

“REQUEST FOR PROPOSAL”

FOR

‘PROCUREMENT OF VOLUNTEER UNIFORMS’

FOR THE 12TH SOUTH ASIAN GAMES

ORGANISING COMMITTEE – 12th SOUTH ASIAN GAMES
GUWAHATI & SHILLONG

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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 (SAOC), formed in 1983. At present, SAOC is joined by eight members namely Afghanistan, Bangladesh, Bhutan, India, Maldives, Nepal, Pakistan & Sri Lanka.

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

2. The 12th South Asian Games

The 12th South Asian Games will be held in Guwahati, Assam and Shillong, Meghalaya, India from 06th to 16th February 2016. The Organizing Committee - 12th South Asian Games (OC-SAG) has stated its vision to be the best South Asian Games to date with impeccable standards of services to be provided to athletes, officials and the general public. In delivering the best ever South Asian Games OC-SAG will:

Build state-of-the-art sporting and city infrastructure for the facilitation of the Games.

Create suitable environment and opportunities for the involvement of the citizens in the Games.

Showcase the culture and heritage of India and in particular, North-East India.

Project India as a Global Sporting destination and leave behind a lasting legacy.

3. SPORTS

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

Guwahati, Assam

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

Shillong, Meghalaya

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

4. SUMMARY OF THE BID

This Request for Proposal (RFP) is issued by OC-SAG to obtain Bids for the appointment of Volunteer Uniform for 12th South Asian Games to be held in February 2016.

In the 12th South Asian Games there will be approximately 4500 athletes and Team officials, 1400 Technical Officials, 4000 Volunteers, 23 Sports Disciplines, International media, VIP's, Dignitaries, Other Officials and suppliers.

The successful bidder will be required to provide Uniforms to 4000 OC-SAG Volunteers for the 12th South Asian Games 2016

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 the 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.

6. PURCHASE AND DOWNLOADING OF TENDER FORMS:

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

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/Bankers Cheque from Nationalized Bank drawn in favour of the "Organising Committee South Asian Games" Payable at Guwahati, Assam are deposited in the office of Organising Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040 on or before scheduled date given in this RFP.

7. ELIGIBILITY CRITERIA

The eligibility criteria are given in the table below:

Sr. No	Parameter	Supporting Document(s)
1	The Bidder should be an organization with operational set up in India for last 3(Three) years and should have a registered office in India	Certificate of Incorporation, Service Tax Returns copy, Address proof and any other relevant document to be furnished in this regard
2	The Bidder should have supplied some/all mentioned apparels to a minimum of 5 (Five) organizations (or sporting companies) including one order exceeding 10000 (Ten Thousand) pieces of apparel(or similar items as is included in the RFP's scope of work)	Undertaking from the Bidder in the specified format as mentioned in Annexure-IV
3	The Bidder should have an average annual turnover of at least INR 1,50,00,000 (INR 1.5Crores) or more in the last 3 financial years	Audited Financial Statements And/or Certificate from the statutory Auditors.

8. SCOPE OF WORK

OC-SAG seeks to appoint Games time uniform supplier to partner with it for the supply and delivery of listed items.

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

- Uniform supply
- Delivery at the Main Accreditation Centre/Main Logistic Centre (MAC/MLC).

The uniform solution is integral to achieving successful games and will serve to identify the Workforce (volunteers) and promote an image of the Games and the host cities Guwahati & Shillong in the states of Assam & Meghalaya respectively.

OC-SAG requires a process which incorporates supply and delivery of uniform items from the successful Bidder. In regard to storage and distribution of uniforms, OC-SAG has maintained a Main Accreditation Centre/ Main Logistic Centre (MAC/MLC), a place where OC-SAG will distribute uniform and accreditation to the volunteers as required.

8.1 CONSTITUENT MAKEUP - UNIFORM REQUIREMENTS

The successful Bidders are required to deliver Uniforms to the entire Games Volunteers of approximately 4000 persons comprising OC-SAG Volunteers

8.1.1 UNIFORM DESIGN & LOOK

The successful Bidder should keep in mind the following aspects:

- A strong image of OC-SAG.
- A diverse range of sizes, shapes and preference of workforce.
- Budget constraints.
- Large volumes and short timeframes.
- All numbers include a contingency for size distribution fluctuations, loss, damage and replacement.
- Uniforms need to cater to wet conditions/monsoons.
- The ability to assist OC-SAG, with the supply of requirements that are currently not envisaged or scoped on terms and conditions to be agreed in good faith.
- Logo of the supplier should not be visible on the items supplied as a part of this RFP
- The supplier should be an Indian registered entity.
- The company/entity owning brand is entitled to bid in the process.

8.2 SUPPLY & DELIVERY

8.2.1 Key Dates/Milestones

Listed Below is planned timelines for the Uniform Program Area:

Sr. No.	Events	Period
1.	Appointment of the successful Bidder	Will be intimated by the OC-SAG
2.	Develop and present samples of Uniform Kit items with Logo application in all the sizes (XS, S, M, L, XL, XXL etc.)	Within 5 days from the date of awarding contract
3.	Modification by the supplier and counter sample approval by OC-SAG	Within 2 days after submitting modification
4.	Uniform Delivery to the Games Main Accreditation Centre/Main Logistic Centre(MAC/MLC) according to the Uniform Delivery Schedule and in accordance to the requirement of OC-SAG	Within 20 days after approving the final sample by OC-SAG

*Please note that the dates are tentative and subject to change at the discretion of the OC-SAG. However, the time periods as seen above shall not change

OC-SAG will stick to the following requirements for acceptance within Compliance Schedule:

8.2.2 OC-SAG requires weekly reporting information in regard to production volumes/progress (report content to be agreed as part of appointment process.)

8.2.3 Carton weight not to exceed 25 kgs with cartons to be palletized for delivery into OC-SAG nominated warehouse, with pallet dimension not to exceed 1.2Mx1.2Mx1.2M, and enclosed in non-transparent shrink wrap plastic. A detailed packaging plan would be provided later.

8.2.4 The delivery window to OC-SAG is within 20 days after approving final sample by OC-SAG. However, Replacements / Just-in-time delivery may be required later as well. Reasonable variations to delivery schedule would be provided based on availability of information.

8.2.5 The successful Bidder would be provided with a Uniform Delivery Schedule which would list out the details in terms of timelines to be adhered to.

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

8.3 SUPPLIER INTERNAL PROJECT MANAGEMENT

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

8.4 STORAGE & DISTRIBUTION (MAC/MLC)

OC-SAG will have a Storage and Distribution facility suitable for use as a Main Accreditation Centre/ Mail Logistic Centre (MAC/MLC) where uniform and accreditation cards will be stored and distributed to the workforce and other constituents groups, as required. For the Uniform program, the site will also be the location of on-site pick and pack, uniform fittings, etc.

Background Information

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

A total number of 4000 Volunteers will be accredited and uniformed at this facility. Given that the facility would be live till the end of the Games time, the supplier would need to make all reasonable efforts to make changes in delivery schedules based on real time operational needs.

8.5 GARMENT SPECIFICATION GUIDE

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

8.5.2 This is a tentative product list subject to changes by OC-SAG:

Sl.No	Item	Unit	Qty.
1	Track Suit (Pair)	1	4,000
2	T-shirt	2	8,000
3	Sports shoes	1	4,000
4	Waist bag	1	4,000
5	Cap	1	4,000
6	Socks (Pair)	1	4,000
	Total		28,000

*The number of items taken into account does not include the estimated overage of 25% for T- Shirts, Track suit (pair) and Shoes. Also the numbers of items are subject to change based on the requirements of the OC-SAG.

**These items may have a male and female variant

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

8.5.4 A Certificate from a Government lab on the composition of materials should be submitted. The sample duly stamped should also be submitted with the bid.

8.5.5 Suggested Fabric

Samples will be shared with the Bidders at the Pre-Bid Meeting. For any modifications in the specifications, the successful Bidder would be required to work back with the OC-SAG for approval of the same. The date for the Pre-Bid meeting is fixed on **5/12/2015 at 12.00 Noon**. Any changes regarding the date and timing of the pre-bid conference shall be informed to the parties who have purchased the tender document before the pre-bid conference.

Detailed Specifications:

Items	Specifications	Number of Samples for Submission
T-Shirt	DRIFIT Placket, three buttons, slits at bottom. Composition: 150 to 160 GSM Fabric Type: 100% polyester micro cloth Printing Sublimation-Fine stitching minimum 11 stiches PRI Front pocket, Ribbed Collar, Bartucked sticher.	3 (Three) (Certificate from Government approved laboratory describing cloth composition)
Track Suit (Lower & Upper)	DRIFIT 100% Polyester fabric micro Mash inside good quality drift GSM 140 cloth 110 GSM heavy quality. Zip on upper side Elastic cord & adjuster Sublimation Printing-Elastic & welcro cuffs Lower with both side zips	3 (Three) (Certificate from Government approved laboratory describing cloth composition)
Socks	Composition: 75% - 80% Cotton 20% - 25% Nylon Style: ankle length, half-length Size: Free size	3 (Three) (Certificate from Government approved laboratory describing cloth composition)
Sports Shoes	Type: Running/Walking Material Upper: Mesh Lining: Cotton Fabric Outsole: Ethylene-Vinyl Acetate (EVA)	3 (Three) (Certificate from Government approved laboratory describing material composition)
Cap	100% Cotton Plain Dyed Closure: Velcro	3 (Three)
Kit Bag	Composition: Polyester 60 x 29 x 29 cm to 62 x 24 x 24 cm	3 (Three)

* Cloth materials (Track Suit in particular) must be of **Dri Fit** (Wash & Wear) quality usable for repeated wearing.

8.5.6 Suggested Size and Cutting Ratios

The following table of ratios applies to the Smart Casual Workforce Uniform only:

T-shirt						
Sizes	XS	S	M	L	XL	XXL
Percentage	10	10	30	20	20	10

Track Suit					
Sizes	S	M	L	XL	XXL
Percentage	10	30	30	20	10

Shoes-Men							
Sizes	6	7	8	9	10	11	12
Percentage	5	25	35	15	10	5	5

Shoes-Women						
Sizes	4	5	6	7	8	9
Percentage	20	35	25	10	5	5

Cap
It should be free size with an adjustable back strap

Socks
Male- Quarter Length
Female- Anklet Length

The ratios are tentative and would be coined by the OC-SAG 2016 to successful Bidder.

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

- A quality control process must be implemented and samples should be provided of all items to OC-SAG.

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

9. COST OF BID

9.1 A non-refundable tender document fee of INR.2000/- and Processing fee of INR 500/- Non Refundable (Total Rupees two thousand five hundred) are to be submitted in the form of Demand Draft or Bankers cheque. These said Demand Draft/ Banker Cheque should be from a Nationalized Bank drawn in favor of the “Organizing Committee, South Asian Games” payable at Guwahati, Assam at the office of Organizing Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040 on or before scheduled date given in this RFP along with the tender paper.

9.2 As part of the Bid, the bidder shall enclose the Demand Drafts in a separate envelope i.e. Envelope#1 and clearly marked as “**Demand Draft for Tender Document Fee, Tender Processing Fee and EMD**” and Envelope #2 as the **Eligibility Criteria document**, Envelope #3 as **Technical Bid Document**

10. EARNEST MONEY DEPOSIT

Bidders shall submit, along with their Bids, EMD of INR 2,05,000 as the Bid value, in the form of a Demand Draft or Bankers Cheque from any nationalized bank in favour of the, Organizing Committee, South Asian Games 2016. Bid security in any other form will not be accepted.

10.1 The bid securities of all unsuccessful bidders will be refunded by the, Organizing Committee, 12th 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.

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

10.3 The bid submitted without bid security, mentioned above, will be summarily rejected.

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

- The Bidder withdraws its Bid during the validity period specified in RFP.
- The Bidder does not respond to requests for clarification of its Bid.
- The Bidder fails to provide required information during the evaluation process or is found to be non-responsive or has submitted false information in support of its qualification.
- In case of a successful bidder, the said bidder fails to sign the Agreement in time; or does not furnish the mandatory Performance Security.
- The Bidder materially alters his bid during the bid processing period.

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 + Tender Processing Fee	INR 2000 and INR 500/-
2	Publishing of RFP through e-tender	27/11/2015
3	Earnest Money Deposit	INR 2,05,000/-
4	Last date for submission of written queries for clarifications.	08/12/2015 upto 4.00 pm volunteers.ocsag@gmail.com
5	Release of response to clarifications	09/12/2015
6	Date of Pre-Bid conference	05/12/2015 at 12.00 Noon Add: Organizing Committee, South Asian Games, Hockey Stadium, Bhetapara,

		Guwahati- 781040
7	Last date (deadline) for receipt of proposals in response to RFP notice	17/12/2015 up to 5.00 p.m.
8	Place, Time and Date of opening of Bid proposals received in response to the RFP notice	18/12/2015 at 11.00 a.m., Organizing Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040
9	Place, Time and Date of opening of Commercial proposals received in response to the RFP notice	Shall be intimated to the technically qualified bidders at a later stage.
10	Contact Person for queries	MR. Nityananda Barakakoty Director Volunteers volunteers.ocsag@gmail.com
11	Addressee and Address at which proposal in response to RFP notice is to be submitted	OC-SAG C/o Director Volunteer Organizing Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040
12	Total Value of Estimate	INR 1,02,40,000

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

12. PRE-BID CONFERENCE

OC-SAG will host a Pre-Bid Conference, scheduled on 05/12/2015 at 12.00 Noon, **Organizing Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040**. The representatives of the interested organizations may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed solution requirements with reference to the particular RFP. The OC-SAG shall provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project during the pre-bid conference. Only those bidders who have purchased the tender document shall be allowed 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 submitting request		Point of contact:	
				Tel:	
				Fax:	
				Email:	
Sl. No.	Bidding Document Reference(s) (section number/page)	Content of RFP requiring clarification	Points of Clarification required.		

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 will provide a complete, accurate, and timely response to all questions to all the Bidder. 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 bidder. All responses given by OC-SAG will be distributed to all the bidder I.

14 SUBMISSION OF PROPOSAL

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

14.2 The Bidder is required to upload :

- Scanned copy of D.D. / Pay Order drawn against the Tender cost and processing fees.

- E.M.D of INR 205000/- of the Bid value should be paid as per –clause 10
- Bid Eligibility Criteria documents submission and purchase as mentioned in clause -7
- Technical Bid documents to be uploaded as mentioned from clause 20.1
- Commercial Bid as per prescribed – Annexure VII
- Potential applicant must complete and sign the Undertaking at Annexure IV.
- 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 The Bidders are also required to submit one printed original hardcopy of the RFP document (duly ink signed) and one softcopy (CD) in Microsoft Word and PDF format. Bidder must ensure that the information furnished by him/her in respective electronic copy is identical to that submitted by him/her in the original paper bid documents. In case of any discrepancy observed by OC-SAG in the contents of the electronic copy and original paper bid documents, the information furnished on original paper bid documents will prevail over the softcopy.

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

14.6 The 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, #2, #3) must be received in the office of the Organizing Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040 between 10 am to 5 pm on any working day till 17/12/2015 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: |PROCUREMENT OF UNIFORM FOR VOLUNTEERS 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 RFP 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 conform 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 of 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 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

16.1. 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.

16.2 Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the 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 amount 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 parts. Envelope #1 will contain the Tender Document Fee, Tender Processing Fees and the Earnest Money Deposit (EMD). The Envelope #2 will be for the Eligibility Criteria and the Envelope #3 will contain the Technical Bid.

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

19.3 The Technical Bid should be submitted in a sealed envelope marked as “Technical Bid”.

19.4 The “Commercial Bid” is NOT to be submitted in hard copy.

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

20 DOCUMENTS TO BE SUBMITTED WITH THE BID

Proposals must be direct, concise, and complete. OC-SAG will evaluate bidder’s proposal based on its clarity and the directness of its response to the requirements of the project as outlined in this RFP. The Bidders shall furnish the required information on their technical and commercial proposals in the enclosed formats only.

20.1 TECHNICAL BID

20.1.1 Certificate of Incorporation Service Tax Returns copy, proof of address AND any other relevant document to be furnished in this regard

20.1.2 Undertaking from the Bidder in the specified format as mentioned in Annexure-IV

20.1.3 Audited Financial Statement (Balance sheet and Profit and Loss Account) for the last 3 Financial Year or Certificate from the statutory Auditors

20.1.4 The Bidder shall submit tagged samples of the products to be supplied as per the specifications along with the bid documents. The samples should be duly tagged with name and signature of the bidder. Any deviations in format will be liable for rejection.

20.1.5 The Bidder should submit minimum 5 work orders of apparels supply as mentioned in eligibility criteria. Paragraph-7

20.2 COMMERCIAL BID

20.2.1 The Bidder is expected to price all the items and services proposed in the Technical proposal. OC-SAG may seek clarifications from the Bidder on the Technical Proposal. Any of the clarifications by the Bidder on the technical proposal should not have any commercial implications. The Commercial Proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical offer.

20.2.2 Unless expressly indicated in this RFP, bidder shall not include any technical information regarding the services in the commercial proposal.

20.2.3 The bidders must use only the format provided in the e-tender website for submitting the commercial. 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.

21 EVALUATION OF BIDS

The Bids will be evaluated on the basis of score of Technical and Commercial Bid. The Technical Bid will carry total of 70 marks out of which a bidder will have to secure minimum of 35 Marks to qualify in the technical bid. The Commercial Bid will be finalized on the basis of lowest cost out of the technical qualified bidders only and if the bidder found to be otherwise eligible in respect.

PHASE I: TECHNICAL BID

S. No	Evaluation Criteria	Total Marks	Minimum Qualification	Supporting Documents
1.	Experience in supply of apparel to events/Sporting Organizations/large companies as well on a large scale. 3-5 Years - 10 marks 5- 7 Years - 15 marks 7+ Years - 20 marks	20	10	<input type="checkbox"/> Online submission as well as submission in Hard copies (Annexure-V)
2.	Experience in supply of apparel on a large scale Supply to min. of 5 organizations With an order of 10000-13000 Pieces – 10 marks With an order of 13000 – 15000 – 15 marks With an order of 15000+ Pieces – 20 marks	20	10	<input type="checkbox"/> Online submission as well as submission in Hard copies (Annexure -V)

3.	Showcase of past products/prototypes of products of similar quality to the specifications mentioned in Clause 8.5.5. In case previously not supplied to a prior client, the bidder may submit the sample of the some of items.	30	15	<input type="checkbox"/> Quality of items previously supplied/prototypes of products of similar quality in case previously not supplied to a prior client (Annexure-VI) 1 Track Suit 2 T-Shirt 1 Pair of Shoes 1 Waist Bag 1 Cap 1 Pair of Socks
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Full address and proof of the registered office of the Bidder

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

21.1 Analysis Of Technical Bid:

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

- i. A committee of experts will assign marks on the samples submitted by the vendors as per the scoring pattern mentioned above.
- ii. OC-SAG shall evaluate and rank Technical Bid on the basis of Bid's responsiveness to the scope using the evaluation criteria and score system specified above in the Evaluation Table. Each Technical Bid will receive a technical score.
- iii. A Bid shall be rejected if it does not achieve the minimum technical mark of 50% of the weightage in Technical Score in each of the parameters and overall Technical score of 35 from the maximum of 70 points.
- iv. Each competency group will have Minimum Qualification Score as mentioned above. Bids receiving marks greater than or equal to the Minimum Qualification Score in the Technical Bid will be eligible for the opening of the Commercial Bid. If required, OC-SAG may seek specific clarifications from any or all bidder (s) at this stage. OC-SAG, shall determine the bidder(s) that qualify for the next phase after reviewing clarifications provided by the bidder(s).

- v. The bids of bidders who have cleared the Minimum Qualification Score shall be ranked on the basis of the Technical bid marks and declared: “Technical Qualified Bids”.
- vi. The technically shortlisted bidders will be informed of the date and venue of the opening of the commercial bids through online (e-tender) email communication.

PHASE II: COMMERCIAL BID

- a. The Commercial Bids of the Bidders, who are technically qualified, shall be opened in the presence of one representative each from the respective bidders who choose to attend. The name of the bidder and the quoted fees shall be read aloud and recorded.
- b. The Bid of the bidder, who has been declared as **(L1)** will be awarded the work when the lowest Commercial Bid of the bidder is found to be in place as per the Tender requirement and overall Bid of the bidder is determined to be qualified to perform the work satisfactorily.
- c. Commercial bids would be analyzed and evaluated by an Evaluation Committee constituted for the purpose. The bidder quoting the lowest commercial value will be invited for negotiations for awarding the contract.
- d. In case of a tie where two or more bidders quote the same lowest commercials, the bidder with the higher technical score will be invited first for negotiations for awarding the contract.
- e. The bidder has to quote for all items under the schedule otherwise the bid will be rejected.
- f. Bid must be inclusive of Taxes, Transportation and any other charges.

22 DECLARATION OF SUCCESSFUL BIDDER

The Bid of the bidder, who has been declared **(L1)** will be awarded the work as the Lowest Commercial Bid if 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 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 RFP process and reject any or all bids at any time prior to the award of work, without thereby 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 the form of Bank Guarantee (irrevocable) valid for 180 days from closing of Games from any Nationalized Bank, 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

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

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

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 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 II.

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

29.3 The Performance Security should be furnished in the form of a Bank Guarantee from a Nationalized Bank in an acceptable form within 10 days of issue of Work Order failing which a penalty of INR 5000/per day will be charged from the applicant safeguarding the interest of OC-SAG in all respect. The validity of the "Performance Security" would be up to the period of 180 days post- closing of the games or 30 days after submission of all documentation and reports (whichever applies first) and may be extended by a further period, as deemed appropriate by OC-SAG.

29.4 All incidental charges whatsoever 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

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

31.2 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

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

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

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

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

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

31.8 Payments will be made as per the following phases

Phase I- 30%: Advance after completion of Design & providing samples etc. (Subject to completion of task within timelines given by OC-SAG on satisfactory certificate from OC-SAG or Designated official for the payment) **

Phase II - 40%: after the successful delivery of the Volunteers Uniforms (Subject to completion of task with in timelines given by OC-SAG on satisfactory certificate from OC-SAG or Designated official for the payment) .

Phase III – Rest 30%: within 30 days from the date of closing of the Games. (Subject to completion of task within timelines given by OC-SAG on satisfactory certificate from OC-SAG or Designated official for the payment).

** Advance payment of 30% will be made on furnishing an irrecoverable Bank Guarantee for the advance amount from any Nationalized Bank valid for at least 180 days from the date of contract agreement.

The above are subject to change as per the decisions of OC-SAG, but in no eventuality, the successful bidder will be entitled to mobilization or other advances.

32 TERMS AND CONDITIONS

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

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

34 GOVERNING LAW

This RFP is to be interpreted in accordance with the laws of India and with the ethical requirements of that jurisdiction. Only Guwahati Courts 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.

35 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.

36 LOCAL CONDITIONS

- 36.1 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.
- 36.2 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.

36.3 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.

37 CANCELLATION OF GAMES

37.1 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.

- a) Each party will be relieved of its obligations under this Agreement.
- b) Save as expressly stated in this Agreement, OC-SAG will not be liable in any way to the 'Volunteer Uniform Suppliers' by reason of the termination or cancellation.

37.2 From the effective date of termination of this Agreement under clause 37, the 'Volunteer Uniform Supplier' shall, unless OC-SAG requires otherwise.

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

- a) The 'Volunteer Uniform Supplier' can use the Phrase 'Uniform Supplier of OC-SAG' in their stationery.
- b) Permission to the Volunteer Uniform Supplier to use the photographs of the work done for the Ceremonies only after the games.
- c) Performance Certificate will be issued to the Volunteer Uniform Supplier after satisfactory completion of works as per the contract.

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

38. GENERAL CONDITIONS OF CONTRACT (GC)

A. General Provisions

Definitions

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

- 1.1 “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.
- 1.2 “Applicant or bidder” means a party that submits, or intends to submit, a Bid;
- 1.3 “Bid” means a Bid submitted in response to this RFP;
- 1.4 “bidder” means any private or public entity that will provide the Services to the “OC-SAG” under the Contract.
- 1.5 ‘Business day’ means any day on which OC-SAG is open for business in Guwahati, not being a Saturday or Sunday.
- 1.6 “Ceremonies Team” means the key personnel as required by the Applicant to deliver the Services
- 1.7 “Contract” means the Contract/ Agreement including this agreement and all the schedule, annexures and attachments to it and any amendment made to it accordance with the terms of the Agreement.
- 1.8 “Confidential Information” means the terms and conditions of this Agreement and all other documents , information, know-how and data, in any form and in any media relating to or concerning OC-SAG or connected with the staging of the Games in any media which is marked ‘Confidential’ or would reasonably be regarded as confidential , including but not limited to:
 - (a) strategies, projects, policies and business plans;
 - (b) financial information;
 - (c) marketing and advertising concepts, plans and materials;
 - (d) advice; and
 - (e) drawings, specifications, software, designs, models, plans, trademarks and logos.
- 1.9 “Day” means calendar day.
- 1.10 “Desirable” means a requirement having a significant degree of importance to the objective of the RFP
- 1.11 “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 11.
- 1.12 “Volunteer Uniform Supplier” means the successful applicant to this RFP who is awarded the work order;

- 1.13 “Games” means the 12th South Asian Games to be held in Guwahati, Assam and Shillong, Meghalaya.
- 1.14 “GC” mean these General Conditions of Contract.
- 1.15 “Government” means the Government of Assam
- 1.16 “Member” means any of the entities that make up the joint venture/ consortium/ Association; and “Members” means all these entities.
- 1.17 “Party” means “OC-SAG” or the bidder, as the case may be, and “Parties” means both of them.
- 1.18 “Services” means the work to be performed by the bidder pursuant to this Contract outlined in the scope of work.
- 1.19 “Third Party” means any person or entity other than the “OC-SAG”, or the bidder.
- 1.20 “In writing” means communicated in written form with proof of receipt.
- 1.21 “Intellectual Property Rights” means all intellectual and industrial property rights throughout the world in any media now in existence or developed in the future including without limitation, rights in the nature of any patent, trademark or service mark, copyright, visual image right, performance, recording or broadcast right, design, business name or trade secret or confidential information whether or not registered whether created by legislation or common law.
- 1.22 “OC-SAG” means the Organising Committee- 12th South Asian Games
- 1.23 “Scope of Work” means the scope of work required to be carried out by the successful Applicant.
- 1.24 “Must” or “mandatory” or “should” means a requirement that must be met in order for the Bid to receive consideration;
- 1.25 “RFP” means this Request for Proposal;
- 1.26 “Services” means the services required to be performed by the Volunteer Uniform Supplier as outlined in the scope of work.

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

2. Relationship between the parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the “OC-SAG, and the bidder. The bidder, subject to this Contract, has complete charge of Personnel, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Headings

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

4. Notices

4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an Authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified.

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

5. Location

The Services shall be performed at such locations as are specified by OC-SAG, and where the location of a particular task is not so specified, at such locations, as the “OC-SAG” may approve.

6. Authorized representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by “OC-SAG” or the bidder may be taken or executed by the officials specified.

7. Taxes and duties

The bidder and its Personnel shall be liable to pay such direct and indirect taxes, duties, fees, cess, surcharge, levies and other impositions levied under the applicable laws of India at present or in future as may be applicable.

8. N.A

9 Fraud and corruption

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

9.1.1 “Corrupt practice” means the offering, receiving or soliciting, directly or indirectly, of anything of value to influence the action of OC-SAG, official in the selection process or in contract execution;

9.1.2 “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

9.1.3 “Collusive practices” means a scheme or arrangement between two or more bidders, with or without the knowledge of OC-SAG, designed to establish prices at artificial, non-competitive levels;

9.1.4 “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

9.1.5 “Unfair Trade Practices” means supply of services different from what is ordered on, or change in the Scope of Work which was given by OC-SAG.

10. Measures to be taken by the Organising Committee -12th South Asian Games

10.1 The OC-SAG may terminate the contract if it determines at any time that representatives of the bidders were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract.

10.2 OC-SAG may also sanction against the bidder, including declaring the bidder ineligible, to be awarded a contract if it at any time it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an OC-SAG - financed contract.

B. Commencement, Completion, Modification and termination of Contract

11. Effectiveness of contract

This Contract shall come into force and effect on the date (the “Effective Date”) of “OC-SAG’s” notice to the bidder instructing the bidder to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions.

12. Commencement of services

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

13. Expiration of contract

Unless terminated earlier pursuant to Clause GC 18 hereof, this Contract shall expire at the end of such time period after the Effective Date.

14. Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

15. Modification or Variations

15.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, procurement, hiring/purchase and quality of technical equipment and resources may only be made by written communication by OC-SAG. Pursuant to Clause GC 43 here of, however, each Party shall give due consideration to any Bids for modification or variation made by the other Party.

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

16. Force Majeure

16.1 Definition

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

16.1.2 Force Majeure shall not include: (i) any event which is caused by the negligence or intentional action of the Volunteer Uniform Supplier or Volunteer Uniform Supplier's agents or employees, nor (ii) any event which a diligent Volunteer Uniform Supplier could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

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

16.2 Measures to be taken

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

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

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

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

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

17. Suspensions

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

exceeding thirty (30) days after receipt by the bidder of such notice of suspension.

18. Terminations

18.1 By the “OC-SAG”

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

18.1.2 If the Volunteer Uniform Supplier fails to remedy a failure or breach in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 17 hereinabove, within five (5) days of receipt of such notice of suspension or within such further period as the “OC-SAG” may have subsequently approved in writing.

18.1.3 If the Volunteer Uniform Supplier commits multiple or recurring breaches of this Agreement whether or not remedied.

18.1.4 If the Volunteer Uniform Supplier becomes (or, if the bidder consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.

18.1.5 If the Volunteer Uniform Supplier fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 40 & 41 hereof.

18.1.6 If the Volunteer Uniform Supplier in the judgment of the “OC-SAG”, has engaged in this Agreement have a corresponding meaning;

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

18.1.8 If the Volunteer Uniform Supplier places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to OC-SAG.

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

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

18.1.11 If the Games are cancelled.

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

18.2 Cessation of Rights and Obligations

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

18.3 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 18.1 hereof, the bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the bidder and equipment and materials furnished by the “OC-SAG”, the bidder shall proceed as provided, respectively, by Clauses GC 25 or GC 26 hereof.

18.4 Payment upon Termination

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

18.4.2 If the Contract is terminated pursuant to Clause 18.1.8, 18.1.10 , 18.1.11, 18.1.9 remuneration pursuant to Clause GC 37 hereof for Services satisfactorily performed prior to the effective date of termination;

18.4.3 If the agreement is terminated pursuant of Clause 18.1.1 to 18.1.7, the bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the “OC-SAG” may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to OC-SAG. Under such circumstances, upon termination, OC-SAG may also impose liquidated damages as per the provisions of GC 44 of this agreement. The bidder will be required to pay any such liquidated damages to client within 30 days of termination date. The claim of liquidated damages shall not prejudice other rights of OC-SAG, , which it may have against the successful Agency.

18.5 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 18.1.1 through 18.1.7 of Clause GC 18.1 hereof has occurred, such Party may, within five (5) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 40 and 41

hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

C. Obligations of the bidder

19. General

19.1 Standard of Performance

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

20. Conflict of interests

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

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

(i) The payment of the bidder pursuant to Section (F) hereof shall constitute the bidder’s only payment in connection with this Contract and, subject to Clause GC 20.1.2 hereof, the bidder shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the bidder shall use its best efforts to ensure that any Sub- Contractors, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

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

20.1.2 Bidder and affiliates not to engage in certain activities

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

20.1.3 Prohibition of conflicting activities

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

21. Confidentiality

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

22. Liability of the bidder

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

23. Accounting, Inspection and Auditing

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

24. Reporting obligations

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

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

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

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

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

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

27. Insurance to be taken out by the bidder

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

D. Bidder’s Personnel

28. General

The bidder shall employ and provide such qualified and experienced Personnel as are required to carry out the Services as per the mutually agreed norms.

29. Description of Personnel

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

29.2 If required to comply with the provision of clause GC 19.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth may be made by the bidder by written notice to the "OC-SAG", provided(i)that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in clause GC37 of this contract. Any other such adjustments shall only be made with the 'OC-SAG's" written approval

29.3 If additional work is required beyond the scope of the Services specified, the estimated periods of engagement of Key Personnel set forth may be increased by agreement in writing between the "OC-SAG" and the bidder. In case where payments under this Contract exceed the ceilings set forth in Clause GC 37 of this Contract, this will be explicitly mentioned in the agreement.

30. Approval of personnel

The Key Personnel listed by title as well as by names are required to be approved by the "OC-SAG". In respect of other Personnel which the bidder proposes to use in the carrying out of the Services, the bidder shall submit to the "OC-SAG" for review and approval a copy of their Curricula Vitae (CVs). If the "OC-SAG" does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the "OC-SAG,".

31. Removal and/or replacement of personnel

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

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

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

32. Resident Project Manager

If required by OC-SAG, the bidder shall ensure that at all times during the bidder’s performance of the Services a resident project manager, acceptable to “OC-SAG”, shall take charge of the performance of such Services.

E. Obligations of the “OC-SAG”

33. Assistance and exemptions

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

33.1 Provide the bidder and Personnel with work permits and such other documents as shall be necessary to enable the bidder or Personnel to perform the Services.

33.2 Support for the Foreign Personnel/Artist to be provided promptly for all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India.

33.3 Issue to officials, agents and representatives of the Organizing Committee all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

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

34. NA

35. Payment

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

F. Payment to the bidder

36. Currency of payment

All payments shall be made in Indian Rupees.

37. Term of payment

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

G. Fairness and Good Faith

38. Good faith

The Parties under take to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

39. Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, but no interpretation of failure on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC (H) hereof.

H. Settlement of Disputes

40. Amicable Settlement

Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 72 hours after receipt. If that party fails to respond within 48 hours, or the dispute cannot be amicably settled within 5 days following the response of that party, clause GC 41 shall become applicable.

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

41. Arbitration

41.1 In the case of dispute arising upon or in relation to or in connection with the contract between OC-SAG and the bidder, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by OC-SAG and the bidder, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Chairman of the Organizing Committee. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

41.2 Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

41.3 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by OC-SAG and the bidder. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

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

42. Intellectual Property Rights

42.1 Definition:

The term "Subject Ideas or Inventions" includes any and all ideas, processes, trademarks, service marks, inventions, designs, technologies, computer hardware or software, original works of authorship, formulas, discoveries, patents, copyrights, copyrightable work products, marketing and business ideas, and all improvements, know-how, data, rights and claims related to the foregoing that, whether or not patentable, which are conceived, developed or created and which:

- (i) relate to OC-SAG's current or contemplated business or activities;
- (ii) relate to OC-SAG's actual or demonstrably anticipated research or development;
- (iii) result from any concept or idea suggested to OC-SAG by bidder;
- (iv) involve the use of OC-SAG's equipment, supplies, facilities or trade secrets;

(v) result from or are suggested by any work done by OC-SAG or at OC-SAG's request, or any projects specifically assigned to bidder; or

(vi) result from OC-SAG's access to any of OC-SAG's memoranda, notes, records, drawings, sketches, models, maps, customer lists, research results, data, formulae, specifications, inventions, processes, equipment or other materials (collectively, "OC-SAG Materials").

(a) OC-SAG Ownership- All right, title and interest in and to all Subject Ideas and Inventions, whether or not registered or registrable, patented or patentable shall be held and owned solely by OC-SAG. bidder shall mark all Subject Ideas and Inventions with OC-SAG's copyright or other proprietary notice as directed by OC-SAG and shall take all actions deemed necessary by OC-SAG, 2016 to protect OC-SAG's rights therein. In the event that bidder should otherwise, by operation of law, be deemed to retain any rights (whether moral rights or otherwise) to any Subject Ideas and Inventions, bidder hereby assigns and otherwise transfers and agrees to assign and otherwise transfer to OC-SAG, without further consideration, OC-SAG's entire right, title and interest in and to each and every such Subject Idea and Invention. OC-SAG, 2016 hereby waives any so -called "droit moral" rights, "moral rights of authors" and all other similar rights bidder may have in any Subject Ideas and Inventions, however denominated, throughout the world.

(b) No Use of Name - Bidder shall not at any time use OC-SAG, 2016's name or any OC-SAG trademark(s) or trade name(s) in any advertising or publicity without the prior written consent of OC-SAG.

43. Non-collusive bidding certification

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

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

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

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

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

44. Liquidated Damages

The Volunteer Uniform Supplier hereby agrees that due to negligence of act of the Volunteer Uniform Supplier, 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 Volunteer Uniform Supplier 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 Volunteer Uniform Supplier 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 Volunteer Uniform Supplier shall be liable for Liquidated Damages for an amount equal to double the cost of the deliverables and is also not entitled to the Volunteer Uniform Supplier charges thereon.

45. Miscellaneous provisions

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

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

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

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

45.5 The bidder shall at all times indemnify and keep indemnified OC-SAG, against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

45.6 The bidder shall at all times indemnify and keep indemnified OC-SAG, against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the bidder's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the bidder.

45.7 The bidder shall at all times indemnify and keep indemnified OC-SAG, 2016 against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the bidder's, in respect of wages, salaries, remuneration, compensation or the like.

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

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

Annexure-I
AGREEMENT FORM

THIS AGREEMENT made theday of....., 2016 Between.....
(*Name of purchaser*) of..... (*Country of Purchaser*) (hereinafter called "the Purchaser")
of the one part and (*Name of Supplier*) of..... (*City and Country of*
Supplier) (hereinafter called "the Supplier") of the other part :

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Bid Form and the Price Schedule submitted by the Bidder;
 - (b) The Schedule of Requirements;
 - (c) The Technical Specifications;
 - (d) The General Conditions of Contract;
 - (e) The Special Conditions of Contract; and
 - (f) The Purchaser's Notification of Award, etc.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter Mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and

services and to remedy defects therein in conformity to all respects with the provisions of the Contract.

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

5. Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

SL.	BRIEF	QTY	UNIT	Total
DELIVERY TERMS				
NO.	DESCRIPTION	Price	Price	
	GOODS & SERVICES SUPPLIED			

TOTAL VALUE:

DELIVERY SCHEDULE:

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

Signed, Sealed and Delivered by the
Said (For the Purchaser)
in the presence of:.....

Signed, Sealed and Delivered by the
Said (For the Supplier)
in the presence of:.....

Annexure-II
BID SECURITY FORMAT

1. In consideration of the Organising Committee – 12th South Asian Games (herein after called “OC-SAG”) having agree to exempt _____ (hereinafter called the said Contractor (s) from the demand, under the terms and conditions of an agreement dated _____ made between _____ and _____ for (herein after called “the said Agreement”), of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of a bank Guarantee for INR _____ (Rupees _____ only).

2. We _____ (here in after referred to as “the Bank”, Indicate Bank’s name) at the request of _____ contractor(s) do hereby undertake to pay to the Organising Committee - 12th South Asian Games an amount not exceeding INR _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Organizing Committee - 12th South Asian Games by reason of any breach by the said Contractor (s) of any terms or conditions contained in the said Agreement.

3. We (Indicate the name of the bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Organising Committee - 12th South Asian Games stating that the amount claimed is due by way of loan or damage caused to or would be caused to or suffered by the Govt. by reason of breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by this Guarantee shall be restricted to an amount not exceeding INR _____

4. We undertake to pay to the Organising Committee - 12th South Asian Games, any money so demanded notwithstanding any dispute or disputes raised by the Contractor (s) / Supplier (s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor (s) / Supplier (s) shall have no claim against us for making such payment.
5. We, _____ (Indicate the name of the bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Organising Committee - 12th South Asian Games certifies that the terms and conditions of the said Contractor (s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the _____, we shall be discharged from liability under this Guarantee thereafter.
6. We, _____ (Indicate the name of the bank) further agree with the Organising Committee - 12th South Asian Games, that the Organising Committee - 12th South Asian Games shall have the fullest liability without our consent and without effecting in any manner our obligations here under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Organising Committee - 12th South Asian Games against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) or for any forbearance, act or omission on the part of the Organising Committee - 12th South Asian Games or any indulgence by the Organising Committee - 12th South Asian Games to the said Contractor (s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s) / Supplier (s).
8. We, _____ (Indicate the name of the bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.
9. This Guarantee is governed by Indian law, place of jurisdiction and performance is India.

Date: the _____ day of _____ 2015
For _____

(Indicate the name of the bank)

Annexure-III

PRE-QUALIFICATION BID- BIDDER'S PROFILE

Please provide the following information/ documents:

▪ **Company / Individual Information**

- a) Name of the Bidder
- b) Address of the Bidder

▪ **Contact Person**

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

• **Minimum of 10 Work Orders/ Signed Contracts (Without Commercials) for each of the last 2 years INR**

• **Please list out the key personnel with their**

1. Name
2. Experience
3. Qualification

▪ **Please indicate equipment and machinery available to supply the apparels bid for. Documents required:**

1. List of existing equipment and machines available currently with the supplier

• **Quality control measures available with the Bidder. Documents required:**

1. Any supporting documents
2. Description of quality control processes for clients

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

Annexure IV

UNDERTAKING

TO,
The Director, Volunteer
OC-SAG, 2016, Guwahati

With reference to tender notice no _____ Dt. _____ for _____ for the 12th South Asian Games, 2016 as appeared in the daily newspaper _____ Dt. _____ and in the website _____ I Shri _____ son of _____ of _____ in the capacity as _____ in the organization _____ do hereby undertake to declare as a bidder that in the event of my bid getting accepted by the OC-SAG 2016, I shall abide by all the terms and condition attached with the RFP/Tender documents and also the special conditions attached there to if any for the purpose of efficient and satisfactory completion of works as detailed in the scope of work in the RFP/Tender.

I further undertake to declare that in the event of failure to execute the contracted obligation under the contract agreement which will be signed in due course of time, I shall stand responsible to make good any loss or damages that may occur to OC-SAG 2016 due to failure on my part as a contractor. In testimony of the above noted declaration, I do hereby put my signature and seal here under to indemnify myself for this undertaking.

Signature

DATE : _____
PLACE : _____

Name in full _____
Designation _____

ANNEXURE – V

PRE-QUALIFICATION BID- ELIGIBILITY CRITERIA

For providing details of client organizations of the Bidder

To,

Dear Sir,

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

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

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

Thanking You

(Signature and Seal of the Bidder)

** The OC-SAG reserves the right to contact the person mentioned to verify the details of the information provided by the Bidder.

ANNEXURE – VI

TECHNICAL BID- PAST EXPERIENCE

Bidder should provide the details during the showcase of past products/ prototypes of products of similar quality to the specifications mentioned in Clause 8.5.5 in case previously not supplied in the past in the following format:

Sl.No	Goods Supplied/prototypes of products of similar quality in case previously not supplied	Goods Previously Supplied (Yes/No)	Name of the Organization (In case of goods previously supplied)
1	1 Track Suit		
2	1 T Shirt		
3	1 Pair of Shoes		
4	1 Cap		
5	1 Socks		
6	1 Waist bag		

**A Certificate from a Government lab on the composition of cloth should be certified. The sample duly stamped should also be submitted with the bid.

ANNEXURE – VII

Commercial Bid

Price Sheet for Commercial Quote

Sl.No	Item	Unit	Qty.	Total Units	Unit Price	Total Price
1	Track Suit (Pair)	1	4000	4000		
2	T-shirt	2	4000	8000		
3	Sports Shoes	1	4000	4000		
4	Waist bag	1	4000	4000		
5	Cap	1	4000	4000		
6	Socks (Pair)	1	4000	4000		