

**“REQUEST FOR PROPOSAL”  
(RFP)**

**FOR  
APPOINTMENT OF AN AGENCY FOR HIRING OF TIMING SCORING AND RESULTS-  
SYSTEM EQUIPMENT (TSR) & LED TVs  
FOR THE 12TH SOUTH ASIAN GAMES**

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

RFP No: OCSAG/TEC/002/2015-16

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## 1. THE SOUTH ASIAN GAMES

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

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

## 2. THE 12<sup>TH</sup> SOUTH ASIAN GAMES

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

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

## 3. SPORTS

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

### **Guwahati, Assam**

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

### **Shillong, Meghalaya**

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

#### 4. SUMMARY OF THE BID

This Request for Quotation is issued by the Organising Committee – 12<sup>th</sup> South Asian Games (OC-SAG) to obtain Bids for the appointment of hiring agency for the Timing Scoring and Results (TSR) Equipment & LED TVs for 12<sup>th</sup> South Asian Games to be held in February 2016.

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

The successful bidder will be required to efficiently support the Games, and coordinate the competition where a comprehensive Timing Scoring and Results System as well as requisite number of LED TVs would be deployed. The core Timing Scoring and Results components required to implement this System would be the various Display boards, the timing equipment and the software required for score management. Since the equipment would be needed only during the event, Technology Functional Area proposes to hire the Timing Scoring and Results Equipment & LED TVs required for all the games and venues.

#### 5. INSTRUCTIONS TO BIDDERS

5.1 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.

5.2 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.

5.3 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.

5.4 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**

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

- 6.1 The Tender document is uploaded in the e-tendering website <http://assamtenders.gov.in>. The Tender document and its supporting documents have to be downloaded from the same site. Subsequently, Bid has to be prepared and submitted ONLINE ONLY as per the schedule.
- 6.2 Tender forms will not be sold/ issued manually.
- 6.3 Only those Tender offers shall be accepted for evaluation for which non-refundable Tender Document Fee and Tender Processing Fee as mentioned in the Tender items list, in the form of Demand Draft/Pay Order from any Nationalized Bank drawn in favour of “Organising Committee 12th South Asian Games” Payable at Guwahati, Assam are deposited in the office of Organising Committee, C/o Deepak Goswami, NIC, Old Gana sewa Bhawan, Secretariat Complex, Guwahati- 781006 on or before scheduled date given in this RFP.

## **7. ELIGIBILITY CRITERIA**

- 7.1 The Bidder should be a registered Company/Partnership/Sole Proprietorship and should have been in existence for at least 3 years.
- 7.2 Bidder should have executed at least one order of providing Timing Scoring and Results Equipment for a National/ International Games Event in the last 5 years. Bidder has to submit valid work orders specifying amount period and quantity to be clearly stated.
- 7.3 Wherever applicable, the Bidder/Manufacturer’s equipment offered should be compliant to the specifications of the respective International Federation or should have been used in at least 1 event at a continental level.
- 7.4 The product profile of the company along with last 3 years’ turnover, not less than Rs.1.5 Crore per year duly certified must be attached together with the list of reputed firms/offices to which the company is supplying the tendered items. Audited Balance Sheet and Profit and Loss account (amount in Rupees) for last three years should be submitted and the bidder should have sound financial position.
- 7.5 The bidder should not have any of their contracts terminated or blacklisted in the

last three years by any State or Central Government / PSU/ BFSI/ Private Sector. (Affidavit duly notarized to be submitted).

- 7.6 The bidder or at least any one of the Consortium partners should be registered as a company in India as per Company Act 1956 or a Proprietary/Partnership Firm and should have been in operation for a period of at least 3 years. Certificate of Incorporation to be submitted/PAN No. of the company/firm, TIN No. (as applicable): Self attested copies to be attached.
- 7.7 The Bidder should have a fully functional service/ support center in India with a minimum of 10 qualified support staff to provide quality service support.
- 7.8 The Bidder should have executed at least one order of rental /supply of 50 TV Sets in the last 5 years. Bidder has to submit valid work orders clearly specifying amount, period and quantity

## **8. SCOPE OF WORK**

- 8.1 Planning of display boards: The bidder has to assist OC-SAG in drawing a detailed plan for positioning and placement of all the required equipment including the display boards considering the wind, storm, lightning factor, seating arrangements and installation structure and light effects.
- 8.2 Supply of Timing Scoring and Results Equipment: The bidder has to supply the equipment on rental basis as per specifications and requirements mentioned at Financial bid format. All equipment supplied should be of National /International standards and in accordance with individual Sport Federation requirements.
- 8.3 Supply of LED TVs: The bidder has to supply the LED TV on rental basis as per specifications and requirements mentioned at Annexure E and Annexure D. All TVs supplied have to be of reputed brand.
- 8.4 Installation of TSR Equipment: The bidder has to deliver the equipment to the identified locations as per Annexure A and ensure installation of the same along with related Accessories. Additionally all the required temporary structures for the display boards/other equipment should be erected and well painted in accordance with the image and look of the games.
- 8.5 Installation of LED TV Sets: The Bidder has to deliver the LED TV Sets to the identified locations as per Annexure A and ensure installation of the same along with

related Accessories.

- 8.6 Ensure working condition: The bidder must ensure that all the TSR equipment and LED TV Sets provided on rentals must be in working condition at all times
- 8.7 Maintenance of TSR Equipment and LED TV's: The bidder has to maintain all the equipment and TV supplied. Requisite technical support engineers have to be stationed to meet the required uptime. All calls for faults and repairs of the equipment have to be attended and resolved immediately as per uptime requirements mentioned at Term and Condition of Technology FA Clause No-33.25 of this document.
- 8.8 Replacement of Parts: The bidder has to ensure rectification of the faulty TSR Equipment or provide replacement for the faulty TSR Equipment as per up time requirements mentioned at Term and Condition of Technology FA Clause No-33.25 of this document.
- 8.9 Onsite Technical (Maintenance) Support: One Onsite Technical Support Engineer must be provided for each identified location. Technical support has to be provided 24X7 at all the locations.
- 8.10 Onsite Operational Support: The bidder must provide requisite manpower to operate the TSR equipment, LED TV's and the software installed at all the locations during the games and test event.
- 8.11 Liaison with all stakeholders: The bidder has to liaison with the Venue/ Competition Managers, Games Federations, Organizing Committee-South Asian Games and IOA for installation and commissioning of all the TSR equipment.
- 8.12 Support for TSR equipment identified by OC-SAG: OC-SAG may if required get TSR equipment already available at some of the SAG sites at Guwahati or Shillong or with other states, sports organizations for use in the South Asian Games 2016. In this regard the bidder has to perform the following activities:
- a) Inspecting / Testing of the TSR equipment at the identified source locations
  - b) Packing the identified TSR equipment at the source location
  - c) Repair of the identified equipment (if required)
  - d) Safe Transportation of the equipment to the respective venues in Guwahati and Shillong with transit insurance
  - e) Unpacking, installation and commissioning of the equipment at the venues
  - f) Decommissioning, repairs (in case of any damages), packing and safe transportation back to the source location with transit insurance in same working condition on completion of the games
  - g) For all such equipment the bidder has to provide the requisite technical (maintenance) and Operational support as well.



- 8.13 Decommissioning of all the TSR equipment & LED TVs post games: The bidder has to ensure that all the installed equipment are uninstalled safely to ensure no damage is caused either to the equipment or to the installed structure.

## 9. COST OF BID -

A non-refundable tender document cost plus tender processing fee of Rs **10,000/-** only is to be submitted in the form of a single Demand Draft or Bankers cheque. These said Demand Draft/ Banker Cheque should be from a Nationalized Bank drawn in favour of “Organising Committee 12<sup>th</sup> South Asian Games” Payable at Guwahati, Assam at the office of Organising Committee, C/o NIC, Assam State Centre, Old Gana sewa Bhawan, Secretariat Complex, Guwahati-781006 on or before the scheduled date given in this RFP. This DD/Bankers Cheque should be put in a separate envelope i.e. Envelope#1 and clearly marked as “**Demand Draft for Tender Document Fee and Tender Processing Fee**”.

## 10. EARNEST MONEY DEPOSIT (EMD)

- 10.1 Bidders shall submit, along with their Bids, EMD of Rs 10,76,000 (Ten Lakhs Seventy Six Thousand only), in the form of a Demand Draft or Pay order from any nationalized bank in favour of the “Organising Committee, 12<sup>th</sup> South Asian Games 2016” payable at Guwahati. EMD in any other form will not be accepted. This DD/Bankers Cheque should be put in a separate envelope i.e. Envelope#2 and clearly marked as “Demand Draft for Earnest Money Deposit” and submitted as per the guidelines mentioned above.

- 10.2 The EMD of all unsuccessful bidders will be refunded by the Organising Committee, 12<sup>th</sup> South Asian Games 2016 after the award of contract. The bid security, for the amount mentioned above, of successful bidder will be returned upon submission of Performance Guarantee and finalization of the Contract Agreement.

- 10.3 The bid security amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.

- 10.4 The bid submitted without bid security, mentioned above, will be summarily

rejected.

10.5 The Earnest Money will be forfeited on account of one or more of the following reasons:

- a) The bidder withdraws its Bid during the validity period specified in RFP.
- b) The bidder does not respond to requests for clarification of its Bid.
- c) 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..
- d) In case of a successful bidder, the said bidder fails to sign the Agreement in time; or does not furnish the mandatory Performance Security.
- e) The bidder materially alters his bid during the bid processing period.

## 11. 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 10,000/-
2	Publishing of RFP through e-tender	21-11-2015
3	Earnest Money Deposit	INR 10,76,000/-
4	Last date for submission of written queries for clarifications.	29-11-2015 to <a href="mailto:asm-deepak@nic.in">asm-deepak@nic.in</a>
5	Date of Pre-Bid conference	30-11-2015 at 3 PM at <b>Organising Committee, 12<sup>th</sup> South Asian Games, C/o NIC, Old Ganasewa Bhawan, Secretariat Complex, Near Tea Auction Centre, Dispur, Guwahati- 781006</b>
6	Release of response to clarifications (by email only)	1-12-2015
7	Last date (deadline) for receipt of proposals in response to RFP notice (online only)	12-12-2015 at 2 PM
8	Last date and time for the issue of online tender document	12-12-2015 at 2 PM
9	Place, Time and Date of Bid-opening	12-12-2015 at 3 PM at <b>Organising Committee, 12<sup>th</sup> South Asian Games, C/o NIC, Old Ganasewa Bhawan,</b>

		<b>Secretariat Complex, Near Tea Auction Centre, Dispur, Guwahati- 781006</b>
10	Place, Time and Date of opening of Commercial Bids received in response to the RFP notice	Shall be intimated, only if considered as necessary, to the technically qualified bidders at a later stage.
11	Contact Person for queries	Deepak Goswami Technology FA Head <a href="mailto:asm-deepak@nic.in">asm-deepak@nic.in</a>

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

## 12. PRE-BID CONFERENCE

OC-SAG will host a Pre-Bid Conference, scheduled on 30-11-2015 at 3 PM at Organising Committee, 12<sup>th</sup> South Asian Games, C/o NIC, Old Ganasewa Bhawan, Secretariat Complex, Near Tea Auction Centre, Dispur, Guwahati- 781006. The representatives of the interested organizations may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed solution requirements with reference to the particular RFP. The OC-SAG shall provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project during the pre-bid conference. Only those bidders who have purchased the tender document shall be allowed for pre-bid conference.

## 13. RESPONSE TO BIDDER'S QUERIES

13.1 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	Full formal address of the organization including phone, fax and email points of contact &

		submitting request	contact details of local office as well
			Fax:
			Email:
<b>Sl. No.</b>	<b>Bidding Document Reference(s) (section number/page)</b>	<b>Content of RFP requiring clarification</b>	<b>Points of Clarification required.</b>

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

## **14. SUBMISSION OF PROPOSAL**

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

14.2 The Applicant is required to upload :

- f) Scanned copy of D.D. / Pay Order drawn against the Tender cost and processing fees.
- g) E.M.D of Rs 10,76,000/- (ten lakh seventy six thousand only) should be paid as per paragraph 10
- h) Bid Eligibility Criteria documents submission and purchase as mentioned in Paragraph 7
- i) Technical Bid documents to be uploaded to the e-Procurement site mentioned in Paragraph 20.1. Only voluminous Manuals, big Diagrams etc may be submitted manually.
- j) Commercial Bid as per prescribed in Paragraph 20.2.
- k) The Proposal should be filled by the bidder in English language only.

14.3 The bidder should quote price in Indian Rupees only.

- 14.4 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.
- 14.5 The Bids documents submitted must be without any overwriting, interlineations, corrections, double typing, etc. Any overwriting/ corrections etc. shall be initiated by the Bidder.
- 14.6 Bidder must ensure that the Technical Bid soft copies do not contain any Commercial items /prices.
- 14.7 If any Bidder does not qualify in technical evaluation, the Commercial Proposals shall be returned unopened to the bidder.
- 14.8 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.
- 14.9 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.
- 14.10 The sealed envelope containing the Bids (Envelope #1 and #2 )must be received in the office of the Organising Committee, 12thSouth Asian Games, C/o NIC, Old Gana Sewa Bhawan, Secretariat Complex, Near Tea Auction Centre, Dispur, Guwahati-781006 on any working day up to last date of submission of bids as mentioned before. Envelopes/documents received after the stated time and date will be rejected and returned unopened.
- 14.11 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: HIRING OF TIMING SCORING AND RESULTS EQUIPMENT (TSR) & LED TVs FOR THE 12TH SOUTH ASIAN GAMES”.
- 14.12 The bid should be unconditional. In case of any condition, the bid shall be treated as non-responsive and be disqualified.

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

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

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

## **15. REJECTION CRITERIA:**

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

### **15.1 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.

### **15.2 Commercial Bids:**

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

SAG.

### **15.3 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.

## **16. 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.

## **17. PRICES AND PRICE INFORMATION**

- 17.1 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

17.2 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.

17.3 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.

17.4 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.

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

17.6 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.

## **18. 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.

## **19. BIDDING FORMAT**

19.1 Applicant will submit their Bid in hard copy in three parts. Envelope #1 will contain the Tender Document Fee, Tender Processing Fees and Envelope #2 will contain the Earnest Money Deposit (EMD).

19.2 The rest of the bid documents (i.e. Eligibility Criteria, Technical Bid and



Commercial Bid) shall be submitted online as informed above. Only voluminous Manuals, large drawings may be submitted manually.

## **20. DOCUMENTS TO BE SUBMITTED WITH THE BID**

### **20.1 TECHNICAL BID**

#### **Evaluation Documents:**

- Technical Documentation to be provided: Bidder should have executed at least one order of providing Timing Scoring and Results Equipment on hire/supply for a National/ International Gaming Event in the last 5 years. Bidder has to submit valid work orders specifying amount period and quantity to be clearly stated.
- The Bidder should have executed at least one order of rental/supply of 50 TV Sets in the last 5 years.
- Bidder has to submit valid work orders clearly specifying amount, period and quantity
- The bidder should not have any of their contracts terminated or blacklisted in the last three years by any State or Central Government / PSU/ BFSI/ Private Sector. (Affidavit duly notarized to be submitted)
- The Bidder should have a fully functional service/ support centre in India with minimum 10 qualified support staff to provide quality service support. Please attach the copy of any 2 of the following property tax bill/ Electricity bill / Telephone Bill / G.S.T. -C.S.T. registration / lease agreement etc. Undertaking mentioning office address and no. of Employees to be enclosed.
- The product profile of the company along with last 3 years' turnover, not less than Rs.1.50 Crore per year duly certified must be attached together with the list of reputed firms/offices to which the company is supplying the tendered items. Audited Balance Sheet and Profit and Loss account (amount in Rupees) for last three years should be submitted

#### **Non-Evaluation Documents:**

- The person signing the tender shall be deemed that he has the authority to sign the tender on behalf of the said company. Letter of Authority to be attached

- Full address and proof of the registered office of the Bidder.
- The bidder should be registered as a company in India as per Company Act 1956 or a Proprietary/Partnership Firm and should have been in operation for a period of at least 3 years. Certificate of Incorporation to be Submitted /PAN No. of the company/firm, TIN No. (as applicable): Self attested copies to be attached.
- The bidder shall furnish all drawings, Electrical Diagrams, data sheets, catalogues, technical specifications, and user manuals of all the equipment supplied. Additionally the bidder will furnish the following documents;
  - a. International / National Federation Approval
  - b. Approval Certificate from the International / National Federation of TSR equipment if proposed items mentioned in offer will be used first time in SAG 2016-International Event. These documents may be submitted manually.

## 20.2 COMMERCIAL BID

The Commercial Bid will consist of two parts. One part is for TSR equipment, which has to be submitted venue-wise, equipment-wise in the format that follows immediately. The second part is for LED TVs where lump-sum rent per TV and total rent need to be mentioned in the format provided at the end.

### 20.2.1 TSR Commercial Bid Format

<b>1-ATHLETIC:</b>				
<b>Venue : Indira Gandhi Athletic Stadium, Sarusajai Sports Complex</b>				
<b>S. No</b>	<b>Item Description</b>	<b>Qty</b>	<b>Hiring Rate</b>	<b>Hiring Amount</b>
<b>TSR Equipment:-</b>				
1	<i>Photo Finish Camera(2000frames) with all accessories</i>	2 Set		
2	<i>Reverse Angle Camera (2000Frames) with all accessories</i>	1 Set		
3	<i>False start system with Block sensors for 8 Lane</i>	1 Set		
4	<i>Electronic Start System along with Starting Gun</i>	1 Set		
5	<i>Lap Timer + corner display</i>	4 No.		
6	<i>Lap Counter with bell</i>	1 No.		

7	Wind Gauge along with Display	2 Nos.		
8	Count Down Timer	4 Nos.		
9	Rotary Field Board 2M X 1M Double sided full Matrix	4 Nos.		
10	Electronic Distance Measurer (EDM)	4 Nos.		
11	Result TV system	3 Nos.		
<b>Public Display:-</b>				
1	LED Video Screen for Result TV & Live Video Size:-8mtr x 4.5 mtr, Pitch-10mm Including all cabling upto OB van with all media centers	2 Nos.		
<b>Video Referral System for Jury</b>				
1	Video Matrix Board	1Nos.		
2	Video Board	1 nos		
3	Video Cable	1600 mtrs. Aprox.		
4	Pre view Monitors	5 nos.		
5	Video Recorder (DSR)	1 No.		
<b>2-FOOTBALL</b>				
<b>Venue : Indira Gandhi Athletic Stadium, Sarusajai Sports Complex, Guwahati</b>				
<b>S. No</b>	<b>Item Description</b>	<b>Qty</b>	<b>Hiring Rate</b>	<b>Hiring Amount</b>
<b>TSR Equipment:-</b>				
1	Double sided Electronic Substitution Board	2 Nos.		
2	Electronic Score Board (14ft x 10ft) with Scoring software and system	1Nos.		
<b>Public Display:-</b>				
1	LED Video Screen for Result TV & Live Video Size:-8mtr x 4.5 mtr, Pitch-10mm Including all cabling upto OB van with all media centers	Already scoped under Athletics		
<b>Total TSR Equipment Cost for Indira Gandhi Athletic Stadium, Sarusajai Sports Complex (A)</b>				
<b>Total Technical (Maintenance) and Operational Support Cost for Indira Gandhi Athletic Stadium, Sarusajai Sports Complex (B)</b>				
<b>Total Cost for Indira Gandhi Athletic Stadium, Sarusajai Sports Complex (A+B)</b>				

**2-FOOTBALL**

Venue : Nehru Stadium, Ulubari, Guwahati

S. No	Item Description	Qty	Hiring Rate	Hiring Amount
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**TSR Equipment:-**

1	Double sided Electronic Substitution Board	2 Nos.		
2	Electronic Score Board (14ft x 10ft) with Scoring software and system	1Nos.		

**Public Display:-**

1	LED Video Screen for Result TV & Live Video Size:-8mtr x 4.5 mtr, Pitch-10mm Including all cabling upto OB van with all media centers	2 Nos.		
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**Total TSR Equipment Cost for Nehru Stadium Ulubari (A)****Total Technical (Maintenance) and Operational Support Cost for Nehru Stadium Ulubari (B)****Total Cost for Nehru Stadium Ulubari (A+B)****2-FOOTBALL**

Venue : Jawaharlal Nehru Stadium, Shillong

S. No	Item Description	Qty	Hiring Rate	Hiring Amount
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**TSR Equipment:-**

1	Double sided Electronic Substitution Board	2 Nos.		
2	Electronic Score Board (14ft x 10ft) with Scoring software and system	1Nos.		

**Public Display:-**

1	LED Video Screen for Result TV & Live Video Size:-8mtr x 4.5 mtr, Pitch-10mm Including all cabling upto OB van with all media centers	2 Nos.		
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**Total TSR Equipment Cost for Jawaharlal Nehru Stadium Shillong (A)****Total Technical (Maintenance) and Operational Support Cost for Jawaharlal Nehru Stadium Shillong (B)****Total Cost for Jawaharlal Nehru Stadium Shillong (A+B)****3-Hockey**

Venue : Moulana Md. Tayabullah Hockey Stadium, Guwahati

S. No	Item Description	Qty	Hiring Rate	Hiring Amount
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<b>TSR Equipment:-</b>				
1	Double sided Electronic Substitution Board	2 Nos.		
2	Electronic Score Board (14ft x 10ft) with Scoring software and system	1Nos.		
<b>Public Display:-</b>				
1	LED Video Screen for Result TV & Live Video Size:-8mtr x 4.5 mtr, Pitch-10mm Including all cabling upto OB van with all media centers	2 Nos.		
<b>Total TSR Equipment Cost for Moulana Md. Tayabullah Hockey Stadium (A)</b>				
<b>Total Technical (Maintenance) and Operational Support Cost for Moulana Md. Tayabullah Hockey Stadium (B)</b>				
<b>Total Cost for Moulana Md. Tayabullah Hockey Stadium (A+B)</b>				
<b>4-5 BASKETBALL and Volleyball</b>				
<b>Venue : Nabin Ch. Bordoloi AC Indoor Stadium, Sarusajai, Guwahati</b>				
<b>S. No</b>	<b>Item Description</b>	<b>Qty</b>	<b>Hiring Rate</b>	<b>Hiring Amount</b>
<b>TSR Equipment:- (Computerized Scoring Setup)</b>				
1	FIBA specified - 4 sided shot clock set: Set of 2 pieces.; Countdown type Readabilty:150m Wireless/wired transmission.	2 Pairs		
2	FIBA specified Shot clock with timer: Game time and shot clock (24sec./14sec. Fixed on top of goal post with buzzer with 1 set of console power and data cables	2 Nos		
3	Electronic Scoreboard of Min size: 330cm x 170 cm	2Nos.		
<b>Public Display:-</b>				
1	LED Video Screen for Result TV & Live Video and scoring display with software system for BB Size:-4mtr x 2.5 mtr, Pitch-6mm, Indoor ,cabling upto OB Van	1 Nos.		
<b>Total TSR Equipment Cost for Nabin Ch. Bordoloi AC Indoor Stadium, Sarusajai (A)</b>				
<b>Total Technical (Maintenance) and Operational Support Cost for Nabin Ch. Bordoloi AC Indoor Stadium, Sarusajai (B)</b>				
<b>Total Cost for Nabin Ch. Bordoloi AC Indoor Stadium, Sarusajai (A+B)</b>				

**6-7-HANDBALL and Kho Kho**  
**Venue : LNIPE Sonapur, Guwahati**

S. No	Item Description	Qty	Hiring Rate	Hiring Amount
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**TSR Equipment:- (Computerized Scoring Setup)**

1	Multi Sports Score Board with Console Controller Min Size: 140cm x 90cm with stand, wireless/ wired transmission Multi color display	2 Pairs		
2	Electronic scoreboard with hooder	2 Nos.		

**Public Display:-**

1	LED Video Screen for Result TV & Live Video Size:-4mtr x 2.5 mtr, Pitch-6mm, Indoor Including all cabling up to Ob van	2 Nos.		
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**Total TSR Equipment Cost for LNIPE Sonapur (A)**

**Total Technical (Maintenance) and Operational Support Cost for LNIPE Sonapur (B)**

**Total Cost for LNIPE Sonapur (A+B)**

**8-CYCLING-Road Races**  
**Venue : National highway No 37, Guwahati**

S. No	Item Description	Qty	Hiring Rate	Hiring Amount
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**TSR Equipment:-**

1	20 Chips & Transponder system for road Cycling	1 Set		
2	Photo finish camera	2 Nos		

**Public Display:-**

1	LED Video Screen for Result TV & Live Video Size:-6mtr x 4 mtr, Pitch-10mm, Outdoor Including all cabling	2 Nos.		
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**Total TSR Equipment Cost for National highway (A)**

**Total Technical (Maintenance) and Operational Support Cost for National highway (B)**

**Total Cost for National highway (A+B)**

**9-TRIATHLON****Venue : Zakir Hussian Aquatic Sports Complex Sarusajai, Guwahati**

<b>S. No</b>	<b>Item Description</b>	<b>Qty</b>	<b>Hiring Rate</b>	<b>Hiring Amount</b>
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**TSR Equipment:-**

1	16 Chips & Transponder system for TRIATHLON as per the Federation requirement	1 set		
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**Public Display:-**

1	LED Video Screen for Result TV & Live Video Size:-6mtr x 4 mtr, Pitch-10mm, Outdoor Including all cabling	1 Nos.		
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**Total TSR Equipment Cost for Zakir Hussian Aquatic Sports Complex Sarusajai (A)****Total Technical (Maintenance) and Operational Support Cost for Zakir Hussian Aquatic Sports Complex Sarusajai (B)****Total Cost for Zakir Hussian Aquatic Sports Complex Sarusajai (A+B)****10-SQUASH****Venue : R G Baruah Sports Complex, Ulubari, Guwahati****TSR Equipment:- (Computerized Scoring Setup)**

<b>S. No</b>	<b>Item Description</b>	<b>Qty</b>	<b>Hiring Rate</b>	<b>Hiring Amount</b>
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1	Computerized Scoring Setup Laptop: 2 Nos 50" LCD TV: 2 Nos.	2 Nos.		
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**Total TSR Equipment Cost for R G Baruah Sports Complex, Ulubari (A)****Total Technical (Maintenance) and Operational Support Cost for R G Baruah Sports Complex, Ulubari (B)****Total Cost for R G Baruah Sports Complex, Ulubari (A+B)****11-12-WRESTLING and Kabbadi****Venue : DTRP Indoor Stadium, Ulubari, Guwahati****TSR Equipment:- (Computerised Scoring Setup)**

<b>S. No</b>	<b>Item Description</b>	<b>Qty</b>	<b>Hiring Rate</b>	<b>Hiring Amount</b>
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1	Computerized Scoring Setup for two Mat: Item List:- • 50” LCD TV for Score board - 2 Nos. • Referee/Match chairman Scoreboard– 2 Nos. (Touch Screen/ Electronic Scoreboard), Laptop for Scoring – 1 Nos., VGA Splitter -1 Nos, Network switch-1 Nos., Speaker & Amplifier – 1 Set, Server Computer- 1 Nos.	2 Set		
2	Computerized Weighing Setup: Electronic Weighing machine, 42” LCD TV for public display - 1 Nos., Computer/Touch Screen for operation – 1 nos, VGA Splitter & LAN Switch -1 each with networking	1 Set		
3	Game management & OVR System Item List:- • Desktop for Software operation – 1 Set • Lap top for Client operation – 1 or more. • Network Printer (Multi function)–1 Nos., LaserJet printer – 1 nos.	1 Set		
4	Video Replay system Video camera SD Standard Definition PAL / NTSC With analog composite signal Output, Decoder card From analog composite video Into USB 2.0, Laptop, Tripods, cables and software.	2 Nos.		

**Total TSR Equipment Cost for DTRP Indoor Stadium, Ulubari (A)**

**Total Technical (Maintenance) and Operational Support Cost for DTRP Indoor Stadium, Ulubari (B)**

**Total Cost for DTRP Indoor Stadium, Ulubari (A+B)**

### 13-WEIGHTLIFTING

Venue : Bhogeswari Phukanani Indoor Stadium, Guwahati

TSR Equipment:- (Computerised Scoring Setup)

S. No	Item Description	Qty	Hiring Rate	Hiring Amount
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	Weightlifting Scoreboard System: Weightlifting attempt- and scoreboard system displaying: Name of the lifter, Weight of the lifter, Attempt, Time, 1 Referee decision: with computers with software that conducts the entire competition, from the preliminary starting list to the final statistics. Projectors, screens and printer.	1 Set		
2	Timing Clock (Weightlifting electronic system) including Electronic signal box (Referee signalling system), Electronic Score Boards, Attempt board	2 Nos		
3	Electronic Video replay system	1 Set		
4	Referee light system (Control box with 2 push buttons 1 white and 1 red, 1 warning indicator and 1 warning light)	1 set		
5	One apparatus giving a visual and audible “Down” signal	1 set		
6	Referee decision light System	1 set		
7	Control panel for jury system	1 set		
<b>Public Display:-</b>				
1	LED Video Screen for Live Video Size:-4mtr x 2.5 mtr, Pitch-6mm, Including all cabling upto OB van.	1 Nos.		
<b>Total TSR Equipment Cost for Bhogeswari Phukanani Indoor Stadium (A)</b>				
<b>Total Technical (Maintenance) and Operational Support Cost for Bhogeswari Phukanani Indoor Stadium (B)</b>				
<b>Total Cost for Bhogeswari Phukanani Indoor Stadium (A+B)</b>				
<b>14-ARCHERY</b>				
Venue : Jawaharlal Nehru Sports Complex-No-1 Polo Ground, Shillong				
TSR Equipment:- (Computerised Timer)				
S. No	Item Description	Qty	Hiring Rate	Hiring Amount
1	Timing equipment(Digital Clock)	1Set		
2	Scoring display equipment	1 Set		
3	Ropeway camera	1 Set		
4	TV Monitors Link to Live screen	6.Nos		
<b>Public Display:-</b>				

1	Giant Screen Digital Scoreboard Including all cabling up to OB van.	2 Nos.		
<b>Total TSR Equipment Cost for Jawaharlal Nehru Sports Complex-No-1 Polo Ground (A)</b>				
<b>Total Technical (Maintenance) and Operational Support Cost for Jawaharlal Nehru Sports Complex-No-1 Polo Ground (B)</b>				
<b>Total Cost for Jawaharlal Nehru Sports Complex-No-1 Polo Ground (A+B)</b>				
<b>15-BADMINTON</b>				
<b>Venue : N.E.H.U. Indoor Stadium, Shillong</b>				
<b>TSR Equipment's:- (Computerised Scoring Setup)</b>				
<b>S. No</b>	<b>Item Description</b>	<b>Qty</b>	<b>Hiring Rate</b>	<b>Hiring Amount</b>
1	Tournament Planner & Scoring Software for Badminton with server, network and laptops (4 nos) with referee pads for 2 courts	2 Set		
<b>Public Display:-</b>				
1	LED Video Screen for Live Video Size:-4mtr x2.5 mtr, Pitch-6mm, Indoor Including all cabling upto OB van	2 Nos.		
<b>16-TAEKWONDO</b>				
<b>Venue : NEHU Indoor Stadium, Shillong</b>				
<b>TSR Equipment:- (Computerised Scoring Setup)</b>				
<b>S. No</b>	<b>Item Description</b>	<b>Qty</b>	<b>Hiring Rate</b>	<b>Hiring Amount</b>
1	Referee Scoring Box (Combined)	1 set.		
2	Electronic Scoring System	6set		
3	Software for using Electronic Body Protectors	03 nos.		
4	LCD TV with all accessories for Score display	4Nos.		
<b>Public Display:-</b>				
1	LED Video Screen for Live Video Size:-4mtr x2.5 mtr, Pitch-6mm, Indoor Including all cabling up to OB Van	2 Nos.		
<b>Total TSR Equipment Cost for NEHU Indoor Stadium (A)</b>				

<b>Total Technical (Maintenance) and Operational Support Cost for NEHU Indoor Stadium (B)</b>				
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<b>Total Cost for NEHU Indoor Stadium (A+B)</b>				
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**17-BOXING**

**Venue : NEIGRIHMS Indoor Stadium, Shillong**

**TSR Equipment:- (Computerised Scoring Setup)**

S. No	Item Description	Qty	Hiring Rate	Hiring Amount
1	Boxing computer Scoring Machine with display-AIBA Approved. With installation and operational support during Games by the supplier	1 set		
2	Video Replay system (2 camera/ring) – Video camera SD Standard Definition PAL / NTSC With analog composite signal Output, Decoder card From analog composite video Into USB 2.0, Laptop, Tripods, cables and software	1 Set		

**Public Display:-**

1	LED Video Screen for Live Video Size:-4mtr x2.5 mtr, Pitch-6mm, Indoor Including all cabling up to OB Van	2 Nos(TBD)		
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**18-WUSHU**

**Venue : NEIGRIHMS Indoor Stadium, Shillong**

**TSR Equipment:- (Computerised Scoring Setup)**

S. No	Item Description	Qty	Hiring Rate	Hiring Amount
1	Taolu – Electronic Scoring System	1 Set		
2	Shanshou- Electronic Scoring System	1 Set		
3	HD Recorder	2		
4	HD Cameras	2		
5	Video splitter	1		
6	Electronic drawing system 1 Taulo 1 shanshou	2		

**19-JUDO**

**Venue : NEIGRIHMS Indoor Stadium, Shillong**

**TSR Equipment:- (Computerised Scoring Setup)**

S. No	Item Description	Qty	Hiring Rate	Hiring Amount
1	Computerized Scoring Setup for ONE Mat: 50" LCD TV for Score board - 2 Nos., Laptop for Scoring – 1 Nos., Network switch-1 Nos., Speaker & Amplifier – 1 Set, Server Computer- 1Nos.	1 Set		
2	COMPUTERIZED WEIGHING SETUP – Electronic Weighing machine, 42" LCD TV for public display - 1 Nos., Computer/Touch Screen for operation – 1 nos, VGA Splitter & LAN Switch -1 each	1 Set		
4	Judo Computer aided recording and replay system with all accessories required as per the norms of the International Judo Federation	1 Set		
5	Earphones for referee and Jury	2set		
6	Video camera with time delayed gadget for care system (or camera connected with laptops for 2 mats	2 nos		

**Public Display:-**

1	LED Video Screen for Live Video Size:-4mtr x2.5 mtr, Pitch-6mm, Indoor Including all cabling upto OB van	2 Nos.		
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**Total TSR Equipment Cost for NEIGRIHMS Indoor Stadium (A)**

**Total Technical (Maintenance) and Operational Support Cost for NEIGRIHMS Indoor Stadium (B)**

**Total Cost for NEIGRIHMS Indoor Stadium (A+B)**

**20-TABLE TENNIS**

**Venue : Jawaharlal Nehru Sports Complex, Indoor Hall, Shillong**

**TSR Equipment:- (Computerised Scoring Setup)**

S. No	Item Description	Qty	Hiring Rate	Hiring Amount
1	Tournament Planner & Scoring Software for Table Tennis with server, network and laptops (4 nos)	1 Complete Set		
2	42" LCD TV for Score Display	6 nos		
3	2 Minute interval display	6 nos.		

**Total TSR Equipment Cost for Jawaharlal Nehru Sports Complex, Indoor Hall (A)**

<b>Total Technical (Maintenance) and Operational Support Cost for Jawaharlal Nehru Sports Complex, Indoor Hall (B)</b>					
<b>Total Cost for Jawaharlal Nehru Sports Complex, Indoor Hall (A+B)</b>					
<b>21-TENNIS</b>					
<b>Venue : Chachal complex, Guwahati</b>					
<b>TSR Equipment:- (Computerised Scoring Setup)</b>					
<b>S. No</b>	<b>Item Description</b>	<b>Qty</b>	<b>Hiring Rate</b>	<b>Hiring Amount</b>	
1	Scoring Software for 2 Courts Tennis with server, network and laptops (4 nos)	1 Complete Set			
<b>Public Display:-</b>					
1	LED Video Screen for Live Video Size:-8 mtr x4.5 mtr, Pitch-10mm,Outdoor Including all cabling upto OB van	2 Nos.			
<b>Total TSR Equipment Cost for Chachal complex (A)</b>					
<b>Total Technical (Maintenance) and Operational Support Cost for Chachal complex (B)</b>					
<b>Total Cost for Chachal complex (A+B)</b>					
<b>22-SHOOTING</b>					
<b>Venue : Shooting Range, Kahilipara, Guwahati</b>					
<b>TSR Equipment:- (Computerised Scoring Setup)</b>					
<b>S. No</b>	<b>Item Description</b>	<b>Qty</b>	<b>Hiring Rate</b>	<b>Hiring Amount</b>	
1	Electronic Target System with all accessories and shooter monitor, Spectators score board(10M Range)	10			
2	Electronic target System with all accessories and Shooter monitor, Spectators score board (25M Range)	15			
3	Rubber Band, black 5.5m	75			
4	Rubber membrane with aiming line 1mm	75			
5	Precision target front mask for 25M & 50M	100			
6	Rapid fire target front mask	75			
7	Backing target S 25/50	75			
8	Electronic target system with all accessories and Shooter monitor, Spectators score board (50M Range)	10			
9	Rubber band, black 5.5m	150			
10	Rubber membrane with aiming line 1mm	150			
11	Small bore Rifle target mask	150			
<b>Public Display:-</b>					
1	LED TV	4			
<b>Total TSR Equipment Cost for Shooting Range, Kahilipara (A)</b>					

<b>Total Technical (Maintenance) and Operational Support Cost for Shooting Range, Kahilipara(B)</b>					
<b>Total Cost for Shooting Range, Kahilipara (A+B)</b>					
<b>23-SWIMMING</b>					
<b>Venue : Dr. Zakir Hussain Aquatic Complex, Sarusajai, Guwahati</b>					
<b>S. No</b>	<b>Item Description</b>	<b>Qty</b>	<b>Hiring Rate</b>	<b>Hiring Amount</b>	
<b>Public Display:-</b>					
1	LED Video Screen for Result TV & Live Video Size:-6mtr x 4 mtr, Pitch-6 mm, Indoor Including all cabling	1 Nos.			
<b>TSR Equipment:-</b>					
1	Automatic time system for 10 lane pool	1 set			
2	Touch Pad System complete with min 16 Touch Pads for both side on pool	1 set			
<b>Total TSR Equipment Cost for Dr. Zakir Hussain Aquatic Complex, Sarusajai (A)</b>					
<b>Total Technical (Maintenance) and Operational Support Cost for Dr. Zakir Hussain Aquatic Complex, Sarusajai (B)</b>					
<b>Total Cost for Dr. Zakir Hussain Aquatic Complex, Sarusajai (A+B)</b>					

Total Amount in words : Rs. ....../-

#### 20.2.2 Commercial Bid Format for LED TVs:

<b>SI No</b>	<b>Item</b>	<b>Quantity</b>	<b>Rate</b>	<b>Total</b>
1	46" LED TVs	108		
2	Installation, Technical Maintenance and Operational Support			

#### Commercial Bid Terms and Conditions:-

- A bidder has the option of bidding for only TSR equipment or only LED TVs or both.
- Rates (for TSR Equipment& LED TVs) mentioned should be inclusive of all taxes, insurance, packaging, transportation to and Installation charges at all locations across all venues in both Guwahati and Shillong as mentioned in Annexure A.

- Rates for Installation, Technical Maintenance and Operational Support mentioned above should include cost along with taxes, if any for providing manpower for technical (maintenance) and operational support (to operate the installed equipment and software).
- The Bidder has to provide LED TV's as per the Specification mentioned in Annexure D.
- Technology Functional Area reserves the right to select more than one bidder depending on the venue-wise lowest financial quotes. Since within a venue all the equipment have to be in operation technically in an integrated manner along with the installed software, only the overall lowest financial quote of the respective venue will be considered for selection.
- The mentioned approximate quantity of equipment may vary. All payments would be made only towards actual number of equipment hired.
- The bidders must use only the format provided in the e-tender website Financial Bid format (which will be in conformity with the venue-wise format mentioned above) for submitting the financials. Any other formats/forms will not be accepted and such tenders will be rejected.
- The bidder must provide the Commercial Proposal in e-tender mode only. Hardcopies of the Commercial proposals will not be entertained.
- The rates should be quoted in figures as well as in words, on the form attached at Financial Bid format and duly signed and stamped by the authorized person.
- The tender should be valid for a minimum period of six months.
- All rates/amounts to be strictly mentioned in INR only.
- Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever.
- All Video Matrix Score Boards should include Controller/ Console to support display of star-lists, results etc. It should also support multiple types of external inputs (Composite Video, VGA, HDMI etc) with facility to toggle between inputs for display.
- Pedestals need to be arranged wherever required.
- The vendor will inspect the site and include the cost of the structure for the video board in the bid and will have to remove the structure from the venues after the South Asian Games are held but if venue owner want to retain the structure then cost may be decided mutually between bidder and the Venue

owner.

- The vendor will arrange for the data cables which will be required to be laid between sports presentation room to the video display & Score boards.
- The vendor will arrange for the Power cables which will be required to be laid from power source in the Main Stadium Building to the Video Boards / Score Boards only, In case Power is not available in the Stadium then Venue owner will make the arrangement to provide the Power in Stadium.
- UPSs of appropriate specifications for the TSR equipment will be provided by the bidder.

## 21. EVALUATION OF BIDS

The Bids will be evaluated on the basis of Technical Bid and Commercial Bid.

### PHASE I: TECHNICAL BID

In this part, the technical bid will be analyzed and evaluated based on the points mentioned above. A Bidder will qualify in this if all requirements mentioned before are satisfied by the Bidder.

	EVALUATION OF TECHNICAL BID	WEIGHTAGE (MARKS)	MINIMUM QUALIFICATION
A	The Bidder should have a fully functional service/ support center in India with minimum 10 qualified support staff to provide quality service support  Below 10 Support Staff 10 to 12 Support Staff 12 to 14 Support Staff More than 14 Staff	30 Marks	15Marks  0 15 25 30
B	The Bidder should have an average annual turnover of at least Rs. 1.5 Crore during the last 3 years, ending 31st March of the current Financial year. Less Rs 1.5 Crore Rs 1.5 Crore to 2 Crore 2 Crore to 2.5 Crore More than 2.5 Crore	10 Marks	05 Marks  0 5 7 10



C	Years of Experience in Supply/Rental of TSR Equipment and LED TV Sets. Less than 5Years 5-6Years 6-7Years 7+ Years	30 Marks	15 Marks  0 15 20 30
	<b>Total Score:</b>	70 Marks	35 Marks

## PHASE II: COMMERCIAL BID

Out of all the bidders who qualify in the Technical Bid, the Lowest Commercial Value Bidder will be chosen as the Selected Bidder. It may also be necessary to select multiple bidders depending on Venue-wise Lowest Cost. Of course, only one bidder will be selected for a single venue.

### 22. DECLARATION OF SUCCESSFUL BIDDER

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 RFP requirement and overall Bid of the bidder is determined to be qualified to perform the work satisfactorily.

### 23. 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.

### 24. 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.

## **25. NOTIFICATION OF AWARD**

- 25.1 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.
- 25.2 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.
- 25.3 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.

## **26. SIGNING OF CONTRACT**

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

## **27. 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.

## **28. 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.

## **29. PERFORMANCE SECURITY**

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

29.2 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.

29.3 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 0.05% per day of the contracted amount will be charged from the applicant safeguarding the interest of OC-SAG in all respect. The validity of the “Performance Security” would be valid up to the period of 180 days post- closing of the games or 30 days after submission of all documentation and reports (whichever applies first) and may be extended by a further period, as deemed appropriate by OC-SAG.

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

29.5 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.

29.6 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.

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

## **30. AWARD OF CONTRACT**

### **30.1 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.

### **30.2 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

## **31. TERMS OF PAYMENT**

The payment will be released as per below schedule ;

- 30% on supply and installation of Equipment.
- 30 % on testing and commissioning of all equipment.
- 40% on completion of Games and operational and maintenance support.

Payment would be made within 30 days of raising the invoice. All payments would be made after deductions calculated based on any penalties if applicable.

## **32. TERMS AND CONDITIONS (GENERAL)**

32.1 All the information/details to be supported by authentic documents duly certified by the authorized signatory.

32.2 OC-SAG reserves the right to counter offers of the selected bidders to bring at par with the lowest rates quoted in the commercial bid by the selected bidder.

32.3 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;

32.4 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;

32.5 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;

32.6 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;

32.7 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.

32.8 The bidder must strictly comply with all terms and conditions herein.

32.9 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;

32.10 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;

32.11 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.

32.12 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.

32.13 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.

32.14 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.

### **33. TERMS AND CONDITIONS FOR DELIVERY OF TIMING SCORING AND RESULT SYSTEM**

33.1	Tender documents should be downloaded from <a href="https://www.assamtenders.gov.in">https://www.assamtenders.gov.in</a> as per the dates mentioned in the Tender Document.
33.2	The bidder should use the electronic mode of tendering using the website <a href="https://www.assamtenders.gov.in">https://www.assamtenders.gov.in</a> to submit his best possible quotes for the items given therein.
33.3	Late submission will not be entertained and will not be permitted by the e-Tendering System.
33.4	Last minute submission should be avoided. As such Technology Functional Area will not be responsible for any failures in submission of bids.
33.5	Incomplete or conditional bids will be summarily rejected.

33.6	The bidders are expected to examine all instructions, forms, terms and other Information in the tender documents.
33.7	Tender shall be uploaded separately through the e-Tendering System under Two Bids System viz Technical bid & Financial bid, as per the prescribed formats only. Failure to comply with these requirements may result in the bid being rejected.
33.8	The tender fees shall not be refunded even if the bid is not submitted.
33.9	The tender should be uploaded up to date and time mentioned above along with the scanned copy of the DD towards EMD and Cost of Tender Documents. The tenders without earnest money will not be entertained and shall be rejected straightway. The rates should be quoted in figures as well as in words.
33.10	Technology Functional Area will not accept delivery of proposal in any manner other than e-Tendering process. Proposal delivered in any other manner shall be treated as defective, invalid and rejected.
33.11	If any bidder does not qualify in technical evaluation, the Commercial Proposal shall not be opened.
33.12	The price should not be mentioned in the Technical bid in any form or manner. In case the prices are mentioned in the technical bid, the offer will be liable for rejection.
33.13	The technical bid and financial bid will be opened on two different dates. The technical bid will be opened on due date as mentioned in the tender documents.
33.14	The financial bid will be opened in respect of only those bidders whose Technical bid are found in order and whose items qualify technically. The price comparisons in deciding lowest quotation for the complete value of all the items shall be made only over the rates quoted inclusive of all taxes. The lowest evaluated valid quotation will be selected.
33.15	Hard copy of the Technical Bid to be scanned and uploaded to the e-tendering website.
33.16	If the tender opening day happens to be holiday, the same will be accepted and opened on the next working day.
33.17	The make / brand of the quoted Equipment must be mentioned and must comply to the Federation standards

33.18	The person signing the tender form (or any other document forming part of the contract) on behalf of another, shall be deemed to warranty that he has the authority to sign such documents and if, on inquiry it appears that the person so signing had no authority to do so, the Technology Functional Area, may without prejudice to other civil and criminal remedies against the contract, holds the signatory liable for all costs and damages and forfeiture of the earnest money.
33.19	The attempt on the part of the bidder, to negotiate directly or indirectly, with the authority to whom the tender is being submitted or with the tender accepting authority, before the finalization of tenders, will make bidder liable for exclusion from the consideration of his/her tender.
33.20	Technology Functional Area reserves the right to reject all or any tender without assigning any reason.
33.21	The bidder has to ensure that all workforces provided are insured as per the company's rules/guidelines. It is the responsibility of the bidder to ensure all safety precautions are taken for their staff during the installations. In no case SAGOC will be responsible for any mishappenings.
33.22	Cost towards repairs of any damages to the equipment during transportation or installation by the bidder will have to be borne by the bidder.
33.23	The bidder is fully responsible for handling of the TSR equipment and LED TV's and making sure that all TSR equipment and LED TV's are kept safely. If any equipment get damaged that will be rectified by the bidder at his own cost.



33.24

Consortium:

- The number of members in a consortium shall not be more than three (3). However, the prime bidder shall individually qualify the Pre-qualification criteria and be solely responsible for all implementation of the entire scope of the project;
- The bid should contain details of all the members of the consortium including their legal status and specify their roles and responsibilities in the project;
- In case of a consortium, applicant consortia shall have a valid Memorandum of Understanding (MOU)/ agreement among all the members signed by the Chief Executives/ Authorized Signatories of the companies dated prior to the submission of the bid. The MOU/ agreement shall clearly specify the stake of each member and outline the roles and responsibilities of each member. The MOU/ agreement shall be exclusively for this project and shall be responsible in case of failure by any member.
- The bidder or at least any one of the Consortium partners should be registered in India and must have company registration certificate/ registration under Labour Laws Contract Act, valid sales tax registration certificate and valid service tax registration certificate.
- Consortium partners participating in the bid along with one prime bidder should not be a consortium partner to any other prime bidder or should not participate as a prime bidder against this RFP. If found so, all bids of these bidders will be liable to be rejected.
- The consortium shall be evaluated based on the lead bidder's strength as defined in this bid document. Once short listed in pre-qualification, change of consortium shall not be allowed. MSA will be signed with lead bidder only, in case of consortium

33.25	<p>Penalty</p> <p>An uptime of 99.99% is expected from the bidder.</p> <p>User may make a complaint about the service through letter, fax, email, phone, SMS or any other means as the user thinks fit or convenient to the service center of bidder. Bidder shall provide contact numbers/ e-mail IDs clearly on stickers to be displayed on the Equipment and LED TV's.</p> <p>On receiving complaint the Bidder shall respond/ repair/ resolve or provide required services within the period as stated below.</p> <table border="1" data-bbox="344 600 1407 1081"> <thead> <tr> <th data-bbox="344 600 632 674">Description Period</th> <th data-bbox="632 600 810 674">Response Period</th> <th data-bbox="810 600 1010 674">Resolution</th> <th data-bbox="1010 600 1407 674">Penalty for Downtime</th> </tr> </thead> <tbody> <tr> <td data-bbox="344 674 632 824">For calls registered 10 days prior to the commencement of the games</td> <td data-bbox="632 674 810 824">1 hrs</td> <td data-bbox="810 674 1010 824">3hrs</td> <td data-bbox="1010 674 1407 824">@O.05% of total contract value for delay of every 2 hrs subsequent to the permitted Resolution period</td> </tr> <tr> <td data-bbox="344 824 632 1081">For calls registered for the period commencing from 10 days prior to the games and ending on the last day of the games</td> <td data-bbox="632 824 810 1081">0.5 hrs</td> <td data-bbox="810 824 1010 1081">1 hrs</td> <td data-bbox="1010 824 1407 1081">@O.25% of total contract value for delay of every 1hr subsequent to the permitted Resolution period</td> </tr> </tbody> </table>	Description Period	Response Period	Resolution	Penalty for Downtime	For calls registered 10 days prior to the commencement of the games	1 hrs	3hrs	@O.05% of total contract value for delay of every 2 hrs subsequent to the permitted Resolution period	For calls registered for the period commencing from 10 days prior to the games and ending on the last day of the games	0.5 hrs	1 hrs	@O.25% of total contract value for delay of every 1hr subsequent to the permitted Resolution period
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32.26	<p>If the successful bidder fails to execute the project as per the Terms and Conditions of the agreement executed, a penalty at the rate of maximum 10% of total contract value shall be levied on the contractor, which shall be recovered from the security deposit or from the payment to be made to the contractor and the contract may be terminated at the risk and cost of the contractor. However, the decision regarding the quantum of penalty shall vest with the Technology Functional Area.</p>												
32.27	<p>A detailed contract will be signed with the successful bidder within 15 days of issue of work order.</p>												
32.28	<p>Period of Project</p> <p>The TSR Equipment and LED TV's will be hired from 1ST February 2016 to 20TH February 2016. The selected Agency will make available all the TSR Equipment and LED TV's in working condition after installation/commissioning and testing at the respective locations 5 days prior to the date of commencement of the test / trial event.</p> <p>In case the test events are not conducted for any reasons the installation, commissioning and testing of TSR equipment and LED TV's must be completed by 1ST February 2016.</p>												

32.29	<p>Delivery Schedule: T is date on which the test/ main games event begins (whichever the case may be) W - Week</p> <ol style="list-style-type: none"> <li>1 Supply and installation of TSR Equipment and LED TV's : T - 2W</li> <li>2 Testing and commissioning of all TSR equipment and LED TV's : T - 1W</li> <li>3 Maintenance of all TSR equipment and LED TV's: T + 3W</li> </ol>
32.30	<p>The vendor has to provide the requisite manpower for operation of the TSR equipment and LED TV's and technical Support engineers at all locations to operate and maintain all the TSR equipment and LED TV's installed at all the locations, including operation and maintenance support</p>
32.31	<p>Payments Towards support for the equipment brought from other states / sports organizations. All Payments towards all activities carried by the bidder in accordance with the clause 12 of the Scope of work will be paid at actual and should not be added to the bid of the bidder on submission of the actual bills.</p>
32.32	<p>The Technology FA would in no way be responsible for any issues, litigations Or legal implications arising if at all due to use of any pirated software by the vendor. The complete onus and responsibility of any such consequences would be on the vendor</p>

### **34. 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,

### **35. 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 and Meghalaya 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.

## **36. 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.

## **37. LOCAL CONDITIONS**

37.1 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.

37.2 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.

37.3 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.

## **38. CANCELLATION OF GAMES**

38.1 If the Games are not held for any reason: 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. Each party will be relieved of its obligations under this Agreement; and

38.2 Save as expressly stated in this Agreement, OC-SAG will not be liable in any way to the 'Timing Scoring and Result System Provider' by reason of the termination or cancellation.

The Following facilities will be extended to the service provider:

- a) The '**Timing Scoring and Result System and LED TV'S Provider**' can

use the Phrase ‘**Timing Scoring and Result System and LED TV’S Provider**’ of OC-SAG’ in their stationery.

- b) Permission to the ‘**Timing Scoring and Result System and LED TV’S Provider**’ to use the photographs of the work done for the Ceremonies only after the games.
- c) Performance Certificate will be issued to the ‘**Timing Scoring and Result System and LED TV’S Provider**’ after satisfactory completion of works as per the contract.

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

## **39. GENERAL CONDITIONS OF CONTRACT (GC)**

### **A. General Provisions**

39.1 **Definitions:** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

39.1.1 “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.

39.1.2 “Applicant or bidder” means a party that submits, or intends to submit, a Bid;

39.1.3 “Bid” means a Bid submitted in response to this RFP;

39.1.4 “Bidder” means any private or public entity that will provide the Services to the “OC-SAG” under the Contract.

39.1.5 ‘Business day’ means any day on which OC-SAG is open for business in Guwahati, not being a Saturday or Sunday.

39.1.6 “Technology Team” means the key personnel as required by the Applicant to deliver the Services.

39.1.7 “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.

39.1.8 “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:

- i. Strategies, projects, policies and business plans;
- ii. Financial information;
- iii. Marketing and advertising concepts, plans and materials;
- iv. Advice; and
- v. Drawings, specifications, software, designs, models, plans, trademarks and logos.

- 39.1.9 “Day” means calendar day.
- 39.1.10 “Desirable” means a requirement having a significant degree of importance to the objective of the RFP
- 39.1.11 “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 11.
- 39.1.12 “Events” means all competitions, presentations, ceremonies and other events included in the Games including:
- i. the opening and closing ceremonies.
  - ii. 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
  - iii. all medal presentations.
- 39.1.13 “**Timing Scoring and Result System and LED TV’S Provider**” means the successful applicant to this RFP who is awarded the work order;
- 39.1.14 “Games” means the 12th South Asian Games to be held in Guwahati, Assam and Shillong, Meghalaya.
- 39.1.15 “GC” mean these General Conditions of Contract.
- 39.1.16 “Government” means the Government of Assam
- 39.1.17 “Member” means any of the entities that make up the joint venture/ Association; and “Members” means all these entities.
- 39.1.18 “Party” means “OC-SAG” or the bidder, as the case may be, and “Parties” means both of them.
- 39.1.19 “Services” means the work to be performed by the bidder pursuant to this Contract outlined in the scope of work.
- 39.1.20 “Third Party” means any person or entity other than the “OC-SAG”, or the bidder.
- 39.1.21 “In writing” means communicated in written form with proof of receipt.
- 39.1.22 “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.
- 39.1.23 “OC-SAG” means the Organising Committee- 12th South Asian Games
- 39.1.24 “Scope of Work” means the scope of work required to be carried out by the successful Applicant.
- 39.1.25 “Must” or “mandatory” or “should” means a requirement that must be met in order for the Bid to receive consideration;
- 39.1.26 “RFP” means this Request for Proposal;
- 39.1.27 “Services” means the services required to be performed by the Bidder as outlined in the scope of work.

**Application: These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them. For interpretation of any clause in the RFP or Contract Agreement, the interpretation of OC-SAG shall be final and binding on the bidders.**

### **39.2 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.

### **39.3 Headings**

The headings shall not limit, alter or affect the meaning of this contract

### **39.4 Notices**

39.4.1 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.

39.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified.

### **39.5 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.

### **39.6 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.

### **39.7 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.

### **39.8 N.A**

### **39.9 Fraud and corruption**

39.9.1 **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:

- 39.9.2 “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;
- 39.9.3 “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- 39.9.4 “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;
- 39.9.5 “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.
- 39.9.6 “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.

**39.10 Measures to be taken by the Organising Committee -12th South Asian Games**

- 39.10.1 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.
- 39.10.2 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**

**39.11 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.

**39.12 Commencement of services**

The bidder shall begin carrying out the Services not later than the number of days after the Effective Date.

**39.13 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.

**39.14 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.

**39.15 Modification or Variations**

39.15.1 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.

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

**39.16 Force Majeure**

**39.16.1 Definition:**

39.16.1.1 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.

39.16.1.2 Force Majeure shall not include:

- (i) any event which is caused by the negligence or intentional action of the Bidder or Bidder’s agents or employees, nor
- (ii) any event which a diligent Bidder could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

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

**39.16.2 Measures to be taken**

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

- 39.16.2.2 OC-SAG affected by an event of Force Majeure shall notify the Bidder of such event as soon as possible, and in any case not later than three (3) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 39.16.2.3 Any period within which an Bidder shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Bidder was unable to perform such action as a result of Force Majeure.
- 39.16.2.4 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by “OC-SAG,”, shall either: demobilize; or continue with the Services to the extent possible, in which case the Bidder shall continue to be paid proportionately and on pro rata basis, under the terms of the Contract.
- 39.16.2.5 In the case of dispute in agreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 40 & 41.

### **39.17 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.

### **39.18 Terminations**

#### **39.18.1 By the “OC-SAG”**

- 39.18.1.1 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.
- 39.18.1.2 If the Bidder fails to remedy a failure or breach in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 17 hereinabove, within five (5) days of receipt of such notice of suspension or within such further period as the “OC-SAG” may have subsequently approved in writing.
- 39.18.1.3 If the Bidder commits multiple or recurring breaches of this Agreement whether or not remedied.
- 39.18.1.4 If the Bidder becomes (or, if the bidder consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
- 39.18.1.5 If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 43 & 44 hereof.
- 39.18.1.6 If the Bidder in the judgment of the “OC-SAG”, has engaged in this Agreement

have a corresponding meaning;

39.18.1.7 If the Bidder submits to the “OC-SAG” a false statement which has a material effect on the rights, obligations or interests of the “OC-SAG”.

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

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

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

39.18.1.11 if the Games are cancelled.

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

#### **39.18.2 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.

#### **39.18.3 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 26 or GC 27 hereof.

#### **39.18.4 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 44 of this agreement. The bidder will be required to pay any such liquidated damages to client within 30 days of termination date. The claim of liquidated damages shall not prejudice other rights of OC-SAG, which it may have against the successful Agency.

#### **39.18.5 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**

#### **39.19 General**

##### **39.19.1 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.

#### **39.20 Conflict of interests**

39.20.1 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.

39.20.1.1 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”.

**39.20.2 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.

**39.20.3 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.

**39.21 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.

**39.22 Liability of the bidder**

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

**39.23 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”.

**39.24 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.

**39.25 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..

**39.26 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.

**39.26.1 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.

**39.27 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 therefore have been paid.

**D. Bidder’s Personnel**

**39.28 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.

### **39.29 Description of Personnel**

39.29.1 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the bidder's Key Personnel are as per the bidder's Bid. If any of the Key Personnel has already been approved by the "OC-SAG", his/her name is listed as well.

39.29.2 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

39.29.3 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.

### **39.30 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,".

### **39.31 Removal and/or replacement of personnel**

39.31.1 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.

39.31.2 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".

39.31.3 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

**39.32 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"**

**39.33 Assistance and exemptions**

Unless otherwise specified in the GC, the "OC-SAG" shall use its best efforts to ensure that the Organizing Committee shall:

39.33.1 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.

39.33.2 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.

39.33.3 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.

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

**39.34 NA**

**39.35 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**

**39.36 Currency of payment**

All payments shall be made in Indian Rupees.

**39.37 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**

### **39.38 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.

### **39.39 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**

### **39.40 Amicable Settlement**

Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 72 hours after receipt. If that party fails to respond within 72 hours, or the dispute cannot be amicably settled within 5 days following the response of that party, clause GC 41 shall become applicable.

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

### **39.41 Arbitration**

39.41.1 **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.

39.41.2 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.

39.41.3 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.

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

### **39.42 Intellectual Property Rights**

39.42.1 **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:

- a) relate to OC-SAG's current or contemplated business or activities;
- b) relate to OC-SAG's actual or demonstrably anticipated research or development;
- c) result from any concept or idea suggested to OC-SAG by bidder;
- d) involve the use of OC-SAG's equipment, supplies, facilities or trade secrets;
- e) 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
- f) 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.

**39.43 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:

**39.44 Liquidated Damages**

The Bidder hereby agrees that due to negligence of act of the bidder, if OC-SAG suffer losses, damages, quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and the Bidder agrees to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

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

The liquidated damages shall be applicable under following circumstances:

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

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

**39.45 Miscellaneous provisions**

39.45.1 “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.

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

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

39.45.4 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.

39.45.5 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.

39.45.6 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.

39.45.7 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.

39.45.8 All claims regarding indemnity shall survive the termination or expiry of the Contract.

39.45.9 It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (bidder) for any engagement, service or employment in any capacity in any office or establishment of OC-SAG.

## ANNEXURE A :VENUES OF THE GAMES

Sr. No.	Venue
<b>Guwahati</b>	
1	Indira Gandhi Athletics Stadium, Sarusajai Sports Complex
2	Jawaharlal Nehru Stadium, Sarania Hills
3	Nabin Ch. Bordoloi AC Indoor Stadium, Sarusajai
4	NH 37 Bypass
5	LNIFE, Tepesia, Sonapur
6	Moullana Md. Tayabullah Hockey Stadium, Bhetapara
7	D.T.R.P. Indoor Stadium , Ulubari
8	Shooting Range, Kahilipara
9	R.G. Baruah Sports Complex, Ulubari
10	Dr. Zakir Hussain Aquatic Complex, Sarusajai
11	All Assam Tennis Association Complex, Chachal, VIP Road
12	Bhogeswari Phukanani Indoor Stadium, Dispur
<b>Shillong</b>	
1	Jawaharlal Nehru Sports Complex – No. 1 Polo Ground
2	SAI- SAG Indoor Stadium, NEHU Campus
3	Jawaharlal Nehru Sports Complex - Football Ground
4	N.E.I.G.R.I.H.M.S. Indoor Stadium
5	Jawaharlal Nehru Sports Complex – Indoor Hall

## **ANNEXURE B : UNDERTAKING**

### **UNDERTAKING**

To: Organising Committee, 12th South Asian Games,

I/WE

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Of (insert business address)

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Hereby submit our Bid in response to the Request for Proposal (RFP) for appointment of the Hiring of Timing Scoring and Result System Provider for the 12th South Asian Games and undertake to execute and complete the services as we will be reasonably required to perform in accordance with our Bid, the RFP requirements and final work order to be issued by Organising Committee, 12th South Asian Games. This RFP shall remain valid to be accepted by Organising Committee, 12th South Asian Games and shall not be withdrawn for a period of 90 days from .....2015. I/We understand that Organising Committee, 12th South Asian Games reserves the right to accept/ reject any application and the selection is at their sole discretion.

Authorized Signature

Name in full \_\_\_\_\_  
Organisation Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

## ANNEXURE C : PERFORMANCE BANK GUARANTEE

### FORMAT FOR PERFORMANCE BANK GUARANTEE

**[Date]**

To,

Mr. Deepak Goswami  
Technology FA Head  
Organising Committee, South Asian Games 2016,  
C/o NIC, Assam State Centre  
Old Ganasewa Bhawan, Secretariat Complex  
Guwahati-781006  
Ph: 0361-2260254, 2261964  
E-mail: [asm-deepak@nic.in](mailto:asm-deepak@nic.in), [sio-asm@nic.in](mailto:sio-asm@nic.in)

WHEREAS \_\_\_\_\_ (Name of the company & address) (hereinafter called “the Tenderer”) has submitted its tender dated \_\_\_\_\_ for selection of Bidder for Hiring of Timing Scoring and Result System as required and outlined in the request for proposal (RFP) for Hiring of Timing Scoring and Result System project to the OC-SAG (hereinafter called “the Tender”) in favour of..... Herein after called the “OC-SAG”, KNOW ALL MEN by these presents that we, \_\_\_\_\_ (Name of the Bank), a corporate body constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at \_\_\_\_\_ (Address of the head office) amongst others a branch at \_\_\_\_\_ (Branch name) (hereinafter called “the Bank”) do hereby undertake to pay to OC-SAG forthwith on demand without any demur and without seeking any reasons whatsoever, an amount not exceeding Rs. \_\_\_\_\_ and the guarantee will remain valid upto 60 days from the due date of the tender. It will, however, be open to the OC-SAG to return the Guarantee earlier than this period to the Bidder, in case the vendor does not qualify for the commercial negotiations by the OC-SAG after a recommendation is made by the on the bid(s) after an evaluation. In the event of the bidder withdrawing the tender before the completion of the stages prior to the Commercial negotiations or during the

Commercial negotiations, as the case may be, the Guarantee deposited by the Bidder stands forfeited to OC-SAG. We also undertake not to revoke this guarantee during this period except with the previous consent of the OC-SAG in writing and we further agree that our liability under the Guarantee shall not be discharged by any variation in the term of the said tender and we shall be deemed to have agreed to any such variation. No interest shall be payable by the OC-SAG to the bidder on the guarantee for the period of its currency.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2015  
For the Bank \_\_\_\_\_ (Agent/Manager)



## **ANNEXURE D : LED TVs SPECIFICATIONS**

### Minimum Specifications of LED TVs

1. All Television equipment shall be of reputed brands.
2. All Television equipment shall be supplied along with connecting cables (for all supported ports), power cords & adapters etc.
3. For all Television Equipment, sound and video shall be free of noise, hum and interference.
4. All televisions shall meet the following technical criteria:

#### Display

Screen size: Minimum 46 inches.

Type of TV: LED

#### Picture

Resolution: 1920 X 1080 (Full HD)

PAL and NTSC

#### Audio

Output: 10W X 2 speakers (built-in) or above

#### Connectivity Ports

HDMI

Composite (AV)

RF input

Component (Y/Pb/Pr)

PC input (VGA)

USB

#### Mounting

Table top stand as well as wall mount bracket

#### Other Specifications

- Cable ready and self-tune type (up to 50 channels min) with hyperband 45-862MHz
- Must be able to accept and play both High Definition and Standard Definition Signal
- Must be able to interface with the Set-Top-Box (specifications required)

- 16:9 screen aspect ratio
- Motion Response Time: 4 ms or less
- Viewing angle 170 deg or more
- Power requirements 230V, 50 Hz
- Stereo sound for size 42" and more
- Internal battery for tuner memory
- Remote control (supplied with batteries) and front control
- Black case (preferred)
- Remote control and with Hotel mode activation (Display menu locking facility).

Warranty: 1 Year from Manufacturer.

## ANNEXURE E : LED TVs REQ.- VENUEWISE

<b>GUWAHATI</b>		
<b>Sr. No.</b>	<b>Venue</b>	<b>Total</b>
		<b>Venuewise</b>
1	Indira Gandhi Athletics Stadium, Sarusajai Sports Complex	6
2	Jawaharlal Nehru Stadium, Sarania Hills	6
3	Nabin Ch. Bordoloi AC Indoor Stadium, Sarusajai	6
4	NH 37 Bypass	3
5	LNIFE, Tepesia, Sonapur	6
6	Moullana Md. Tayabullah Hockey Stadium, Bhetapara	6
7	D.T.R.P. Indoor Stadium , Ulubari	6
8	Shooting Range, Kahilipara	6
9	R.G. Baruah Sports Complex, Ulubari	5
10	Dr. Zakir Hussain Aquatic Complex, Sarusajai	6
11	All Assam Tennis Association Complex, Chachal, VIP Road	6
12	Bhogeswari Phukanani Indoor Stadium, Dispur	6
13	Main Press Center (MPC)	6
14	Ceremonies Compound	4
<b>Total</b>		<b>78</b>
<b>SHILLONG</b>		
<b>Sr. No.</b>	<b>Venue</b>	<b>Total</b>
		<b>Venuewise</b>
1	Jawaharlal Nehru Sports Complex – No. 1 Polo Ground	6
2	SAI- SAG Indoor Stadium, NEHU Campus	6
3	Jawaharlal Nehru Sports Complex - Football Ground	6
4	N.E.I.G.R.I.H.M.S. Indoor Stadium	6
5	Jawaharlal Nehru Sports Complex – Indoor Hall	6
<b>Total</b>		<b>30</b>
<b>Grand Total</b>		<b>108</b>