

**“REQUEST FOR PROPOSAL”  
(RFP)**

**FOR**

**APPOINTMENT OF A MERCHANDISING AGENCY  
FOR THE 12<sup>TH</sup> SOUTH ASIAN GAMES**

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

Date of Issue: 10/11/2015

Last Date of Submission of Proposal 1/12/2015

RFP No: OCSAG 2016/MKT/01

## Contents:

<b>Index</b>	<b>Page No.</b>
1. South Asian Games	-----03
2. 12 <sup>th</sup> South Asian Games	-----03
3. Summary of Bid	-----04
4. Instructions to Bidders	-----04
5. Purchase and Downloading of Tender Forms	-----05
6. Eligibility Criteria	-----05
7. Scope of Work	-----06
8. Cost of Bid	-----07
9. Earnest Money Deposit	-----07
10. Bid Schedule	-----08
11. Pre-Bid Conference	-----09
12. Response to Bidder's Queries	-----09
13. Submission of Proposal	-----10
14. Rejection Criteria	-----12
15. Correction of Error	-----13
16. Prices and Price Information	-----13
17. Confidentiality of RFP Document	-----14
18. Bidding Format	-----14
19. Documents to be submitted with the Bid	-----14
20. Evaluation of Bids	-----15
21. Declaration of a Successful Bidder	-----17
22. Right to vary Scope of Work	-----17
23. Right to Accept any Bid and to Reject any or all Bids	-----17
24. Notification of Award	-----17
25. Signing of Contract	-----17
26. Failure to Accept the Terms and Conditions of the RFP	-----18
27. Revelation of Commercials	-----18
28. Performance Security	-----18
29. Award of Contract	-----19
30. Terms of Depositing License Fee	-----19
31. Terms and Conditions	-----19
32. Conflict of Interest	-----22
33. Governing Law	-----22
34. No Rights Granted	-----22
35. Local Condition	-----22
36. Cancellation of Games	-----23
37. General Conditions	-----24
A1. Annexure 1	-----42
A2. Annexure 2	-----43
A3. Annexure 3	-----44
A4. Annexure 4	-----46
A5. Annexure 5	-----48
A6. Annexure 6	-----49

## 1. The South Asian Games

The 12th South Asian Games are a bi-annual multinational multi-sport event held amongst the athletes from South Asia. The governing body of these games is South Asia Olympic Council (SAOC) formed in 1983. At present, (SAOC) 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 32<sup>nd</sup> 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 12<sup>th</sup> South Asian Games

The 12<sup>th</sup> South Asian Games will be held in Guwahati, Assam and Shillong, Meghalaya, India from 6<sup>th</sup> to 16<sup>th</sup> February 2016. The Organising Committee - 12<sup>th</sup> South Asian Games (OC-SAG) has stated its vision to be the best South Asian Games to date with impeccable standards of services to be provided to athletes, officials and the general public. In delivering the best ever South Asian Games OC-SAG will:

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

### Sports

There will be 23 sport disciplines for the 12<sup>th</sup> 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	Tennis		

#### Shillong, Meghalaya

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

### **3. SUMMARY OF THE BID**

This Request for Proposal (RFP) is issued by OC SAG to obtain Bids for the appointment of a Merchandising Agency to manage end-to-end merchandise production, sales and distribution for the South Asian Games, Guwahati and Shillong-2016 to be held in February 2016.

In the South Asian Games, 2016, there will be approximately 4500 athletes and Games Officials, 4000 volunteers, 23 sports events, International and national media, VIP's, Dignitaries and many other important persons from the SAOC countries

The successful bidder will be required to manage end-to-end merchandise production, sales and distribution for the South Asian Games including identifying and providing a strategy on the development of the South Asian Games brand through merchandise products; design, production, delivery and management of merchandise items for the purpose of sale to the public based upon the approved guidelines and scope of work that is assigned by OC SAG 2016; integrating the South Asian Games 2016 logo and mascot logo in to the merchandise products.

They will also be required to operate and manage the merchandise outlets at the South Asian Games competition venues (in both Guwahati and Shillong) including deploy, train and manage their staff.

The agency will pay OC SAG 2016 a lump sum amount as the license fee for the production, distribution and selling of the merchandise products and the agency will keep all the sales.

The agency will deliver and manage a variety of financial, operational and statistical reporting requirements.

It is also expected that the successful merchandising agency will provide consultation on all merchandise related matters such as operational procedures, timelines, venue configurations, design, security etc.

The agency will be given sale outlets at South Asian Games 2016 competition venues, details of which are in Annexure 5. This list is subject to change.

### **4. INSTRUCTIONS TO BIDDERS**

4.1 Tender documents can be downloaded from the website [www.southasiangames2016.com/Tenders.aspx](http://www.southasiangames2016.com/Tenders.aspx) as per the dates already mentioned. The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be

at the bidder's risk and may result in rejection of the proposal and forfeiture of the bid. The tender fees shall not be refunded even if the bid is not submitted.

## **5. PURCHASE AND DOWNLOADING OF TENDER FORMS:**

- 5.1 The Tender document is uploaded on website [www.southasiangames2016.com/Tenders.aspx](http://www.southasiangames2016.com/Tenders.aspx) . The Tender document and its supporting documents have to be downloaded from the same by filling Demand Draft details online. Subsequently, Bid has to be prepared and submitted OFFLINE 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 “Organising Committee South Asian Games 2016” Payable at Guwahati, Assam are deposited in the office of Organising Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040 on or before scheduled date given in this RFP.

## **6. ELIGIBILITY CRITERIA**

The agencies intending to bid for appointment as Merchandising and Licensing Agency for the 12<sup>th</sup> South Asian Games, Guwahati and Shillong-2016 shall fulfill the following pre-qualification criteria:

- 6.1 The bidder (in case of a consortium, the principal bidder) should be a registered business entity (company/partnership firm) and should have been operating for at least 3 years.
- 6.2 The bidder (in case of a consortium, the principal bidder) should have an annual turnover of INR 20,00,000 (Rupees Twenty Lakhs) in the last 3 years.
- 6.3 The bidder (in case of a consortium, the principal bidder) should have been in the business of managing end-to-end merchandising operations for at least 3 years.
- 6.4 The bidder (in case of a consortium, the principal bidder) will get preference for having handled at least a single event where the upfront fees paid were INR 2 Lakhs or above.
- 6.5 Letter of Understanding/Association amongst the Consortium partners towards each other.

6.6 Have Income Tax PAN, TIN/Sales Tax, Service Tax Registration, etc.

## **7. SCOPE OF WORK**

The broad scope of work of the merchandising agency includes

- Identifying and providing a strategy on the development of the South Asian Games brand through merchandise products.
- The design, production, delivery and distribution of merchandise items for the purpose of sales to the public.
- Showcasing the merchandise items on an online platform
- Production of the merchandise products with top quality standards as approved by OC SAG
- Integrating the South Asian Games 2016 logo as well as the Games mascot into the merchandise products to promote the South Asian Games brand.
- The operation and management of merchandise outlets at the South Asian Games competition venues including the deployment, training and management of staff and storage of merchandise products. OC SAG will provide space at venue outlets. Any other specific technology and hardware required for merchandise sales, has to be managed by the appointed agency.
- Layout and design of the allocated space will be designed by the agency and mutually agreed upon.
- The agency must develop and implement a delivery schedule for vehicles entering the Games venue in accordance with OC SAG policies and procedures.
- The requisite clearance from statutory agencies under relevant laws shall be the responsibility of the agency.
- The agency shall provide details of all workforce and other requirements to get accreditation of its staff and entry passes for vehicles transporting merchandise.
- The agency is required to sell the merchandise at rates mutually agreed between the Agency and the OC SAG and shall be mentioned in the agreement.
- All maintenance of merchandise stalls including insurance etc. shall be the responsibility of the agency.
- Prepare a daily report on the number of merchandise items sold and during Games time.
- The agency will pay OC SAG a lump sum as the license fee for the production, distribution and selling of the merchandise products and the agency will keep all the sales.
- Pricing for the merchandise items will be based on the premise that prices are to be no greater than prices at comparable international sporting events in Assam or India held within 12 months prior to the South Asian Games 2016. Final approval of merchandise products to be sold and the price remains with OC SAG.

The Bidders are required to refer to the detailed scope of work which is shown in Annexure 2

## 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. These said Demand Draft/ Banker Cheque should be from a Nationalized Bank drawn in favour of “Organising Committee South Asian Games” Payable at Guwahati, Assam and be submitted at the office of Organising Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040 on or before scheduled date given in this RFP along with the tender papers.

8.2 As part of the Bid, the bidder shall enclose the Demand Drafts in a separate envelope i.e. Envelope#1 and clearly marked as “**Demand Draft for Tender Document Fee and Tender Processing Fee**” and send along with the Bid document.

## 9. EARNEST MONEY DEPOSIT

9.1 Bidders shall submit, along with their Bids, EMD of INR 25,000/- (INR Twenty Five Thousand Only), in the form of a Demand Draft or Bankers Cheque from any nationalized bank in favour of the CEO, Organising Committee, 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, South Asian Games 2016 after the award of contract. The bid security, for the amount mentioned above, of successful bidder will be returned upon submission of Performance Guarantee.

9.3 The bid security amount is interest free and will be refundable to the unsuccessful bidders without any accrued 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 schedule is given below. OC-SAG retains the right to vary or discontinue the process or any part thereof at its absolute discretion.

Sr. No	INFORMATION	DETAILS
1	Non- Refundable Tender Cost and Tender Processing Fee	INR 2000.00 and INR 500.00
2	Publishing of RFP through e-tender	10 <sup>th</sup> November 2015
3	Earnest Money Deposit	INR 25000.00
4	Last date for submission of written queries for clarifications.	19 <sup>th</sup> November, 2015 at 10 a.m. <a href="mailto:marketing.ocsag@gmail.com">marketing.ocsag@gmail.com</a>
5	Release of response to clarifications (by email only)	23 <sup>rd</sup> November 2015
6	Date of Pre-Bid conference	20 <sup>th</sup> November 2015 at 3 p.m.
7	Last date (deadline) for receipt of proposals in response to RFP notice (offline only)	1 <sup>st</sup> December 2015 at 3 p.m.
8	Place, Time and Date of opening of Pre Bid proposals received in response to the RFP notice	2 <sup>nd</sup> December, 2015 at 3 p.m. <b>Organising Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040 Assam</b>
9	Place, Time and Date of opening of Commercial proposals received in response to the RFP notice	Shall be intimated to the technically qualified bidders at a later stage.
10	Contact Person for queries	Director, Marketing FA <a href="mailto:marketing.ocsag@gmail.com">marketing.ocsag@gmail.com</a>
11	Addressee and Address at which proposal in response to RFP notice is to be submitted	<b>Organising Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040 Assam</b>



Note: All the Pre Bid Queries would be accepted in written format i.e. via e-mail only sent at [marketing.ocsag@gmail.com](mailto:marketing.ocsag@gmail.com).

## 11. PRE-BID CONFERENCE

OC-SAG will host a Pre-Bid Conference, scheduled on 20<sup>th</sup> of November 2015 at 3 p.m. at **Moullana Md. Tayebullah Hockey Stadium, Bhetapara, Guwahati-781040**. The representatives of the interested organizations may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed solution requirements with reference to the particular RFP. The OC-SAG shall provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project during the pre-bid conference. Only those bidders who have purchased the tender document shall be allowed for pre-bid conference.

## 12. RESPONSE TO BIDDER'S QUERIES

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

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

12.2 All enquiries should be sent to OC-SAG only through email only. The OC-SAG

shall not be responsible for ensuring that bidders' enquiries have been received by them. OC-SAG 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 offline.

13.2 The Applicant is required to submit :

- Scanned copy of D.D. / Bankers Cheque drawn against the Tender cost and processing fees.
- E.M.D of Rupees Twenty Five Thousand should be paid as per paragraph 9
- Bid Eligibility Criteria documents as mentioned in Paragraph 6
- Commercial Bid as per prescribed in 19.2
- Potential applicant must complete and sign the Undertaking (ANNEXURE 1)
- In the case of a consortium, details of every partner must be given (ANNEXURE 6)
- 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 Bidders are also required to submit one printed original hardcopy of the RFP document (duly ink signed) and one softcopy (CD) in Microsoft Word and PDF format. Bidder must ensure that the information furnished by him/her in respective electronic copy is identical to that submitted by him/her in the original paper bid documents. In case of any discrepancy observed by OC-SAG in the contents of the electronic copy and original paper bid documents, the information furnished on original paper bid documents will prevail over the softcopy.

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 Bidder must ensure that the Pre-Qualification Bid soft copies do not contain any Commercial items /prices.
- 13.7 If any Bidder does not qualify in pre-qualification 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 and #2) must be received in the office of the Marketing FA, Organising Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040 between 10 am to 5 pm on any working day up to 1<sup>st</sup> December 2015 till 3 p.m. Envelopes/documents received after the stated time and date will be rejected and returned unopened.
- 13.11 The Bids should be delivered in a plain sealed package clearly endorsed with the enclosed RFP Return Label, as follows:
- “Confidential RFP Documentations Do Not Open: RFP for Appointment of a Merchandising Agency for the 12<sup>th</sup> South Asian Games”**
- 13.12 The bid should be unconditional. In case of any condition, the bid shall be treated as non-responsive and be disqualified.
- 13.13 The bid should be only in the prescribed format. It should also be accompanied by all the requisite documents.
- 13.14 The Bid Cover should carry the complete name and address of the bidder, along with the telephone, fax and e-mail address.

13.15 In the event of the receipt of the Bid, after the due date, the Bid Cover shall be returned “Unopened” to the bidder.

#### **14 REJECTION CRITERIA:**

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

##### **14.1 Pre- Qualification**

- 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.
- Pre-qualification Bid containing commercial details.
- Bids that reveal prices in any form or by any reason before opening the Commercial Bid.
- OC SAG reserves the right to accept any bid and to annul the tender process and reject any or all the bids at any time prior to award of work, without incurring any liability towards affected applicant(s) or to inform the affected applicant(s) of the grounds of such annulment / rejection..

##### **14.2 Commercial Bids:**

- Commercial Bids submitted 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.

##### **14.3 Other**

- Bids that do not confirm 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’s bid evaluation, bid comparison or contract award decisions.
- 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. 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 higher 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 labor and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the contract

16.2 The prices, once offered, must remain fixed and must not be subject to decrease 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.

16.3 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.

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

16.5. 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 Applicant will submit their Bid in hard copy in two 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.

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

18.3 The “Commercial Bid” is to be submitted in hard copy.

18.4 The two sealed envelopes should then be submitted in one sealed envelope bearing the address information as outlined in paragraph 13.11 and should reach the address before the bid closing date.

## **19 DOCUMENTS TO BE SUBMITTED WITH THE BID**

### **19.1 PRE-QUALIFICATION BID**

19.1.1 Letter of incorporation of bidder as well as consortium partners.

19.1.2 Details of assignments handled in regard to merchandising in each of the last 3 years.

19.1.3 Financial statements of last 3 years as proof of eligibility criteria mentioned in Para 6.2 of the Bidder as well as the consortium partners, if applicable.

19.1.4 Details of upfront fees paid for rights for handling Merchandise production and sales for all or at least one event in India.

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

19.1.6 Letter of Understanding/MoU/Agreement amongst the Consortium partners towards each other.

## **19.2 COMMERCIAL BID**

Applicants must quote their commercial offers only offline as per the following points:

19.2.1 The Bidders should provide licensing and merchandising rights fee (payable to OC SAG) in Rupees for providing and selling end to end 12<sup>th</sup> South Asian Games, 2016 merchandise products.

<b>License Fee</b>	<b>Amount (Rs.)</b>
Total Quoted Value (Must be above INR 5,00,000)	

## **20 EVALUATION OF BIDS**

### **20.1 PHASE I: PRE-QUALIFICATION BID**

20.1.1 The Pre-qualification bid will be opened only after the envelope containing the tender document fee, tender processing fee and EMD is opened.

20.1.2 A detailed analysis of the Pre-qualification Bid will be subsequently carried out by OC SAG in the following manner:

In this part, the Pre-qualification bid will be analyzed and evaluated based on specific experience of the bidder, competence of key personnel, adequacy of proposed approach and methodology and understanding the requirements of the OC SAG and prior experience as per the following matrix:

<b>Bid Component</b>	<b>Weightage In Pre-qualification Score</b>	<b>Minimum Qualification Score</b>
<b>Past experience as a Merchandising Agency</b> Number of years of experience 3 years = 5 marks 3 to 5 years = 7 marks More than 5 years = 10marks	10	5
<b>Upfront fees</b> Past experience of event where upfront fees were paid INR less than 1 lakh = 5marks INR 1-2 lakhs = 7marks INR 2 lakhs and above = 10marks	10	5
<b>Turnover of the Agency</b> Total Turnover in the last 3 years 20 Lakhs = 3 marks 20 Lakhs to 25 Lakhs = 4 marks More than 25 Lakhs = 5marks	5	3
<b>Certificate of Merit</b> 1 or 2 certificates = 3 marks More than 2 certificates = 5marks	5	3
<b>Total</b>	30	16

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

20.1.4 The bids of bidders who have cleared the Minimum Qualification Score shall be ranked on the basis of the Pre-qualification bid marks and declared “Qualified Bids”.

## **20.2 PHASE II: COMMERCIAL BID**

Applicants must quote their commercial offers as per the following:

20.2.1 Merchandising and Licensing Rights Fee in Rupees for providing end-to-end merchandise products for sale at the competition venues.



20.2.2 In this phase, the Commercial Bids of the bidder, who are 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.

20.2.3 The Bidder with the highest Commercial Bid value, will be rated as the Best Bid and will be awarded the contract. In the event of a tie, the bid with the higher pre-qualification score will be rated as the best bid. Beyond that, OC SAG will decide the matter in its full discretion.

## **21 DECLARATION OF SUCCESSFUL BIDDER**

The Bid of the bidder, who has been declared “Best Bid” will be considered for award of the work if the Commercial Bid of the bidder is found to be the highest as per the Tender requirement and overall Bid of the bidder is determined to be qualified to perform the work satisfactorily.

## **22 RIGHT TO VARY SCOPE OF WORK**

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

## **23 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

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

## **24 NOTIFICATION OF AWARD**

24.1 Prior to the expiration of the period of bid validity, OC-SAG will notify the successful bidder in writing by registered letter or by fax or Email that its bid has been accepted.

24.2 Upon the successful Bidder’s furnishing of performance security in the form of Bank Guarantee (irrevocable) valid for 180 days after closing of Games, OC-SAG will promptly notify the name of the winning bidder to each unsuccessful Bidder and will discharge their Bid Security.

24.3 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to OC-SAG. OC-SAG will

promptly respond in writing to the unsuccessful Bidder.

## **25 SIGNING OF CONTRACT**

**25.1** At the time OC-SAG notifies the successful bidder that its bid has been accepted OC-SAG will send the Letter of Intent, incorporating all requirements of OC-SAG. Within Seven working days of receipt of the Letter of Intent, the successful bidder shall sign and date the Letter of Intent or the subsequent amended Letter of Intent, and return the copy to OC-SAG.

**25.2** At the same time as OC-SAG notifies the successful Bidder that its bids has been accepted, it will send the Bidder the duly filled in Form of Contract specified in Annexure 4 incorporating all Annexures and other attachments,

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

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

## **27 REVELATION OF COMMERCIALS**

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

## **28 PERFORMANCE SECURITY**

**28.1** To ensure on time payment of the license fees by the bidder, Performance Security is to be obtained from the bidder, which has been selected.

**28.2** Bidder, to whom the Letter of Intent is issued, shall have to furnish a "Performance Security" of 10% of the balance amount of the quoted value after payment of 50% of the licensing fees, in the form of a Bank Guarantee (irrevocable) from any Nationalized Bank in an acceptable form to be submitted within 15 days of the receipt of the Letter of Acceptance. The Bank Guarantee format can be found in Annexure 3.

**28.3** The Performance Security should be furnished in the form of a Bank Guarantee from a Nationalized Bank in an acceptable form within 15 days of issue of the Letter of Intent, failing which the penalty of Rs.5000/- per day will be charged from the applicant safeguarding the interest of OC-SAG in all respect. The validity of the "Performance Security" would be valid up to the period of 180 days post- closing 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 highest 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 award of contract 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 DEPOSITING LICENSE FEE**

- Payment I -The successful bidder needs to deposit 50% on the date of signing of the agreement for producing, sale and distribution of merchandise for the 12<sup>th</sup> South Asian Games 2016.
- Payment II - 30% of the total amount 10 days before the commencement of the sale of merchandise or date of commencement of games/games ceremonies whichever is earlier.

- Payment III - 20% one day before the commencement of the sale of merchandise or date of commencement of games/games ceremonies whichever is earlier.
- The successful bidder shall be fully responsible for all claims made by any third party and shall also be responsible for all expenses incurred.
- All deposits are to be made in Indian Rupees only.

### **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 any time 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 nor pledge the credit of OC-SAG nor make any representations nor give any warranty on behalf of OC-SAG;
- e. The mere submission of bids in response to this RFP by a bidder, or the rejection thereof by OC-SAG in its absolute discretion, shall not itself constitute any relationship, legal or otherwise between OC-SAG and the bidder or give or be deemed to give rise to any cause or grievance to the bidder against OC-SAG and further shall not for any reason and in any manner confer on the bidder any right or entitlement to raise any disputes regarding any term or condition contained herein nor in respect of any act or omission or decision taken by OC-SAG;
- f. In the event of any misstatement or misrepresentation being discovered or detected in the information furnished/ documents submitted by the bidder in response to this advertisement/RFP or at any later stage or in the event any contravention by the bidder of the conditions and criteria stipulated by OC-SAG, the appointment/ engagement of the bidder shall stand terminated /cancelled and no further fee shall be payable or be paid to OS-SAG by 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. No money will be refunded to the bidder under any circumstances.

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

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

- m. The selected bidder shall undertake not to divulge any information, document, etc., of OC-SAG to any third party, except when permitted in writing by OC-SAG/designated authority. The empanelled bidder for itself and for every employee / professional engaged by the bidder for the work of OC-SAG, shall undertake to maintain the highest degree of confidentiality and secrecy with regard to all matters of OC-SAG.

### **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 Courts in Assam or Meghalaya (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 apart from the rights bid for in this RFP, nothing in this RFP will be construed as granting any other property rights, by license or otherwise, to any Confidential Information of OC-SAG, or to any invention or any patent, copyright, trademark or other intellectual property right that has issued or that may issue based on such Confidential Information. Other than as expressly permitted by a separate written agreement between the parties, neither party will make, have made, use, distribute or disseminate for any purpose any product or other item using, incorporating or derived from any Confidential Information of OC-SAG.

### 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 'Merchandising Agency' by reason of the termination or cancellation.

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

- a) The **Merchandising Agency** can use the Phrase **Merchandising Agency** of OC-SAG' in their stationery.
- b) Permission to the **Merchandising Agency** to use the photographs of the work done for the Ceremonies only after the games.
- c) Performance Certificate will be issued to the **Merchandising 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 “Ceremonies 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, ceremonies and other events included in the Games including:
- (a) the opening and closing ceremonies.
  - (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 “Merchandising 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 Guwahati, Assam and Shillong, Meghalaya.
- 1.15 “GC” mean these General Conditions of Contract.
- 1.16 “Government” means the Government of Assam
- 1.17 “Member” means any of the entities that make up the joint venture/ consortium/ Association; and “Members” means all these entities.
- 1.18 “Party” means “OC-SAG” or the bidder, as the case may be, and “Parties” means both of them.
- 1.19 “Services” means the work to be performed by the bidder pursuant to this Contract outlined in the scope of work.
- 1.20 “Third Party” means any person or entity other than the “OC-SAG”, or the bidder.
- 1.21 “In writing” means communicated in written form with proof of receipt.
- 1.22 “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.
- 1.23 “OC-SAG” means the Organising Committee- 12th South Asian Games

1.24 “Scope of Work” means the scope of work required to be carried out by the successful Applicant.

1.25 “Must” or “mandatory” or “should” means a requirement that must be met in order for the Bid to receive consideration;

1.26 “RFP” means this Request for Proposal;

1.27 “Services” means the services required to be performed by the Merchandising Agency 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. N.A**

## **9 Fraud and corruption**

9.1 **Definitions:** It is OC-SAG’s policy to require that OC-SAG as well as the bidders and all its members observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, OC-SAG, defines, for the purpose of this provision, the terms set forth below as follows:

9.1.1 “Corrupt practice” means the offering, receiving or soliciting, directly or indirectly, of anything of value to influence the action of 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 43 here of, however, each Party shall give due consideration to any Bids for modification or variation made by the other Party.

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

## **16. Force Majeure**

### **16.1 Definition**

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

16.1.2 Force Majeure shall not include: (i) any event which is caused by the negligence or intentional action of the Merchandising Agency or Merchandising Agency’s agents or employees, nor (ii) any event which a diligent Merchandising Agency 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 Merchandising Agency Firm affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

16.2.2 OC-SAG affected by an event of Force Majeure shall notify Merchandising Agency 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 Merchandising Agency shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Merchandising Agency 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 Merchandising Agency, upon instructions by “OC-SAG,” shall either: demobilize; or continue with the Services to the extent possible, in which case the Merchandising Agency shall continue to be paid proportionately and on pro rata basis, under the terms of the Contract

16.2.5 In the case of dispute in agreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 42 & 43.

## **17. Suspensions**

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

## **18. Terminations**

### **18.1 By the “OC-SAG”**

18.1.1 The “OC-SAG, 2016” may terminate this Contract in case of the occurrence of any of the events specified below of this Clause GC 18.1.

18.1.2 If the Merchandising Agency 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 Merchandising Agency commits multiple or recurring breaches of this Agreement whether or not remedied.

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

18.1.7 If the Merchandising Agency 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 Merchandising Agency 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 Merchandising 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 Merchandising Agency fails to provide the quality services as envisaged under this Contract, The Deputy Director (Marketing) or any other designated official of OC-SAG is Authorized to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The Deputy Director (Marketing) or any other designated official may decide to give one chance to the bidder to improve the quality of the services.

18.1.11 If the Games are cancelled.

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

## **18.2 Cessation of Rights and Obligations**

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

## **18.3 Cessation of Services**

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

## **18.4 Payment upon Termination**

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

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 (i) hereof for Services satisfactorily performed prior to the effective date of termination;

18.4.3 If the agreement is terminated pursuant of Clause 18.1.1 to 18.1.7, 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 45 of this agreement. The bidder will be required to pay any such liquidated damages to client within 30 days of termination date. The claim of liquidated damages shall not prejudice other rights of OC-SAG, , which it may have against the successful Agency.

## **18.5 Disputes about Events of Termination**

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

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

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

**27. Insurance to be taken out by the bidder**

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

#### **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 37 of this Contract, this will be explicitly mentioned in the agreement.

##### **30. Approval of personnel**

The Key Personnel listed by title as well as by names are required to be approved by the “OC-SAG”. In respect of other Personnel which the bidder proposes to use in the carrying out of the Services, the bidder shall submit to the “OC-SAG” for review and approval a copy of their Curricula Vitae (CVs). If the “OC-SAG” does not object in

writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the “OC-SAG,”.

### **31. Removal and/or replacement of personnel**

31.1 Except as the “OC-SAG” may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the bidder, such as death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the bidder shall forthwith provide as a replacement a person of equivalent or better qualifications.

31.2 If the “OC-SAG” (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the bidder shall, at the “OC-SAG, 2016’s written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the “OC-SAG”.

31.3 Any of the Personnel provided as a replacement under Clauses 31.1 and 31.2 above, shall be subject to the prior written approval by the “OC-SAG,”. Also the bidder shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement

### **32. Resident Project Manager**

If required by OC-SAG, the bidder shall ensure that at all times during the bidder’s performance of the Services a resident project manager, acceptable to “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 the Organizing Committee all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

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

**34. NA**

**35. Payment**

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

**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 (H) 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 72 hours, or the dispute cannot be amicably settled within 5 days following the response of that party, clause GC 41 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 or not registered or registrable, patented or patentable shall be held and owned solely by OC-SAG. bidder shall mark all Subject Ideas and Inventions with OC-SAG's copyright or other proprietary notice as directed by OC-SAG and shall take all actions deemed necessary by OC-SAG, 2016 to protect OC-SAG's rights therein. In the event that bidder should otherwise, by operation of law, be deemed to retain any rights (whether moral rights or otherwise) to any Subject Ideas and Inventions, bidder hereby assigns and otherwise transfers and agrees to assign and otherwise transfer to OC-SAG, without further consideration, OC-SAG’s entire right, title and interest in and to each and every such Subject Idea and Invention. OC-SAG, 2016 hereby waives any so-called “droit moral” rights, “moral rights of authors” and all other similar rights bidder may have in any Subject Ideas and Inventions, however denominated, throughout the world.
- (b) No Use of Name - Bidder shall not at any time use OC-SAG, 2016's name or any OC-SAG trademark(s) or trade name(s) in any advertising or publicity without the prior written consent of OC-SAG.

**43. Non-collusive bidding certification**

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF JOINT

BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

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

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

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

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

#### **44. Liquidated Damages**

The Merchandising Agency hereby agrees that due to negligence of act of the Merchandising Agency, 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 Merchandising Agency 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 Merchandising Agency 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 Merchandising Agency shall be liable for Liquidated Damages for an amount equal to double the cost of the deliverables and is also not entitled to the Merchandising revenue 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 - 1**

**UNDERTAKING**

To: The Organising Committee – 12<sup>th</sup> South Asian Games

I/WE

\_\_\_\_\_

Of (insert business address)

\_\_\_\_\_

\_\_\_\_\_

Hereby submit our Bid in response to the Request for Proposal (RFP) for appointment of the Merchandising Agency for the 12th South Asian Games and undertake to execute and complete the services as we will be reasonably required to perform in accordance with our Bid, the RFP requirements and final Letter of Intent to be issued by OC-SAG.

This RFP shall remain valid to be accepted by OC-SAG and shall not be withdrawn for a period of 90 days from the date of opening of the bid.

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 - 2

### DETAILED SCOPE OF WORK

The broad scope of work of the merchandising agency includes

- Identifying and providing a strategy on the development of the South Asian Games brand through merchandise products.
- The design, production, delivery and distribution of merchandise items for the purpose of sales to the public.
- Showcasing the merchandise items on an online platform
- Production of the merchandise products with top quality standards as approved by OC-SAG
- Integrating the South Asian Games 2016 logo as well as the Games mascot in to the merchandise products to promote the South Asian Games brand.
- The operation and management of merchandise outlets at the South Asian Games competition venues including the deployment, training and management of staff and storage of merchandise products. OC-SAG will provide the required finished and furnished space at venue outlets. Any other specific technology and hardware required for merchandise sales, has to be managed by the appointed agency.
- Layout and design of the allocated space will be designed by the service provider and mutually agreed upon.
- The agency must develop and implement a delivery schedule for vehicles entering the Games venue in accordance with OC-SAG policies and procedures.
- The requisite clearance from statutory agencies under relevant laws shall be the responsibility of the agency.
- The agency shall provide details of all workforce and other requirements to get accreditation of its staff and entry passes for vehicles transporting merchandise.
- The agency is required to sell the merchandise at rates mutually agreed between the Agency and the OC-SAG and shall be mentioned in the agreement.
- All maintenance of merchandise stalls including insurance etc. shall be the responsibility of the agency.
- Prepare a daily report on the number of merchandise items sold and during Games time.
- The agency will pay OC-SAG a lump sum as the license fee for the production, distribution and selling of the merchandise products and the agency will keep all the sales.
- Pricing for the merchandise items will be based on the premise that prices are to be no greater than prices at comparable international sporting events in Assam or India held within 12 months prior to the South Asian Games 2016. Final approval of merchandise products to be sold and the price remains with OC-SAG.

## ANNEXURE - 3

### BANK GUARANTEE FORMAT

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

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

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

Date: the \_\_\_\_ day of \_\_\_\_\_ 2015  
for \_\_\_\_\_

(Indicate the name of the bank)

## ANNEXURE - 4

### AGREEMENT FORM

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

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

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

#### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

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

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

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

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

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

5. Brief particulars of the goods and services which shall be supplied /provided by the

Supplier are as under:

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

**TOTAL VALUE:**

**DELIVERY SCHEDULE:**

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

Signed, Sealed and Delivered by the

Said ..... (For the Purchaser)

in the presence of:.....

Signed, Sealed and Delivered by the

Said ..... (For the Supplier)

in the presence of:.....

## ANNEXURE - 5

### Stadium Venues

<b>Guwahati</b>			
<b>S. No.</b>	<b>Venue</b>	<b>Capacity</b>	<b>Sports</b>
1	Indira Gandhi Athletics Stadium, Sarusajai Sports Complex	30000	Athletics, Football
2	Nabin Ch. Bordoloi AC Indoor Stadium, Sarusajai	2000	Basketball, Handball
3	Velodrome at LNIPE, Tepesia, Sonapur	500	Cycling
4	Moullana Md. Tayabullah Hockey Stadium, Bhetapara	2000	Hockey
5	Rajiv Gandhi Indoor Stadium, Amingaon	3000	Kabaddi, Kho-Kho
6	Shooting Range, Kahilipara	500	Shooting
7	R.G. Baruah Sports Complex, Ulubari	600	Squash
8	Dr. Zakir Hussain Aquatic Complex, Sarusajai	1500	Swimming
9	D.T.R.P. Indoor Stadium, Ulubari	1000	Volleyball, Wrestling
10	Bhogeswari Phukanani Indoor Stadium, Dispur	800	Weightlifting

<b>Shillong</b>			
<b>S. No.</b>	<b>Venue</b>	<b>Capacity</b>	<b>Sports</b>
11	Jawaharlal Nehru Sports Complex - No. 1 Polo Ground	6000	Archery
12	SAI- SAG Indoor Stadium, NEHU Campus	1000	Badminton, Taekwondo
13	N.E.I.G.R.I.H.M.S. Indoor Stadium	1200	Boxing, Wushu
14	Jawaharlal Nehru Sports Complex - Indoor Hall	1000	Judo, Table Tennis

\*Venues are subject to change

\*\* Stall Details will be provided at a later date



## ANNEXURE - 6

### **PRE-QUALIFICATION BID: BIDDER INFORMATION**

Please provide the details of the Bidder

	<b>Primary Bidder</b>	<b>Consortium 1 (if applicable)</b>	<b>Consortium 2 (if applicable)</b>
Name of the Company			
Address			
Name of contact person			
Email-id			
Telephone No.			
Fax No.			
Roles and responsibilities of each consortium member			

A "Primary Bidder" is a member of the consortium who will submit the Bid on behalf of the consortium and shall be the prime point of contact between the consortium members and OC SAG and shall be primarily responsible for the discharge and administration of all the obligations contained herein and, OC SAG, unless it deems necessary shall deal only with such Primary Vendor.