

**“REQUEST FOR PROPOSAL”
(RFP)**

FOR

**APPOINTMENT OF LOGISTICS SERVICE
PROVIDER FOR GUWAHATI & SHILLONG
FOR THE 12TH SOUTH ASIAN GAMES**

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

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1. THE SOUTH ASIAN GAMES

The South Asian Games are a biannual 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, OC-SAG is joined by eight members namely Afghanistan, Bangladesh, Bhutan, India, Maldives, Nepal, Pakistan & Sri Lanka.

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

2. THE 12TH SOUTH ASIAN GAMES

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

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

Sports

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

Guwahati, Assam

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

Shillong, Meghalaya

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

3. SUMMARY OF THE BID

This Request for Proposal is issued by the Organising Committee – 12th South Asian Games (OC-SAG) to obtain Bids for the appointment of Logistics Service Provider for Guwahati and Shillong competition venues **for 12th South Asian Games** to be held from 05th to 16th February 2016.

In the 12th South Asian Games there will be approximately 4500 athletes and 1500 Games Officials, 2000 volunteers for 23 sports disciplines with International media, VIP's, Dignitaries, Other Officials and suppliers.

The principle objectives in the provision of Logistics Services in the outlined venues are to plan, direct, control and deliver Logistics services for all customer groups; provide Logistics services that are consistent with customer and client expectations whilst working within agreed budgets without compromising on the quality of delivery as per the standards defined in scope of work and contribute to the overall success of 12th South Asian Games.

The selected Service Provider shall perform the services in accordance with the Operational Phases i.e., pre-event phase, pre-event day, event sessions and post games as per the standards defined in the RFP.

The Logistics Service Provider is responsible for the development and implementation of a number of service plans as defined in this RFP.

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 The 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 OC-SAG on the e-tendering website <http://assamtenders.gov.in>. The Tender document and its supporting documents have to be purchased online and downloaded from the same by filling Demand Draft details online. Subsequently, Bid has to be prepared and submitted ONLINE ONLY as per the schedule.
- 5.2 Tender forms will not be sold/ issued manually.
- 5.3 Only those Tender offers shall be accepted for evaluation for which non-refundable Tender Document Fee and Tender Processing Fee as mentioned in the Tender items list, in the form of Demand Draft/Pay Order from Nationalized Bank drawn in favour of the “Organising Committee, 12th South Asian Games” Payable at Guwahati, Assam are deposited in the office of Organising Committee, South Asian Games 2016, 2nd Floor, Assam Tea Employee PF Organisation Nidhi Bhawan, Lalmati, NH-37, Basistha, Guwahati- 781029 on or before scheduled date given in this RFP.

6. ELIGIBILITY CRITERIA

The agencies intending to bid for appointment, as Logistics Service Provider shall fulfill the following qualification criteria:

- 6.1 The principal bidder should be registered business entity (company/partnership firm/consortium) and have been operating in this field for last 3 years.
- 6.2 The bidder/ lead partner (in case of consortium) should have been in the business of Logistics function for last 3 years.
- 6.3 The Bidder/ lead partner (in case of consortium) should have at least one office in Guwahati. If the office is not available, the successful bidder will have to set up an office in Guwahati within 15 days from issue of LOI.
- 6.4 The Bidder/lead partner (in case of consortium) should have handled Logistics Services for GOI/ State Governments/ PSU's and/or Private Ltd. Cos. in at least 3 assignments. At least one single order in the previous 3 years should be for value of 50% of estimated cost of work at the venue.
- 6.5 Have Income Tax PAN, TIN, Service Tax Registration, etc.
- 6.6 The bidders must have sound financial position. Average turnover for the last 3 years (i.e. 2012-13, 2013-14, and 2014-15) and should be not less than Rs. 50 Lacs. A certificate from CA to this effect to be submitted.
- 6.7 The bidder should be able to provide a minimum strength of :
 - Unskilled Labour – 300
 - Supervisors – 60
 - Trucks 14ft (Closed Body) – 20
 - Flat Bed Trolleys – 30
 - Hydraulic Pallet Trucks (HPT) – 20

- Caged Trolleys – 20

An Undertaking for the same needs to be provided.

7. SCOPE OF WORK

The Scope of Work is detailed below:

Venues:

GUWAHATI	
Competition Venues	
1	Sarusajai Sports Complex
2	Moullana Md. Tayabullah Hockey Stadium
3	Shooting Range, Kahilipara
4	LNIPe, Tepesia, Sonapur
5	Bhogeshwari Phuknani Indoor Stadium
6	All Assam Tennis Association, Chachal
7	NH – 37
8	R G Baruah Sports Complex
Non – Competition Venues	
1	Uniform & Accreditation Centre
2	Games Headquarters

SHILLONG	
Competition Venues	
1	JLN Sports Complex Indoor Hall
2	SAI Multipurpose Hall
3	NEIGHRIHMS Indoor Stadium
4	JNS Complex Polo Ground
Non – Competition Venues	
1	Uniform & Accreditation Centre
2	Games Headquarters

Total Days of Service Required	20
Pre Event Phase (including Bump-In phase of 2 Days)	5
Event Phase	12
Bump-Out Phase	3

**** Any addition/ reduction of the days for service or addition/ reduction of location requirement will be notified to the service provider (billing on actual basis)**

The broad scope of work of Logistics Service Provider includes:

- Deliver the goods and equipment for all Functional Areas at all Competition & Non-Competition venues within Guwahati & Shillong;
- Provide Trucks with drivers at all times as per requirement during the games (as and when the requirement is given reasonably);
- Work in partnership with the South Asian Games Organising Committee with supplier support, without compromising Logistics services;
- Implement and manage the appropriate quality service standards.
- Perform the Services in accordance with the operational phases of the Games.
- Provide drivers in shifts, for the transport operations to be carried out 24 hours in a day.
- Provide Labor to deliver services as per the requirement at all times during Bump-in; Games time and Bump-out phases.
- Provide assistance to all Functional Areas for shifting of goods manually or with support of Material Handling Equipment provided by Logistics Functional Area.
- The Logistics Service Provider shall perform the Services in accordance with the operational phase. Please refer to Annexure B for details
- The Logistics Service Provider is responsible for the development and implementation of a number of service plans. Refer to Annexure B for details.
- The Logistics Service Provider must provide OC-SAG with a complete labour report from staff check in and supporting information to demonstrate how they arrived at numbers across all areas.

Bidders are required to refer to the detailed scope of work which is attached at Annexure B

Requirement for Logistics Services:



Manpower Requirement at Comp. Venues Date-wise (Guwahati)			
S. No.	Dates when labour is required	No. of Labours	No. of Supervisors
1	01-02-16	8	1
2	02-02-16	53	10
3	03-02-16	53	10
4	04-02-16	58	11
5	05-02-16	142	20
6	06-02-16	167	23
7	07-02-16	152	24
8	08-02-16	162	26
9	09-02-16	180	27
10	10-02-16	196	28
11	11-02-16	148	26
12	12-02-16	144	26
13	13-02-16	133	23
14	14-02-16	108	20
15	15-02-16	98	18
16	16-02-16	74	14
17	17-02-16	43	8


18	18-02-16	43	8
19	19-02-16	28	5
20	20-02-16	8	1
Manpower requirement at Non Comp Venue			
Uniform & Accreditation Centre	Approx. No. of Labour (Mandays)	Approx. No. of Supervisor (Mandays)	Dates of labour deployment will be given at a later stage
	20	5	
Airport	240	12	Dates will be given once the Arrival/Departure Schedule of the Teams is

Manpower Requirement Date-wise (Shillong)			
S. No.	Dates when labour is required	No. of Labours	No. of Supervisors
1	01-02-16	0	0
2	02-02-16	20	4
3	03-02-16	20	4
4	04-02-16	33	6
5	05-02-16	61	9
6	06-02-16	61	9
7	07-02-16	60	10
8	08-02-16	65	12
9	09-02-16	65	12
10	10-02-16	60	12
11	11-02-16	80	14
12	12-02-16	75	13
13	13-02-16	75	13
14	14-02-16	55	11
15	15-02-16	50	10
16	16-02-16	45	9
17	17-02-16	25	5
18	18-02-16	25	5
19	19-02-16	20	4
20	20-02-16	0	0

Requirement of Trucks at Venues			
Type of Truck	Location	No. of Days	Quantity
Trucks 14ft (Closed Body)	Guwahati	20	8
Trucks 14ft (Closed Body)	Shillong	20	4
Requirement of Trucks at the Airport/Hotels			
Trucks 14ft (Closed Body) - Guwahati Airport to City Hotels			11
Trucks 14ft (Closed Body) - Guwahati Hotels to Airport			11
Trucks 14ft (Closed Body) - Guwahati Airport to Shillong			1
Trucks 14ft (Closed Body) - Shillong to Guwahati Airport			1

MHE Requirement

Type of MHE	Sample (Indicative Images)	Location	No. of Days	Qty.
Flat Bed Trolleys (Push)		Guwahati	20	14
		Shillong		8
Hydraulic Pallet Trucks		Guwahati	20	7
		Shillong		5

<div style="text-align: center;">  Caged Trolleys </div>					
Location	Venues	No. of Trolleys	Dates Start	Dates End	No. of Days
Guwahati	Indira Gandhi Athletics Stadium, Sarusajai Sports Complex	3	6 th Feb	16 th Feb	11
	Nehru Stadium, Ulubari	3	6 th Feb	13 th Feb	8
	Nabin Ch. Bordoloi AC Indoor Stadium, Sarusajai	3	5 th Feb	16 th Feb	12
	All Assam Tennis Association Complex, Chachal, VIP Road	3	6 th Feb	11 th Feb	6
	Bhogeswari Phukanani Indoor Stadium, Dispur	2	5 th Feb	11 th Feb	7

Shillong	Jawaharlal Nehru Sports Complex - Football Ground	3	6 th Feb	16 th Feb	11
	Total	17			

8. COST OF BID

8.1 A non-refundable cost of tender document and a non-refundable Tender Processing Fee of INR 2500/- (Rupees Two Thousand Only) are to be submitted in the form of Demand Draft or Bankers cheque. These said Demand Draft/ Banker Cheque should be from a Nationalized Bank drawn in favour of “Organising Committee, 12th South Asian Games” Payable at Guwahati, Assam at the office of Organising Committee, South Asian Games 2016, 2nd Floor, Assam Tea Employee PF Organisation Nidhi Bhawan, Lalmati, NH-37, Basistha, Guwahati- 781029 on or before scheduled date given in this RFP, along with the tender papers.

8.2 As a part of the Bid, the bidder shall enclose the Demand Drafts in a separate envelope i.e. Envelope#1 and clearly marked as “**Demand Draft for Tender Document Fee and Tender Processing Fee**” and send along with the Bid document.

9. EARNEST MONEY DEPOSIT

9.1 Bidders shall submit, along with their Bids, an interest free Earnest Money Deposit (EMD) amounting to INR 1, 55, 500/- (INR Only). EMD has to be in the form of a Demand Draft or Pay order from any nationalized bank in favour of the Organising Committee, 12th South Asian Games 2016 payable at Guwahati. Bid security in any other form will not be accepted.

9.2 The bid securities of all unsuccessful bidders will be refunded by the OC-SAG after the award of contract. The bid security, for the amount mentioned above, of successful bidder will be returned upon submission of Performance Guarantee and finalization of Contract Agreement.

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

Sr. No	INFORMATION	DETAILS
1	Non- Refundable Tender Cost and Tender Processing Fee	INR 2500/-
2	Publishing of RFP through e-tender	29 th December 2015 at 1200 Hrs
3	Estimated Value of Tender	INR 77,66,136/-
4	Earnest Money Deposit (EMD)	INR 1, 55, 500/-
5	Last date for submission of written queries for clarifications.	01 st January 2016 till 1200 Hrs logistics.ocsag@gmail.com
6	Release of response to clarifications (by email only)	03 rd January 2016 at 1600 Hrs
7	Date of Pre-Bid conference	5 th January, 2016 Venue: Organising Committee, South Asian Games 2016, 2nd Floor, Assam Tea Employee PF Organisation, Nidhi Bhawan, Lalmati, NH-37, Basistha, Guwahati- 781029 at 1600 Hrs
8	Last date (deadline) for receipt of proposals in response to RFP notice	09 th January, 2016 at 1600 Hrs
9	Place, Time and Date of opening of Pre Bid proposals received in response to the RFP notice	09 th January, 2016 at 1630 Hrs at Organising Committee, South Asian Games 2016, 2nd Floor, Assam Tea Employee PF Organisation Nidhi Bhawan, Lalmati, NH-37, Basistha, Guwahati- 781029

10	Place, Time and Date of opening of Commercial proposals received in response to the RFP notice	Shall be intimated to the qualified bidders at a later stage.
11	Contact Person for queries	Harendra Kr. Dev Mahanta FA Head - Office Administration logistics.ocsag@gmail.com
12	Addressee and Address at which proposal in response to RFP notice is to be submitted	Organising Committee, South Asian Games 2016, 2nd Floor, Assam Tea Employee PF Organisation Nidhi Bhawan, Lalmati, NH-37, Basistha, Guwahati- 781029

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

10.1 PRE-BID CONFERENCE

OC-SAG will host a Pre-Bid Conference, scheduled on 05th January, 2016 at 1600 Hrs at **Organising Committee, South Asian Games 2016, 2nd Floor, Assam Tea Employee PF Organisation Nidhi Bhawan, Lalmati, NH-37, Basistha, Guwahati-781029**. 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.

10.2 RESPONSE TO BIDDER'S QUERIES

- 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
		Fax:

			Email:
			Content of RFP requiring clarification
Sl. No.	Bidding Document Reference(s) (section number/page)	Content of RFP requiring clarification	

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

10.3 SUBMISSION OF PROPOSAL

- 1) All documents are to be uploaded in PDF or scanned copies online.
- 2) The Applicant is required to upload :
 - Scanned copy of D.D. / Banker's Cheque drawn against the Tender cost and processing fees.
 - Scanned copy of E.M.D of INR 1,55,500/- (Rupees One Lakh Fifty Five Thousand Five Hundred Only) should be paid as per Clause 5
 - Bid Eligibility Criteria documents submission and purchase as mentioned in Clause 5 and 6.
 - Commercial Bid to be uploaded as per prescribed in Annexure I
 - Potential applicant must complete and sign the Undertaking at ANNEXURE A
 - The Proposal should be filled by the bidder in English language only.
- 3) The bidder should quote price in Indian Rupees only.
- 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.

- 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.
- 6) If any Bidder does not fulfil the Eligibility Criteria, the Commercial Proposals shall be returned unopened to the bidder.
- 7) The Bids shall be valid for a period of Ninety (90) days 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.
- 8) 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.
- 9) The sealed envelope containing the Bids (Envelope #1, and #2) must be received in the office of the Organising Committee, 12th South Asian Games 2016, 2nd Floor, Assam Tea Employee PF Organisation Nidhi Bhawan, Lalmati, NH-37, Basistha, Guwahati- 781029 between 10 am to 5 pm on any working day up to 03rd January 2016 till 1600 Hrs. Envelopes/documents received after the stated time and date will be rejected and returned unopened.
- 10) 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: APPOINTMENT OF LOGISTICS SERVICE PROVIDER FOR GUWAHATI & SHILLONG FOR THE 12TH SOUTH ASIAN GAMES, 2016”.

- 11) The bid should be unconditional. In case of any condition, the bid shall be treated as non-responsive and be disqualified.
- 12) The bid should be only in the prescribed format. It should also be accompanied by all the requisite documents.
- 13) The Bid Cover should carry the complete name and address of the bidder, along with the telephone, fax and e-mail address.
- 14) In the event of the receipt of the Bid, after the due date, the Bid Cover shall be returned “Unopened” to the bidder.

11. REJECTION CRITERIA:

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

11.1 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 (Three Months) from date of opening of bid.

- Bids which do not confirm to OC-SAG bid format.
- Bids in respect to which the bidder does not accept OC-SAG rectification of clerical/arithmetic discrepancies in the commercial bid, if any.
- Any Commercial Bid that does not comply with the conditions laid down by OC-SAG.

11.2 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 qualification documents. 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 qualification documents 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.

12. CORRECTION OF ERROR

- 12.1 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.
- 12.2 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.

13. PRICES AND PRICE INFORMATION

- 13.1 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
- 13.2 The price quoted in the Commercial Proposal on the rates approved by OC-SAG, 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.

13.3 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.

13.4 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.

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

13.6 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.

14. 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.

15. BIDDING FORMAT

15.1 Applicant will submit their Bid in hard copy in two 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.

15.2 The Qualification Bid should be submitted in a sealed envelope marked as “Qualification Bid”.

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

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

16. DOCUMENTS TO BE SUBMITTED WITH THE BID

1. Letter of incorporation /registration.
2. Details of assignments handled in each of the last 3 years.
3. Documentary evidence (Completion Certificate issued by concerned Organisation) of handling Logistics services for Government of India/ State

Governments/ PSU's and/or Private Ltd. Cos. in at least 3 engagements (At least one single order in the previous 3 years should be 50% of the estimated cost of work)

4. Documents for Income Tax PAN, TIN/Sales Tax, Service Tax Registration, etc.
5. Full address and proof of the registered office of the bidder.
6. Certificate from CA in support of Clause 6.6 of RFP.

In case of Consortium, the following documentation need to be submitted by the partner of the Consortium:

- Financial Statement of Lead partner as well as Consortium.
- Audited statement/ certificate from auditor of the Consortium lead partner and all Consortium members stating the turnover of the company.
- Agreement between the Lead partner and Consortium.
- Registration certificate/ certificate of incorporation. These certificates need to be provided for lead partner and each of the consortium members.
- Each of the consortium members to provide with the letter of Understanding / Association with the lead partner of the consortium.
- All information requested should be mandatory for lead partner and each of the consortium members.

16.1 COMMERCIAL BID

The Applicants/ Bidders must quote their commercial offers as per the following points:

- 1) Bidders should provide all prices as per the prescribed format given in Commercial Bid Form provided in Annexure I.
- 2) It is mandatory to provide breakup of all Duties and levies wherever applicable and/or payable.
- 3) In case any cost cannot be included under the heads provided, bidders should fill up in same in the additional rows provided and clearly fill up details of any such costs.
- 4) The Final Commercial Bid of the Bidder shall be inclusive of all Taxes, Duties and Levies including Service Tax.
- 5) Within 1 week of award of contract, key members of the Logistics Service Provider will work with OC-SAG team.
- 6) During the period of the contract, the bidder shall serve OC-SAG on the terms of this Agreement with all due and proper diligence (acting dutifully and in good faith) observe all reasonable instructions given by OC-SAG as to its activities under this Agreement, act in the Principal's interests and use its best endeavors to its best efforts, to ensure maximum exploitation of the rights.
- 7) If the successful Bidder requires help in obtaining any kind of licenses/NOCs, OC-SAG may help in acquiring these if communicated well in time.

17. EVALUATION OF BIDS

COMMERCIAL BID

Applicants must quote their commercial offers as per the following:

- 1) The Bidders should provide all prices online as per the prescribed format given in Commercial Bid provided in Annexure I.
- 2) The Commercial Bids of only those bidder(s) who fulfill the eligibility criteria, will be opened for evaluation.
- 3) It is mandatory to provide breakup of all Taxes, Duties and levies wherever applicable and/or payable.
- 4) The bidder will have to quote the costing for manpower, trucks and Material Handling Equipment (MHE) required as prescribed in Annexure- I for a period of 20 Days of service.
- 5) In case any cost cannot be included under the heads provided, bidders should show the same under additional rows and clearly provide details of any such costs.
- 6) The Final Commercial Bid of the Bidder shall be inclusive of all Taxes, Duties and Levies excluding Service Tax. Service Tax will be reimbursed on production of paid challan issued by the tax department.
- 7) In this phase, the Commercial Bids of the bidder who fulfill the eligibility criteria shall be opened in the presence of one representative each from the respective bidders who choose to attend. The name of the bidder and the quoted fees shall be read aloud and recorded.
- 8) The bidder quoting the lowest commercial value will be invited for awarding the contract.
- 9) In case of a tie where two or more bidders quote the same lowest commercials, the bidder with the highest turnover during the last 3 years will be invited for awarding the contract.

18. DECLARATION OF SUCCESSFUL BIDDER

The Bid of the bidder will be awarded the work if the lowest Commercial Bid of the Bidder is found to be in order as per the RFP requirement and overall Bid of the bidder is determined to be qualified to perform the work satisfactorily.

19. RIGHT TO VARY SCOPE OF WORK

OC-SAG may at any 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.

20. 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.

21. NOTIFICATION OF AWARD

- 21.1 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.
- 21.2 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to OC-SAG. OC-SAG will promptly respond in writing to the unsuccessful Bidder.

22. SIGNING OF CONTRACT

- 22.1 At the time OC-SAG notifies the successful bidder that its bid has been accepted OC-SAG will send the Work Order, incorporating all requirements of OC-SAG. Within Seven working days of receipt of the Work Order, the successful bidder shall sign and date the Work Order or the subsequent amended work order, and return the copy to OC-SAG.
- 22.2 At the same time as OC-SAG notifies the successful Bidder that its bids has been accepted, it will send the Bidder the duly filled in Form of Contract specified in Annexure H incorporating all Annexure and other attachments.

23. ESI/PF/OTHER STATUTORY OBLIGATIONS

The successful bidder on award of contract shall ensure compliance with all relevant statutory provisions under the relevant labour laws viz. Minimum Wages Act (notified by Ministry of Labour, Government of Assam), Labour (Regulation & Abolition) Act, ESI (Employees State Insurance) Act, Workmen's Compensation Act, Employees Provident Fund and Miscellaneous Provisions Act (EPF & MP Act) and other applicable labour enactments as amended from time to time in respect of personnel deployed to deliver services.

The successful bidder shall not engage persons of age below 18 years for any of the jobs specified in the tender.

24. FAILURE TO AGREE WITH THE TERMS AND CONDITIONS OF THE RFP

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

25. REVELATION OF COMMERCIALS

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

26. PERFORMANCE SECURITY

- 26.1 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.
- 26.2 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 03 days of the receipt of the Letter of Intent.
- 26.3 The Performance Security should be furnished in the form of a Bank Guarantee from a Nationalized Bank in an acceptable form within 5 days of issue of Letter of Acceptance failing which the penalty of Rs. 5000/- per day will be charged from the applicant safeguarding the interest of OC-SAG in all respect. The validity of the “Performance Security” would be up to the period of 180 days post- closing of the games or 30 days after submission of all documentation and reports (which ever applies first) and may be extended by a further period, as deemed appropriate by OC-SAG.
- 26.4 All incidental charges whatsoever such as premium, commission etc. with respect to the Performance security shall be borne by the Bidder
- 26.5 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.
- 26.6 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.
- 26.7 No interest or cost will be paid on the Performance Security by OC-SAG.

27. AWARD OF CONTRACT

27.1 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.

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

OC-SAG reserves the right at the time of contract award to increase or decrease by up

to 25% of the quantity of goods and services originally specified in the scope of work without any change in unit price or other terms and conditions

28. TERMS OF PAYMENT

The payment of installments will be made on production of a certificate from a OC-SAG designated officer that earlier installment paid have been utilized to his / her satisfaction and the deliverables specified in the contract have been met with.

The payment will be paid in the following manner:

- Payment I - 30%: advance for procurement of equipment against 110% Bank Guarantee of Advance payment in addition to Performance Security.
- Payment II- 20%: after completion of Bump-in Phase (Subject to completion of task within timelines given by OC-SAG)
- Payment III- 20%: after completion of event phase (Subject to completion of task within timelines given by OC-SAG)
- Payment IV- 30% within 15 days of service completion and certificate of satisfactory performance by OC-SAG. (Subject to completion of task within timelines given by OC-SAG)

The above are subject to change as per the decisions of OC-SAG

29. 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 - S A G ;

- 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 empaneled bidder for itself and for every employee / professional engaged by the bidder for the work of OC-SAG, shall undertake to maintain the highest degree of confidentiality and secrecy with regard to all matters of OC-SAG.

30. 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,

31. 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.

32. 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.

33. LOCAL CONDITIONS

- 33.1 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.
- 33.2 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.
- 33.3 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.

34. CANCELLATION OF GAMES

- 34.1 If the Games are not held for any reason:
 - a. This Agreement with terminate will effect from the date on which OC-SAG officially announces that the Games will not be held or will not continue.
 - b. Each party will be relieved of its obligations under the Agreement ; and
 - c. Save as expressly stated in this Agreement, OC-SAG will not be liable in any way to the 'Logistics Service Provider for Guwahati & Shillong' by reason of the termination or cancellation.

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

- a) The **Logistics Service Provider for Guwahati & Shillong** can use the Phrase '**Logistics Service Provider for Guwahati & Shillong** of OC-SAG' in their stationery.
- b) Permission to the **Logistics Service Provider for Guwahati & Shillong** to use the photographs of the work done for Logistics work only after the games.
- c) Performance Certificate will be issued to the **Logistics Service Provider for Guwahati & Shillong** after satisfactory completion of works as per the contract.

The OC-SAG Logo, would however, not be used apart on the uniforms for the Logistics staff involved in delivering the service for the games time only.

35. GENERAL CONDITIONS OF CONTRACT (GC)

A. General Provisions

1. 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 “Bid” means a Bid submitted in response to this RFP.

1.3 “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is this General Conditions (GC), the Special Conditions (SC).

1.4 “Day” means calendar day.

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

1.6 “Foreign Currency” means any currency other than the currency of the “OC-SAG” country.

1.7 “GC” mean these General Conditions of Contract.

1.8 “Government” means the Government of Assam

1.9 “Local Currency” means Indian Rupees.

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

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

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

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

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

1.15 “OC-SAG” means the Organising Committee- 12th South Asian Games

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

1.17 “Scope of Work” means the scope of work required to be carried out by the successful Applicant.

1.18 “Logistics Service Provider” means the successful applicant to this RFP who is awarded the work order;

1.19 “Work Order” means the written order resulting from this RFP issued by OC-SAG;

1.20 “Must” or “mandatory” or “should” means a requirement that must be met in order for the Bid to receive consideration;

1.21 “Working Day” means any day on which OC-SAG is open for business in Guwahati or Shillong, not being a Sunday.

1.22 “RFP” means this Request for Proposal; and

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

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

2.1 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. Law governing contract

3.1 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

4. Headings

4.1 The headings shall not limit, alter or affect the meaning of this Contract.

5. Notices

5.1 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.

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

6. Location

6.1 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.

7. Authorized representatives

7.1 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.

8. Taxes and duties

8.1 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.

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:

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

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

9.2.2 “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;

9.2.3 “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.

9.2.4 “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 determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a OC-SAG financed contract

B. Commencement, Completion, Modification and termination of Contract

11. Effectiveness of contract

11.1 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

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

13. Expiration of contract

13.1 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

14.1 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 42 hereof; 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 Logistics Service Provider or Logistics service Provider’s agents or employees, nor (ii) any event which a diligent Logistics Service Provider 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 Logistics Service Provider 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 Logistics Service Provider 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 a Logistics Service Provider shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Logistics Service Provider 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 Logistics Service Provider, upon instructions by “OC-SAG”, shall either: demobilize; or continue with the Services to the extent possible, in which case the Logistics Service Provider shall continue to be paid proportionately and on pro rata basis, under the terms of the Contract

16.2.5 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 38 &39.

16.2.6 However, before 90 days of the Opening of the Games and during the conduct of the Games, either Party shall notify the other Party of such an event in writing within 24 hours following the occurrence of such event.

17. Suspensions

17.1 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” 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 bidder fails to remedy a failure 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 bidder becomes (or, if the bidder consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or goes into liquidation or receivership whether compulsory or voluntary.

18.1.4 If the bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 38 & 39 hereof.

18.1.5 If the bidder, in the judgment of the “OC-SAG”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

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

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

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

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

18.1.10 In such an occurrence “OC-SAG” shall give a not less than three (3) days “written notice of termination to the bidders”, and five (5) days in case of the event referred to in 18.1.8 above.

18.1.11 If there is non-performance during the execution of any Project due to non-adherence of the timelines of the Project, performance is below expected level or quality of work is not satisfactory.

18.1.12 Notwithstanding anything herein, OC-SAG reserves the right to terminate this Contract by written notice to the bidder on any other reasonable grounds.

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

18.4 Payment upon Termination

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

18.4.2 If the Contract is terminated pursuant to Clause 18.1.7, 18.1.8, remuneration pursuant to Clause GC 36 (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 18.1.6 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. Applicable Under such circumstances, upon termination, OC-SAG may also impose liquidated damages as per the provisions of GC 44 of this agreement. The bidder will be required to pay any such liquidated damages to client within 30 days of termination date. The claim of liquidated damages shall not prejudice other rights of OC-SAG, which it may have against the successful Service Provider.

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

19.1.1 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. 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 bidders 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” or OC-SAG, if so required by the “OC-SAG” or OC-SAG as the case may be.

24. Reporting obligations

24.1 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”

25.1 All plans, drawings, specifications, designs, reports, other documents 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 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”

26.1 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.

26.2 **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.

D. Bidder’s Personnel

27. General

27.1 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.

28. Description of Personnel

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

28.2 If required to comply with the provisions 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 GC 36 of this Contract. Any other such adjustments shall only be made with the “OC-SAG’s” written approval.

28.3 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 36 of this Contract, this will be explicitly mentioned in the agreement.

29. Approval of personnel

29.1 The Key Personnel listed by title as well as by name are hereby 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 Curriculum 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”.

30. Removal and/or replacement of personnel

30.1 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.

30.2 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’s” written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the “OC-SAG”.

30.3 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. **Obligations of the “OC-SAG”**

31. Assistance and exemptions

31.1 Unless otherwise specified in the SC, the “OC-SAG” shall use its best efforts to ensure that the Organising Committee-12th South Asian Games shall:

31.2 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.

31.3 Issue to officials, agents and representatives of the Organising Committee -12th South Asian Games all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

31.4 Provide to the bidder and Personnel any such other assistance.

32. Change in the applicable law related to taxes and duties

32.1 The commission payable hereunder is to be paid by OC-SAG after deducting all withholding taxes, levies or other deductions of any kind which may be made, under law, from the commission or required to be paid by OC-SAG in respect of such commission and all such deductions shall be for the account of the bidder. If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, the commission shall not be subject to such change and cost of such change shall be incurred by the bidder.

33. Payment

33.1 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.

E. Payment to the bidder

34. Currency of payment

34.1 All payments shall be made in Indian Rupees.

F. Fairness and Good Faith

35. Good faith

35.1 The Parties undertake 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.

36. Operation of the Contract

36.1 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.

G. Settlement of Disputes

37. Amicable Settlement

37.1 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 48 hours following the response of that party, clause GC 39 shall become applicable.

38. Arbitration

38.1 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 Organising Committee – 12th South Asian Games. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

38.2 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.

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

39. Intellectual Property Rights

39.1 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").
- 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 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 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.
 - No Use of Name bidder shall not at any time use OC-SAG'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.

40. 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 THEREOF:

41. Liquidated Damages

The Logistics Service Provider hereby agree that due to negligence of act of the Logistics Service Provider, 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 Logistics Service Provider agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

In the event of the Bidder's failure to submit the Bonds, Guarantees and Documents and supply the solution as per schedule specified in this RFP, OC-SAG may at its discretion withhold any payment until the completion of the contract. OC-SAG may also deduct from the Bidder as agreed, liquidated damages to the sum of 1% of the contract price of the delayed/undelivered services for every day of delay or part of a day, subject to the maximum value of the Liquidated Damages being not more than 10% of the value of delayed services. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to OC-SAG under the contract and law.

The liquidated damages shall be applicable under following circumstances:

- (a) If the deliverables are not submitted as per schedule mentioned/prescribed/laid down, the Logistics Service Provider 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 Logistics Service Provider shall be liable for Liquidated Damages for an amount equal to the right of getting services done at the risk & cost of the defaulter and double the cost of the deliverables and is also not entitled to the Logistics Service Provider charges thereon.

42. Miscellaneous provisions

42.1 "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.

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

42.3 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.

42.4 Each member/constituent of the bidder, in case of a consortium/association, shall be jointly and severally liable to and responsible for all obligations towards OC-SAG for performance of works/services including that of its Associates under the Contract.

42.5 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.

42.6 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 bidders) 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.

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

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

42.9 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.

36. ANNEXURE - A

UNDERTAKING

To: The Organising Committee – 12th South Asian Games

I/WE

Of (insert business address)

Hereby submit our Bid in response to the Request for Proposal (RFP) for appointment of the Logistics Service Provider for Guwahati & Shillong for the 12th South Asian Games and undertake to execute and complete the services as we will be reasonably required to perform in accordance with our Bid, the RFP requirements and final work order to be issued by 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 _____

Organisation Name _____

Title _____

Date_____

37. ANNEXURE – B

DETAIL SCOPE OF WORK

Objectives

The principle objectives in the provision of Logistics Services in the outlined venues are to:

- plan, direct, control and deliver Logistics services for all customer groups;
- provide Logistics services that are consistent with customer and client expectations whilst working within agreed budgets;
- work in partnership with OC - SAG to maximise benefits from sponsorship and other supplier support, without compromising Logistics services; and
- Contribute to the overall success of the South Asian Games.

Customer Groups

Logistics Services at competition venues during Event Period will be provided to the following customer groups:

- Sports/Competition Management;
- Security;
- Venue Management/Development;
- Technology;
- Catering;
- Workforce; and
- Transport

Equipment, Transportation and Manpower

All Logistics equipment and transportation required to deliver the Logistics Services must be supplied by the Logistics Service Provider.

Equipment and Transportation: General Equipment or transportation to provide Logistics support in terms of shifting material, transportation from venue to venue, Warehousing, Asset management, Inventories, Receipt and dispatch of goods.

The Logistics Service Provider has to scope for Trolleys, MHEs, Trucks, and manpower.

The Logistics Service Provider shall keep an asset register of all Logistics equipment used for the provision of Obligatory Logistics Services. This asset register will be checked by OC - SAG when the equipment is being removed from the venue as part of the demobilization phase.

Key Performance Indicators

The Contractor shall develop, plan and manage the appropriate Key Performance Indicators (KPI) within the categories listed below.

The Logistics Service Provider's performance during the delivery of the services shall be measured against the agreed KPI's which will include:

KPI (What is measured)	Standard (Level to be achieved)	Measurement (How the standard will be measured)	Frequency (How often it will be measured)	Responsibility (Who is responsible)
Planning Milestones	As specified in the Agreement Scope of Work	Against Logistics Service Timeline within Agreement	At the Milestone Date	Contract Logistics Representative. Logistics Cluster Manager
Staff Accreditation Quotas	Agreed Percentages within the Agreement	Against Logistics Service Timeline within Agreement	At the Milestone Date	Contract Logistics Representative. Logistics Cluster Manager
Staff Training, Inductions and Daily Briefings	As specified in the Agreement Scope of Work	Quality Inspection Reports	Daily	Contract Logistics QA Representative. Logistics Venue Manager
Performance of Logistics Service and Standards	As specified in the Agreement Scope of Work	Quality Inspection Reports	Daily and Post Session	Contract Logistics QA Representative. Logistics Venue Manager
Help Line Response	As specified in the Agreement Scope of Work	Feedback from callers to help line.	Daily	Contract Logistics QA Representative. Logistics Venue Manager

Session Event Reports	As specified in the Agreement Scope of Work	Received by Logistics Venue Manager	Daily	Contract Logistics QA Representative. Logistics Venue Manager
Daily Meetings	As specified in the Agreement Scope of Work	Contractors Attendance	Daily	Contract Logistics Venue Manager. Logistics Venue Manager
Client/Contractor Relations	As specified in the Agreement Scope of Work	Client Feedback	On Going	Contract Logistics Venue Manager. Logistics Venue
Industrial Relations and Human Resource Management;	High staff retention, no industrial conflicts	High staff attendance, absence of industrial conflict	Daily	Contract Logistics Venue Manager. Logistics Venue Manager

These KPI's will be agreed by OC-SAG during the planning period.

LOGISTICS SERVICE Plans

The Contractor is responsible for the development and implementation of a number of service plans, including the following;

Logistics Services Plans

- LOG A01 – Project Strategic Overview Plan;
- LOG A02 - HR Plan - Recruitment and Accommodation;
- LOG A03 - Specialist Key Staff Plan;
- LOG A04 - Staff Induction and Training Plan;
- LOG A05 – Management and Staff Roster;
- LOG A06 - Uniform Plan
- LOG A07 – Logistics and Stock Management Plan;
- LOG A08 - Risk Management Plan;
- LOG A09 - Technology Plan;
- LOG A10 - Occupational Health and Safety Plan;
- LOG A11 – Equipment and Machinery list and Plan;

- LOG A12 – Site Mobilization Plan;
- LOG A13 – Site Operational Plans;
- LOG A14 – Master Delivery Schedule;
- LOG A15 – Communication Device Plan;
- LOG A16 – Reporting Plans

LOG A01 – Project Strategic Overview Plan

The Contractor shall provide a suitably experienced and qualified management team to plan, develop, operate and manage the total delivery of the Logistics Service.

*****Note: The successful bidder must provide details of the LOG A01 Project Strategic Overview Plan which includes, but is not limited to the following;**

- The organizational chart of the project team from planning through to operations;
- The names and titles of all project team members, start dates, percentage of involvement in the planning;
- Base locations where project team members are working from either in OC-SAG or elsewhere;
- Start dates of project team members dedicated full time to the task in OC-SAG.
- Confirmation that the appropriate number of the key project team members from each area of the organisation chart will be starting full time in OC-SAG, including but not limited to;
 - Project Team Leader
 - Project Team Admin Assistants
 - HR Team;
 - Logistics Team;
 - Project Timeline Manager;
 - Procurement Team;
 - Location of project team office details in OC-SAG;
 - Responsibilities of any consortia or collaboration entities;
 - Level of head office corporate support;

LOG A02 - HR Plan - Recruitment and accommodation

The Contractor must develop and implement a Human Resource Plan – Recruitment and Accommodation which includes the recruitment, rostering, accommodation and accreditation to manage suitably qualified management and staff to complete the scope of work.

The Contractor must maintain the HR Plan which supports the highest standard of service provision, performance management and staff development.

The Contractor will be responsible for all training costs related to the provision of the Services including site and Games induction, event safety training or other training as required by law or relevant awards or enterprise agreement.

Recruitment Pool

Details of the recruitment pools which the Respondent plans to recruit sufficient numbers of skilled staff in order to meet the accredited staff quotas set out in timeline deliverables. The Respondent must also demonstrate that the proposed recruitment pools will be suitable when competing with other Games contractors in the lead

Recruitment Methods

Details of the methods used to recruit sufficient numbers of skilled staff in order to meet the accredited staff quotas set out in timeline deliverables.

Retention Plans

Details of the methods used to ensure that the key staff members are retained for the complete duration of the Games

Back Up Staff

Details of expected daily no shows by roster staff, the methods to counter no shows, as well as the methods for covering back up staff.

Available Resources

Details of the staff resources within Respondent's direct employment structure available to be dedicated to this Scope of Work.

Back Filling of Workforce

Details of how the Respondent will back fill any positions within their own structure which have been allocated to this Scope of work.

External Recruitment

The Respondent is to provide details of the number and type of all management and staff positions which need to be recruited from outside OC-SAG.

Accommodation

The Respondent must provide full details of the accommodation proposals for all management and staff arriving into OC-SAG during the planning and operational phase.

Accreditation

The Respondent must provide details of how it will manage timely accreditation quotas to avoid risks of late accreditations.

Staff Training

The respondent must provide full details of the training plans for management and staff including:

- Site and Games induction;
- Job Specific Training;
- The Respondent's Company Standards; and
- Regulatory Compliance

*****Note: The successful bidder must provide details of the LOG A02 – HR Plan Recruitment and Accommodation as described above.**

LOG A03 – Specialist and Key Staff Plan

Separate to the *HR Plan* the Contractor must provide and implement a *Specialist and Key Staff Plan* which describes the number and type of key management and staff required to deliver the Scope of Work.

The *Specialist and Key Staff Plan* must provide details of the method, start date and country of source to recruit all key management and staff.

The *Specialist and Key Staff Plan* must include the job descriptions of the key management and staff, including the minimum qualifications and experience required to complete the job.

*****Note: The successful bidder must provide details of the LOG A03 – Specialist and key Staff Plan as described above.**

OC-SAG Approval of Key Personnel

The Contractor must demonstrate that the proposed key personnel have the appropriate experience and qualifications for the position. OC-SAG retains the right to approve the successful Logistics Service Provider's key personnel.

LOG A04 – Staff Induction and Training Plan

The Contractor must develop and implement an *Induction and Training Plan* which includes training manuals, site inductions, and job specific training standards.

Training Materials:

The Respondent must provide details and examples of existing training materials which demonstrate the Respondent's current Logistics operational standards in a Logistics Services similar to a Games Venue and event environment, including but not limited to:

Back of House

- a) Receiving and storing of goods;

Front of House

- b) Customer service
- c) Customer complaints

General

- Use of labour trucks and Material Handling Equipment
- Management and Administration
- Accreditation
- Event Induction
- Site specific training

- Daily reports

*****Note: The successful bidder must provide details of the LOG A04 – Staff Induction and Training Plan as described above.**

LOG A05 – Management and Staff Roster

The Contractor must develop and implement a Management and Staff Roster for the operational period.

The Contractor must be able to demonstrate that the number of staff for each position is appropriate to efficient and timely customer service.

The Respondent is to provide staff rosters for the Operation Period based on the OC - SAG 2016

Demand Estimate.

Staff Numbers:

The Respondent must explain the rationale used to determine all staff numbers and how these numbers compare to industry and or company standards for similar service environments.

Information on industry and or company standards must demonstrate supporting documentation.

The Respondent must demonstrate that the staff ratio for each area is an appropriate service level.

*****Note: The successful bidder must provide details of the LOG A05 – Management and Staff Roster as outlined above.**

LOG A06 - Uniform Plan

The Contractor must develop and implement a LOG 06 -Uniform Plan for its management and the manpower (labour) employed in the provision of Logistics services to the Venues.

The uniform plan must include the following information;

- Graphic impression of the proposed designs of the uniforms for each management and staff position;
- Proposed fabrics;
- Proposed location of manufacture;
- Number of uniforms issued to each staff member;
- Proposed laundering/cleaning schedule and methodology;

All such uniforms must be submitted / demonstrated to OC-SAG for approval prior to their manufacture.

All maintenance of the uniforms including laundering shall be the responsibility of the Contractor.

*****Note: The successful bidder must provide details of the LOG A06 – Uniform Plan as outlined above.**

LOG A07 – Logistics and Stock Control Plan

The Contractor must develop and implement a LOG A07 Logistics and Stock Control Plan which will ensure appropriate quantities of stock are held on site to cater for the demand schedules.

Logistics and Materials Handling Plan

The Respondent must provide details of the materials handling plan and procedures which outlines the equipment and staff labour necessary to manoeuvre various goods and equipment in and around the Venue including the storage areas.

*****Note The successful bidder must provide details of the LOG A07 – Logistics and Stock Control Plan as outlined above.**

LOG A08 - Risk Management Plan

The Contractor must develop and implement a LOG A08 -Risk Management Plan

The Logistics Service Provider's LOG A08 - Risk Management Plan must identify all risks associated with the planning and delivery of the Logistics Services, and the proposed strategies to mitigate such risks.

Risk Management Plan

The Respondent must demonstrate sufficient insight into the specific nature of these challenges and is able to provide a viable risk management plan to mitigate them according to the OC-SAG timeline deliverables.

The Respondent is required to submit a risk management plan which includes the following information as a minimum:

- The risks which the Respondent believes both the Respondent and OC-SAG are exposed to in relation to the Games Venue Logistics Scope of Work;
- Identification of risks during the planning and operational phases of the Games; the steps taken by the Respondent to mitigate the risks;
- the appropriate procedures in the case of an incident;

*****Note: The successful bidder must provide details of the LOG A08 – Risk Management Plan as outlined above.**

LOG A09 - OCCUPATIONAL HEALTH AND Safety Plan

The Contractor must develop and implement an Occupational Health and Safety Plan (including its Subcontractors and Suppliers) and shall maintain and comply with a site specific HACCP (Hazard Analysis Critical Control Point) based system and any other relevant statutory rules, regulations and standards. The Contractor shall provide OC-SAG any external and internal HACCP auditing results upon request.

Suppliers must adhere to, and demonstrate that they are maintaining the minimum mandatory standards for their particular industry

The Contractor shall comply with all relevant National and State Environmental, Workplace Health & Safety regulations without exception.

*****Note: The successful bidder must provide details of how it will comply with LOG A09 – Occupational Health and Safety Plan as outlined above.**

LOG A10- Equipment list and Plan

The Contractor must develop and implement an Equipment list and Plan, which includes but is not limited to the number, type and source of equipment.

The Equipment list and Plan must also include details relating to any equipment dedicated to specific zones.

*****Note: The successful bidder must provide details of the LOG A10 – Equipment list and Plan as outlined above.**

LOG A11 - Site Mobilisation Plan

The Contractor must develop and implement a LOG A11 Site Mobilisation Plan

The Logistics Service Provider's Site Mobilisation Plan must provide summary details of who, how, when, where and what will be mobilised onto the Games Venue Site.

*****Note: The successful bidder must provide details of the CAW A11 – Site Mobilisation Plan as outlined above.**

LOG A12 Site Operational Plan

The Contractor must develop and implement a LOG A14 Site Operational Plan, which includes the development and implementation of the following;

- Logistics services between Sessions
- Operational standards;
- Operational procedures;
- Use of Equipment

*****Note: The successful bidder must provide details of the LOG A12 – Site Operational Plan as outlined above.**

LOG A13 – Master Delivery Schedule

The Contractor must develop and implement a LOG A13 Master Delivery Schedule for vehicles entering the Games Venue.

LOG A 14 – Reporting Plan

The Contractor must develop and implement a Reporting Plan

Resources and Reports

The Contractor shall have sufficient project resources to attend meetings and provide all timely reports and updates requested by OC-SAG during all phases of planning and operations including:

Logistics Services Timeline

- including the percentage of task completion

Periodical Reports

Contractor is required to provide OC-SAG requested reports and updates on the following periodical basis:

Pre-Games Planning Period

- Weekly

Games Period

- Daily (Timing)

Post Games Period

- Daily
- Final Invoice and Reports within 2 weeks of Games Ending.

The following reports are to be provided by the Logistics Service Provider:

Pre Games Monthly Planning Reports (Status Report):

The Contractor must submit a report to OC-SAG that provides an update on the status and progress of the Logistics service timeline, including:

Key activities during the reporting period including:

- Labor, staffing and rosters
- Equipment
- Issues or dates to be noted
- Recommendations
- Incidents

- Confirmation of any change control requests

Exclusive Use Period Reports (Daily Reports):

During the Exclusive Use Period, the Contractor must submit a report to OC-SAG which is to be submitted by 10am each day that provides an update on the status and progress of the Logistics service timeline, including:

- Issues or Dates to be Noted
- Recommendations
- Incidents
- Labor Reports
- Confirmation of any Change Control Requests

The Contractor must provide these reports using the following OC-SAG template:

Labor Check in Report

The Service Provider must provide OC-SAG with a complete labor report from staff check in and supporting information to demonstrate how they arrived at numbers across all areas.

Logistics Services Key Dates

The Logistics Services will commence its mobilization and complete its demobilization on the below dates or as advised by OC-SAG 2016:

Venue Periods:

Total Days of Service Required	20
Pre Event Phase (including Bump-In phase of 2 Days)	5
Event Phase	12
Bump-Out Phase	3

**** Any additional days of service required will be notified to the service provider (billing on actual basis)**

a) Fit out Phase

During fit out the Overlay team and Games contractors fit the Venue out to its Games configuration. The Site Manager has the delegated authority in the Venue during this phase.

b) Bump-in Phase (2 Days prior to Event)

During this phase the Logistics team oversees the installation of Furniture Fittings and Equipment (FF&E). Once the FF&E is installed the Technology team commences positioning and connecting the IT equipment.

c) Move-in Phase

In this phase the Venue team moves to the Venue. It is imperative for safety and efficiency reasons that they do not move prior to this phase. Once at the Venue FA's will check their spaces and match planned requirements against actual areas and ensure all requested items are installed. Once they are satisfied they will sign off and accept their space and commence operations.

d) Pre-Games Operations Phase (5 Days prior to Event)

This phase would be utilized by FAs to test and rehearse their operations, Broadcast would check camera positions, Sport would rehearse FOP access etc. The Venue team could rehearse a controlled evacuation and also commence working to a DRS. The Athletes Village would have commenced operations and athletes would be on site to train and familiarize themselves with the Venue. Rehearsals for Opening & Closing Ceremonies will be enduring during this period.

e) Games Operations Phase (12 days of event)

In this phase the Venue would be fully operational with all competition and associated activities taking place.

f) Bump-out Phase (3 days post event)

During Bump-out, Logistics would remove all equipment previously installed; however, each FA within the Venue would be responsible for packing their own equipment and workspaces.

Once the Venue team shifts back to only a skeletal staff would remain on site to ensure the bump out phase is conducted safely and maintain a security presence.

g) Retro Fit Phase

During this phase the Overlays team would ensure removal of all overlay items and get the Venue restored to its former condition.

38. ANNEXURE - C

BANK GUARANTEE FORMAT

1. In consideration of the Organising Committee – 12th South Asian Games (herein after called “OC-SAG”) having agree to exempt _____ (hereinafter called the said Contractor (s) from the demand, under the terms and conditions of an agreement dated _____ made between _____ and _____ for (herein after called “the said Agreement”), of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of a bank Guarantee for INR _____ (Rupees _____ only).
2. We _____ (here in after referred to as “the Bank”, Indicate Bank’s name) at the request of _____ contractor(s) do hereby undertake to pay to the Organising Committee - 12th South Asian Games an amount not exceeding INR _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Organising Committee - 12th South Asian Games by reason of any breach by the said Contractor (s) of any terms or conditions contained in the said Agreement.
3. We _____ (Indicate the name of the bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Organising Committee - 12th South Asian Games stating that the amount claimed is due by way of loan or damage caused to or would be caused to or suffered by the Govt. by reason of breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by this Guarantee shall be restricted to an amount not exceeding INR _____.
4. We undertake to pay to the Organising Committee - 12th South Asian Games, any money so demanded notwithstanding any dispute or disputes raised by the Contractor (s) / Supplier (s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor (s) / Supplier (s) shall have no claim against us for making such payment.
5. We, _____ (Indicate the name of the bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Organising Committee - 12th South Asian Games certifies that the terms and conditions of the said Contractor (s) and accordingly discharges this Guarantee.
Unless a demand or claim under this Guarantee is made on us in writing on or before the _____, we shall be discharged from liability under this Guarantee thereafter.
6. We, _____ (Indicate the name of the bank) further agree with the Organising Committee - 12th South Asian Games, that the Organising Committee - 12th South Asian Games shall have the fullest liability without our consent and without effecting in any manner our obligations here under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Organising Committee - 12th South Asian Games against the said Contractor (s) and to forebear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being

granted to the said Contractor (s) or for any forbearance, act or omission on the part of the Organising Committee - 12th South Asian Games or any indulgence by the Organising Committee - 12th South Asian Games to the said Contractor (s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s) / Supplier (s).
8. We, _____ (Indicate the name of the bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.
9. This Guarantee is governed by Indian law, place of jurisdiction and performance is India.

Date: the ____ day of _____ 2016

for _____

(Indicate the name of the bank)

39. ANNEXURE – D

QUALIFICATION BID: BIDDER INFORMATION

Please provide the details of the Bidder

Prime Bidder	Consortium 1 (if applicable)	Consortium 2 (if applicable)
Name of the Company		
Address		
Name of contact person		
Email-id		
Telephone No.		
Fax No.		
Roles and responsibilities of each consortium member		

A “Prime Bidder” is a member of the consortium who will submit the Bid on behalf of the consortium and shall be the prime point of contact between the consortium members and OC-SAG and shall be primarily responsible for the discharge and administration of all the obligations contained herein and, OC-SAG unless it deems necessary shall deal only with such Prime Vendor.

40. ANNEXURE – E
QUALIFICATION BID: DETAILS OF ENGAGEMENT

The bidder should have the experience of handling Logistics Services of GOI/ State Governments/ PSU's and/or Private Ltd. Cos. in at least 3 engagements. At least one single order in the previous 3 years should be to the tune of 50% of the estimated cost of tender.

Please note the information for each form has to be provided separately. Even if you have provided the information in some earlier form, please reproduce the same if the requirements seek the same. Further please ensure ALL fields of the format are filled. Non-completion of all formats could be constituted as non-responsive submission.

Sr. No.	Question	Response
1.	Does the Bidder have prior experience in providing Logistics operations of GOI/ State Governments/ PSU's and/or Private Ltd. Cos. in at least 3 engagements?	

Only if the response to the above question is “YES”, please provide details of the assignment.

Assignment 1

Client Name:

Address:

Period of Contract:

Brief Description of Service (Max. 200 words)

Assignment 2

Client Name:

Address:

Period of Contract:

Brief Description of Service (Max. 200 words)

Assignment 3

Client Name:

Address:

Period of Contract:

Brief Description of Service (Max. 200 words)

41. ANNEXURE – F

Please provide the following financial details of the Consortium members

		FY (2012-13)	FY (2013-14)	FY (2014-15)
Annual Turnover (Values in INR only)	Prime Bidder			
	Consortium Member 1			
	Consortium Member 2			
Profit After Tax (PAT) (Values in INR only)	Prime Bidder			
	Consortium Member 1			
	Consortium Member 2			
Net Worth (Values in INR only)	Prime Bidder			
	Consortium Member 1			
	Consortium Member 2			

In case of a consortium, please provide the details as specified below:

Sr. No.	Question	Response
1.	Does the current composition of consortium have the experience of handling any other engagement with same composition of the consortium	Yes/No
	If “Yes”, please provide the following details:	
	Client Name:	
	Event details:	
	Year:	
	Please provide a brief scope of Work (200 words)	

Sr. No.	Question
----------------	-----------------

- | | |
|----|---|
| 2. | Please provide a clear and detailed segregation of roles and responsibilities of the Principal Bidder and the consortium partner(s) |
|----|---|

Please map the scope of work completely to the definitive roles and responsibilities of each of the Consortium member.

Scope of Work	Prime Bidder	Consortium Member 1	Consortium Member 2
----------------------	---------------------	----------------------------	----------------------------

Sr. No.	Question
----------------	-----------------

- | | |
|----|---|
| 3. | Please provide details of the nature of the Consortium arrangement/agreement between the Principal Bidder and the Consortium Members. |
|----|---|

Response

42. ANNEXURE - G

EXECUTIVE SUMMARY AND DELIVERY STRATEGY

In this section the Bidder must provide an executive summary of its Bid. The executive summary shall be no more than 10 standard A4 pages. The executive summary shall outline the key points of the Bid, including giving reference to the following items:

- Demonstration of the understanding of the requirements of the Services, including tasks and roles;
- Summary of the key management;
- Demonstration of expertise;
- Innovative solutions which will enhance the standard of the Service delivery; and
- Demonstration of how the Bidder can assist OC-SAG to deliver a highly cost efficient international standard Logistics Services.

43. ANNEXURE - H

AGREEMENT FORM

THIS AGREEMENT made theday of....., 2016.. Between
.....

(*Name of purchaser*) of..... (*Country of Purchaser*) (hereinafter called "the Purchaser") of
the one part and (*Name of Supplier*) of (*City and Country of
Supplier*) (hereinafter called "the Supplier") of the other part :

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

.....

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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:

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

TOTAL VALUE:

DELIVERY SCHEDULE:

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

Signed, Sealed and Delivered by the

Said (For the Purchaser)

in the presence of:.....

Signed, Sealed and Delivered by the

Said (For the Supplier)

in the presence of:.....

44. ANNEXURE – I

COMMERCIAL BID

(Manpower)

A

Cost of deploying manpower including recruitment, training, etc. as detailed in scope of work.	Sr. No.	Particulars	Estimated No of Man-days	Rate / Man Day	Total Value
	1	Unskilled Labour at Guwahati (12 Hrs)	2258		
	2	Unskilled Labour at Shillong (12 Hrs)	915		
	3	Supervisors (Guwahati)	346		
	4	Supervisors (Shillong)	167		
Total (a)					

****Cost of labour should include all overhead expenses including uniform, transportation, accommodation, recruitment, food and beverages and other expenses.**

Trucks**B**

Hiring of Trucks	Sr. No.	Particulars	Estimated No of Trucks *	Estimated No of Trips of Service *	Estimated No of Days of Service *	Price per Trips/Day	Total Amount
	1	Trucks 14ft (Closed Body), PER day-Guwahati (24 Hours, 100 km) **	8	-	20		
	2	Trucks 14ft (Closed Body) Per Day-Shillong (24 Hours, 100 km) **	4	-	20		
	3	Trucks 14ft (Closed Body), Per Trip - Guwahati Airport to City Hotels	-	11	-		
	4	Trucks 14ft (Closed Body), Per Trip - Guwahati Hotels to Airport	-	11	-		
	5	Trucks 14ft (Closed Body), Per Trip - Guwahati Airport to Shillong	-	1	-		
	6	Trucks 14ft (Closed Body), Per Trip - Shillong to Guwahati Airport	-	1	-		
	Grand Total (B)						

* The final deployment chart for venues may vary after joint survey with the successful bidder and as per the competition schedule.

** Additional kms in excss of 100 km shall be paid @ _____

C Trolleys

	S/No	Particulars	Estimated No of days of Service *	Estimated No of Trolleys *	Price per Day	Total Amount
Hiring of Flat Bed Trolley & HPT	1	Flat Bed Trolleys (Push), Per day - Guwahati/Shillong	20	22		
	2	Hydraulic Pallet Trucks, Per day - Guwahati/Shillong	20	12		
		Sub Total				

		Venues	Estimated No. of Trolleys *	Estimated No. of Days Required *	Rate	Amount
Caged Trolley	Guwahati	Indira Gandhi Athletics Stadium, Sarusajai Sports Complex	3	11		
		Nehru Stadium, Ulubari	3	8		
		Nabin Ch. Bordoloi AC Indoor Stadium, Sarusajai	3	12		
		All Assam Tennis Association Complex, Chachal, VIP Road	3	6		
		Bhogeswari Phukanani Indoor Stadium, Dispur	2	7		
	Shillong	Jawaharlal Nehru Sports Complex - Football Ground	3	11		
			17		Sub Total	

Grand Total (C)

* The final deployment chart for venues may vary after joint survey with the successful bidder and as per the final competition schedule.

I TotalCost(a)+(b)+(c) =

II. Applicable Taxes (total cost + applicable taxes) :

Total Cost (I+II) : INR _____

