

**“REQUEST FOR PROPOSAL”
(RFP)

FOR

PROCUREMENT OF TECHNICAL OFFICIALS

AND

WORKFORCE UNIFORMS

FOR THE 12TH SOUTH ASIAN GAMES

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

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1. The South Asian Games

The South Asian Games are a bi-annual multinational multi-sport event held amongst the athletes from South Asia. The governing body of these games is South Asia Olympic Council (SAOC), formed in 1983. At present, SAOC is joined by eight members namely Afghanistan, Bangladesh, Bhutan, India, Maldives, Nepal, Pakistan & Sri Lanka.

The first South Asian Games were hosted by Kathmandu, Nepal in 1983 and have since been held every two years except for some occasions. In 2004, it was decided in the 32nd meeting of South Asia Olympic Council to rename the Games from South Asian Federation Games to South Asian Games as the officials believed the word Federation was diminishing the emphasis on event and acting as a barrier in attracting crowd. These Games are often hyped as the South Asian version of the Olympic Games.

2. The 12th South Asian Games

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

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

Sports

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

Guwahati, Assam

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

Shillong, Meghalaya

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

3. SUMMARY OF THE BID

This Request for Proposal is being issued by the Organising Committee – 12th South Asian Games (OC-SAG) to obtain Bids for Procurement of Technical Officials & Workforce Uniform for conduct **for 12th South Asian Games** to be held in February 2016.

In the 12th South Asian Games there will be approximately 4500 athletes and 1400 Games Officials, 4000 volunteers, 23 sports disciplines, International media, VIP's, Dignitaries, Other Officials . OC-SAG has to contract with national agency or individual experts to design and deliver 'Procurement of Technical Officials & Workforce Uniform.

This RFP of the 12th South Asian Games for Procurement of Technical Officials & Workforce Uniform comprises the bidding guidelines, instructions to the bidders, evaluation criteria, formats for bid response etc.

12th South Asian Games seeks proposals from experienced and qualified Uniform dealers/ suppliers to provide a range of International Federation Classified/ approved and International Federation Non-Classified Procurement of Technical Officials & Workforce Uniform for all 23 Sports (Athletics, Basketball, Cycling, Football, Handball, Hockey, Kabaddi, Kho-Kho, Shooting, Squash, Swimming, Triathlon, Volleyball, Weightlifting, Wrestling, Archery, Badminton, Boxing, Judo, Table Tennis, Taekwondo, Tennis, Wushu) for the conduct of the 12th South Asian Games.

OC-SAG reserves the right to add or eliminate certain items from the list and may not place the order for supply for certain items.

The prices quoted will include the basic cost plus packing fees etc.

The price would be inclusive of all taxes, duties, charges and levies as applicable. Any other taxes to be indicated separately.

Breakup of the taxes will have to be given

4. INSTRUCTIONS TO BIDDERS

4.1 The Bidders can download the details of this tender and its supporting documents from the website: <http://assamtenders.gov.in>. The tender documents have to be purchased online only.

4.2 The bidders participating for the first time for e-Tenders on e-Tendering portal will have to complete Online Registration Process for the e-Tendering portal.

4.3 All Bidders interested in participating in the online e-Tendering process are required to obtain Class II or Class III Digital Certificates. The Tender should be prepared and submitted online using individual's digital signature certificate.

4.4 Bidders Tool Kit Link (detailed help documents designed for bidders) has been provided on e-Tendering website in order to guide them through different steps involved during e-Tendering such as online procedure for tender document purchase, bid preparation and bid

submission. If any assistance is required regarding e-Tendering (registration/upload/download) please contact the Govt. of Assam e-Tendering **Help Desk at number: 0361-2260254, 2261964**

5. PURCHASE AND DOWNLOADING OF TENDER FORMS:

5.1 The Tender document is uploaded by the Government of Assam on the e-tendering website <http://assamtenders.gov.in>. The Tender document and its supporting documents have to be purchased online and downloaded from the same by filling Demand Draft details online. Subsequently, Bid has to be prepared and submitted ONLINE ONLY as per the schedule.

5.2 Tender forms will not be sold/ issued manually.

5.3 Only those Tender offers shall be accepted for evaluation for which non-refundable Tender Document Fee INR 10000/- and Tender Processing Fee INR 5000/- as mentioned in the Tender items list, in the form of Demand Draft/Bankers Cheque from Nationalized Bank drawn in favour of “Organising Committee South Asian Games” 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 Supplier of Technical Officials & Workforce Uniform Agency shall fulfill the following pre-qualification criteria:

- 6.1 The Agency should be able to handle the tasks detailed in the Scope of Work of the RFP.
- 6.2 It should have an average annual financial turnover of Rs.One Crore during the last three financial years or Rs two Crore in the last financial year.
- 6.3 It should have sufficient manpower to handle the scope of work.
- 6.4 The Agency should have valid PAN, VAT and Service Tax Registration.
- 6.5 The Bidder should be a Company/ Firm in operation in India for the last three years (and should have a registered office in India).
- 6.6 The Bidder should have supplied some/all mentioned apparels to a minimum of 10 organizations (or sporting companies). For at least 3 of the above mentioned companies the bidder should have made supply exceeding 5000 pieces of apparel(or similar items as is included in the RFP scope of work).

7. SCOPE OF WORK

OC-SAG, GUWAHATI/SHILLONG seeks to appoint a uniform supplier for the supply and delivery of Uniforms.

The successful Bidder will be required to work with OC-SAG, GUWAHATI/SHILLONG to create and deliver a uniform solution that incorporates:

- Uniform supply
- Delivery at the Main Accreditation Centre

The uniform solution is integral to achieving successful games and will serve to identify the Workforce (paid staff), Technical Officials and Athletes and promote an image of the games and the host city, Guwahati/Shillong.

OC-SAG, GUWAHATI/SHILLONG requires a process which incorporates Supply and Delivery of Uniform Items from the successful Bidder. In regard to Storage and Distribution of Uniform, the OC-SAG, GUWAHATI/SHILLONG has established a Main Accreditation Centre (“MAC” is a place where OC-SAG, GUWAHATI/SHILLONG will distribute uniform and accreditation to the workforce (paid staff) and other constituents groups (Technical officials, etc.) as required.

7.1. CONSTITUENT MAKEUP - UNIFORM REQUIREMENTS

OC-SAG, GUWAHATI/SHILLONG is required to deliver Uniform to the Games Technical Officials and Workforce. The Games Technical Officials & Workforce will work out to 1900 approximately.

7.1.1. UNIFORM DESIGN & LOOK

The successful Bidder should keep in mind the following aspects:

- A strong OC-SAG, GUWAHATI/SHILLONG, and SAOC brand and image.
- A diverse range of sizes, shapes and preference of Technical Officials & Workforce.
- Tight budget constraints
- Large volumes and short time frames (particularly in regard to distribution).
- All numbers provided are currently approximations; the vendor should include a leverage up to 15% (could it be less) over the numbers provided when quoting.
- All numbers include a contingency for size distribution fluctuations, loss damage and replacement.
- Final numbers by line item will be known at the time of placing orders.
- Uniform needs to cater to wet weather conditions.
- The ability to assist OC-SAG, GUWAHATI/SHILLONG, with the supply of requirements that are currently not envisaged or scoped on terms and conditions to be agreed in good faith.
- Logo of the supplier should not be visible on the items supplied as a part of this RFP.
- The design of the uniforms will be prescribed at the time of signing of contracts.

7.2 SUPPLY & DELIVERY

7.2.1 Key Dates/Milestones

Listed Below is planned timelines for the Uniform Program Area:

| Sr. No. | Events | Dates |
|---------|--|----------------------------------|
| 1. | Appointment of the successful Bidder | 15 th , December 2015 |
| 2. | Develop and present samples of Uniform Kit items with Logo application in all the sizes (XS, S, M, L, XL, XXL etc.) | 20 th December'2015 |
| 3. | Modification by the supplier and counter sample approval by OC-SAG, GUWAHATI/SHILLONG | 26 th , December'2015 |
| 4. | Uniform delivery Schedule and Packaging Plan to be provided to the successful Bidder by OC-SAG, Guwahati | 5 th January 2016 |
| 5. | Uniform Delivery to the Games Main Logistics Centre according to the Uniform Delivery Schedule and in accordance to the Packaging Plan provided to the successful bidder | 1st February 2016 |
| 6. | Distribution Centre open and operational until the end of the first week of Games | 15 th Feb'2016 |

* Please note that the dates are tentative and subject to change at the discretion of the OC-SAG, Guwahati/Shillong.

OC-SAG, GUWAHATI/SHILLONG, has the following requirements for acceptance within Compliance Schedule.

- 7.2.2 OC-SAG, GUWAHATI/SHILLONG requires weekly reporting information in regard to production volumes/ progress (report content to be agreed as part of appointment process.)
- 7.2.3 Cartons to be palletized for delivery into OC-SAG, GUWAHATI/SHILLONG, specified warehouse, with pallet dimension and enclosed in non-transparent shrink wrap plastic. A detailed packaging plan would be provided later.
- 7.2.4 The delivery window to OC-SAG, GUWAHATI/SHILLONG is the period by 25/01/2016. However, replacements/ just-in-time delivery may be required later as well. Reasonable variations to delivery schedule would be provided based on availability of information.
- 7.2.5 Respondents should provide details in respect to their ability to provide multiple deliveries on a Just in time basis, should this be a requirement.
- 7.2.6 The successful Bidder would be provided with a Uniform Delivery Schedule which would list out the details in terms of timelines to be adhered to.

7.2.7 The successful Bidder would also be provided with a packaging plan which would be notified subsequently.

7.3 SUPPLIER INTERNAL PROJECT MANAGEMENT

It is expected that the supplier will establish an internal project management team which will consist of 2 (two) supervisors who will liaise with the OC-SAG, GUWAHATI/SHILLONG, to ensure delivery of the Uniform to the workforce meeting the time, quality and cost targets. The OC-SAG, GUWAHATI/SHILLONG would also implement a quality monitoring and control process, which would be communicated to the Successful Bidder at the time of signing of contract. Any item not found to be satisfactory as per this process would need to be replaced by the supplier.

7.4 STORAGE & DISTRIBUTION (Main Accreditation Centre)

As stated previously, OC-SAG, GUWAHATI/SHILLONG will have a Storage and Distribution facility suitable for use as a MAC where uniform and accreditation cards will be stored and distributed to the workforce and other constituents groups, as required. For the Uniform program, the site will also be the location of on-site pick and pack, uniform fittings, etc.

7.4.1 Background Information

The primary purpose of the MAC is to fit and distribute uniform to the Games Technical Officials and to issue accreditation to all participating in the Games. This venue will be one of the few Games venues to operate prior to the Games and will be the first venue to be visited by the Technical Officials. It will be important to ensure that the venue promotes the excitement and energy that typifies major international multi-sport events.

A total number of 1900 workforces will be accredited and uniformed at this facility. Given that the facility would be live between 02/02/2016 and 16/02/2016, the supplier would need to make all reasonable efforts to make changes in delivery schedules based on real time operational needs.

7.5 GARMENT SPECIFICATION GUIDE

7.5.1 OC-SAG, GUWAHATI/SHILLONG provides the following indicative product items which the successful Bidder needs to provide. It is not expected that major variations to these requirements will occur. However, the OC-SAG, GUWAHATI/SHILLONG, reserves the right to withdraw or add products should our needs change prior to contracting with the successful Bidder.

7.5.2 This is a tentative product list subject to changes by OC-SAG, GUWAHATI/SHILLONG:

| Formal Uniform | No. of Items* | |
|-----------------|-------------------------------|-------|
| | Technical Officials/Delegates | Total |
| Formal Blazer** | 1400 | 1400 |
| Formal Pants** | 1400 | 2800 |
| Formal Shirts** | 1400 | 2800 |
| Tie | 1400 | 1400 |
| T shirt | 1400 | 1400 |
| Cap | 1400 | 1400 |
| Socks | 1400 | 1400 |

| | | |
|-----------------------|-------------------------|--------------|
| Formal Shoes | 1400 | 1400 |
| Total | 11200 | 14000 |
| Formal Uniform | No. of Items* | |
| | No. of Workforce | Total |
| Formal Blazer** | 500 | 500 |
| Formal Pants** | 500 | 500 |
| Formal Shirts** | 500 | 500 |
| Formal shoes | 500 | 500 |
| Bagpack | 500 | 500 |
| Cap | 500 | 500 |
| Socks | 500 | 500 |
| Total | 3000 | 3000 |

The number of items taken into accounts the estimated overage of 15% for Formal Blazer, Formal Pants and Formal Shirts. Also the number of items is subject to change based on the requirements of the OC-SAG, GUWAHATI/SHILLONG.

**These items may have a male and female variant e.g. Shirts, Pants, etc.

7.5.3 OC-SAG, GUWAHATI/SHILLONG is willing to consider alternative means of distinguishing the three groups of workforce other than by use of arm bands where the alternative provides a better functional solution and is of equal or less cost.

7.5.4 The breakup of various sizes in which the items of the Uniform Kit are to be supplied would be communicated to the successful Bidder subsequently.

7.5.5 Suggested Fabric:

The colour specifications of the Technical Officials & Workforce' Uniform are as given below:

| Item | Colour |
|---------------|---------------|
| Formal Blazer | As Per OC-SAG |
| Formal Pants | As Per OC-SAG |
| Formal Shirts | As Per OC-SAG |
| Tie | As Per OC-SAG |
| T-Shirt | As Per OC-SAG |
| Cap | As Per OC-SAG |
| Formal Shoes | As Per OC-SAG |
| Socks | |

Detailed specifications for the fabrics for the Technical Officials & Workforce' Uniform are as given below:

| Item | Fabric Specification |
|---------------|---|
| Formal Blazer | Poly-Viscose with Mat Texture (Polyester 65%, Viscose 35%) with Polyester 100% Lining |
| Formal Pants | Poly-Viscose (Polyester 65%, Viscose 35%) or 100 % Polyester |
| Formal Shirts | Poly- Cotton (Polyester 65%, Cotton 35%) |
| Tie | 100 % Polyester |
| T-shirt | |

| | |
|--------------|--|
| Cap | |
| Formal Shoes | |
| Socks | |

A sample of the fabric will be shared with the Bidders at the Pre-Bid Meeting. For any modifications in the specifications, the successful Bidder would be required to work back with the OC-SAG, GUWAHATI/SHILLONG for approval of the same. Any variations beyond the specified quality of the fabric will be considered after selection of the bidder and only in case of the fabric provided is of a higher quality than specified at no extra cost as per the color/shade suggested.

7.5.6 Official Logo Placement

The Official South Asian Games- Guwahati/Shillong will be embroidered on the pocket of the Formal Blazer and shirts in true-color embroidery/ Dye to Match (DTM) embroidery.

7.5.7 Suggested Size and Cutting Ratios

The following table of ratios applies to the Technical Officials & Workforce' Uniform:

| Sizes | | | | | | |
|----------------------|-----------|-----------|-----------|-----------|------------|------------|
| Blazers | | | | | | |
| Sizes | XS | S | M | L | XL | XXL |
| Percentage | 10 | 10 | 20 | 20 | 30 | 10 |
| Formal Shirts | | | | | | |
| Sizes | XS | S | M | L | XL | XXL |
| Percentage | 10 | 10 | 20 | 20 | 30 | 10 |
| Formal Pants | | | | | | |
| Sizes | S | M | L | XL | XXL | |
| Percentage | 10 | 10 | 40 | 30 | 10 | |

**The ratios are tentative and would be confirmed by the OC-SAG, GUWAHATI/SHILLONG to successful Bidder.

The supplier is required to supply all uniform kit items taking into consideration the following:

- A quality control process must be implemented and samples should be provided of all items to OC-SAG, GUWAHATI/SHILLONG.
- Ability to offer sufficient supply and ordering flexibility to cover the unpredictable size distribution
- A demonstrated ability to supply short runs to meet additional uniform requirements at extremely short notice, to cater for increases in workforce numbers or changes in size demographics
- A demonstrated ability and appropriate contingency plans to deliver the uniform within the proposed time frames
- A risk management strategy that can provide alternative manufacturing sites if required
- Ability to contract to have enough fabric and supply capacity to supply small and unplanned runs
- The OC-SAG, GUWAHATI/SHILLONG reserves the right to liquidate any excess items at the end of the games at its discretion

8. COST OF BID -

8.1 The Tender Document Fee of INR 10,000/-(non-refundable) and a non-refundable Tender Processing Fee of INR 5000/-is to be submitted. The bidder shall issue separate Demand Drafts payable in favour of OC-SAG for the amounts of the Tender Document Fee and Tender Processing Fee in favour of "OC-SAG, Guwahat, payable at Guwahati.

9. EARNEST MONEY DEPOSIT

- 9.1 Bidders shall submit, along with their Bids, EMD of Rs 3,00,000/- (INR three lakhs only) in the form of a Demand Draft or Pay order from any nationalized bank in favour of the Organising Committee, South Asian Games 2016. Bid security in any other form will not be accepted.
- 9.2 The bid securities of all unsuccessful bidders will be refunded by the Organising Committee, South Asian Games 2016 after the award of contract. The bid security after award of the contract of the successful bidder will be returned upon submission of Performance Guarantee.
- 9.3 No interest shall be payable on the bid security`
- 9.4 The bid security amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- 9.5 The bid submitted without bid security 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 RFP.
 - The bidder does not respond to requests for clarification of its Bid.
 - The bidder fails to provide required information during the evaluation process or is found to be non-responsive or has submitted false information in support of its qualification.
 - In case of a successful bidder, the said bidder fails to sign the Agreement in time; or does not furnish the mandatory Performance Security.
 - The bidder materially alters his bid during the bid processing period.

10. BID SCHEDULE

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

| Sr. No | INFORMATION | DETAILS |
|---------------|--|--|
| 1 | Non- Refundable Tender Cost and Tender Processing Fee | INR 10000 and INR 5000 |
| 2 | Publishing of RFP through e-tender | Date 13-11-15 |
| 3 | Earnest Money Deposit (EMD) | Rs. 3,00,000/- (INR three lakhs only) |
| 4 | Last date for submission of written queries for clarifications. | Date 16-11-15 and Time 15:00 |
| 5 | Date of Pre-bid conference & Venue | Date 19-11-2015 at 11.00 AM Venue: Office of the Organising Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040 |
| 6 | Release of response to clarifications (by email only) | Date 23-11-15 |
| 7 | Last date (deadline) for receipt of proposals in response to RFP notice (online only) | Date 04-12-15 Time 1100hrs |
| 8 | Place, Time and Date of opening of Pre Bid proposals received in response to the RFP notice | Date 04-12-15 Time 15:00 Hrs Venue: Office of the Organising Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040 |
| 9 | Place, Time and Date of opening of Technical proposals received in response to the RFP notice | Date 05-12-2015 Time 15:00 |
| 10 | 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. |
| 11 | Contact Person for queries | Mr.N.N Barkakoty Sports FA Head nityanand.ocsag@gmail.com |
| 12 | Address at which proposal in response to RFP notice is to be submitted | Office of the Organising Committee, 12th South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040 |
| 13 | Estimated cost of work | INR 98,48,000 |

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

11. PRE-BID CONFERENCE

OC-SAG will host a Pre-Bid Conference, scheduled on 19th November 2015 at 11.00 hrs **Organising Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati-781040**. The representatives of the interested organizations may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed solution requirements with reference to the particular RFP. The OC-SAG shall provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project during the pre-bid conference. Only those bidders who have purchased the tender document shall be allowed to attend 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 mailing address of the organization including phone, fax and email points of contact & contact details of local office as well | |
| | | | | Tel: | |
| | | | | Fax: | |
| | | | | Email: | |
| Sl. No. | Bidding Document Reference(s) (section number/page) | Content of RFP requiring clarification | Points of Clarification required. | | |

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

13. SUBMISSION OF PROPOSAL

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

13.2 The Applicant is required to upload :

- Scanned copy of D.D. / Pay Order drawn against the Tender cost and processing fees.
- E.M.D of Rs3,00,000/- (INR three lakhs only) be paid as per paragraph 9.
- Bid Eligibility Criteria documents submission and purchase as mentioned in Paragraph 6.
- Technical Bid documents to be uploaded as mentioned in point 20.2.
- Commercial Bid as per prescribed paragraph 20.3.
- Potential applicant must complete and sign the Undertaking at ANNEXURE –I.
- 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 on each page) 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 initialed/attested by the Bidder.

13.6 Bidder must ensure that the Technical Bid soft copies do not contain any Commercial items /prices.

13.7 If any Bidder does not qualify in technical evaluation, the Commercial Proposals shall be returned unopened to the bidder.

13.8 The Bids shall be valid for a period of six (6) months from the date of opening of the Bids. A Bid valid for a shorter period may be rejected as nonresponsive. On completion of the validity period, unless the bidder withdraws the Bid/ proposal in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws the same.

13.9 In exceptional circumstances, at its discretion, OC-SAG may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or by fax or email.

13.10 The sealed envelope containing the Bids (Envelope #1, #2 and #3) must be received in the office of the Organising Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040_ between 10 am to 5 pm on any working day up to 25/11/2015 . 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 PROCUREMENT OF
TECHNICAL OFFICIALS & WORKFORCE UNIFORM 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 Technical

- Incomplete bids that do not quote for the complete Scope of Work as indicated in the bidding documents, addendum (if any) and any subsequent information given to the bidder.
- Bids providing information that is found to be incorrect/misleading at any stage/time during the Tendering process.
- Technical Bid containing commercial details.
- Bids that reveal prices in any form or by any means before opening the Commercial Bid.
- OC-SAG reserves the right to accept any bid 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 made through Tele fax/Telegraphic/Fax/E-mail.
- Bids which do not confirm unconditional validity of the bid for 90 days from date of opening of bid.
- Bids which do not conform to OC-SAG bid format.
- Bids in respect to which the bidder does not accept OC-SAG rectification of clerical/arithmetical discrepancies in the commercial bid, if any.
- Any Commercial Bid that does not comply with the conditions laid down by OC-SAG.

14.3 Other

- Bids that do not confirm to unconditional acceptance of full responsibility of executing the “Scope of Work” or the amended scope of work, as deemed appropriate by OC-SAG of this tender.
- Bids in which the bidder seeks to influence the OC-SAG bid evaluation, bid comparison or contract award decisions.
- In view of two bid systems, OC-SAG may first open technical bids. If the same is not

complete and lacking with respect to any requirement(s), the same would be rejected straightaway & without opening the commercial bid.

- By adopting the procedure above, the commercial bids of those bidders, whose technical bid(s) are found acceptable, shall be opened and processed further as per rules laid down for the same.
- Bids that are submitted late will be rejected.

15 CORRECTION OF ERROR

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

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 price quoted in the Commercial Proposal shall be the only payment, payable by OC-SAG to the successful Bidder for completion of the contractual obligations by the successful Bidder under the Contract, subject to the terms of payment specified as in the proposed commercial bid or the ones agreed between OC-SAG and the Bidder after negotiations. The price would be inclusive of all taxes, duties, charges and levies as applicable.
- 16.3. The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of the validity of the proposal and the contract. A

proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.

16.4 It is mandatory to provide break-up of all taxes, duties and levies wherever applicable and/or payable. All the taxes of any nature whatsoever shall be borne by the Bidder including any additional taxes/levies due to change in tax rates.

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

16.6. OC-SAG reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated within specified time frames.

17 CONFIDENTIALITY OF RFP DOCUMENT

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

18 BIDDING FORMAT

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

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

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

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

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

19 DOCUMENTS TO BE SUBMITTED WITH THE BID

Proposals must be direct, concise, and complete. OC-SAG, GUWAHATI/SHILLONG will evaluate bidder's proposal based on its clarity and the directness of its response to the requirements of the project as outlined in this RFP. Bidders shall furnish the required information on their technical and commercial proposals in the enclosed formats only. Any deviations in format will be liable for rejection.

19.1 MODE OF SUBMISSION

| Envelope | Details |
|---|--|
| Availability of Tender Documents | Tender documents can be downloaded from http://tender.gov.in . For the detailed tender notice, please visit our website http://assamtenders.gov.in and for participation in e-tender please visit our e-tender website. http://assamtenders.gov.in . http://tender.gov.in . 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 EMD |
| Registration of Vendors | The bidders are required to get registered with http://assamtenders.gov.in . The intending bidder must have valid digital signature to submit the bid. |
| EMD | Earnest money deposit for Rs3,00,000/- (INR three lakhs only) form of Bank Guarantee drawn in favour of the Executive Director, SAG from any nationalized bank payable at Guwahati shall be scanned and uploaded to the e-tendering website within the period of tender application submission and the originals to be deposited in the office of the OC - S A G , G u w a h a t i on or before the tender submission date. |
| Tender Document and Tender Processing Fees | <ol style="list-style-type: none"> 1. A Demand Draft of INR 10,000/- drawn on any Nationalized Bank in favour of OC-SAG payable at Guwahati as Cost of tender documents. 2. A Demand Draft of INR 5,000/- drawn on any Nationalized Bank in favour of the OC-SAG, Guwahati payable at Guwahati as tender processing fee. <i>All the three demand drafts towards EMD, Cost of Tender Document and the Tender processing fee shall be placed in single envelope superscripted as 'Earnest Money cost of tender documents and cost of tender processing fee' with the name of Project and the due date of opening of the bid mentioned and to be deposited in the office of the (OC-SAG) on or before the tender submission date.</i> |

- ii. OC-SAG, GUWAHATI/SHILLONG will not accept delivery of proposal in any manner other than Tendering process. Proposal delivered in any other manner shall be treated

- as defective, invalid and rejected.
- iii. Technical proposal should not contain any commercial information otherwise the bid would be automatically rejected.
 - iv. The technical and commercial proposals should be submitted online along with a certified true copy of the corporate sanctions/approvals authorizing its authorized representative to sign/act/execute documents forming part of this proposal including various RFP documents and binding contract, at the address and time as specified in this RFP through e-tendering process.
 - v. The commercial bid shall be opened for the bidders qualifying in Technical evaluation.
 - vi. The proposals shall be valid for a period of six (6) months from the date of opening of the proposals. A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his proposal.

In exceptional circumstances, at its discretion, South Asian Games Guwahati/Shillong may solicit the bidder's consent for an extension of the validity period. The request and the responses there to shall be made in writing or by fax or email

20. EVALUATION OF BIDS

i. A tiered evaluation procedure will be adopted for evaluation of proposals, with the technical evaluation being completed before the commercial proposals are opened and compared.

ii. South Asian Games Guwahati/Shillong will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified. OC-SAG-2016, may seek inputs from their professional, external experts in the technical and commercial evaluation process.

iii. South Asian Games Guwahati/Shillong shall assign technical score to the bidders based on the technical evaluation criteria. The bidders with a technical score above the threshold as specified in the technical evaluation criteria shall technically qualify for the commercial evaluation stage.

iv. The commercial bids for the technically qualified bidders will then be opened online and reviewed to determine whether the commercial bids are substantially responsive.

20.1 PRE-QUALIFICATION (PQ) BID

The Bidder must satisfy each of the qualifying clauses indicated in the PQ Bid, as specified for Appointment of Supplier of Technical Officials & Workforcee' Uniform with supporting documents.

The eligibility criteria are given in the table below:

| <u>Sr. No</u> | <u>Parameter</u> | <u>Supporting Document(s)</u> |
|---------------|---|--|
| 1 | The Bidder should be a Company/ Firm in operation in India for the last 3 years (and should have a registered office in India) | Certificate of Incorporation Service Tax Returns copy AND any other relevant document to be furnished in this regard |
| 2 | The Bidder should have supplied some/all mentioned apparels to a minimum of 10 organizations (or sporting companies). For at least 3 of the above mentioned companies the bidder should have made supply exceeding 5000 pieces of apparel(or similar items as is included in the RFP scope of work) | Undertaking from the Bidder in the specified format as mentioned in Annexure-V |
| 3 | The Bidder should have an average turnover of Rs 1 Crore during the last three financial years or at least INR 2,00,00,000 (INR 2 Crore) or more in the last Financial Year. | Audited Financial Statement (Balance sheet and Profit and Loss Account) for the last three Financial Years And/or Certificate from the statutory Auditors |

****Bidders shall have to enclose documentary evidence in support of the stipulated PQ eligibility criteria, in the absence of which, the bids shall be rejected.**

20.2 EVALUATION OF TECHNICAL PROPOSAL

The bidders' technical solution proposed in the bid document is evaluated as per the Requirements specified in the RFP and adopting the evaluation criteria spelt out in this RFP. The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. detailed project citations and completion certificates, client contact information for verification, profiles of project resources and all others) as required for technical evaluation. The attested copies of supporting documents shall be scanned and uploaded along with the bid.

20.2.1 Technical Evaluation Methodology

Following will be the Technical Evaluation Methodology:

- i. Each Technical Bid will be assigned a technical score out of a maximum of 70 points.
- ii. Technical bids would be analyzed and evaluated by a Evaluation Committee constituted for the purpose. Technical score to the bidders will be based on the technical evaluation criteria. The technical score will carry weight of in the overall evaluation.

Technical Evaluation scoring matrix would be as under:-

| S. No | Evaluation Criteria | Weightage in technical score | Minimum technical score | Supporting Documents |
|--------------|--|-------------------------------------|--------------------------------|---|
| 1. | Experience in supply of apparel to events/Sporting Organizations/large companies | 20 | 12 | Online submission as well as submission in Hard copies (Annexure-VI) |
| 2. | Experience in supply of apparel on a large scale | 20 | 12 | Online submission as well as submission in Hard copies (Annexure -VI) |
| 3. | Showcase of past products/prototypes of products of similar quality to the specifications mentioned in Clause 4.5.5 in case previously not supplied to a prior client*** | 30 | 18 | Quality of items previously supplied/prototypes of products of similar quality in case previously not supplied to a prior client (Annexure-VIII) Formal Blazer Formal Pants Formal Shirt Tie |

**** Scoring Pattern**

| | | |
|----------|---|--|
| 1 | (a) Years of Experience in Supply of Apparels | Marks |
| | 2 Years | 10 |
| | 3- 6 Years | 15 |
| | 7+ Years | 20 |
| | (b) Experience in Supply of Apparels in Large Quantity | Marks |
| | Supply to minimum of 10 Organizations with an order of 5000 Pieces | 12 |
| | Supply to 11 – 13 Organizations with an order of 5001 – 7500 Pieces | 15 |
| | Supply to 14+ Organizations with an order of 7500+ Pieces | 20 |
| 2 | Showcase of past products/prototypes | Maximum 30 marks depending on the quality of the products. |

***** Expert Committee will assign marks on the basis of the assessment of the previously supplied products vis-à-vis the sample.**

20.2.2 Analysis of Technical bid:

In this part, the technical phase of the bid will be analyzed and evaluated and the technical bid marks shall be assigned to each shortlisted bidder on the basis of the above evaluation matrix.

- i. A committee of experts will assign marks on the samples submitted by the vendors as per the scoring pattern mentioned above.
- ii. OC-SAG, Guwahati/Shillong shall evaluate and rank Technical Bid on the basis of Bid's responsiveness to the scope using the evaluation criteria and score system specified above in the Evaluation Table. Each Technical Bid will receive a technical score. A Bid shall be rejected if it does not achieve the minimum technical mark of 60% of the weightage in Technical Score in each of the parameters and overall Technical score of 42 from the maximum of 70 points.
- iii. Each competency group will have Minimum Qualification Score as mentioned above. Bids receiving marks greater than or equal to the Minimum Qualification Score in the Technical Bid will be eligible for the opening of the Commercial Bid. If required, OC-SAG, Guwahati/Shillong may seek specific clarifications from all any or all bidder (s) at this stage. OC-SAG, Guwahati/Shillong shall determine the bidder(s) that qualify for the next phase after reviewing clarifications provided by the bidder(s).
- iv. The bids of bidders who have cleared the Minimum Qualification Score shall be ranked on the basis of the Technical bid marks and declared :”Technical Qualified Bids”
- v. The technically shortlisted bidders will be informed of the date and venue of the opening of the commercial bids through online (e-tender) email communication.

20.3 EVALUATION OF COMMERCIAL BIDS

The Commercial Bids of those bidders only that will qualify in technical bid, shall be opened. The Lowest Commercial Bid, If otherwise found to be in order, will be considered for acceptance.

Commercial Bids of the Bidders that do not qualify in the technical bid, shall be returned unopened.

- i. The Commercial Bids of the bidder, who are technically qualified, 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.
- ii. The Bid of the bidder, who has been declared “Best Bid (L1)” will be awarded the work if the Commercial Bid of the bidder is found to be in place as per the Tender requirement and overall Bid of the bidder is determined to be qualified to perform the work satisfactorily.
- iii. Commercial bids would be analyzed and evaluated by an Evaluation Committee constituted for the purpose. The bidder quoting the lowest commercial value will be invited for negotiations for awarding the contract.
- iv. In case of a tie where two or more bidders quote the same lowest commercials, the bidder with the higher technical score will be invited first for negotiations for awarding the contract.
- v. The bidder has to quote for all items under the schedule otherwise the bid will be rejected.

21 DECLARATION OF SUCCESSFUL BIDDER

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

22 RIGHT TO VARY SCOPE OF WORK

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

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

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

24 NOTIFICATION OF AWARD

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

accepted.

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

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

25 SIGNING OF CONTRACT

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.

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 award the contract to the next best value bidder as in this RFP or call for new proposals . .

27 REVELATION OF COMMERCIALS

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

28 PERFORMANCE SECURITY

28.1 To ensure due performance of the Contract, Performance Security is to be obtained from the bidder, which has been selected. Performance Security is required to be in accordance with Annexure IV.

28.2 Bidder, to whom the letter of Intent is issued, shall have to furnish a "Performance Security" of 10% of the accepted value of the contract in the form of Bank Guarantee (irrevocable) from any Nationalized Bank in an acceptable form to be submitted within 15 days of the receipt of the Letter of Acceptance.

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 Work Order 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 up to the period of 180 days post- closing of the

games or 30 days after submission of all documentation and reports (whichever applies first) and may be extended by a further period, as deemed appropriate by OC-SAG.

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

28.5 Failure to comply with the requirements of Scope of Work specified in this RFP, as per the judgment of OC-SAG, shall constitute sufficient grounds for the forfeiture of the Performance Security.

28.6 The “Performance Security” shall be released after completion of the contract in all respects and provided further that there is no breach of the contract on the part of the bidder..

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

29. AWARD OF CONTRACT

29.1 Award Criteria

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

29.2 OC-SAG’s Right to vary Quantities at Time of Award

OC-SAG reserves the right at the time of contract award to increase or decrease by up to 25% of the quantity of goods and services originally specified in the scope of work without any change in unit price or other terms and conditions

30. TERMS OF PAYMENT

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

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

30.3 The price quoted in the Commercial Proposal shall be the only payment, payable by OC-SAG to the successful Bidder for completion of the contractual obligations by the successful Bidder under the Contract, subject to the terms of payment specified as in the proposed COMERCIAL BID or the one agreed between OC-SAG and the Bidder after negotiations. The price would be inclusive of all taxes,

duties, charges and levies as applicable.

30.4 The prices, once offered, must remain fixed and must not be subject to escalation for any reason what so ever with in the period of the validity of the proposal and the contract. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.

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

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

30.7 OC-SAG reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated with in specified time frames.

31. TERMS AND CONDITIONS

- a. All the information/details to be supported by authentic documents duly certified by the authorized signatory.
- b. OC-SAG reserves the right to counter offer the selected bidders to bring at par with the lowest rates quoted in the commercial bid by the selected bidder.
- c. OC-SAG reserves the right to re-call or cancel the process of appointment of bidder under this RFP at any time and to invite fresh bids in respect of the mandate herein proposed;
- d. OC-SAG reserves the right to extend the time for submission of bids at its sole discretion at any time prior to the Due Date;
- e. Save as expressly authorized by OC-SAG in writing the service provider shall not without OC-SAG’s prior express approval incur any liabilities on behalf of OC-SAG nor pledge the credit of OC-SAG nor make any representations nor give any warranty on behalf of OC-SAG;
- f. The mere submission of bids in response to this RFP by a bidder, or the rejection thereof by OC-SAG in its absolute discretion, shall not itself constitute any relationship, legal or otherwise between OC-SAG and the bidder or 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;

- g. In the event of any misstatement or misrepresentation being discovered or detected in the information furnished/ documents submitted by the bidder in response to this advertisement/RFP or at any later stage or in the event any contravention by the bidder of the conditions and criteria stipulated by OC-SAG, the appointment/ engagement of the bidder shall stand terminated /cancelled and no further fee shall be payable or be paid by OS-SAG to the bidder and the Earnest Money Deposit/performance guarantee, as applicable , submitted by the bidder shall be forfeited forthwith by OC-SAG , without any further notice.
- h. The bidder must strictly comply with all terms and conditions herein.
- i. OC- reserves the right to call upon any or all 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;
- j. OC-SAG is not bound to accept the lowest Commercial Bid as the technical competence , legal standing of the Bidder and the quality of services anticipated to be provided by the Bidder (to be determined primarily on the basis of the documents/information provided by the bidder or presentation made by the bidder) shall be material criteria for awarding the Bid;
- k. Any and all information contained in the Bid document has been furnished by OC-SAG in good faith and with the sole objective to assist the bidder to assess and respond to the RFP 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.
- l. The bidder shall maintain and provide at its own expense and to the reasonable satisfaction of OC-SAG such offices and other premises

administration facilities and marketing organization as may be necessary for the efficient and effective performance of its obligations under this Agreement.

- m. While due care has been taken by OC-SAG to provide information as is reasonably necessary for the bidder to evaluate the opportunity contained in the Bid Document, OC-SAG shall not be responsible or in any way be held liable for any inaccuracy or errors or omission or fact contained herein, nor for the consequences of any reliance by the bidder upon any information or representation contained herein in the event of any loss and/or damage suffered by the bidder on account of such reliance upon information or representation contained in the Bid Document. This Bid Document is OC-SAG privileged and is given for the benefit of OC-SAG solely in relation to the above invitation for RFP. It is not to be transmitted to any other person nor is it to be relied upon by any other person or for any other purpose or quoted or referred to.
- n. 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 & 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 nothing in this RFP will be construed as granting any property rights, by license or otherwise, to any Confidential Information of OC-SAG, or to any invention or any patent, copyright, trademark or other intellectual property right that has issued or that may 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 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 ; and
 - c) Save as expressly stated in this Agreement, OC-SAG will not be liable in any way to the ‘Technical Officials & Workforce Uniform’ by reason of the termination or cancellation.
- 36.2 From the effective date of termination of this Agreement under clause 30.1, the ‘Technical Officials & Workforce Uniform’ shall, unless OC-SAG requires otherwise.
- 36.3 The following facilities will be extended to the service provider:

- a) The Agency can use the phrase ‘Technical official & Workforce uniform supplier of OC-SAG’.
- b) Performance Certificate will be issued to the Agency after satisfactory completion of works as per the contract.

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 “Event Manager/Producer” means the successful applicant to this RFP who is awarded the work order;

1.14 “Games” means the 12th South Asian Games to be held in Gauhati, Assam and Shillong, Meghalaya.

1.15 “GC” mean these General Conditions of Contract.

1.16 “Government” means the Government of Assam

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 Event Management Firm 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 Event Management Firm or Event Management Firm's agents or employees, nor (ii) any event which a diligent Event Management Firm could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

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

16.2 Measures to be taken

16.2.1 Event Management Firm affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

16.2.2 OC-SAG affected by an event of Force Majeure shall notify the Event Management Firm of such event as soon as possible, and in any case not later than three (3) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

16.2.3 Any period within which an Event Management Firm shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Event Management Firm was unable to perform such action as a result of Force Majeure.

16.2.4 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Event Management Firm, upon instructions by "OC-SAG," shall either: demobilize; or continue with the Services to the extent possible, in which case the Event Management Firm shall continue to be paid proportionately and on pro rata basis, under the terms of the Contract

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

17. Suspensions

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

18. Terminations

18.1 By the “OC-SAG”

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

18.1.2 If the Event Management Firm 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 Event Management Firm commits multiple or recurring breaches of this Agreement whether or not remedied.

18.1.4 If the Event Management Firm 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 Event Management Firm fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 43 & 44 hereof.

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

18.1.7 If the Event Management Firm 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 Event Management Firm 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 Event Management Firm’s Personnel which OC-SAG reasonable considers may have the potential to adversely affect the OC-SAG’s reputation.

18.1.10 If the Event Management Firm fails to provide the quality services as envisaged under this Contract, The Director (Sports) 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 Director (Sports) 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 bidders 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 48 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 Event Management Firm hereby agrees that due to negligence of act of the Event Management Firm, if OC-SAG suffer losses, damages, quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and the Event Management Firm agrees to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

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

The liquidated damages shall be applicable under following circumstances:

(a) If the deliverables are not submitted as per schedule mentioned/ prescribed/laid down, the Event Management Firm shall be liable to pay double the cost of the deliverables.

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

45. Miscellaneous provisions

45.1 “Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.

45.2 Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

45.3 The stadium surface must be protected and any damages rectified within 12 hours of the conclusion of the Opening Ceremony.

45.4 The bidder shall notify OC-SAG of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

45.5 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-I

AGREEMENT FORM

THIS AGREEMENT made theday of....., 20... Between
.....
(*Name of purchaser*) of..... (*Country of Purchaser*) (Here in after called "the Purchaser") of the one part and..... (*Name of Supplier*) of.....
(*City and Country of Supplier*) (Here in 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*) (Here in 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 Remedy defects Therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. Brief particulars of the goods and services which shall be supplied/ provided by the Supplier are as under:

| S. NO. | BRIEF DESCRIPTION | Price | QTY | UNIT | 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-II

BID SECURITY FORM

Whereas..... (*Hereinafter called "the Bidder"*) has submitted its bid dated

.....

(*Date of submission of bid*) for the supply of..... (*Name and/or description of the goods*)

(Here in after called "the Bid").

KNOW ALL PEOPLE by these presents that WE..... (*Name of bank*) of.....
(Name of

Country), having our registered office at..... (*Address of bank*) (Here in after called "the Bank"), are bound unto..... (*Name of Purchaser*) (Here in after called "the Purchaser") in the sum of

_____ For which payment well and truly to be made to the said Purchaser, the

Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____

THE CONDITIONS of this obligation are:

1. If the Bidder

(a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

(b) does not accept the correction of errors in accordance with the ITB; or

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

(a) fails or refuses to execute the Contract Form if required; or

(b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand,

Without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two

Conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (90) days after the period of the bid

Validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the Bank)

Name of Bidder

Annexure-III

PERFORMANCE STATEMENT

Pre-format for Performance Statement (for a period of last three/five years)
Bid No. _____ Date of opening _____ Time Hours

Annexure -IV

PERFORMANCE SECURITY FORM

To: (Name of Purchaser)

WHEREAS

..... (Name of Supplier) hereinafter called "the Supplier"
has
Undertaken, in pursuance of Contract (Notification of Award) No.....dated,..... 20...
to supply..... (Description of Goods and Services)
hereinafter called "the Contract".

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

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

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

This guarantee is valid until theday of.....20.....

Signature and Seal of Guarantors

.....
.....
.....

Date 20....

Address:.....

.....

Annexure -V

PRE-QUALIFICATION BID- BIDDER'S PROFILE

Please provide the following information/ documents:

- **Company / Individual Information**
 - a) Name of the Bidder
 - b) Address of the Bidder

- **Contact Person**
 - a) Name
 - b) Designation
 - c) E-Mail id
 - d) Telephone (with STD code)
 - e) Fax No. (with STD code)

- Work Orders of supplied some/all mentioned apparels to a minimum of 10 organizations (or sporting companies). Work Order for at least 3 of the above mentioned companies with supply exceeding 5000 pieces of apparel (or similar items as is included in the RFP scope of work).

- **Please list out the key personnel with their**
 1. Name
 2. Experience
 3. Qualification

- Please indicate equipment and machinery available to supply the apparels bid for. Documents required:
 1. List of existing equipment and machines available currently with the supplier

- Quality control measures available with the Bidder. Documents required:
 1. Any supporting documents
 2. Description of quality control processes for clients

*Please enclose Certificate of Incorporation, Service Tax Returns Copy and any other relevant documents, Audited financial statement (Balance sheet and Profit & Loss) for the last financial years and/or certificate from the statutory auditors and any other documents required in support of the Prequalification Bid.

Annexure - VI

PRE-QUALIFICATION BID- ELIGIBILITY CRITERIA

For providing details of client organizations of the Bidder

To,

Dear Sir,

This is to certify that (name of the Bidder) has supplied to a minimum of 10 organizations with 5000 or more pieces of apparel or similar merchandise as mentioned in the RFP document.

Given below is the information pertaining to organizations for which (name of the Bidder) has supplied apparel:

| S.No | Name of the Client Organization | Apparel Items Supplied | Year of Delivery | Name, Address & Phone Number of Contact Person in Client Organization** |
|------|---------------------------------|------------------------|------------------|---|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5 | | | | |

Thanking You

(Signature and Seal of the Bidder)

** The OC-SAG, GUWAHATI/SHILLONG, and Guwahati/Shillong reserves the right to contact the person mentioned to verify the details of the information provided by the Bidder

Annexure - VII

TECHNICAL BID- PAST EXPERIENCE

Bidder should provide the details of all similar projects handled in the past in the following format:

| S.No | Name of the Client Organization | Year in which the client was served | Apparel items provided | Structure of the Delivery method of Apparel | Number of items supplied | Name, Address & Phone Number of Contact Person in Client Organization ** |
|------|---------------------------------|-------------------------------------|------------------------|---|--------------------------|---|
| 1. | | | | | | |
| 2. | | | | | | |
| 3. | | | | | | |

Annexure – VIII

TECHNICAL BID- PAST EXPERIENCE

Bidder should provide the details during the showcase of past products/ prototypes of products of similar quality to the specifications mentioned in Clause 4.5.5 in case previously not supplied in the past in the following format:

| S.No | Goods Supplied/prototypes of products of similar quality in case previously not supplied | Goods Previously Supplied (Yes/No) | Name of the Organization (In case of goods previously supplied) |
|------|--|------------------------------------|---|
| 1 | Formal Blazer | | |
| 2 | Formal Pants | | |
| 3 | Formal Shirts | | |
| 4 | Tie | | |
| 5 | Cap | | |
| 6 | T-Shirt | | |
| 7 | Formal Shoes | | |

Annexure -IX

Price Sheet for Commercial Quote

| S r · N | Item | Uni t | Qty | Unit price | Total price | Sales and other taxes payable if any |
|----------------------------|----------------|------------------|------------|-----------------------|--------------------|---|
| 1 | Formal Blazer | | | | | |
| 2 | Formal Pants | | | | | |
| 3 | Formal Shirt | | | | | |
| 4 | Tie | | | | | |
| 5 | Cap | | | | | |
| 6 | T-Shirt | | | | | |
| 7 | Formal Shoes | | | | | |
| | Total Estimate | | | | | |

(One Kit Contains (1 blazer, 2 formal pants, 1 formal shirt, 1 tie, 1 cap, 1 T-Shirt, 1 formal shoe)

Annexure -X

AUTHORIZATION FORM

No. ----- Dated -----

To

OC-SAG, GUWAHATI/SHILLONG
South Asian Games Secretariat,
-----, Guwahati/Shillong

Dear Sir:

E-Tender No.

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

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

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

Yours faithfully,

(Name of Bidder)

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