

**“REQUEST FOR PROPOSAL”  
(RFP)**

**FOR**

**‘SPORTS PRESENTATION’**

**FOR THE 12<sup>TH</sup> SOUTH ASIAN GAMES**

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

Date of Issue: 13/11/2015

Last Date of Submission of Quotation 04/12/2015

RFP No: OC-SAG/RFP/SPT/002

## Contents

Index	Page No.
1. South Asian Games	03
2. 12 <sup>th</sup> South Asian Games	03
3. Summary of the Bid	04
4. Instructions to Bidders	05
5. Purchase and Download of Tender Forms	05
6. Eligibility Criteria	06
7. Scope of Works	06
8. Cost of Bid	08
9. EMD	09
10. Bid Schedule	09
11. Pre-Bid Conference	11
12. Response to Bidder's Queries	11
13. Submission of Proposal	12
14. Rejection Criteria	14
15. Correction of Error	15
16. Price & Price Information	15
17. Confidentiality of RFP Documents	16
18. Bidding Format	16
19. Document to be Submitted with the Bid	17
20. Evaluation of Bids	18
21. Declaration of Successful Bidder	20
22. Right to vary scope of work	20
23. Right to accept any Bid and to Reject any or all bids	20
24. Notification of Award	20
25. Signing of Contract	21
26. Failure to agree with the terms & conditions of the RFP	21
27. Revelation of Commercials	21
28. Performance Security	21
29. Award of Contract	22
30. Terms of Payment	22
31. Terms & Conditions	23
32. Conflict of Interest	25
33. Governing Law	25
34. No Rights Granted	25
35. Local Conditions	26
36. Cancellation of Games	27
37. General Condition	28
38. Annexure-A	47
39. Annexure-B	48
40. Annexure-C	51
41. Annexure-D	55
42. Annexure-E	56
43. Annexure-F	57
44. Annexure-G	58
45. Annexure-H	60
46. Annexure-I	61
47. Annexure-J	63

## 1. The South Asian Games

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

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

## 2. The 12<sup>th</sup> South Asian Games

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

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

### Sports

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

#### Guwahati, Assam

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

#### Shillong, Meghalaya

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

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

This Request for Proposal is issued by the Organising committee South Asian Games (OC-SAG) to obtain Bids for the appointment of Sport Presentation Agency required to conceptualize, plan, organize, execute and manage the Sport Presentation and Medal Ceremonies for all sport.

The South Asian Games is responsible for the overall delivery of the South Asian Games. It will coordinate the Games with the support of all the attendant government agencies. All proposals should be made to accommodate this model. The Sport FA Head is the issuing authority for the Work Order as related to this RFP.

In the 12<sup>th</sup> South Asian Games there will be approximately 4500 athletes , 1400 technical officials, 4000 volunteers, 23 sports events, International media of South Asian Countries. Sports presentation is one of the most important aspects of any games, which are seen not only by the spectators at the competition venue but also millions of T.V viewers around the globe. This includes the occasion where the medal winners will be presented with medals in recognition of their achievements and their countries will be honoured by raising their National flags and playing the National Anthem of the gold medal winner(s).

OC-SAG has to contract a national/international agency or individual experts to design and deliver ‘Sport Presentation and Medal Ceremonies’.

The Sport Presentation Agency is to create a sense of theatre to the presentation of each sport that captures the soul of the individual sports through the timing and selection of music, announcements, video, scoreboards, lighting and entertainment while respecting their traditions and values. The agency will aim to create an environment for sports, which will enhance the event for spectators, staff and athletes by show casing it at its optimum level.

The Sports Presentation Agency is responsible for the planning and implementation of the presentation of each sport that will include the following:

- Inform, entertain and engage spectators. This can be done through announcements, music, video, scoreboards, lighting and entertainment. This needs to be done without intruding on the performance of the athletes.
- Development of a consistent creative theme to transcend all venues to ensure that the games are presented in a style that represents the image and feeling that the SAOC and SAG have determined for the games.
- Development of sport-specific plans that embrace the South Asian Games theme but are

specifically tailored to the needs of the individual sport in conjunction with the relevant International Federation & National Federation.

- Identification, recruitment and training of sport producers, announcers, medal ceremonies hostess and technical staff for all sports.
- Ensure the appropriate technology and sound equipment is procured and installed as required.
- Development of a program of content for the video boards (content and video clips from past) SOUTH ASIAN GAMES.

Planning and implementation of the victory medal ceremonies.

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

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

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

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

4.4 Bidders Tool Kit Link (detailed help documents designed for bidders) has been provided on e-Tendering website in order to guide them through different steps involved during e-Tendering such as online procedure for tender document purchase, bid preparation and bid submission. If any assistance is required regarding e-Tendering (registration/upload/download) please contact the Govt. of Assam e-Tendering **Help Desk at number: 0361-2260254, 2261964**

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

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

5.2 Tender forms will not be sold/ issued manually from the OC-SAG, South Asian Games Secretariat, Guwahati.

5.3 Only those Tender offers shall be accepted for evaluation for which non-refundable Tender Document Fee and Tender Processing Fee as mentioned in the Tender items list, in the form of Demand Draft/Bankers Cheque from Nationalized Bank drawn in favour of "Organising Committee South Asian Games" Payable at Guwahati, Assam are

deposited in the office of Organising Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040 on or before scheduled date given in this RFP.

## **6. ELIGIBILITY CRITERIA**

The agencies intending to bid for appointment as Sport Presentation Agency shall fulfill the following pre-qualification criteria:

- 6.1 The Sport Presentation Agency should be in the field of Event Management for last 5yr and should be able to handle the tasks detailed in the Scope of Work of the RFP.
- 6.2 The Sport Presentation Agency should have an average annual financial turnover of Rs.2 Crore during the last three years.
- 6.3 The Sport Presentation Agency should have sufficient manpower to handle the scope of work.
- 6.4 The Sport Presentation Agency should have valid PAN, VAT and Service Tax Registration.

## **7. SCOPE OF WORK**

### **7.1 SCOPE ELEMENTS**

The Sports Presentation Agency should conceptualize, plan, organize, execute and manage the Sport Presentation and Medal Ceremonies for all sport in the South Asian Games as per the Scope of Work listed below in Annexure-B.

### **SCOPE OF WORK FOR SPORT PRESENTATION AGENCY:**

The delivery of Sport Presentation has certain elements that are common across most sporting events. The section below elaborates some of the key components included in the scope of services of the sport presentation agency:

#### **7.1.1 Sport Presentation**

This function commences operations from the entrance gates as a means of encouraging and attracting spectators from the Front of House area into their seats and provides entertainment prior to the start of competition and concludes when the gates close. Some of the scope areas include:

1. Plan, manage and deliver an overall theme with uniform presentation standards for all sport in all competition venues.
2. Development and agreement on a Sport Presentation style that can be adapted to all sports, including creative development and technical considerations of sound, audio etc.
3. Give a sense of theatre and optimize the presentation of each sport.
4. Enhance the sense of competition and contest.
5. Coordinate the provision of Sport Presentation across all Competition Venues.
6. Provide sound system in all venues of the South Asian Games with operations and

maintenance.

Some of the key activities included with the Sport Presentation include:

1. Scripting including
  - ❖ Athlete introductions
  - ❖ Sport and competition information
  - ❖ Result announcement
2. Video, Music and Sound effects
  - ❖ Establish flavour that will permeate every venue
  - ❖ Sound effects, stings and audio cues developed and compiled for provision at each venue as will their specific usage
  - ❖ Entertainment and information
  - ❖ Video screens- direct all vision that goes to the video screen and projections on display screens or on other surfaces
  - ❖ Video programming
  - ❖ Score board animations

Please note that the technical delivery (music, announcements etc.) Of Medal Ceremonies is included in the Sport Presentation scope of work.

There will be around 226 medal ceremonies for 23 sports. Medal ceremonies will be held as soon as possible after the conclusion of events. Ideally within 15 minutes.

#### 7.1.2 Medal Ceremonies

1. Plan, coordinate and deliver the Medal Presentation ceremonies at each Competition venue.
2. Execute with style and dignity medal presentations to athletes, observing appropriate protocol in doing so.
3. Manage & Supply Medal Ceremonies requirements including flowers, victory country flags and Medal Ceremonies team uniforms.
4. Coordinate the delivery of medals and bouquets to all the venues in sufficient time and ensure that the correct flags are prepared prior to the Ceremonies.
5. Establish a standard medal ceremony presentation format and coordinate its provision across all venues for all events on the Sports Program, including creative development and technical considerations of sound, audio etc.
6. Consult OC-SAG Protocol Functional Area (FA) on medal Presenters for each event, and invite these people to participate in the Medal Ceremonies.
7. Use of National Federation approved Commentators and Announcers (Emcees) at all venues of the South Asian Games.
8. Training of Emcees and Medal Ceremonies Hostesses.
9. Approval of the OC-SAG Officials will be necessary for the Games time attire of the Medal Ceremonies Hostesses.

Sport Presentation as mentioned above is integrally linked with Medal Ceremonies and some of the key activities would also include:

- Writing of all scripts

- Writing of all run sheets
- Cueing of all medal ceremonies
- Composition and recording of the official South Asian Games Ceremonial music including fanfare, professional and recessional, ensuring appropriate tempo, duration, flexibility for differing requirements for different sports appropriate quality and style.
- Playing national anthems or songs
- Liaison with medal ceremonies, sport and host broadcaster in the choreography, setup, positioning and operation of all human and physical movements and timings related to medal ceremonies
- Venue rehearsal of all medal ceremonies
- Control of all vision to video broads from host broadcaster
- Cueing of score board screen graphics The minimum requirement of technically qualified and competent professional who will be assisting in the delivery of Sport Presentation is as given below:

<b>POSITION</b>	<b>NUMBER OF PERSONNEL REQUIRED</b>
Executive Producer	02
Project Manger	02
Presentation Manager/Coordinator	05
Medal Ceremonies Manager/Coordinator	18
Medal Ceremonies Assistants	18
Medal Ceremonies Hostesses	06 on each venue/ceremony
Announcers/Commentators	04 on each venue
Broadcast Expert	06
Local Staff	08 on each ceremony/venue

## **8. COST OF BID**

- 8.1.** The Tender Document Fee of INR 10,000/-(non-refundable) and a non-refundable Tender Processing Fee of INR 5000/-is to be submitted. The bidder shall submit separate Demand Drafts/Bankers cheque from any nationalized bank payable in favour of OC- SAG for the amounts of the Tender Document Fee and Tender Processing Fee in favour of “OC-SAG, Guwahati”.
- 8.2.** The Bid Security which may also be deposited in the form of demand draft/bankers cheque from nationalized bank towards Earnest Money Deposit (EMD), Cost of Tender Document and the Tender processing fee respectively shall be placed in a single Envelope#1superscripted as ‘Earnest Money, Cost of Tender Document and Tender processing fee’ with the name of the Project and the due date of opening of the Bid mentioned and to be deposited in the office of the OC-SAG on or before the Tender submission date.

## **9. EARNEST MONEY DEPOSIT**

9.1 Bidders shall submit, along with their Bids, EMD of Rs 3,00,000/-(INR three lakhs only), in the form of a Demand Draft or Bankers cheque from any nationalized bank in favour of the Organising Committee, South Asian Games 2016. Bid security in any other form will not be accepted.

9.2 The bid securities of all unsuccessful bidders will be refunded by the, Organising Committee, South Asian Games 2016 after the award of contract. The bid security, for the amount mentioned above, of successful bidder will be returned upon submission of Performance Guarantee and signing of contract agreement.

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

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

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

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

## **10. BID SCHEDULE**

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

<b>Sr. No</b>	<b>INFORMATION</b>	<b>DETAILS</b>
---------------	--------------------	----------------

1	Non- Refundable Tender Cost and Tender Processing Fee	INR 10000/-and INR 5000/-
2	Publishing of RFP through e-tender	13/11/2015,1800hrs
3	Earnest Money Deposit 3% of the total value of the contract (EMD)	INR 3,00,000/-(INR three lakhs only)
4	Last date for submission of written queries for clarifications.	16/11/2015,1500hrs nityanand.ocsag@gmail.com
5	Release of response to clarifications (by email only)	23/11/2015,1500hrs
6	Date of Pre-Bid conference	21/11/2015 at 1100hrs at <b>Hockey Stadium,Bhetapara,Guwahati-781040</b>
7	Last date (deadline) for receipt of proposals in response to RFP notice (online only)	Date and Time: 04/12/2015,1100hrs
8	Place, Time and Date of opening of Pre Bid proposals received in response to the RFP notice	Date 04/12/2015,Time:1500hrs and Venue <b>Office of Organising Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati-781040</b>
9	Place, Time and Date of opening of Technical proposals received in response to the RFP notice	Date 05/12/2015,Time 1500 hrs and Office of the <b>Organising Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040</b>
10	Place, Time and Date of opening of Commercial proposals received in response to the RFP notice	Shall be intimated to the technically qualified bidders at a later stage.
11	Contact Person for queries	Mr.N.N barkakoty Director Sports FA Head (Nityanand.ocsag@gmail.com)
12	Addressee and Address at which proposal in response to RFP notice is to be submitted	<b>Organising Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040</b>
13	Total Value of Estimate	INR 95,95,000/-

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

## 11. PRE-BID CONFERENCE

OC-SAG will host a Pre-Bid Conference, scheduled on 21/11/2015 at 1100hrs **Organising Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati-781040**. The representatives of the interested organizations may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed solution requirements with reference to the particular RFP. The OC-SAG shall provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project during the pre-bid conference. Only those bidders who have purchased the tender document shall be allowed for pre-bid conference.

## 12. RESPONSE TO BIDDER'S QUERIES

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

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

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

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

### **13. SUBMISSION OF PROPOSAL**

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

13.2 The Applicant is required to upload :

- Scanned copy of D.D. / Bankers Cheque drawn against the Tender cost and processing fees.
- E.M.D of Rs 3,00,000/-(INR three lakhs only) should be paid as per paragraph 9.
- Bid Eligibility Criteria documents submitted as mentioned in Paragraph 6.
- Technical Bid documents to be uploaded as mentioned in point 20.2
- Commercial Bid as per prescribed paragraph 20.3.
- Potential applicant must complete and sign the Undertaking at ANNEXURE -A.
- The Proposal should be filled by the bidder in English language only.

13.3 The bidder should quote price in Indian Rupees only.

13.4 Bidders are also required to submit one printed original hardcopy of the RFP document (duly ink signed) and one softcopy (CD) in Microsoft Word and PDF format. Bidder must ensure that the information furnished by him/her in respective electronic copy is identical to that submitted by him/her in the original paper bid documents. In case of any discrepancy observed by OC-SAG in the contents of the electronic copy and original paper bid documents, the information furnished on original paper bid documents will prevail over the softcopy.

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

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

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

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

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

13.10 The sealed envelope containing the Bids (Envelope #1, #2 ,and #3) must be received in the office of the Organising Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040\_ between 10 am to 5 pm on any working day up to 03/12/2015. Envelopes/documents received after the stated time and date will be rejected and returned unopened.

13.11 The Bids should be delivered in a plain sealed package clearly endorsed with the enclosed RFP Return Label, as follows:

“CONFIDENTIAL RFP DOCUMENTATIONS- DO NOT OPEN: RFP for Appointment of a Sports Presentation Agency for the 12TH SOUTH ASIAN GAMES”.

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

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

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

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

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

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

##### **14.1 Technical**

- Incomplete bids that do not quote for the complete Scope of Work as indicated in the bidding documents, addendum (if any) and any subsequent information given to the bidder.
- Bids providing information that is found to be incorrect/misleading at any stage/time during the Tendering process.
- Technical Bid containing commercial details.
- Bids that reveal prices in any form or by any means before opening the Commercial Bid.
- OC-SAG reserves the right to accept any bid and to annul the tender process and reject any or all the bids at any time prior to award of work, without incurring any liability towards affected applicant(s) or to inform the affected applicant(s) of the grounds of such annulment /rejection.

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

- Commercial Bids made through Tele fax/Telegraphic/Fax/E-mail.
- Bids which do not confirm unconditional validity of the bid for 90 days from date of opening of bid.
- Bids which do not conform to OC-SAG bid format.
- Bids in respect to which the bidder does not accept OC-SAG rectification of clerical/arithmetical discrepancies in the commercial bid, if any.
- Any Commercial Bid that does not comply with the conditions laid down by OC-SAG.

##### **14.3 Other**

- Bids that do not confirm to unconditional acceptance of full responsibility of executing the “Scope of Work” or the amended scope of work, as deemed appropriate by OC-SAG

of this tender.

- Bids in which the bidder seeks to influence the OC-SAG bid evaluation, bid comparison or contract award decisions.
- In view of two bid systems, OC-SAG may first open technical bids. If the same is not complete and lacking with respect to any requirement(s), the same would be rejected straightaway & without opening the commercial bid.
- By adopting the procedure above, the commercial bids of those bidders, whose technical bid(s) are found acceptable, shall be opened and processed further as per rules laid down for the same.
- Bids that are submitted late will be rejected.

## **15 CORRECTION OF ERROR**

15.1 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.

15.2 Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.

## **16 PRICES AND PRICE INFORMATION**

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

16.2 The price quoted in the Commercial Proposal shall be the only payment, payable by OC-SAG to the successful Bidder for completion of the contractual obligations by the successful Bidder under the Contract, subject to the terms of payment specified as in the

proposed commercial bid or the ones agreed between OC-SAG and the Bidder after negotiations. The price would be inclusive of all taxes, duties, charges and levies as applicable.

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

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

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

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

## **17 CONFIDENTIALITY OF RFP DOCUMENT**

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

## **18 BIDDING FORMAT**

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

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

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

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

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

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

### **19.1 PRE-QUALIFICATION (PQ) BID**

**19.1.1** Notarized copies of certificates, evidencing involvement and experience with similar Events or similar job done related to the Scope of Work as mentioned in eligibility criteria at paragraph 6. The Certificates must be signed by the Director/Convener or Higher Authority of the Organization having conducted the event.

**19.1.2** The Bidder should submit details of event management assignments handled in each of the last 3 years as given in Annexure-E.

**19.1.3** Financial statements of last 3 years as proof of eligibility criteria mentioned in Para 6

**19.1.4** Documents determining that the bidder has a fully functional office in India for at least 3 years.

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

### **19.2 TECHNICAL BID**

19.2.1 Details of engagement with national or international single sport or multi-sporting event in the past to evaluate the experience of the bidder in executing such assignments and financial strength.

19.2.2 Details of the proposed core project management team (their roles and previous relevant experience) that will be responsible for the sport presentation operations at Guwahati and Shillong Venues. As given in Annexure-G.

19.2.3 Details of the bid management plan, the delivery strategy and the theme for the 12<sup>th</sup> South Asian Games to be adopted as given in Annexure-H.

Kindly refer to Para 20.1 for evaluation of technical bid.

## 19.3 COMMERCIAL BID

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

19.3.1 The commercial proposal will be on a total cost quoted by the vendor as per the table given in the Annexure-I.

19.3.2 Evaluation will be done only on the total cost.

19.3.3 The cost indicated by the applicant should be inclusive of all taxes kindly refer to Para 20.2 for evaluation of commercial bid.

## 20 EVALUATION OF BIDS

- a. A tiered evaluation procedure will be adopted for evaluation of proposals, with the technical evaluation being completed before the commercial proposals are opened and compared.
- b. South Asian Games will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified. OC-SAG may seek inputs from their professional, external experts in the technical and commercial evaluation process.
- c. South Asian Games shall assign technical score to the bidders based on the technical evaluation criteria. The bidders with a technical score above the threshold as specified in the technical evaluation criteria shall technically qualify for the commercial evaluation stage.
- d. The commercial bids for the technically qualified bidders will then be opened and reviewed to determine whether the commercial bids are substantially responsive.
  - a. The bid will be evaluated on the basis of lowest offer received from amongst the technically qualified bidders.

### 20.1 PHASE I: TECHNICAL BID

**20.1.1** The Technical bid will be opened only after the envelope containing bid processing fee and EMD is opened and the bidder has met the requirements of the pre-qualification bid (eligibility criteria) as per the schedule stipulated by OC-SAG.

**20.1.2** 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 35 marks will be the minimum qualifying marks .

**20.1.3** A detailed analysis of the Technical Bid will be subsequently carried out by OC-SAG, in the following manner:

In this part, the technical bid will be analyzed and evaluated based on past experience of the bidder, competence of key personnel, adequacy of proposed approach and methodology, and understanding the requirements of the South Asian Games Organising Committee.

**20.1.4** 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 bid on the total of the marks received in under Technical bid components on the basis of evaluation matrix described below:

	<b>EVALUATION OF TECHNICAL BID</b>	<b>WEIGHTAGE (MARKS)</b>	<b>MINIMUM QUALIFICATION</b>
A	Presentation including all creative and innovative ideas proposed as per the scope of Work that is amended as Annexure-B	30 Marks	15 Marks
B	Methodology including identification and Recommendations	10 Marks	05 Marks
C	Details of Technically qualified and competent professional on roll with the Agency along with their qualifications and experience who will be assisting in the delivery of Sport Presentation. The following marks (maximum) are assigned.		15 Marks
	1. Executive Producer	05 Marks	
	2. Project Manger	04 Marks	
	3. Presentation Manager/Coordinator	03 Marks	
	4. Medal Ceremonies Manager/Coordinator	03 Marks	
	1. ADF Flag Supervisor	03 Marks	
	2. Medal Ceremonies Assistants	03 Marks	
	3. Medal Ceremonies Hostesses	03 Marks	
	4. Announcers/Commentators	03 Marks	
	5. Broadcast Expert	03 Marks	
	Kindly submit the brief resume /profile of all giving name, experience, education and expertise		
	<b>Total Score:</b>	70 Marks	35 Marks

**20.1.5** The Minimum Qualification Score required in the Technical Bid Evaluation to be eligible for the Commercial Bid Evaluation Is 35 Marks of the total 70 Marks

Each bid component will have Minimum Qualification Score as mentioned above. Bids receiving marks greater than or equal to the Minimum Qualification Score in the Technical Bid will be eligible for the opening of the Commercial Bid. If required, the OC-SAG may

seek specific clarifications from any or all bidder(s) at this stage. The OC-SAG shall determine the bidders (s) that qualify for the next phase after reviewing the clarifications provided by the bidder

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

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

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

## **21 DECLARATION OF SUCCESSFUL BIDDER**

- 21.1** The Bid of the bidder, who has been declared “Best Bid (L1)” will be awarded the work if the Commercial Bid of the bidder is found to be the lowest in place as per the RFP requirement and overall Bid of the bidder is determined to be qualified to perform the work satisfactorily.
- 21.2** OC-SAG holds the right to vary ‘Scope of Work ’at the time of or after the award of the contract:

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

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

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

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

## **24 NOTIFICATION OF AWARD**

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

- 24.2 Upon the successful Bidder's furnishing of performance security (10 % of the contractual amount in shape of Bank Guarantee (irrevocable) valid for 180 days from closing of Games, OC-SAG will promptly notify the name of the winning bidder to each unsuccessful Bidder and will discharge their Bid Security.
- 24.3 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to OC-SAG. OC-SAG will promptly respond in writing to the unsuccessful Bidder.

## **25 SIGNING OF CONTRACT**

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

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

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

## **27 REVELATION OF COMMERCIALS**

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

## **28 PERFORMANCE SECURITY**

- 28.1 To ensure due performance of the Contract, Performance Security is to be obtained from the bidder, which has been selected. Performance Security is required to be in accordance with Annexure C.
- 28.2 Bidder, to whom the letter of Intent is issued, shall have to furnish a "Performance Security" of 10% of the accepted value of the contract in the form of Bank Guarantee (irrevocable) from any Nationalized Bank in an acceptable form to be submitted within 15 days of the receipt of the Letter of Acceptance.
- 28.3 The Performance Security should be furnished in the form of a Bank Guarantee from a Nationalized Bank. in an acceptable form within 15 days of issue of letter of Acceptance failing which the penalty of Rs.5000/- per day of the contracted amount will be charged from the applicant safeguarding the interest of OC-SAG in all respect. The validity of the "Performance Security" would be valid up to the period of 180 days post- closing of the games or 30 days after submission of all documentation and reports (whichever applies first) and may be extended by a further period, as deemed appropriate by OC-SAG.

- 28.4** All incidental charges whatsoever such as premium, commission etc. with respect to the Performance security shall be borne by the Bidder
- 28.5** Failure to comply with the requirements of Scope of Work specified in this RFP, as per the judgment of OC-SAG, , shall constitute sufficient grounds for the forfeiture of the Performance Security. .
- 28.6** The “Performance Security” shall be released after completion of the contract in all respects and provided further that there is no breach of the contract on the part of the bidder..
- 28.7** No interest or cost will be paid on the Performance Security by OC-SAG.

## **29. AWARD OF CONTRACT**

### **29.1 Award Criteria**

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

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

OC-SAG reserves the right at the time of contract award to increase or decrease by up to 15% of the quantity of goods and services originally specified in the scope of work without any change in unit price or other terms and conditions

## **30. TERMS OF PAYMENT**

- 30.1** The Bidder shall quote a price for all the components of the solution to meet the requirements of this RFP. All the prices will be in Indian Rupees.
- 30.2** No adjustment of the price quoted in the Commercial Proposal shall be made on account of any variations in costs of labour and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the contract
- 30.3** The price quoted in the Commercial Proposal shall be the only payment, payable by OC-SAG to the successful Bidder for completion of the contractual obligations by the successful Bidder under the Contract, subject to the terms of payment specified as in the proposed 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.
- 30.4** The prices, once offered, must remain fixed and must not be subject to escalation for any reason what so ever with in the period of the validity of the proposal and the contract. A proposal submitted with an adjustable price quotation or conditional proposal may be

rejected as non-responsive.

30.5 Bidder should provide all prices, quantities as per the prescribed format given in Format for Bid Response–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.

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

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

### **31. TERMS AND CONDITIONS**

- a. All the information/details to be supported by authentic documents duly certified by the authorized signatory.
- b. OC-SAG reserves the right to re-call or cancel the process of appointment of bidder under this RFP at any time and to invite fresh bids in respect of the mandate herein proposed;
- c. OC-SAG reserves the right to extend the time for submission of bids at its sole discretion at any time prior to the Due Date;
- d. Save as expressly authorized by OC-SAG in writing the service provider shall not without OC-SAG’s prior express approval incur any liabilities on behalf of OC-SAG nor pledge the credit of OC-SAG nor make any representations nor give any warranty on behalf of OC-SAG;
- e. The mere submission of bids in response to this RFP by a bidder, or the rejection thereof by OC-SAG in its absolute discretion, shall not itself constitute any relationship, legal or otherwise between OC-SAG and the bidder or give or be deemed to give rise to any cause or grievance to the bidder against OC-SAG and further shall not for any reason and in any manner confer on the bidder any right or entitlement to raise any disputes regarding any term or condition contained herein nor in respect of any act or omission or decision taken by OC-SAG;
- f. In the event of any misstatement or misrepresentation being discovered or detected in the information furnished/ documents submitted by the bidder in response to this advertisement/RFP or at any later stage or in the event any contravention by the bidder of the conditions and criteria stipulated by OC-SAG, the appointment/ engagement of the bidder shall stand terminated /cancelled and no further fee shall be payable or be paid 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.

- g. The bidder must strictly comply with all terms and conditions herein.
- h. OC-SAG reserves the right to call upon any or all bidders to satisfy OC-SAG regarding the correctness and genuineness of any Document submitted or information furnished by the bidder or may call for any additional Documents/ information from the bidders to verify the information provided by the bidder or may further seek any clarification or elaboration from the bidder at any time prior to the finalizing the Bid; however, this shall not be construed to confer any kind of right or entitlement to the bidder to submit any additional Document/ Information after the submission of its Bid. Further, OC-SAG may call upon any or all the Applicant bidder/s to make a presentation to OC-SAG in respect of its capabilities represented by the bidder at any time prior to the finalization of the Bid; any bidder who refuses to or otherwise neglects to make such presentation to OC-SAG shall not be considered for any further evaluation and shall stand disqualified;
- i. OC-SAG is not bound to accept the 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;
- j. Any and all information contained in the Bid document has been furnished by OC-SAG in good faith and with the sole objective to assist the bidder to assess and respond to the RFP invited by the Bid Document. The Bid Document does not constitute an offer or solicitation; while reasonable effort has been made to provide such information which is necessary for the bidder to evaluate the essential scope of the engagement and opportunity under the Bid Document, however, the information contained in the Bid Document is only indicative and is not intended to exhaustively cover every element of the proposed opportunity. OC-SAG does not warrant the accuracy or completeness of the information contained in the Bid document.
- k. The bidder shall maintain and provide at its own expense and to the reasonable satisfaction of OC-SAG such offices and other premises administration facilities and marketing organization as may be necessary for the efficient and effective performance of its obligations under this Agreement.
- l. While due care has been taken by OC-SAG to provide information as is reasonably necessary for the bidder to evaluate the opportunity

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

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

### **32. CONFLICT OF INTEREST**

The bidder shall not have financial interest in any vendor which is in conflict with the interest of OC-SAG, directly or indirectly. In case there is any other conflict of interest then the bidder has to withdraw from the matter assigned with prior approval of OC-SAG,

### **33. GOVERNING LAW**

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

### **34. NO RIGHTS GRANTED**

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

incorporating or derived from any Confidential Information of OC-SAG.

### **35. LOCAL CONDITIONS**

35.1 It will be incumbent upon each Bidder to fully acquaint himself with the local conditions and factors, which would have any effect on the performance of the contract and/or the cost.

35.2 It will be imperative for each Bidder to fully inform himself/herself of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents. OC-SAG shall not entertain any request for clarification from the Bidder regarding such legal conditions.

35.3 It is the responsibility of the Bidder that all factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by OC -SAG and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by OC-SAG on account of failure of the Bidder to apprise themselves of local laws/conditions.

## 36 CANCELLATION OF GAMES

36.1 If the Games are not held for any reason:

- a) **This Agreement with terminate with effect from the state on which OC-SAG officially announces that the Games will not be held or will not continue.**
- b) Each party will be relieved of its obligations under this Agreement ; and
- c) Save as expressly stated in this Agreement, OC-SAG will not be liable in any way to the ‘SPORTS PRESENTATION PROVIDER’ by reason of the termination or cancellation.

36.2 From the effective date of termination of this Agreement under clause 30.1 , the ‘SPORTS PRESENTATION PROVIDER’ shall , unless OC-SAG requires otherwise.

36.3 The following facilities will be extended to the service provider

- a). The Sports Presentation can use phrase Sports presentation provider of OC-SAG’ in their stationery.
- b). Permission to the sports presentation provider to use the photographs of the work done for the Ceremonies only after the games
- c).Performance certificate will be issued to the sports presentation provider after satisfactory completion of works as per the contract.

The Sports Presentation Agency is responsible for the planning and implementation of the presentation of each sport that will include the following

- Inform, entertain and engage spectators. This can be done through announcements, music, video, scoreboards, lighting and entertainment. This needs to be done without intruding on the performance of the athletes.
- Development of a consistent creative theme to transcend all venues to ensure that the games are presented in a style that represents the image and feeling that the SAOC and SAG have determined for the games.
- Development of sport-specific plans that embrace the South Asian Games theme but are specifically tailored to the needs of the individual sport in conjunction with the relevant International Federation & National Federation.
- Identification, recruitment and training of sport producers, announcers, medal ceremonies hostess and technical staff for all sports.
- Ensure the appropriate technology and sound equipment is procured and installed as required.

- Development of a program of content for the video boards (content and video clips from past) SOUTH ASIAN GAMES.  
Planning and implementation of the victory medal ceremonies.

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

#### **A. General Provisions**

##### **Definitions**

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

- 1.1 “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.
- 1.2 “Applicant or bidder” means a party that submits, or intends to submit, a Bid;
- 1.3 “Bid” means a Bid submitted in response to this RFP;
- 1.4 “bidder” means any private or public entity that will provide the Services to the “OC-SAG” under the Contract.
- 1.5 ‘Business day’ means any day on which OC-SAG is open for business in Guwahati , not being a Saturday or Sunday.
- 1.6 “Ceremonies Team” means the key personnel as required by the Applicant to deliver the Services
- 1.7 “Contract” means the Contract/ Agreement including this agreement and all the schedule, annexures and attachments to it and any amendment made to it accordance with the terms of the Agreement.
- 1.8 “Confidential Information” means the terms and conditions of this Agreement and all other documents , information, know-how and data, in any form and in any media relating to or concerning OC-SAG or connected with the staging of the Games in any media which is marked ‘Confidential’ or would reasonably be regarded as confidential , including but not limited to:
  - (a) strategies, projects, policies and business plans;
  - (b) financial information;
  - (c) marketing and advertising concepts, plans and materials;
  - (d) advice; and

(e) drawings, specifications, software, designs, models, plans, trademarks and logos.

1.9 “Day” means calendar day.

1.10 “Desirable” means a requirement having a significant degree of importance to the objective of the RFP

1.11 “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 11.

1.12 “Events” means all competitions , presentations, ceremonies and other events included in the Games including:

(a) the opening and closing ceremonies.

(b) all the preliminary rounds , qualifying rounds, heats , semi-finals and finals of all competition (including demonstration sports, if any) held as part of the Games; and

(c) all medal presentations.

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

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

1.15 “GC” mean these General Conditions of Contract.

1.16 “Government” means the Government of Assam

1.17 “Member” means any of the entities that make up the joint venture/ consortium/ Association; and “Members” means all these entities.

1.18 “Party” means “OC-SAG” or the bidder, as the case may be, and “Parties” means both of them.

1.19 “Services” means the work to be performed by the bidder pursuant to this Contract outlined in the scope of work.

1.20 “Third Party” means any person or entity other than the “OC-SAG”, or the bidder.

1.21 “In writing” means communicated in written form with proof of receipt.

1.22 “Intellectual Property Rights” means all intellectual and industrial property rights throughout the world in any media now in existence or developed in the future including without limitation , rights in the nature of any patent, trademark or service mark, copyright, visual image right, performance, recording or broadcast right, design, business name or trade secret or confidential information whether or not registered whether created by legislation or common law.

- 1.23 “OC-SAG” means the Organising Committee- 12th South Asian Games
- 1.24 “Scope of Work” means the scope of work required to be carried out by the successful Applicant.
- 1.25 “Must” or “mandatory” or “should” means a requirement that must be met in order for the Bid to receive consideration;
- 1.26 “RFP” means this Request for Proposal;
- 1.27 “Services” means the services required to be performed by the Event Management Firm as outlined in the scope of work.

;

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

## **2. Relationship between the parties**

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

## **3. Headings**

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

## **4. Notices**

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

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

## **5. Location**

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

## **6. Authorized representatives**

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

## **7. Taxes and duties**

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

## **8. N.A**

## **9 Fraud and corruption**

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

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

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

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

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

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

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

10.1 The OC-SAG may terminate the contract if it determines at any time that representatives of the bidders were engaged in corrupt, fraudulent,

collusive or coercive practices during the selection process or the execution of that contract.

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

## **B. Commencement, Completion, Modification and termination of Contract**

### **11. Effectiveness of contract**

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

### **12. Commencement of services**

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

### **13. Expiration of contract**

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

### **14. Entire Agreement**

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

### **15. Modification or Variations**

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

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

### **16. Force Majeure**

#### **16.1 Definition**

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

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

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

## **16.2 Measures to be taken**

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

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

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

16.2.4 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Event Management Firm, upon instructions by “OC-SAG,” shall either: demobilize; or continue with the Services to the extent possible, in which case

the Event Management Firm shall continue to be paid proportionately and on pro rata basis, under the terms of the Contract

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

## **17. Suspensions**

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

## **18. Terminations**

### **18.1 By the “OC-SAG”**

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

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

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

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

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

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

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

18.1.8 If the Event Management Firm places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to OC-SAG.

18.1.9 If a crime is committed by the Event Management Firm's Personnel which OC-SAG reasonable considers may have the potential to adversely affect the OC-SAG's reputation.

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

18.1.11 If the Games are cancelled.

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

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

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

## **18.3 Cessation of Services**

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

## **18.4 Payment upon Termination**

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

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

18.4.3 If the agreement is terminated pursuant of Clause 18.1.1 to 18.1.7, the bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the “OC-SAG” may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to OC-SAG. Under such circumstances, upon termination, OC-SAG may also impose liquidated damages as per the provisions of GC 45 of this agreement. The bidder will be required to pay any such liquidated damages to client within 30 days of termination date. The claim of liquidated damages shall not prejudice other rights of OC-SAG, , which it may have against the successful Agency.

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

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

## **C. Obligations of the bidder**

### **19. General**

#### **19.1 Standard of Performance**

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

### **20. Conflict of interests**

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

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

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

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

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

#### **20.1.2 Bidder and affiliates not to engage in certain activities**

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

#### **20.1.3 Prohibition of conflicting activities**

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

### **21. Confidentiality**

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

### **22. Liability of the bidder**

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

### **23. Accounting, Inspection and Auditing**

The bidder (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles

and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the “OC-SAG” or its designated representative and/or OC-SAG, and up to two years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the “OC-SAG”.

#### **24. Reporting obligations**

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

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

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

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

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

**26.1 Equipment and Materials provided by the bidders:** Equipment or materials brought into the Government’s country by the bidder and the Personnel and used either

for the Project or personal use shall remain the property of the bidder or the Personnel concerned, as applicable.

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

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

**D. Bidder’s Personnel**

**28. General**

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

**29. Description of Personnel**

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

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

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

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

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

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

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

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

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

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

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

### **E. Obligations of the “OC-SAG”**

#### **33. Assistance and exemptions**

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

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

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

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

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

**34. NA**

**35. Payment**

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

**F. Payment to the bidder**

**36. Currency of payment**

All payments shall be made in Indian Rupees.

**37. Term of payment**

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

**G. Fairness and Good Faith**

**38. Good faith**

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

**39. Operation of the Contract**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, but no interpretation of failure on any

action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC (H) hereof.

## **H. Settlement of Disputes**

### **40. Amicable Settlement**

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

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

### **41. Arbitration**

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

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

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

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

## **42. Intellectual Property Rights**

### **42.1 Definition:**

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

- (i) relate to OC-SAG's current or contemplated business or activities;
  - (ii) relate to OC-SAG's actual or demonstrably anticipated research or development;
  - (iii) result from any concept or idea suggested to OC-SAG by bidder;
  - (iv) involve the use of OC-SAG's equipment, supplies, facilities or trade secrets;
  - (v) result from or are suggested by any work done by OC-SAG or at OC-SAG's request, or any projects specifically assigned to bidder; or
  - (vi) result from OC-SAG's access to any of OC-SAG's memoranda, notes, records, drawings, sketches, models, maps, customer lists, research results, data, formulae, specifications, inventions, processes, equipment or other materials (collectively, "OC-SAG Materials").
- (a) OC-SAG Ownership- All right, title and interest in and to all Subject Ideas and Inventions, whether or not registered or registrable, patented or patentable shall be held and owned solely by OC-SAG. bidder shall mark all Subject Ideas and Inventions with OC-SAG's copyright or other proprietary notice as directed by OC-SAG and shall take all actions deemed necessary by OC-SAG, 2016 to protect OC-SAG's rights therein. In the event that bidder should otherwise, by operation of law, be deemed to retain any rights (whether moral rights or otherwise) to any Subject Ideas and Inventions, bidder hereby assigns and otherwise transfers and agrees to assign and otherwise transfer to OC-SAG, without further consideration, OC-SAG's entire right, title and interest in and to each and every such Subject Idea and Invention. OC-SAG, 2016 hereby waives any so-called "droit moral" rights, "moral rights of authors" and all other similar rights bidder may have in any Subject Ideas and Inventions, however denominated, throughout the world.

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

**43. Non-collusive bidding certification**

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

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

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

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

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

**44. Liquidated Damages**

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

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

The liquidated damages shall be applicable under following circumstances:

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

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

#### **45. Miscellaneous provisions**

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

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

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

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

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

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

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

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

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

**ANNEXURE-A**

**UNDERTAKING**

To: The South Asian Games Organizing Committee,

I/WE

\_\_\_\_\_

Of (insert business address)

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

This RFP shall remain valid to be accepted by OC-SAG, and shall not be withdrawn for a period of 90 days from

I/We understand that OC-SAG, reserves the right to accept/reject any application and the selection is at their sole discretion.

Authorized Signature

Name In full

Organization Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## ANNEXURE-B

### DETAILED SCOPE OF WORK

The delivery of Sport Presentation has certain elements that are common across most sporting events. The section below elaborates some of the key components included in the scope of services of the sport presentation agency:

#### 1.1.1 Sport Presentation

This function commences operations from the entrance gates as a means of encouraging and attracting spectators from the Front of House area into their seats and provides entertainment prior to the start of competition and concludes when the gates close. Some of the scope areas include:

1. Plan, manage and deliver an overall theme with uniform presentation standards for all sport in all competition venues.
2. Development and agreement on a Sport Presentation style that can be adapted to all sports, including creative development and technical considerations of sound, audio etc.
3. Give a sense of theatre and optimize the presentation of each sport.
4. Enhance the sense of competition and contest.
5. Coordinate the provision of Sport Presentation across all Competition Venues.
6. Provide sound system in all venues of the South Asian Games with operations and maintenance.

Some of the key activities included with the Sport Presentation include:

1. Scripting including
  - ❖ Athlete introductions
  - ❖ Sport and competition information
  - ❖ Result announcement
2. Video, Music and Sound effects
  - ❖ Establish flavour that will permeate every venue
  - ❖ Sound effects, stings and audio cues developed and compiled for provision at each venue as will their specific usage
  - ❖ Entertainment and information
  - ❖ Video screens- direct all vision that goes to the video screen and projections on display screens or on other surfaces
  - ❖ Video programming
  - ❖ Score board animations

Please note that the technical delivery (music, announcements etc.) of Medal Ceremonies is included in the Sport Presentation scope of work.

There will be around 450 medal ceremonies for 23 sports. Medal ceremonies will be held as soon as possible after the conclusion of events. Ideally within 15 minutes.

#### 1.1.2 Medal Ceremonies

1. Plan, coordinate and deliver the Medal Presentation ceremonies at each Competition venue.
2. Execute with style and dignity medal presentations to athletes, observing appropriate protocol in doing so.
3. Manage Medal Ceremonies requirements including flowers, victory country flags and Medal Ceremonies team uniforms.
4. Coordinate the delivery of medals and bouquets to all the venues insufficient time and ensure that the correct flags are prepared prior to the Ceremonies.
5. Establish a standard medal ceremony presentation format and coordinate its provision across all venues for all events on the Sports Program, including creative development and technical considerations of sound, audio etc.
6. Consult OC-SAG Protocol Functional Area (FA) on medal Presenters for each event, and invite these people to participate in the Medal Ceremonies.
7. Use of National Federation approved Commentators and Announcers (Emcees) a tall venue of the South Asian Games.
8. Training of Emcees and Medal Ceremonies Hostesses.
9. Approval of the OC-SAG Officials will be necessary for the Games time attire of the Medal Ceremonies Hostesses.

Sport Presentation as mentioned above is integrally linked with Medal Ceremonies and some of the key activities would also include:

- ❖ Writing of all scripts and all run sheets.
- ❖ Cueing of all medal ceremonies.
- ❖ Composition and recording of the official South Asian Games Ceremonial music including fanfare, professional and recessional, ensuring appropriate tempo, duration, flexibility for differing requirements for different sports, appropriate quality and style.
- ❖ Playing national anthems or songs.
- ❖ Liaison with medal ceremonies, sport and host broadcaster in the choreography, setup, positioning and operation of all human and physical movements and timings related to medal ceremonies.
- ❖ Venue rehearsal of all medal ceremonies.
- ❖ Control of all vision to video broads from host broadcaster.
- ❖ Cueing of scoreboard screen graphics.

The minimum requirement of technically qualified and competent professional who will be assisting in the delivery of Sport Presentation is as given below:

<b>POSITION</b>	<b>NUMBER OF PERSONNEL REQUIRED</b>
Executive Producer	02
Project Manger	02
Presentation Manager/Coordinator	05
Medal Ceremonies Manager/Coordinator	18
Medal Ceremonies Assistants	18
Medal Ceremonies Hostesses	06 on each ceremony

Announcers/Commentators	04 on each venue
Broadcast Expert	06
Local Staff	08 on each ceremony

## ANNEXURE - C

### PERFORMANCE SECURITY FORMAT (EMD Form)

1. In consideration of the South Asian Games Organising Committee, 2016 (herein after called “OC-SAG, 2016”) having agree to exempt \_\_\_\_\_ (herein after 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 Rs. \_\_\_\_\_ (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 South Asian Games Organising Committee, 2016 an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the South Asian Games Organising Committee, 2016 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 South Asian Games Organising Committee, 2016 stating that the amount claimed is due by way of loan or damage caused to or would be caused to or suffered by the Government 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 Rs. \_\_\_\_\_.
4. We undertake to pay to the South Asian Games Organising Committee, 2016, 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 South Asian Games Organising Committee, 2016 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 South Asian Games Organising Committee, 2016, that the South Asian Games Organising Committee, 2016 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 South Asian Games Organising Committee, 2016 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 South Asian Games Organising Committee, 2016 or any indulgence by the South Asian Games Organising Committee, 2016 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 conduct 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 \_\_\_\_\_ 2013  
For \_\_\_\_\_

(Indicate the name of the bank)

**PERFORMANCE SECURITY FORM**

To: (Name of Purchaser)

WHEREAS

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

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

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

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

This guarantee is valid until the ..... day of..... 20.....

Signature and Seal of Guarantors

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

Date..... 20....

Address: .....

.....  
.....

**BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

To:

\_\_\_\_\_ (name of Purchaser)  
\_\_\_\_\_ (address of Purchaser)  
\_\_\_\_\_ (name of Contract)

Gentlemen:

In accordance with the provisions of Clause 36 of item 23 i.e. the General Conditions of Contract \_\_\_\_\_ (name and address of Supplier) (hereinafter called "the supplier" ) shall deposit with \_\_\_\_\_ (name of Purchaser) a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of (amount of guarantee)\* \_\_\_\_\_ (in words).

We, the \_\_\_\_\_ (bank or financial institution), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to (name of Purchaser) on his first demand without whatsoever right of objection on our part and without his first claim to the Supplier, in the amount not exceeding \_\_\_\_\_ (amount of guarantee)\* \_\_\_\_\_ (in words).

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between \_\_\_\_\_ (name of Purchaser) and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the contract until \_\_\_\_\_

Yours truly,  
Signature and seal : \_\_\_\_\_  
Name of bank/financial institution : \_\_\_\_\_  
Address: \_\_\_\_\_  
Date: \_\_\_\_\_

\* An amount is to be inserted by the bank representing the amount of the Advance Payment.

**ANNEXURE – D**  
**FORM 1: BIDDER PROFILE**

The following section provides the forms which outline the content and the format that the Bidders are required to follow in the preparation and submissions of their Bids. Further the bidder needs to ensure that all information requested is provided. Non-Compliance to these conditions could lead to disqualification of bids.

Respondents are required to provide details of the company background in the following format

<b>General Background</b>		
Sr. No	Item	Detail
1.	Corporate Information	
2.	Company Name	
3.	Company Address	
4.	Name of Contact Person	
5.	Email Id	
6.	Telephone No.	
7.	Fax No.	
8.	Roles & Responsibilities (in case of consortium)	

Attachments:

- a) Certificate of Incorporation
- b) Service Tax Registration Certificate

**ANNEXURE - E**

**FORM 2: BIDDER DETAILS**

The purpose of this section is to evaluate the experience of the bidder in executing such assignments and financial strength.

**Sr. No. 1      Experience in international multi-sport/single sport events**

**Please mention if the bidder has any experience in handling the single/multi-sport events:**

	Prime Bidder	Consortium Member 1 (if applicable)	Consortium Member 2 (if applicable)
Name of Event/ Year			
Name of Event/ Year			
Name of Event/ Year			
Name of Event/ Year			
Name of Event/ Year			

**ANNEXURE - F**

**FORM 3: PAST CREDENTIALS**

Please highlight your past credentials in undertaking similar work in the area of running Public Relations campaigns in the past relevant to this assignment. Please restrict your response to 10 (ten) credentials ONLY

Respondents are required to provide details in the following format

Credential No.	
Client Name	
Client Address	
Key Client Contact:	
Client contact available to provide reference if required	Yes / No
Scope of services provided to the client	
Value delivered to the client	
Approximate Contract value/ Billing (In INR)	
Services provided by (Name of the Firm)	

Attachments:

- a) Please provide evidence in terms of work orders/ copy of contracts to validate the scope of services / contract value / billing
- b) Bidders may provide additional material to show case their work carried out on the said credential. PLEASE NOTE THAT THE SUBMISSION MUST BE BRIEF, CONCISE AND RELEVANT. UNNECESSARY INFORMATION SHALL ATTRACT NEGATIVE MARKING.

## ANNEXURE - G

### **FORM 4: TEAM STRUCTURE AND PROFILE OF PERSONNEL**

- In this section, the bidder is required to provide details of the key personnel (ONLY who are proposed to be deployed on the Project) in the format given below
- Please also provide the details of the proposed Team structure in the form of an Organogram (CVs of all team members mentioned in the team structure must be included. The team members who will be co-located to the OC-SAG, 2016 need to be identified.)
- Please NOTE, it is critical to propose the team structure and team members who shall actually be deployed on the project. Any change of team members at a later date could result in non-compliance to service levels and thereby invite levying of penalties.

This section should have details around:

- Team Structure including a Team Leader
- Profile/CVs of personnel (ONLY of personnel who will be deployed for the stated project)
- Staffing Schedule clearly indicating on-site and off-site deployment

The staffing schedule shall clearly identify the resources, duration, phrase, for which the resources shall be deployed, time for which the resources shall be deployed, on-site /off-site deployment etc.

Sr. No.		
1.	Full Name of the Person	
2.	Proposed Roll in the Project	
3.	Whether the service would be available full time for the project	Yes/No
4.	Education Details	[Indicate college/university and other specialized education of staff member giving names of institutions, degrees obtained and dates of obtainment]
5.	Countries of work experience	[List countries where staff has worked in the last 10 years]
6.	Employment Record	[Starting with present position, list in reverse order every employment held by staff member since graduation, each employment.] From [Year]: To [Year]: Employer: Positions held:
7.	Detailed task assigned for the project	[List all tasks to be performed under this assignment / job]

8.	Work undertaken that best illustrates capability to handle	Name of Assignment/ job or project: <input type="checkbox"/> Year: <input type="checkbox"/> Location: <input type="checkbox"/> Employer: <input type="checkbox"/> Main project features: <input type="checkbox"/> Positions held:  <input type="checkbox"/> Activities performed: <input type="checkbox"/> [Among the Assignment / jobs in which the staff has been involved, indicate the information for those Assignment/ jobs that best illustrate staff capability to handle the tasks listed under point 8.]
----	--	--

## ANNEXURE – H

### FORM 5: APPROACH AND METHODOLOGY

In this section the Bidder is expected to showcase understanding of the requirements of the South Asian Games Organizing Committee, 2016 and the Bidder's proposed Approach & Methodology. The bidder is required to detail the delivery strategy to be adopted and provide details of activities and tactics it will seek to deploy to achieve this overarching strategy and the Scope of Work articulation in Section 19 of this tender.

The Bidders are suggested to present their Technical Bid divided into the following two chapters:

- a) Technical Approach & Methodology,
- b) Work Plan

## ANNEXURE – I

### FORM 6: COMMERCIAL BID FORMAT

- Bidders are required to provide an all-inclusive ‘Monthly Retainer Fee’ and ‘International Hourly Rate’ based on the Scope of Work mentioned in Section 19. Please note that there should be no disclaimers restricting any commitment to the Organizing Committee
- Bidder should provide the ‘Monthly Retainer Fee’ and ‘International Hourly Rate’ as per prescribed format under this Form. Bidder should not leave any field blank. In case the field is not applicable, bidder must indicate “0” (Zero) in all such fields
- All the prices (including taxes) for ‘Monthly Retainer Fee’ and ‘International Hourly Rate’ are to be entered in Indian Rupees ONLY (Percentage (%) values are not allowed)
- It is mandatory to provide breakup of all Taxes, Duties and Levies wherever applicable and/or payable
- The final Commercial Bid of the bidder shall be inclusive of all taxes, duties and levies including service tax, withholding tax etc.
- Purchaser shall take into account all Taxes, Duties and Levies for the purpose of evaluation

Sr.No. Details	MONTHLY Retainer Fee (including Out of	International Hourly Rate
	Pocket Expenses)	(including out of Pocket Expenses)
<b>1.</b>	Personnel	
<b>2.</b>	Script Development about Athletes/ Sport/ Results	
<b>3.</b>	Audio & Video Effects	
<b>A</b>	Amount in INR	
<b>B</b>	Taxes (including service tax, education cess etc., if any)	
<b>C</b>	Total in figure 1+2 (INR)	
<b>D</b>	Total in Words	

(INR) Payment Terms:

Validity Period of Contract: From date of signing of Contract till six months after of the same.

- All payments shall be made after adequate sign-offs on delivery of the services from CEO, OC-SAG or an authorized official of the OC-SAG and adjusting any applicable penalties for non-compliance to Service levels agreed at the time of signing of contract
- Payment will only be made on a monthly basis or closure of contract, whichever is earlier.
- The contract value/price awarded to the successful bidder will only be based on 'Monthly Retainer fee' for the scope of work as per section 19 of this tender document
- 'International Hourly Rate' will only be considered in case where the OC-SAG specifically wishes to avail additional services of Sport Presentation Agency in India.

## ANNEXURE - J

### AGREEMENT FORM

THIS AGREEMENT made the .....day of....., 20... Between

.....

(Name of purchaser) of..... (Country of Purchaser) (hereinafter called "the Purchaser")

of the one part and ..... (Name of Supplier) of ..... (City and Country of Supplier) (herein after called "the Supplier") of the other part :

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

.....

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

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

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

Sr. No	Item	Qty	Unit price	Total price	Sales and other taxes payable if contract is awarded
1	Personnel				
2	Script Development about Athletes/ Sport/ Results				
3	Audio & Video Effects				

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:.....