arising from the sports event viz. South Asian Games, 2016.

Coverage: Third party. (i.e. Athletes, Team officials, Technical officials, Volunteers, Spectators etc.)

Required Extensions:

- (a) Third Party Liability
- (b) Completed Operations

- (c) Medical Payments
- (d) Fire Damage
- (e) F & B extension
- (f) Car parking
- (g) Swimming pool liability extension
- (h) Terrorism extension
- (i) Sudden and accidental pollution
- (j) Blanket Automatic additional insured including employee & family members premium
- (k) Premium Adjustments to be calculated on a pro-rata basis.

(b) WORKFORCE LIABILITIES;

Should provide, the cover for legal liability to pay the damage, claimant cost and expenses to the employees including temporary staff, volunteers, technical & non- technical persons, helpers etc. resulting from employees participation in the South Asian Games, 2016.

(i) Group Mediclaim Insurance

Coverage:

Cashless Facility in the Network hospitals of the Insurance Company.

In patient hospitalization – Expenses for hospitalization for more than 24 hrs subject to following sub limits:

- a.* Room, boarding including nursing care, RMO charges, of administration charges for IV fluids / blood transfusion/injection – 25% of sum insured, any one illness.
- b.* Medical practitioners, surgeon, anesthetist, consultants, specialist's fees - 25% of sum insured, any one illness.

(ii) Group Personal Accident Insurance

The Policy covers all the above named persons under a 24 hour Group Personal Accident policy against any bodily injury / death or disability described in benefits mentioned below due to an accident of any nature at any place.

Policy Benefit Coverage: -

- 1) Accidental Death

- 2) Permanent Total Disability (PTD)
- 3) Permanent Partial Disability (PPD)
- 4) Terrorism Cover
- 5) Any other insurance cover

(c) EVENT / SPORTS EQUIPMENT DAMAGE COVER

Should provide, the cover for any loss or damages to sports/event equipment that are the responsibility of South Asian Games Organizing Committee during the course of organization of the South Asian Games, 2016. The policy should also provide insurance cover towards damages on account of theft, any act of vandalism including any item borrowed or hired.

(c) CANCELLATION, ABANDONMENT OR ANY OTHER LIABILITIES;

The insurance cover should include the irrecoverable cost incurred as a result of unavoidable cancellation/abandonment/postponement of the South Asian Games, 2016 for reasons beyond the control of the Organizing Committee. It should also cover the damages on account of adverse weather conditions, war, act of terrorism and natural calamities.

The bidder is also required to propose any items /liability to be covered for covering risk for smooth performance of the sport event.

(d) POLICY DEFINITIONS:

(i) Occurrence: Occurrence means an event, including continuous or repeated exposure to substantially the same general conditions. With regards to advertising liability, all liability arising out of the same injurious material or act regardless of the number or kind of media used, the frequency or repetition thereof and number of claimants shall be deemed to be on occurrence.

(ii) Personal Injury: Bodily injury, death, sickness, disease, disability, shock, freight, mental anguish, and mental injury, including loss of services, loss of consortium, and or loss of dependency resulting thereof; false arrest, false imprisonment, wrongful eviction, wrongful entry, wrongful detention, malicious prosecution or humiliation, breach of confidentiality, trespass or nuisance; assault and battery not committed by or at the direction of the insured unless committed for the purpose of preventing personal injury or property damage or eliminating danger to persons or property; libel, slander, defamation (other than Advertising Liability libel slander or deformation) of character or invasion of the right of privacy, right of way, right of light, air or water, easement of quasi easement or the like; discrimination as a result of race, religion, sex, marital status, age, intellectual impairment, disability or otherwise (unless insurance thereof is prohibited by law) not committed by or at the intention direction of the insured, but only with respect to liability other than fines and penalties imposed by law.

(iii) Property Damage: Loss of physical injury to or destruction of tangible property including the loss of use thereof at any time resulting there from; or Loss of use of tangible property which has not been physically injured or destroyed provided such loss of use aroused out of an occurrence; or evacuation costs arising from actual or threatened physical destruction of or damage to tangible property or physical injury.

(iv) Advertising Injury:(a) libel, slander, defamation; any infringement of patent, copyright, design, title or slogan; any infringement of trade mark, service mark or trade name in a title or slogan but only where used on or in connection with goods or services sold, offered for sale or advertised; privacy of unfair competition or idea misappropriation under an implied contract; any invasion of right of privacy; (b) committed or alleged to have been committed and arising out of the insured's advertising activities

(v) Product Liability: Products Liability means Personal Injury or property Damage arising out of either the Insured's products or work or operations including materials, parts or equipment furnished in connection with such work or operations performed by or on behalf of the insured or, reliance upon a representation or warranty made at any time with respect thereto, but only if the personal injury or property damage occurs away from premises owned or controlled by or leased or rented to the insured and after physical possession of insured products or work or operations have been relinquished to others.

Serial No.	Category of Population	Indicative Population	Amount in INR	
			Accident	Medical
1	Spectator (on any given day)	10000 - 15000	1,00,000	
2	Athletes	3400	3,00,000	2,00,000
3	Team officials	1100	3,00,000	2,00,000
4	Technical officials	1400	3,00,000	2,00,000
5	Volunteers	4000	3,00,000	2,00,000
6	Workforce	500	3,00,000	2,00,000
7	VIPs and Dignitaries	2000	3,00,000	2,00,000

Capital Assets to be insured

Serial No.	Description	Amount in INR
1	Sports Equipment and other Assets including transit insurance; overall outlay	4,00,00,000

8 COST OF BID

- 8.1 A non-refundable tender fee of INR 2,000/- 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, Nidhi Bhawan, NH-37, Lalmati, Basistha, Guwahati- 781029 on or before scheduled closing date and time given in this RFP along with the tender document.
- 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 INR 50,000/- (INR Fifty 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 2,000/- and INR 500/-
2	Publishing of RFP through e-tender	21-12-2015
3	Earnest Money Deposit (EMD)	INR 50,000/- (Rupees Fifty Thousand only)
4	Last date for submission of written queries for clarifications.	28-12-2015 up to 1500 Hrs. To: finance.ocsag@gmail.com Director Finance and Accounts, C/o Office of the OC-SAG, Nidhi Bhawan, NH-37, Lalmati, Basistha, Guwahati- 781029.
5	Release of response to clarifications (by email only)	31-12-2015
6	Date of Pre-Bid conference and Venue.	02-01-2016 at 1500 Hrs. at the Office of the Organising Committee, 12th South Asian Games, Nidhi Bhawan, NH-37 Lalmati, Basistha, Guwahati- 781029
7	Last date and time (deadline) for receipt of proposals in response to RFP notice (online only)	11-01-2016, 1100 Hrs.
8	Place, Time and Date of opening of Technical proposals received in response to the RFP notice	11-01-2016, 1500 Hrs. at office of the Organising Committee, 12th South Asian Games, Nidhi Bhawan, NH-37 Lalmati, Basistha, Guwahati- 781029
9	Place, Time and Date of opening of Commercial proposals received in response to the RFP notice	12-01-2016, 1130 Hrs. at office of the Organising Committee, 12th South Asian Games, Nidhi Bhawan, NH-37 Lalmati, Basistha, Guwahati- 781029
10	Contact Person for queries	Finance and Accounts FA Head finance.ocsag@gmail.com
11	Addressee and Address at which	Office of the Organising Committee,

proposal in response to RFP notice is to be submitted	12th South Asian Games, Nidhi Bhawan, NH-37 Lalmati, Basistha, Guwahati- 781029
-------------------------------------------------------	------------------------------------------------------------------------------------------------

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

11 PRE-BID CONFERENCE

OC-SAG will host a Pre-Bid Conference, scheduled on 02-01-2016 at 1500 Hrs **at the office of the Organising Committee, 12th South Asian Games, Nidhi Bhawan, NH-37 Lalmati, Basistha, Guwahati- 781029**. 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	Content of RFP requiring clarification	Points of Clarification required.

	number/page)		
--	---------------------	--	--

- 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 INR 50000/- (Rupees Fifty 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 19.1.
- 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, Nidhi Bhawan, NH-37,Basistha, Guwahati- 781029 any working day up to 11-01-2016 till 1100 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 Documents Do Not Open: Procurement of Insurance Coverage for The South Asian Games – Guwahati and Shillong 2016”

- 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 Bid

- 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.
- 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/arithmetic discrepancies in the commercial bid, if any.
- Any Commercial Bid that does not comply with the conditions laid down by OC-SAG.

14.2 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 10 years.

19.1.5 Documents for Income Tax PAN, TIN/Sales Tax, Service Tax Registration, etc.

19.2 TECHNICAL BID

19.2.1. All Bidders that meet the requirements of eligibility criteria will be deemed to be technically qualified

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 20.1 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. Single tiered evaluation procedure will be adopted for evaluation of proposals, with the eligibility criteria evaluation being completed before the commercial proposals are opened and compared.
- b. OC-SAG will review the documents of the bidders to determine whether the bids meet the eligibility criteria. The Bids that are not substantially responsive are liable to be disqualified. OC-SAG may seek inputs from their professional, external experts in the eligibility and commercial evaluation process.
- c. The commercial bids for the eligible bidders will then be opened and reviewed to determine whether the commercial bids are substantially responsive.

20.1 PHASE I: COMMERCIAL BID

20.1.1 The Commercial 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.

20.1.2 The OC-SAG shall evaluate and declare a Bid technically qualified if it fulfils the eligibility criteria specified above.

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

20.1.3.1 All such technically qualified bids shall be evaluated.

20.1.3.2 Evaluation will be done only on the total cost quoted by the Insurance agency.

20.1.3.3 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.

20.2 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.

21 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.

22 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.

Please note that OC-SAG will prefer any Insurance agency willing to come as a sponsor for the South Asian Games, 2016.

The preferred will be given the – “Official Insurance Partner” status. The selected Insurance Partner shall enjoy high degree of visibility in the Stadiums and during the telecast of the Events by the Official Host Broadcaster. In the case of the Official Insurance Partner, OC-SAG will make payment for the insurance premium net of the amount offered for the status of Official Partner.

23 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.

24 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.

25 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.

26 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.

27 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 50% of the contract agreement value to be paid on signing of the contract agreement with submission of Bank Guarantee against the advance payment @ 110% on application from the bidder
 - Balance payment of 50% on the day of the start of the Insurance coverage policy
- 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 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.
- c. OC-SAG reserves the right to extend the time for submission of bids at its sole discretion at any time prior to the Due Date.
- d. Save as expressly authorized by OC-SAG in writing the service provider shall not without OC-SAG's prior express approval incur any liabilities on behalf of OC-SAG pledge the credit of OC-SAG, make any representations or give any warranty on behalf of OC-SAG.
- e. The mere submission of bids in response to this RFP by a bidder, or the rejection thereof by OC-SAG in its absolute discretion, shall not itself constitute any relationship, legal or otherwise between OC-SAG and the bidder or 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.
- f. In the event of any misstatement or misrepresentation being discovered or detected in the information furnished/documents submitted by the bidder in response to this advertisement /RFP or at any later stage or in the event any contravention by the bidder of the conditions and criteria stipulated by OC-SAG, the appointment/engagement of the bidder shall stand terminated /cancelled and no further fee shall be payable or be paid by OS-SAG to the bidder and the Earnest Money Deposit/performance guarantee, as applicable, submitted by the bidder shall be forfeited forthwith by OC-SAG, without any further notice.
- g. The bidder must strictly comply with all terms and conditions herein.
- h. OC- 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 any time prior to the finalizing the Bid; however, this shall not be construed to confer any kind of right or entitlement to the bidder to submit any additional Document/ Information after the submission of its Bid. Further, OC-SAG may call upon any or all the 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;

- i. OC-SAG is not bound to accept the lowest Commercial Bid as the technical competence, legal standing of the Bidder and the quality of services anticipated to be provided by the Bidder (to be determined primarily on the basis of the documents /information provided by the bidder or presentation made by the bidder) shall be material criteria for awarding the Bid;
- j. Any and all information contained in the Bid document has been furnished by OC-SAG in good faith and with the sole objective to assist the bidder to assess and respond to the RFP . The Bid Document does not constitute an offer or solicitation; while reasonable effort has been made to provide such information which is necessary for the bidder to evaluate the essential scope of the engagement and opportunity under the Bid Document, however, the information contained in the Bid Document is only indicative and is not intended to exhaustively cover every element of the proposed opportunity. OC-SAG does not warrant the accuracy or completeness of the information contained in the Bid document.
- k. The bidder shall maintain and provide at its own expense and to the reasonable satisfaction of OC-SAG such offices and other premises administration facilities and marketing organization as may be necessary for the efficient and effective performance of its obligations under this Agreement.
- l. While due care has been taken by OC-SAG to provide information as is reasonably necessary for the bidder to evaluate the opportunity contained in the Bid Document, OC-SAG shall not be responsible or in any way be held liable for any inaccuracy or errors or omission or fact contained herein, nor for the consequences of any reliance by the bidder upon any information or representation contained herein in the event of any loss and/ or damage suffered by the bidder on account of such reliance upon information or representation contained in the Bid Document. This Bid Document is OC-SAG privileged and is given for the benefit of OC-SAG solely in relation to the above invitation for RFP. It is not to be transmitted to any other person nor is it to be relied upon by any other person or for any other purpose or quoted or referred to.

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 ‘Insurance Agency’ by reason of the termination or cancellation.

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

- a) The **INSURANCE Agency can** use the Phrase ‘**Insurance Agency** of OC-SAG’ in their stationery.
- b) Permission to the **Insurance Agency to** use the photographs of the work done for the Games only after the games.
- c) Performance Certificate will be issued to the **Insurance 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 “Insurance 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 “Insurance 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 Insurance 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 INSURANCE 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 INSURANCE 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 Insurance 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 Games are cancelled.

18.1.11 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 Procurement of Insurance Coverage for The South Asian Games – Guwahati and Shillong 2016 and undertake to execute and complete the services as we will be reasonably required to perform in accordance with our Bid, the RFP requirements and final work order to be issued by OC-SAG.

This RFP shall remain valid to be accepted by OC-SAG and shall not be withdrawn for a period of 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

(a) COMPREHENSIVE GENERAL (PUBLIC) LIABILITY INSURANCE;

Should cover any legal liability to pay damage, claimant cost and expenses, which arise as a result and in connection with organization of South Asian Games, 2016. The Policy should cover General Liability including Third Party Liability, property damages, bodily injury or illness or death or any other diseases of any person caused by or arising from the sports event viz. South Asian Games, 2016.

Coverage: Third party. (i.e. Athletes, Team officials, Technical officials, Volunteers, Spectators etc.)

Required Extensions:

- (a) Third Party Liability
- (b) Completed Operations
- (c) Medical Payments
- (d) Fire Damage
- (e) F & B extension
- (f) Car parking
- (g) Swimming pool liability extension
- (h) Terrorism extension
- (i) Sudden and accidental pollution
- (j) Blanket Automatic additional insured including employee & family members premium
- (k) Premium Adjustments to be calculated on a pro-rata basis.

(b) EMPLOYEES LIABILITIES;

Should provide, the cover for legal liability to pay the damage, claimant cost and expenses to the employees including temporary staff, volunteers, technical & non-technical persons, helpers etc. resulting from employees participation in the South Asian Games, 2016.

(i) Group Medclaim Insurance

Coverage:

Cashless Facility in the Network hospitals of the Insurance Company.

In patient hospitalization – Expenses for hospitalization more than 24 hrs subject to following sub limits

a. Room, boarding including nursing care, RMO charges, and administration charges for IV fluids / blood transfusion/injection – 25% of sum insured, any one illness.

b. Medical practitioners, surgeon, anesthetist, consultants, specialist's fees - 25% of sum insured, any one illness.

(ii) Group Personal Accident Insurance

The Policy covers all the above named persons under a 24 hour Group Personal Accident policy against any bodily injury / death or disability described in benefits mentioned below due to an accident of any nature at any place.

Policy Benefit Coverage: -

- 1) Accidental Death
- 2) Permanent Total Disability (PTD)
- 3) Permanent Partial Disability (PPD)
- 4) Terrorism Cover
- 5) Any other insurance cover

(c) EVENT / SPORTS EQUIPMENT DAMAGE COVER

Should provide, the cover for any loss or damages to sports/event equipment that are the responsibility of South Asian Games Organizing Committee during the course of organization of the South Asian Games, 2016. The policy should also provide insurance cover towards damages on account of theft, any act of vandalism including any item borrowed or hired.

(c) CANCELLATION, ABANDONMENT OR ANY OTHER LIABILITIES;

The insurance cover should include the irrecoverable cost incurred as a result of unavoidable cancellation/abandonment/postponement of the South Asian Games, 2016 for reasons beyond the control of the Organizing Committee. It should also cover the damages on account of adverse weather conditions, war, act of terrorism and natural calamities.

The bidder is also required to propose any items /liability is required to be covered

for covering risk for smooth performance of the sport event.

(d) POLICY DEFINITIONS:

(i) Occurrence: Occurrence means an event, including continuous or repeated exposure to substantially the same general conditions. With regards to advertising liability, all liability arising out of the same injurious material or act regardless of the number or kind of media used, the frequency or repetition thereof and number of claimants shall be deemed to be on occurrence.

(ii) Personal Injury: Bodily injury, death, sickness, disease, disability, shock, fright, mental anguish, and mental injury, including loss of services, loss of consortium, and or loss of dependency resulting thereof; false arrest, false imprisonment, wrongful eviction, wrongful entry, wrongful detention, malicious prosecution or humiliation, breach of confidentiality, trespass or nuisance; assault and battery not committed by or at the direction of the insured unless committed for the purpose of preventing personal injury or property damage or eliminating danger to persons or property; libel, slander, defamation (other than Advertising Liability libel slander or deformation) of character or invasion of the right of privacy, right of way, right of light, air or water, easement of quasi easement or the like; discrimination as a result of race, religion, sex, marital status, age, intellectual impairment, disability or otherwise (unless insurance thereof is prohibited by law) not committed by or at the intention direction of the insured, but only with respect to liability other than fines and penalties imposed by law.

(iii) Property Damage: Loss of physical injury to or destruction of tangible property including the loss of use thereof at any time resulting there from; or Loss of use of tangible property which has not been physically injured or destroyed provided such loss of use aroused out of an occurrence; or evacuation costs arising from actual or threatened physical destruction of or damage to tangible property or physical injury.

(iv) Advertising Injury: (a) libel, slander, defamation; any infringement of patent, copyright, design, title or slogan; any infringement of trade mark, service mark or trade name in a title or slogan but only where used on or in connection with goods or services sold, offered for sale or advertised; privacy of unfair competition or idea misappropriation under an implied contract; any invasion of right of privacy; (b) committed or alleged to have been committed and arising out of the insured's advertising activities

(v) Product Liability: Products Liability means Personal Injury or property Damage arising out of either the Insured's products or work or operations including materials, parts or equipment furnished in connection with such work or operations performed by or on behalf of the insured or, reliance upon a representation or warranty made at any time with respect thereto, but only if the personal injury or property damage occurs away from premises owned or controlled by or leased or rented to the insured and after physical possession of insured products or work or operations have been

relinquished to others.

Serial No.	Category of Population	Indicative Population	Amount in INR	
			Accident	Medical
1	Spectator (on any given day)	10000 - 15000	1,00,000	
2	Athletes	3400	3,00,000	2,00,000
3	Team officials	1100	3,00,000	2,00,000
4	Technical officials	1400	3,00,000	2,00,000
5	Volunteers	4000	3,00,000	2,00,000
6	Workforce	500	3,00,000	2,00,000
7	VIPs and Dignitaries	2000	3,00,000	2,00,000

Capital Assets to be insured

Serial No.	Description	Amount in INR
1	Sports Equipment and other Assets including transit insurance; overall outlay	4,00,00,000

ANNEXURE-C

BANK GUARANTEE FORMAT FOR ADVANCE PAYMENT

WHEREAS on or about the.....day of.....
M/s..... a company registered **under** the Companies act
1931/1956 and having its registered office at(hereinafter referred to as 'The Contractor') entered into an agreement bearing No.....(hereinafter referred to as 'The Contract') with the President of India acting through the Chief Executive Officer, Organising Committee, 12th South Asian Games, Nidhi Bhawan, Lalmati, NH-37, Basistha, Guwahati-29 (hereinafter referred to as 'The Government') for.....(hereinafter referred to as '.....').

2.AND WHEREAS under the terms and conditions of the contract an amount of Rs.....(Rupees.....)Only) representing Percent advance payment out of a contract value of Rs..... (Rupees.....)Only)is to be paid by government to the contractor.

3.AND WHEREAS AND WHEREAS the Government has agreed in pursuance of the said terms and conditions of the contract to make an advance payment of Rs..... (Rupeesonly) to the Contractor on the Contractor furnishing a Bank Guarantee in the manner herein contained.

4.NOW WE..... (Bank) in consideration of the Government having agreed to pay to the Contractor an advance payment of Rs..... (Rupees.....)only)do hereby agree and undertake to indemnify the Government and keep the Government indemnified to the extent of a sum not exceeding the said sum of Rs. (Rupees..... only) against any damage or loss that may be suffered by the Government by reason of non-fulfillment of any of the terms and conditions of the contract by the Contractor.

5. We,..... (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, Nidhi Bhawan, Lalmati, NH-37, Basistha, Guwahati-29 on behalf of the Government stating that the amount claimed is due by way of loss 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 and conditions contained in the said agreement or by reason of the Contractor(s) '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 the Bank under this guarantee. However, our liability under this guarantee, shall be restricted to an amount not exceeding Rs.....(Rupees.....)only).

6.We,..... (Bank) undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(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 thereunder and the contractor(s) shall have no claim against.

7.AND We,..... (Bank) hereby further agree that the decision of the said Organising Committee, 12th South Asian Games as to whether the Contractor has committed breach of any such terms and conditions of the contract or not and as to amount of damages or loss assessed by the said Organising Committee, 12th South Asian Games as damage or loss suffered by the government on account of such breach would be final and binding on us.

8.We.....(Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder 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 Government 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 commission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving us.

9.This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

10.Our guarantee shall remain in force until..... And unless a claim under the guarantee is lodged with us within six months form that date all rights of the government under the guarantee shall be relieved and discharged form all liabilities thereunder.

Dated the day of200

For
(Indicate the name of 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-H

2. 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 Procurement of Insurance Coverage for The South Asian Games – Guwahati and Shillong 2016.**

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

3. FORM A: COMMERCIAL BID FORMAT

- Bidders are required to provide an all-inclusive 'Premium' 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 'Premium' 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 'Premium' 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.	Insurance Premium	
2.	Taxes (including service tax, education cess, etc. if any)	
3.	Total in figure 1+2 (INR)	
4.	Total in Words (INR)	