

“REQUEST FOR QUOTATION”

FOR

**EMPANELMENT OF SPECTATOR CONCESSION VENDORS
FOR THE 12TH SOUTH ASIAN GAMES**

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

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1. The South Asian Games

The 12th South Asian Games are a biennial multinational multi-sport event held amongst the athletes from South Asia. The governing body of these games is South Asia Olympic Council (SAOC) formed in 1983. At present, (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 32nd meeting of South Asia Olympic Council to rename the Games from South Asian Federation Games to South Asian Games as the officials believed the word Federation was diminishing the emphasis on event and acting as a barrier in attracting crowd. These Games are often hyped as the South Asian version of the Olympic Games.

2. The 12th South Asian Games

The 12th South Asian Games will be held in Guwahati, Assam and Shillong, Meghalaya, India from 5th to 16th February 2016. The Organising Committee - 12th South Asian Games (OC-SAG) has stated its vision to be the best South Asian Games to date with impeccable standards of services to be provided to athletes, officials and the general public. In delivering the best ever South Asian Games, OC-SAG will:

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

Sports

There will be 23 sport disciplines for the 12th South Asian Games of which 17 will be held in Guwahati, Assam and the rest in Shillong, Meghalaya. They are as follows:

Guwahati, Assam

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

Shillong, Meghalaya

Archery	Boxing	Judo	Table Tennis
Taekwondo	Wushu	Football (W)	

3. SUMMARY OF THE BID

This Request for Quotation (RFQ) is issued by OC SAG to obtain Bids for the appointment of spectator concession vendors to manage end-to-end sales and distribution of food and beverage products for the South Asian Games, 2016 to be held from the 5th – 16th of February 2016

In the South Asian Games, 2016, there will be approximately 5000 athletes and Games Officials, 2000 volunteers, 23 sports events, International and national media, VIPs, Dignitaries and many other important persons from the SAOC countries

The successful Bidders will be given spaces in venues, to set up stalls in these spaces to sell their food and beverage products, as well as set up minimal branding within that space only.

The vendors will pay OC-SAG a lump sum amount as the vendor fee for the space provided and will keep all the sales.

The vendors will deliver and manage a variety of foods and beverages, keeping to the quality standards desired by the OC-SAG. They will also fully cooperate with the OC-SAG with regards to accreditation and security procedures for the Games.

The vendors will be given the space 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 The Bidders can download the details of this tender and its supporting documents from the website: www.southasiangames2016.com/Tenders.

4.2 The Bidders will further submit all documentation as mentioned in this RFQ Document.

5. PURCHASE AND DOWNLOADING OF TENDER FORMS:

5.1 The Tender document is uploaded on the e-tendering website www.southasiangames2016.com/Tenders. The Tender document and its supporting documents have to be downloaded from the same. 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 any Nationalized Bank drawn in favour of the “Organising Committee South Asian Games” Payable at Guwahati, Assam are deposited in the office of Organising Committee, South Asian Games, 2nd Floor, Nidhi Bhawan, Lalmati, Basistha, Guwahati- 781029 on or before scheduled date given in this RFQ.

6. ELIGIBILITY CRITERIA

The vendors intending to bid for appointment as a spectator concession vendor for the 12th South Asian Games, 2016 shall fulfill the following pre-qualification criteria:

- 6.1 The bidder should be a registered business entity (proprietorship/company/partnership firm) and should have been operating for the last 3 years.
- 6.2 The bidder should have an average annual turnover of INR 5,00,000 (Rupees Five Lakhs) or above 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 food and beverage for the last 3 years.
- 6.4 Have Income Tax PAN, TIN/Sales Tax, Service Tax Registration, ITR etc.
- 6.5 A bidder must possess requisite licenses/approvals for sale of food and beverages

7. SCOPE OF WORK

The Scope of work is as follows:

- The operation and management of food and beverage outlets at 12th South Asian Games competition venues including the deployment, training and management of staff and storage of food and beverages.
- At each Venue, the Successful bidder will be required to provide the following items:
 - Water
 - Tea & Coffee
 - 2 Veg Snacks
 - Juices/Soft DrinksOther items can also be sold, subject to OC-SAG Approval.
- OC SAG will provide space at the venues; layout and design of the allocated space will be designed by the vendor (at the vendor’s/agency’s expense) and mutually agreed upon by the vendor and OC-SAG.
- Any other specific hardware (stove, cylinder, microwave, fridge, etc) required at the venue, has to be managed by the appointed vendor/agency.
- The vendor/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 vendors under relevant laws shall be the responsibility of the vendor/agency.

- The vendor/agency shall provide details of all workforce and other requirements to get accreditation of its staff and entry passes for vehicles transporting its products.
- The vendor/agency is required to sell their products at rates mutually agreed between the vendor and the OC SAG and shall be mentioned in the agreement.
- All maintenance of Spectator Concession stalls including insurance etc. shall be the responsibility of the vendor/agency.
- Prepare a daily report on the number of items sold during Games time.
- The vendor will pay OC SAG a lump sum amount as association fees, for the distribution and selling of their products and the vendor will keep all the sales.
- Pricing for the items provided will be based on the premise that prices will not be 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 products to be sold and the price remains with OC SAG.

8. COST OF BID -

8.1 A non-refundable tender fee of INR 500/- 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 Drafts/ Banker Cheque should be from a Nationalized Bank drawn in favour of the “Organising Committee South Asian Games” Payable at Guwahati, Assam and be submitted at the office of Organising Committee, South Asian Games, 2nd Floor, Nidhi Bhawan, Lalmati, Basistha Guwahati 7801029 on or before scheduled date given in this RFQ 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 valued as per the cluster/s being bid for:

Cluster	E.M.D
Cluster 1	INR 500
Cluster 2	INR 200
Cluster 3	INR 200
Cluster 4	INR 400
Cluster 5	INR 400

- 9.2 The EMD will be submitted in the form of a Demand Draft or Bankers Cheque from any nationalized bank in favour of the, Organising Committee, South Asian Games 2016. Bid security in any other form will not be accepted.
- 9.3 The bid securities of all unsuccessful bidders will be refunded by OC-SAG after the award of contract. The bid security, for the amount mentioned above, of successful bidder will be returned upon submission of Performance Guarantee and finalization of the contract agreement.
- 9.4 The bid security amount is interest free and will be refundable to the unsuccessful bidders without any interest on it.
- 9.5 The bid submitted without bid security, mentioned above, will be summarily rejected.
- 9.6 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 RFQ.
 - 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 RFQ 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 500.00 and INR 500.00
2	Publishing of RFQ through e-tender	9 th January, 2016
3	Earnest Money Deposit	As per Section 9
4	Last date for submission of written queries for clarifications.	13 th January, 2016 at 3 p.m. marketing.ocsag@gmail.com
5	Release of response to clarifications (by email only)	13 th January, 2016
6	Date of Pre-Bid conference	N/A

7	Last date (deadline) for receipt of proposals in response to RFQ notice (offline only)	16 th January, 2016 at 10 a.m.
8	Place, Time and Date of opening of Pre Bid proposals received in response to the RFQ notice	16 th January, 2016 at 11 a.m. Organising Committee, South Asian Games, 2nd Floor, Nidhi Bhawan Lalmati, Basistha, Guwahati- 781029 Assam
9	Place, Time and Date of opening of Commercial proposals received in response to the RFQ notice	16 th January, 2016 at 3 p.m. Organising Committee, South Asian Games, 2nd Floor, Nidhi Bhawan Lalmati, Basistha, Guwahati- 781029 Assam
10	Contact Person for queries	Director, Marketing FA marketing.ocsag@gmail.com
11	Addressee and Address at which proposal in response to RFQ notice is to be submitted	Organising Committee, South Asian Games, 2nd Floor, Nidhi Bhawan Lalmati, Basistha, Guwahati- 781029 Assam

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

11.PRE-BID CONFERENCE

There will be no Pre-bid Conference due to the limitation of time. All queries will be answered as per the dates mentioned in the Bid Schedule in the format given in Section 12.

12.RESPONSE TO BIDDER'S QUERIES

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

<<Name & Address>>		
BIDDER'S REQUEST FOR CLARIFICATION		
Name of Organization submitting request	Name & position of person submitting request	Full formal address of the organization including phone, fax and email points of contact & contact details of local office as well

		Tel:	
		Fax:	
		Email:	
Sl. No.	Bidding Document Reference(s) (section number/page)	Content of RFQ requiring clarification	Points of Clarification required.

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 Hard Copies.

13.2 The Applicant is required to submit :

Envelope #1:

- D.D. / Bankers Cheque drawn against the Tender cost and processing fees.
- E.M.D should be paid as per clause 9.

Envelope #2:

- Potential applicant must complete and sign the Undertaking (ANNEXURE 1).
- Bid Eligibility Criteria documents as mentioned in clause 6.

Envelope #3

- Commercial Bid as per prescribed in clause 19.2

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

13.3 The bidder should quote price in Indian Rupees only.

13.4 The Bidders are also required to submit one printed original hardcopy of the

RFQ document (duly ink signed)

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

13.6 The Bidder must ensure that the Pre-Qualification Bid does 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 #2 and #3) must be received in the office of the Marketing FA, Organising Committee, South Asian Games, Nidhi Bhawan, 2nd Floor, Lalmati, Basistha, Guwahati 781029 between 10 am and 5 pm on any working day up to 16th of January, 2016 till 10 am. 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 RFQ Return Label, as follows:

“Confidential RFQ Documentations Do Not Open: RFQ for Empanelment of Spectator Concession Vendors for the 12th South Asian Games”

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

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

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

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

14 REJECTION CRITERIA:

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

14.1 Pre- Qualification Bid

- Incomplete bids that do not quote for the complete Scope of Work as indicated in the bidding documents, addendum (if any) and any subsequent information given to the bidder.
- Bids providing information that is found to be incorrect/ misleading at any stage/time during the Tendering process.
- 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 RFQ DOCUMENT

This Document is confidential and the bidder is required to furnish an Undertaking that anything contained in this RFQ 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 Applicants will submit their Bid in hard copy in three parts. Envelope #1 will contain the Tender Document Fee, Tender Processing Fees and the Earnest Money Deposit (EMD). The Envelope #2 will be for the Eligibility Criteria and Envelope #3 will be the Commercial Bid.

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 separate from all other documents

18.4 The three sealed envelopes should then be submitted in one sealed envelope,

bearing the address information as outlined in clause 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 Registration for the Company (as proof of eligibility criteria mentioned in Para 6.1)

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

19.1.5 Applicable food license and certification, citing that the quality of food sold by the vendor is up to Government Health Standards.

19.2 COMMERCIAL BID

19.2.1 The Commercial Bid will be submitted for an entire cluster. The format is as follows:

Clusters	Vendor Fee
Cluster 1:	(Bid must be above INR Twenty Five Thousand)
Cluster 2:	(Bid must be above INR Ten Thousand)
Cluster 3:	(Bid must be above Ten Thousand)
Cluster 4:	(Bid must be above INR Twenty Thousand)
Cluster 5:	(Bid must be above INR Twenty Thousand)

19.2.2 Every Bidder can bid for as many clusters as desired.

19.2.3 All bids must be in Indian Rupees (INR).

19.2.4 Refer to Annexure 5 for cluster details.

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 and deposited by the bidder.

20.1.2 The bids of bidders who have all the requisite documents mentioned in the Eligibility Criteria are declared "Qualified Bids".

20.2 PHASE II: COMMERCIAL BID

20.2.1 The Commercial Bids of the technically qualified bidders shall be opened and the rate quoted by each bidder will be read aloud. Each bid will be tabulated against its respective cluster. The Bid with the highest vendor fee bid (H1) per cluster will be declared the qualified vendor for that cluster.

20.2.2 In a tie under those circumstances, the stalls in the cluster will be evenly distributed per tied bidders, and the H1 bid cost will be split amongst the tied bidders.

21 DECLARATION OF SUCCESSFUL BIDDER

As mentioned in 20.2

22 RIGHT TO VARY SCOPE OF WORK

OC-SAG may at any time at the time of RFQ 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 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 work order, incorporating all requirements of OC-SAG. Within Seven working days of receipt of the Work Order, the successful bidder shall sign and date the work order or the subsequent amended Work Order, and return the copy to OC-SAG.

25.2 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 Agreement as specified in Annexure 4 incorporating all terms and conditions , Annexures and other attachments.

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

Failure of the successful bidder to agree with the Terms & Conditions of the RFQ 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. AWARD OF CONTRACT

28.1 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. TERMS OF PAYMENT

- Payment I -The successful bidder needs to deposit 50% of the contract value on the date of signing of the agreement plus a bank guarantee for the balance amount.
- Payment II – The Balance Amount on the last day of the Games.
- The successful bidder shall be fully responsible for all claims made by any

third party and shall also be responsible for all expenses incurred.

- In case the bidder defaults on Payment II, the bank guarantee shall be submitted to the bank for encashment by the OC-SAG.
- All deposits are to be made in Indian Rupees only.

30. 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 RFQ 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 RFQ 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/RFQ 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-SAG reserves the right to call upon any or all bidders to satisfy OC-SAG regarding the correctness and genuineness of any Document submitted or information furnished by the bidder or may call for any additional Documents/ information from the bidders to verify the information provided by the bidder or may further seek any clarification or elaboration from the bidder at any time prior to the finalizing the Bid; however, this shall not be construed to confer any kind of right or entitlement to the bidder to submit any additional Document/ Information after the submission of its Bid. Further, OC-SAG may call upon any or all the Applicant bidder/s to make a presentation to OC-SAG in respect of its capabilities represented by the bidder at any time prior to the finalization of the Bid; any bidder who refuses to or otherwise neglects to make such presentation to OC-SAG shall not be considered for any further evaluation and shall stand disqualified;
- i. OC-SAG is not bound to accept the 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 RFQ 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 RFQ. 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 empaneled 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.

31. CONFLICT OF INTEREST

31.1 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.

31.2 Should a sponsor of the Games wish to sell a product at the venues, the bidder will be allowed to sell only the sponsor's product, under that category. Under no circumstances will a Sponsor's rival product be sold without OC-SAG permission.

31. GOVERNING LAW

This RFQ 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 maybe) shall have exclusive jurisdiction in case any dispute arise between the OC-SAG and the Bidder with regard to this RFQ. The relations between the parties shall be governed by the applicable laws of India.

32. NO RIGHTS GRANTED

The parties recognize and agree that nothing in this RFQ 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.

33. LOCAL CONDITIONS

- 34.1 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.
- 34.2 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.
- 34.3 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.

35 CANCELLATION OF GAMES

- 35.1 If the Games are not held for any reason:
- a) **This Agreement will terminate with effect from the date on which OC-SAG officially announces that the Games will not be held or will not continue.**
 - b) Each party will be relieved of its obligations under this Agreement.
 - c) Save as expressly stated in this Agreement, OC-SAG will not be liable in any way to the ‘Spectator Concession Vendor’ by reason of the termination or cancellation.
- 35.2 The Following facilities will be extended to the service provider:
- a) The **Spectator Concession Vendor** can use the Phrase **Spectator Concession Vendor** of OC-SAG’ in their stationery.

- b) Permission to the **Spectator Concession Vendor** to use the photographs of the work done for the Ceremonies only after the games.
- c) Performance Certificate will be issued to the **Spectator Concession Vendor** after satisfactory completion of works as per the contract.

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

36. 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 RFQ;
- 1.4 ‘Business day’ means any day on which OC-SAG is open for business in Guwahati, not being a Sunday.
- 1.5 “Contract” means the Contract/ Agreement including this agreement and all the schedule, annexures and attachments to it and any amendment made to it accordance with the terms of the Agreement.
- 1.6 “Confidential Information” means 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.

- 1.7 “Day” means calendar day.
- 1.8 “Desirable” means a requirement having a significant degree of importance to the objective of the RFQ
- 1.9 “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 11.
- 1.10 “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.
- 1.11 “Spectator Concession Vendor” means the successful applicant to this RFQ who is awarded the work order;
- 1.12 “Games” means the 12th South Asian Games to be held in Guwahati, Assam and Shillong, Meghalaya.
- 1.13 “GC” mean these General Conditions of Contract.
- 1.14 “Government” means the Government of Assam
- 1.15 “Member” means any of the entities that make up the joint venture/ consortium/ Association; and “Members” means all these entities.
- 1.16 “Party” means “OC-SAG” or the bidder, as the case may be, and “Parties” means both of them.
- 1.17 “Services” means the work to be performed by the bidder pursuant to this Contract outlined in the scope of work.
- 1.18 “Third Party” means any person or entity other than the “OC-SAG”, or the bidder.
- 1.19 “In writing” means communicated in written form with proof of receipt.
- 1.20 “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.

- 1.21 “OC-SAG” means the Organising Committee- 12th South Asian Games
- 1.22 “Scope of Work” means the scope of work required to be carried out by the successful Applicant.
- 1.23 “Must” or “mandatory” or “should” means a requirement that must be met in order for the Bid to receive consideration;
- 1.24 “RFQ” means this Request for Quotation;
- 1.25 “Services” means the services required to be performed by the Spectator Concession Vendor 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 RFQ 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 Spectator Concession Vendor or Spectator Concession Vendor’s agents or employees, nor (ii) any event which a diligent Spectator Concession Vendor 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 Spectator Concession Vendor 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 Spectator Concession Vendor 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 Spectator Concession Vendor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Spectator Concession Vendor 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 Spectator Concession Vendor, upon instructions by “OC-

SAG,” shall either: demobilize; or continue with the Services to the extent possible, in which case the Spectator Concession Vendor shall continue to be paid proportionately and on pro rata basis, under the terms of the Contract

16.2.5 In the case of dispute in agreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 40 & 41.

17. Suspensions

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

18. Terminations

18.1 By the “OC-SAG”

18.1.1 OC-SAG 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 Spectator Concession Vendor 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 Spectator Concession Vendor commits multiple or recurring breaches of this Agreement whether or not remedied.

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

18.1.7 If the Spectator Concession Vendor 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 Spectator Concession Vendor 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 Spectator Concession Vendor's Personnel which OC-SAG reasonably considers may have the potential to adversely affect the OC-SAG's reputation.

18.1.10 If the Spectator Concession Vendor 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 25 or GC 26 hereof.

18.4 Payment upon Termination

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

18.4.2 If the Contract is terminated pursuant to Clause 18.1.8, 18.1.10, 18.1.11, 18.1.9 remuneration pursuant to Clause GC 37 (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 44 of this agreement. The bidder will be required to pay any such liquidated damages to client within 30 days of termination date. The claim of liquidated damages shall not prejudice other rights of OC-SAG, which it may have against the successful Agency.

18.5 Disputes about Events of Termination

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

C. Obligations of the bidder

19. General

19.1 Standard of Performance

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

20. Conflict of interests

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

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

(i) The payment of the bidder pursuant to Section (F) hereof shall constitute the bidder’s only payment in connection with this Contract and, subject to Clause GC 20.1.2 hereof, the bidder shall not accept for its own benefit any trade commission,

discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the bidder shall use its best efforts to ensure that any Sub- Contractors, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

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

20.1.2 Bidder and affiliates not to engage in certain activities

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

20.1.3 Prohibition of conflicting activities

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

21. Confidentiality

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

22. Liability of the bidder

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

23. Accounting, Inspection and Auditing

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

24. Reporting obligations

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

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

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

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

Equipment, 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 by 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 Spectator Concession Vendor hereby agrees that due to negligence of act of the Spectator Concession Vendor, 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 Spectator Concession Vendor 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 Spectator Concession Vendor 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 Spectator Concession Vendor shall be liable for Liquidated Damages for an amount equal to double the cost of the deliverables and is also not entitled to the 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 – 12th South Asian Games

I/WE

Of(insert business address)

Hereby submit our Bid in response to the Request for Quotation (RFQ) for appointment of the Spectator Concession Vendor 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 RFQ requirements and final Work order to be issued by OC-SAG.

This RFQ 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

SCOPE OF WORK

The Scope of work is as follows:

- The operation and management of food and beverage outlets at 12th South Asian Games competition venues including the deployment, training and management of staff and storage of food and beverages.
- At each Venue, the Successful bidder will be required to provide the following items:
 - Water
 - Tea & Coffee
 - 2 Veg Snacks
 - Juices/Soft DrinksOther items can also be sold, subject to OC-SAG Approval.
- OC SAG will provide space at the venues; layout and design of the allocated space will be designed by the vendor (at the vendor's/agency's expense) and mutually agreed upon by the vendor and OC-SAG.
- Any other specific hardware (stove, cylinder, microwave, fridge, etc) required at the venue, has to be managed by the appointed vendor/agency.
- The vendor/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 vendors under relevant laws shall be the responsibility of the vendor/agency.
- The vendor/agency shall provide details of all workforce and other requirements to get accreditation of its staff and entry passes for vehicles transporting its products.
- The vendor/agency is required to sell their products at rates mutually agreed between the vendor and the OC SAG and shall be mentioned in the agreement.
- All maintenance of Spectator Concession stalls including insurance etc. shall be the responsibility of the vendor/agency.
- Prepare a daily report on the number of items sold during Games time.
- The vendor will pay OC SAG a lump sum amount as association fees, for the distribution and selling of their products and the vendor will keep all the sales.
- Pricing for the items provided will be based on the premise that prices will not be 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 products to be sold and the price remains with OC SAG.

ANNEXURE - 3

BANK GUARANTEE FORMAT

1. In consideration of the Organising Committee – 12th 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 - 12th 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 - 12th South Asian Games by reason of any breach by the said Contractor (s) of any terms or conditions contained in the said Agreement.
3. We _____ (Indicate the name of the bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Organising Committee - 12th South Asian Games stating that the amount claimed is due by way of loan or damage caused to or would be caused to or suffered by the 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 - 12th South Asian Games, any money so demanded notwithstanding any dispute or disputes raised by the Contractor (s) / Supplier (s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor (s) / Supplier (s) shall have no claim against us for making such payment.
5. We, _____ (Indicate the name of the bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Organising Committee - 12th South Asian Games certifies that the terms and conditions of the said Contractor (s) and accordingly discharges this Guarantee.
Unless a demand or claim under this Guarantee is made on us in writing on or before the _____, we shall be discharged from liability under this Guarantee thereafter.
6. We, _____ (Indicate the name of the bank) further agree with the Organising Committee - 12th South Asian Games, that the Organising Committee - 12th

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

7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s) / Supplier (s).
8. We, _____(Indicate the name of the bank) lastly undertake not to revoke this Guarantee during its 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 theday of....., 20... between(*Name of purchaser*) of..... (*Country of Purchaser*) (herein after called "the Purchaser") of the one part and (*Name of Supplier*) of (*City and Country of Supplier*) (herein after called "the Supplier") of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz.,(*Brief Description of Goods and Services*) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of (*Contract Price in Words and Figures*) (herein after called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Bid Form and the Price Schedule 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

VENUE	SPORTS
CLUSTER 1 (9 Stalls)	
Indira Gandhi Athletics Stadium	Athletics, Football, Ceremonies
Nabin Ch. Bordoloi AC Indoor Stadium	Volleyball and Basketball
Dr. Zakir Hussain Aquatic Complex	Swimming, Triathlon
NH – 37	Road Cycling, Triathlon
CLUSTER 2 (3 Stalls)	
Moulana Md. Tayabullah Hockey Stadium, Bhetapara	Hockey
Shooting Range, Sports Authority of Assam, Kahlipara	Shooting
CLUSTER 3 (3 Stalls)	
Bhogeswari Phukanani Indoor Stadium, Dispur	Kabaddi, Weightlifting
All Assam Tennis Association Complex, Chachal, VIP Road	Tennis
LNIFE- Tepesia	Handball and Kho Kho
CLUSTER 4 (5 Stalls)	
R G Barua Sports Complex, Ulubari	Squash
DTRP Indoor Stadium, Ulubari	Badminton, Wrestling
JLN Stadium, Sarania Hills, Ulubari	Football
CLUSTER 5 (8 Stalls)	
JNS Polo Ground, Shillong	Archery
JNS Football Ground, Shillong	Women Football
JNS Indoor Hall, Shillong	Judo and Table Tennis
Nehu - MP Indoor Stadium SAI, Shillong	Boxing and Wushu
Neighrihms - Indoor Stadium, Shillong	Taekwando

*Venues are subject to change

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