Sports & Youth Services Department (DSYS),
Government of Odisha
C-1, Nayapalli,
Bhubaneswar – 751012
Odisha
Email: info.dsys.odisha@gmail.com

www.sport.odisha.gov.in

Reference No: 1234

Request for Proposal
For
Engagement of an Event Management Agency for Opening
Ceremony of Khelo India University Games

(This RFP is only for Sports Authority of India's Empowered Agencies Ref. : SAI/KID/RFE/EMA/2018/)
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Sports & Youth Services Department (DSYS),
Government of Odisha
C-1, Nayapalli,
Bhubaneswar – 751012
Odisha

Telephone: +91-674-2396715
www.sportsodisha.gov.in

RFP No.: 13.364
Dated: December 13, 2019

NOTICE INVITING TENDER (NIT)

DSYS invites sealed Bids under two bid-basis i.e. Technical Bid and Financial Bid from empanelled agencies for ‘Engagement of an Event Management Agency for Opening Ceremony of Khelo India University Games’ for Sports & Youth Services Department (DSYS).

The interested bidders should submit their bids to C-1, Nayapalli, Sports and Youth Services Department, Govt. of Odisha, Bhubaneswar-751012, on or before December 23, 2019 up to 15:00 Hrs.

For further details and the RFP document please visit www.sportsodisha.gov.in.

DSYS reserves the right to cancel the bid at any time or amend / withdraw any of the terms and conditions contained in the Bid Document without assigning any reason thereof.

Sd/-
CEO, HPC & KIUG Incharge
Sports & Youth Services Department
INSTRUCTIONS TO BIDDERS

1. **Cost of Bid:** The bidder shall bear all costs associated with the preparation and submission of bid and DSYS in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

2. The bidder is expected to examine all instructions, forms, terms and conditions in the RFP document. Failure to furnish all information required by the RFP document or submission of a tender not substantially responsive to the RFP document in every respect will be at the bidder’s risk and may result in rejection of the bid.

3. The bidder shall not make or cause to be made by any alteration, erasure, or obliteration to the text of the RFP document.

4. Any privately held company or LLP is allowed to submit its bid for the RFP. The bidder shall be a Single Entity; a Joint Venture/Consortium of entities is not allowed.

5. **Preparation of Bids**

   5.1 **Language:** Bids and all accompanying documents shall be in the English language. In case any accompanying materials are in other languages, an English Translation shall accompany it. The English version shall prevail in matters of interpretation.

   5.2 **Form of Bid:** The form of a bid shall be completed in all respects and duly signed and stamped by an authorized representative of the Bidder. Relevant power of attorney for signing the bid should be attached.

   5.3 **Currencies of Bid and Payment:** The bidder shall submit his financial bid in Indian National Rupee (INR / Rs.) and payment under this contract will be made in Indian National Rupee (INR / Rs.).

6. **Clarifications by Bidders**

   6.1 Bidders requiring any clarification on the RFP document may contact the Procurement Division of the DSYS in writing by e-mail/post/courier within such date as specified in the Schedule of Bidding Process set out in Clause 16- Schedule of Bidding Process.

   6.2 All correspondence for clarifications should be submitted as per the format attached at ‘Annexure-A’ to the following address in writing by Mail/post/courier:

   **Deputy Secretary,**
   **Sports & Youth Services Department (DSYS),**
   **Government of Odisha**
   **C-1, Nayapalli,**
   **Bhubaneswar - 751012, Odisha**
   **Email: info.csvodisha@gmail.com**

   6.3 DSYS shall endeavour to respond to the queries raised or clarifications sought by the Bidders. To be fair to all prospective bidders, the responses to queries shall be shared by all the bidders and will also be posted on the website www.sportsodisha.gov.in. However, DSYS reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this clause
shall be construed, taken or read as compelling or requiring DSYS to respond to any query or to provide any clarification.

6.4 At any time prior to the Bid Due Date, DSYS may, for any reason, whether at its own initiative or in response to clarifications requested by Bidder(s), modify the RFP document by way of issue of Addendum/Corrigendum/Clarifications. Any Addendum/Corrigendum/Clarifications thus issued shall be shared with all the bidders.

7. Pre-Proposal Meeting

7.1 To clarify and discuss issues with respect to the Project and the RFP Document, a Pre-Proposal meeting ("Pre-Proposal Meeting") will be held as per the details provided in Clause 16- Schedule of Bidding Process.

7.2 Prior to the Pre-Proposal meeting, the Bidders may submit a list of queries and proposed suggestions in the word format as per ‘Annexure-A’, if any, to the RFP requirements.

7.3 Bidders may note that DSYS will not entertain any deviations to the RFP Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified, and the Bidders would be deemed to have accepted the terms and conditions of the RFP Document with all its contents. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

7.4 Bidders’ representatives attending the Proposal opening shall bring an authorization letter from the Bidder.

7.5 In case of any change in the schedule of the Pre-Proposal Meeting, the same will be communicated to Bidders through Mail and/or by posting on the website www.sportsodisha.gov.in.

7.6 Attendance of the Bidders at the Pre-Proposal Meeting is not mandatory. DSYS will endeavour to respond to all queries received by the scheduled date as per clause 16 from all Bidders, irrespective of attendance of the Bidder in the Pre-Proposal Meeting.

7.7 No interpretation, revision, or other communication from DSYS regarding this solicitation is valid unless in writing. DSYS may choose to send to all Bidders whose Proposals are under consideration, in writing, or by any standard electronic means such as Mail or by uploading on the website(s) of responses, including a description of the inquiry but without identifying its source to all the Bidders.

8. Format and Signing of Bid

8.1 The documents comprising the bid shall be typed, and all pages of the bid shall be signed by a person duly authorised to sign on behalf of the bidder.

8.2 The bid shall contain no alternations, omissions or additions except those to comply with an instruction issued by DSYS or are necessary to correct errors made by the bidder, in which case such corrections shall be initialled/signed by the person signing the bid.

8.3 The proposal shall be properly bound, indexed and serially-numbered.
9. Submission of Bids

9.1 The bidder shall submit their offer under two bid basis i.e. Technical Bid (One Original hard copy and One Soft Copy in a pen drive) shall be enclosed in one sealed envelope super scribed ‘Technical Proposal (Name of the Bidding Entity) - RFP for Engagement of an Event Management Agency for Opening Ceremony of Khelo India University Games’. The Financial Bid (One Original hard copy), shall be enclosed in another sealed envelope super scribed ‘Financial Proposal (Name of the Bidding Entity) - RFP for Engagement of an Event Management Agency for Opening Ceremony of Khelo India University Games’. Both of envelopes complete in all respect should be enclosed in separate sealed outer envelope super scribed ‘Technical and Financial Proposal (Name of the Bidding Entity) - RFP for Engagement of an Event Management Agency for Opening Ceremony of Khelo India University Games’. The sealed envelope should reach the address Sports & Youth Services Department, Govt. of Odisha, C-1, Nayapalli, Bhubaneswar – 751012, Odisha on or before 23rd December, 2019 up to 15:00 Hrs. The Bids that are unsealed or are submitted beyond the stipulated date and time under any circumstances what so ever.

9.2 The validity of Bid: The bid must remain valid and open for acceptance for a period of 90 days from the date of opening of Bid.

10. Late and Delayed Bids:

10.1 Bids must be received no later than the date and time stipulated in the RFP document. DSYS may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of DSYS and the bidder will be the same.

10.2 Any bid received by DSYS after the deadline for submission of bids, as stipulated above, shall not be considered.

11. Opening and Evaluation of Technical Bid

11.1 Technical Bids will be opened in the presence of the bidders’ representatives who choose to attend at the appointed place and time.

11.2 The Technical Bid of the bidder would be evaluated as per the evaluation criteria set out in the RFP document. Bids will be evaluated based on the information submitted by the bidders. However, DSYS reserves the right to seek clarification/documents from the bidders, if DSYS considers it necessary for proper assessment of the bid.

11.3 The Technical Bids will be evaluated based on eligibility criteria and only those Bidders whose Technical Proposals get a score of minimum 70 (seventy) marks or more out of 100 (one hundred) shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (S1).

12. Opening of Financial Bid and Final Evaluation

12.1 The Financial Bids of the technically qualified bidders shall be opened in the presence of such bidders’ representatives who choose to attend.

12.2 The selection of the bidder shall be based on the QCBS method in which weightage of the Technical score shall be 70% and weightage of the Financial score shall be 30%.
12.3 The lowest quoted Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The financial scores of other Proposals will be computed as follows:

\[ S_f = 100 \times \frac{Fm}{F} \]

\( F = \) amount of Financial Proposal

12.4 Proposals will finally be ranked according to their combined technical (St) and financial (Sf) scores as follows:

\[ S = St \times 70\% + Sf \times 30\% \]

12.5 The Bidder having the highest combined score shall be the Successful Bidder.

12.6 Failure of the Successful Bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the LOA. In such an event, DSYS reserves the right to,

(a) invite the second-ranked bidder and negotiate upon the following scenario, or

(b) take any such measure as may be deemed fit in the sole discretion of DSYS, including annulment of the Bidding Process.

13. Right to accept any Bid and to reject any or all bids

13.1 DSYS is not bound to accept the lowest bid or any bid and may at any time by giving notice in writing terminate the tendering process.

13.2 DSYS may terminate the contract/cancel the LOA if it is found that the bidder is blacklisted on previous occasions by any of the central/state government ministry/department/institutions/local bodies/municipalities/PSUs, etc.

13.3 DSYS may also terminate the contract/cancel the LOA in the event the Successful Bidder fails to furnish the performance security or fails to execute the agreement.

14. Award of Contract

14.1 DSYS will award the contract to the Successful Bidder to perform the contract satisfactorily as per the terms and conditions incorporated in the RFP document.

14.2 DSYS will communicate the outcome to the Successful Bidder by mail confirmed by letter transmitted by registered/speed post that its bid has been accepted. This letter (hereinafter and in the condition of contract called the “Letter of Award”) shall prescribe the amount which DSYS will pay to the Successful Bidder in consideration of the execution of work/services by them as prescribed in the contract.

14.3 The Successful Bidder will be required to commence the assignment at the earliest as communicated by DSYS in this regard.

14.4 The Successful Bidder will be required to execute the contract for the services within a period of fifteen (15) days from the date of issue of Letter of Award.

15. Performance Security

Performance Security

1. The Successful Bidder shall be required to furnish a Performance Security prior to signing the contract (for an amount which is 10% of total project cost) in the form of Bank Guarantee from a
scheduled Bank in an acceptable form in favour of ‘Sports & Youth Services Department, GoO.’ payable at Bhubaneswar. The Performance Security shall remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the Successful Bidder accordingly. The format for BG for Bid Security is provided at Annexure-IX.

11. Failure of the Successful Bidder to comply with the requirements of the above clauses shall constitute sufficient grounds or the annulment of the award and other actions as deemed necessary.

16. Schedule of Bidding Process

DSYS would endeavour to adhere to the following schedule:

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Activity Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Issue of RFP</td>
<td>December 13, 2019</td>
</tr>
<tr>
<td>2.</td>
<td>Last date for submission of queries</td>
<td>December 19, 2019</td>
</tr>
<tr>
<td>3.</td>
<td>Pre-proposal meeting*</td>
<td>December 20, 2019, 03.00 PM</td>
</tr>
<tr>
<td>4.</td>
<td>DSYS’s response to queries</td>
<td>December 21, 2019</td>
</tr>
<tr>
<td>5.</td>
<td>Last Date for Submission of Bids</td>
<td>December 23, 2019, 03.00 PM</td>
</tr>
<tr>
<td>6.</td>
<td>The date for Opening of Technical Bids</td>
<td>December 23, 2019, 04.00 PM</td>
</tr>
<tr>
<td>7.</td>
<td>The date for Presentation</td>
<td>December 26, 2019**</td>
</tr>
<tr>
<td>8.</td>
<td>The date for Opening of Financial Bids</td>
<td>December 26, 2019**</td>
</tr>
</tbody>
</table>

* Venue of the Pre-Proposal Meeting:
Conference Hall
Sports & Youth Services Department,
Govt. of Odisha,
C-1 Nayapalli, Bhubaneswar-751012

**Timings will be intimated via email.
ELIGIBILITY CRITERIA:

This is a limited tender where RFP is floated to the following Event Management Agencies that have been empaneled by SAI.

i) M/S DNA Entertainment Network Pvt. Ltd.
ii) M/S Encompass Events Pvt. Ltd.
iii) M/S Fountainhead Entertainment Pvt. Ltd.
iv) M/S SV Edusports Pvt. Ltd.

EVALUATION CRITERIA:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Criteria</th>
<th>Marks</th>
<th>Document/Evidence Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Relevant experience of Agency in undertaking similar Opening Ceremony:</td>
<td>20</td>
<td>Work Order/Client Certificate/ Completion Certificate/ Certificate from Statutory Auditor</td>
</tr>
<tr>
<td></td>
<td>o 1 similar assignment - 10 marks</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>o 2 similar assignments - 15 marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>o More than 2 similar assignments - 20 marks</td>
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<tr>
<td>2</td>
<td>Relevant experience of the following Agency Personnel in managing opening ceremony of an International/ National repute/ Sports Events. (1 mark each for every event of International Repute and 0.5 Marks each for every National repute/sports event)</td>
<td>20</td>
<td>Completion certificate/Appointment Letter / Accreditation</td>
</tr>
<tr>
<td></td>
<td>o Creative Head: 4 Marks</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>o Production Head: 4 Marks</td>
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<td></td>
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<tr>
<td></td>
<td>o Technical Designer (Sound): 4 Marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>o Technical Designer (Lights): 4 Marks</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>o Choreographer: 4 Marks</td>
<td></td>
<td></td>
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<tr>
<td>3</td>
<td>Technical Presentation: Evaluation of Creative Theme and Innovation</td>
<td>20</td>
<td></td>
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<tr>
<td>4</td>
<td>Quality of the artists, MC, Performers</td>
<td>20</td>
<td></td>
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<tr>
<td>5</td>
<td>Décor, Props, Firework, Pyros, Lighting effects</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>100</td>
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<tr>
<td>Passing Marks</td>
<td></td>
<td>70</td>
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</tbody>
</table>

Note: Presentation should not include any financial details.

TERMS OF REFERENCE

1. Project Background

The Ministry of Youth Affairs and Sports (MYSAS) Government of India, the Sports & Youth Services Department, Govt. of Odisha, Association of India Universities and the Sports Authority of India, intend to jointly conducting the first edition of the ‘Khelo India University Games’ (‘KIUG’).
under the ‘Khelo India’ initiative. The event is scheduled to be held in various locations in and around KIIT University, Bhubaneswar from 22nd February 2020 – 1st March 2020 and will be organized in the U-25 age group with participation from 28 (twenty-eight) states and 9 (nine) Union Territories of India. The dates mentioned here are tentative and change (if any) in the same will be communicated to the bidders through email/website i.e. www.sportsodisha.gov.in. This will be a multi-day, multi-sport event.

2. Objective:

The objective of Khelo India University Games 2020 (KIUG 2020) to engage an Event Management Agency (EMA), who can conduct a Grand Opening Ceremony for the Games (hereafter also called as “EMA-OC”). This RFP is specifically for engagement of an EMA-OC. Overall scope of services for Event Management of KIUG 2020 is not included in the Scope of Work of this RFP. There shall be separate RFIs for different functional areas. The successful bidder of this RFP shall cooperate with all the Event Management Agencies hired for conduct of KIUG 2020.

3. Scope of Services

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Particular</th>
<th>Scope of Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Opening Ceremony</td>
<td>The EMA-OC will conceptualize, organize, manage, fabricate and execute the Opening Ceremony for Khelo India University Games on 22nd February 2020 (as per the indicative Scope mentioned below). The venue for the ceremony will be the KIIT University, Bhubaneswar and the budget of the Opening Ceremony should not exceed INR 5 Cr. All inclusive of taxes. Major Scope Elements for the Opening Ceremony are listed below: 1. The Opening Ceremony will be Conceptualized, Planned, Designed, Organized, Produced, Coordinated, Directed, Managed, Executed and Delivered within a period of 80-90 minutes (including speeches by VIPs etc.) in which the core cultural program would be of 60 minutes duration. Minimum two acts in the themes of the proposed acts should be befitting not only to the cultural &amp; social background of Odisha but also portray the holistic development of the State in recent times in sports and tourism. The Agency must ensure a seamless transition from one act to another and the proposal should NOT give an impression of acts being forcefully stitched together. 2. Sourcing, appointing, directing and managing of performers and other creative elements of the ceremonies in tandem with KIUG 2020. 3. Monitoring the day-to-day operations for the ceremony. 4. Logistics and production planning for the ceremony. 5. Ensuring adherence to all the policies related to the Risk Management, Manpower Management, Safety Management, etc.</td>
</tr>
</tbody>
</table>
6. Liaison with concerned authorities for effective venue management planning, coordination, and execution.

7. All activities to be conducted in relation to the Opening Ceremony are to be created, planned and managed as part of the Ceremony responsibilities, included but not limited to VIP welcome, to interact with the cultural departments, coordinating time for arrival, departure, and marshalling of the athletes and officials for Opening Ceremony, including catering services for the crew and performers for rehearsals and the Opening Ceremony.

8. The successful bidder shall ensure, through high-quality communication and reporting (in writing), that KIUG 2020 is kept informed of issue(s), if any, that may arise and necessitate changes in the scope, variation or delays.

9. Ensure smooth execution production and delivery of the Ceremony in accordance with the requirements of the KIUG 2020.

10. Ceremony venue seating layout and planning

11. Sourcing, Accommodation, Catering & Transportation of Artistes

12. VIP Management: Co-ordination with the Event Management Agency hired for KIUG 2020 (hereafter called EMA KIUG 2020) with regard to Invitations sent out & list of VIPs & dignitaries in attendance for the Opening Ceremony. VIP Management also includes “host & usher services” to ensure appropriate service levels to the honored guests.

13. Press Operations: Co-ordination with the EMA KIUG 2020 to ensure that the Media Personnel and Press Operations function are effectively incorporated into the Opening Ceremony.

14. Security Verification: Co-ordination with the EMA KIUG 2020, State Govt. Police & SPG to ensure that the relevant police verification has been conducted for smooth conduct of the Opening Ceremony.

15. Broadcast Partner: Co-ordination with Broadcast partner to ensure that all parameters for the broadcast of the event have been covered.

16. Vehicle Movement: Identification of parking facilities for VIPs Officials Media, etc in close co-ordination with EMA KIUG 2020 for Transportation and City Police

17. Venue Signage: Co-ordinate with the EMA KIUG 2020 to ensure that the direction signage to the venue are deployed and installed in time clearly marking the routes to and from the venue. Also, to ensure installation of in-venue signage for the Opening Ceremony. The signage shall be of Fluorescent material for easy visibility in the night.

18. Crowd Management: To plan & manage the entry/exit points, other access control points, to manage the spectators at the venue during the
event and during the catering to ensure discipline is maintained at all times.

19. Records Management: Consisting of Delivery Receipts, Inventory Records, Movement of equipment, FFE, and any other item for the successful delivery of the event, to record all operations and activities with relevant photo/documentary evidence to ensure smooth payments.

20. Reporting and Documentation: This is an important aspect of Event Management. The Agency is expected to create & maintain detailed reports for the Opening Ceremony, including but not limited to Production reports, Inventory reports, Work-force (Artists) Planning & Deployment & Legacy Reports with photographs.

<table>
<thead>
<tr>
<th>Core Production Elements</th>
<th>Task</th>
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<tbody>
<tr>
<td>(i) VVIP Dias (With Back Drop)</td>
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<tr>
<td>(ii) Flags (big &amp; small to be used in multiple segments)</td>
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<tr>
<td>(iii) Main Stage Set-up</td>
<td></td>
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<td>(iv) Ceremonial bands</td>
<td></td>
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<tr>
<td>(v) Trussing structures as required</td>
<td></td>
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<tr>
<td>(vi) Gensets /power back up</td>
<td></td>
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<tr>
<td>(vii) Mechanical equipment as required for structures and production</td>
<td></td>
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<tr>
<td>(viii) Lights (intelligent lighting, moving lights, conventional lights, moving head, color changers, gobos, etc.)</td>
<td></td>
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<tr>
<td>(ix) High end audio video reproduction equipment (high definition projection systems, acoustics, surround sound system)</td>
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<tr>
<td>(x) Mobilization of Mascots (ceremony sequence)</td>
<td></td>
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<tr>
<td>(xi) Audio Visual content complimenting the overall theme and concept</td>
<td></td>
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<td>(xii) Games Torch</td>
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<tr>
<td>(xiii) World class light display / show</td>
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<tr>
<td>(xiv) Theme Song (Vocal &amp; instrumental versions)</td>
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<tr>
<td>(xv) Theme video</td>
<td></td>
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<tr>
<td>(xvi) Rigging</td>
<td></td>
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<td>(xvii) Composition</td>
<td></td>
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<tr>
<td>(xviii) Recording</td>
<td></td>
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<tr>
<td>(xix) Lyrics (xx) Theme Song</td>
<td></td>
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<tr>
<td>(xxi) Overall ceremony venue Decor</td>
<td></td>
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<tr>
<td>(xxii) Pyrotechnics/Fireworks</td>
<td></td>
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<tr>
<td>(xxiii) Interactive Kits for spectators Job</td>
<td></td>
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<tr>
<td>(xxiv) Creative Consultant</td>
<td></td>
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<tr>
<td>(xxv) Performance by Bollywood Celebrity</td>
<td></td>
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<tr>
<td>(xxvi) Performance involving National and Local Sports Icons</td>
<td></td>
</tr>
<tr>
<td>(xxvii) Artists (Mass cast, dance troupes, singers, performers etc.)</td>
<td></td>
</tr>
<tr>
<td>(xxviii) Choreographer</td>
<td></td>
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<tr>
<td>(xxix) Props</td>
<td></td>
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<tr>
<td>(xxx) Costumes</td>
<td></td>
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<tr>
<td>(xxx) Rehearsals</td>
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<td>(xxx) Podium</td>
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<td>(xxxii) Acoustics</td>
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<td>(xxxiv) Cabling</td>
<td></td>
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<tr>
<td>(xxxv) Insurance</td>
<td></td>
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</tbody>
</table>
(xxxvi) Local Communication and Transportation

Note: The aforesaid list is indicative & not exhaustive in nature. The Bidder is free to add any other necessary arrangements that may be required for the production and implementation of the Ceremony in consultation with the KIUG 2020.
Annexure-A

Format of Pre-Proposal Queries

To
Deputy Secretary
DSYS, GoO,
Sports & Youth Services Department,
Govt. of Odisha,
C-1 Nayapalli,
Bhubaneswar 751012.

Sub: Engagement of an Event Management Agency for Opening Ceremony of Khelo India University Games

Ref: RFP No. ..............................................

Dear ...

The following are the Clarifications and Comments from the Terms and Conditions and Scope of Work for the subject RFP. These Clarifications are exhaustive.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Clause No. and Page reference</th>
<th>RFP text</th>
<th>Query</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2</td>
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<td>...</td>
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</tr>
</tbody>
</table>

Yours faithfully,

Authorized Signatory
(with Name, Designation, Contact no. and Seal)

Note:
On the Letterhead of the Bidder.
Annexure-I

Tender Submission Letter

To

CEO, HPC
Sports & Youth Services Department (DSYS),
Government of Odisha
C-1, Nayapalli,
Bhubaneswar – 751012

Sub: 'Engagement of an Event Management Agency for Opening Ceremony of Khelo India University Games'

Ref: RFP No. ...........................................

I/ We, the undersigned, offer to provide the above services to DSYS. We are hereby submitting our bid, in a sealed envelope.

I/We, hereby declare that:

(a) We are enclosing and submitting herewith our Bid, with the details as per the requirements of the tender, for your evaluation and consideration.

(b) I/We have read carefully the terms and conditions of the tender document attached hereto and hereby agree to abide by the said terms and conditions.

(c) The bid is unconditional.

(d) I/We undertake that documents submitted are genuine/authentic and nothing material has been concealed. I/We understand that the contract is liable to be cancelled, if it is found to be having obtained, through fraudulent means/concealment of information.

(e) We shall make available to the DSYS any additional information it may find necessary or require to clarify, supplement or authenticate the Bid.

(f) Until a formal agreement is prepared and executed, acceptance of this tender document shall constitute a binding contract between DSYS and us subject to the modifications, as may be mutually agreed to, between DSYS and us.

(g) We agree to keep this bid valid for acceptance for a period of one hundred twenty (120) days from the date of opening the bid.

We understand that the DSYS is not bound to accept any tender that the DSYS receives.

Yours faithfully,

Authorised Signatory
(with Name, Designation, Contact no. and Seal)

Note: On the Letterhead of the Bidder.

Page 15 of 48
Annexure-II

Bidder's Authorization Certificate

To
Deputy Secretary
DSYS, GoO,
Sports & Youth Services Department,
Govt. of Odisha,
C-1 Nayapalli,
Bhubaneswar-751012

Sub: 'Engagement of an Event Management Agency for Opening Ceremony of Khelo India University Games'

Ref: RFP No. ……………………………

Dear ……..

1/ We [Name/ Designation] hereby declare/ certify that [Name/ Designation] is hereby authorised to sign relevant documents on behalf of the company/ firm in dealing with tender No. …………………………… dated ………. He/ She is also authorised to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Authorised Signatory: - …………………………… Verified Signature: -

Seal of the Organisation: -

Date: -

Place: -

Note: Please attach the valid power of attorney in favour of the person signing this authorisation letter.
Annexure-III

Performa for Affidavit
(on non-judicial stamp paper of Rs. 100/-)

I, _______ Proprietor/Director/Partner of the firm M/s.______ do hereby solemnly affirm that our firm M/s.______ has never been blacklisted/debarred by any organization/office and there has not been any work cancelled against them for poor performance in the last three years reckoned from the date of invitation of Bid.

Name of the Bidder

Signature of the Authorised Signatory

Name of the Authorised Signatory

Place: ____________________
Date: ____________________
## Annexure-IV

### Information on Bidder’s Organisation

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Particulars</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of the Bidder</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Address of the Bidder</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Incorporation status of the Bidder (Company or Firm)</td>
<td>(Relevant Certificate to be submitted in Technical Bid)</td>
</tr>
<tr>
<td>4.</td>
<td>Year of Establishment</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Valid GST Registration No. (Copy of certificate to be submitted)</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Permanent Account No. (PAN) (Copy of PAN Card to be submitted)</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Name and Designation of the contact person to whom all references shall be made regarding this Bid</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Telephone No. (with STD Code)</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>E-mail id of the Contact Person</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Fax No. (with STD Code)</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Website (if any)</td>
<td></td>
</tr>
</tbody>
</table>

Name of the Bidder

Signature of the Authorised Signatory

Name of the Authorised Signatory

Place: __________

Date: __________
Annexure-V

Section 1: Relevant Experience in Similar Assignments

Experience of Agency in providing Operations and maintenance services for minimum 6 months

The agency/firm should have at least six Months' experience and 1 project of relevant experience.

Relevant experience should include: Managing, Planning & Executing Opening Ceremony of International/National Repute/Sports Event (both for private and government).

<table>
<thead>
<tr>
<th>S. No</th>
<th>Description of Project / Scope of the work</th>
<th>Contract Duration (Start: MM/YY End: MM/YY)</th>
<th>Name &amp; address of the Client</th>
<th>Total Value of the Contract (INR)</th>
<th>Number of Core Team staff provided (if any)</th>
<th>Number of Professional Staff managed under the contract</th>
<th>Evidence attached (Work Orders/ Completion Certificate/ Contract/ etc.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
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<tr>
<td>3.</td>
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<tr>
<td>4.</td>
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<tr>
<td>5.</td>
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</tr>
</tbody>
</table>

Supporting documents such as copies of documents as stipulated in the Eligibility Criteria to be attached. Assignments that are not supported by documentary evidence shall not be considered for evaluation.

Section 2: Core Team's Qualifications and Experience:

<table>
<thead>
<tr>
<th>SNo</th>
<th>Designation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Creative Head</td>
</tr>
<tr>
<td>2</td>
<td>Technical Designer (Sound)</td>
</tr>
<tr>
<td>3</td>
<td>Production Head</td>
</tr>
<tr>
<td>4</td>
<td>Technical Designer (Light)</td>
</tr>
<tr>
<td>5</td>
<td>Choreographer</td>
</tr>
</tbody>
</table>

Please provide clear and concise CVs/Resume of proposed team highlighting relevant qualifications and experience related to this assignment.
Generic or unclear CV's and Resume's not customised for this assignment may be scored low.

CURRICULUM VITAE (CV)

<table>
<thead>
<tr>
<th>Position Title and No.</th>
<th>[e.g., TEAM LEADER]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Expert:</td>
<td>[Insert full name]</td>
</tr>
<tr>
<td>Date of Birth:</td>
<td>[day/month/year]</td>
</tr>
<tr>
<td>Country of Citizenship/Residence</td>
<td></td>
</tr>
</tbody>
</table>

Education: [List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained]

Employment record relevant to the assignment: [Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.]

<table>
<thead>
<tr>
<th>Period</th>
<th>Employing Organisation and your title/position. Contact info for references</th>
<th>Country</th>
<th>Summary of activities performed relevant to the Assignment</th>
</tr>
</thead>
<tbody>
<tr>
<td>[e.g., May 2005-present]</td>
<td>[e.g., Ministry of .........., advisor/consultant to... For references: Tel................./e-mail.........; Mr. xxxxxx deputy minister]</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Language Skills (indicate only languages in which you can work):

Experts' contact information: (e-mail....................... , phone..................)

Certification:
I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

[day/month/year]

Name of Expert: [Signature] [Date]

Name of authorised: [Signature] [Date]

The representative of the Consultant (the same who signs the Proposal)
Section 3: Approach and Methodology

The bidder is expected to provide a detailed Approach and Methodology clearly encapsulating its understanding of the RFP, objectives and tasks expected. This should not exceed a maximum of 20 pages.

1. **Technical Approach and Methodology.**
   
   [Please explain:
   - your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs),
   - the technical approach and the methodology you would adopt for implementing the tasks to deliver the expected output(s),
   - the role of the Core Team (based on their prior experience in similar projects),
   - the approach for smooth transition of professionals and support staff from the existing service provider and recruitment of experts for vacant positions.
   (Please do not repeat any the TORs in here.)
   ]

2. **Work Plan.**

   [The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR, and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered.]

3. **Value Adds (if any without any financial implications to the project)**

   [Please state the value adds you bring to the assignment, based on an actual provision in other assignments, if any]

Name of the Bidder

Signature of the authorised signatory: ____________________

Name of the Authorised Signatory: ____________________

Date: ____________________

Place: ____________________
Annexure-VI

Format of Financial Bid Letter

To:
Deputy Secretary
DSYS, GoO,
Sports & Youth Services Department,
Govt. of Odisha,
C-1 Navapalli,
Bhubaneswar 751012.

Sub: ‘Engagement of an Event Management Agency for Opening Ceremony of Khelo India University Games’

Ref: RFP No.____________________

Dear....

Having examined the Bidding Document placed along with tender, we, the undersigned, offer to provide the above services in conformity with the said RFP document and we herewith submit our Financial Bid.

We offer to provide the Services for the sum of Rs.................(Rupees.................) excluding of all applicable taxes in accordance with the Price quoted as part of Financial Bid attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to provide Performance Bank Guarantee for the above purpose within the stipulated time schedule.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by DSYS upto the period prescribed in the Bid which shall remain binding upon us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India.

We have complied with all the terms and conditions of the RFP. We understand and accept that you are not bound to accept the lowest or any Bid you may receive.

Dated this __________________ Day of ______________ 2019.

Name of the Bidder

Signature of the Authorised Signatory

Name of the Authorised Signatory

Place: ____________
Summary of Costs:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Element</th>
<th>Cost in INR</th>
<th>Taxes (if Any)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Ceremony Management Fees</td>
<td>Xxx</td>
<td>Xxx</td>
<td>Xxx</td>
</tr>
<tr>
<td>2.</td>
<td>Production Cost</td>
<td>Xxx</td>
<td>Xxx</td>
<td>Xxx</td>
</tr>
<tr>
<td>3.</td>
<td>Any Other Incidental Cost</td>
<td>Xxx</td>
<td>Xxx</td>
<td>Xxx</td>
</tr>
<tr>
<td></td>
<td>Grand Total</td>
<td></td>
<td></td>
<td>Xxx</td>
</tr>
</tbody>
</table>

Grand Total = ............................................ (in words..................)

All work should be carried out in consultation with designated committee of DSYS & KIUG 2020. The bidders are advised to conduct physical visits to the venue(s) for proper assessment of cost of items.

Note:

a) No conditions should be attached to the Commercial proposal.

b) The amount should be quoted in both figure and words. In case of discrepancies in the prices mentioned in the figure and word, the prices mentioned in the words shall be considered as final price.

To assist the presentations, the Bidders will also be expected to give detailed technical specifications of the proposed elements in the following format:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Element</th>
<th>Technical Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td></td>
<td></td>
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<tr>
<td>C</td>
<td></td>
<td></td>
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<tr>
<td>D</td>
<td></td>
<td></td>
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<tr>
<td>E</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F.....</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1/We accept all the terms and conditions of your Bidding document referred to above. GST at applicable rates will be paid extra.
1/ We understand you are not bound to accept any proposal you receive.

Name of the Bidder

Signature of the Authorised Signatory

Name of the Authorised Signatory

Place: __________________________
Annexure-VII

DRAFT FORM OF CONTRACT

CONTRACT

for

Engagement of an Event Management Agency for Khelo India University Games
Contract No. ...........................................

Between

DSYS, GoO

and

XXXXXX

Dated: XX XXXXX 2019/2020
Contents

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   1. General Provisions 4
   2. Commencement, Completion, Modification and Termination of Contract 7
   3. Obligations of the Agency 11
   4. Agency's Personnel and Sub-EMAs 14
   5. Obligations of the Employer 15
   6. Payments to the Agency 16
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   8. Settlement of Disputes 18
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   Appendix B - Reporting Requirements 25
   Appendix C - Staffing Schedule 25
   Appendix D - Cost Estimates in Foreign Currency 25
   Appendix E - Duties of the Employer 25
   Appendix F - Performance Bank Guarantee
1. CONTRACT

This CONTRACT (hereinafter called the “Contract”) is made on XXXXXX 2020, between Department of Sport and Youth Services, GoO (hereinafter called the “Employer”), of the First Part and, XXXXXXXXXXXXXXXX (hereinafter called the “Event Management Agency”) of the Second Part.

WHEREAS

(a) the EMA, having represented to the “Employer” that he has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this contract;

(b) the “Employer” has accepted the offer of the EMA to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

   (a) The General Conditions of Contract;

   (b) The Special Conditions of Contract;

   (c) The following Appendices:

       Appendix A: Description of Services
       Appendix B: Reporting Requirements
       Appendix C: Staffing schedule
       Appendix D: Cost Estimates
       Appendix E: Duties of the “Employer”
       Appendix F: Performance Bank Guarantee

2. The mutual rights and obligations of the “Employer” and the EMA shall be as set forth in the Contract, in particular:

   (a) the EMA shall carry out and complete the Services in accordance with the provisions of the Contract; and

   (b) the “Employer” shall make payments to the EMA in accordance with the provisions of the Contract.

Request for Proposal (RFP) Document, pre-bid clarifications if any and financial proposal shall form part of this contract agreement.

IN WITNESS WHEREOF, the Parties hereto have signed in their respective names as of the day and year first above written.

For and on behalf of DSYS

__________________________________________
Deputy Secretary (RL), GoO

For and on behalf of XXXXXXXXXXXXXXXXXXX

Designation.

Witness

1.                                      2.

Page 27 of 48
II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

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

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

(b) “EMA” means [Name of Agency] that will provide the Services to the “Employer” under the Contract.

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

(d) “Day” means calendar day.

(e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.

(f) “Foreign Currency” means any currency other than the currency of the “Employer’s country.

(g) “GC” means these General Conditions of Contract.

(h) “Government” means the Government of Odisha.

(i) “Local Currency” means Indian Rupees.

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

(k) “Party” means the “Employer” or the EMA, as the case may be, and “Parties” means both of them.

(l) “Personnel” means professional services provided by the EMA assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).

(m) “Reimbursable expenses” means all assignment-related costs as admissible to be reimbursed [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].

(n) “SC” means the Special Conditions of Contract by which the GC as may be amended or supplemented with the approval of the parties.

(o) “Services” means the work to be performed by the EMA pursuant to this Contract, as described in Appendix A hereto.

(p) “Sub-EMAs” means any person or entity to whom/which the EMA subcontracts any part of the Services, with the approval of the Employer.
(q) "Third Party" means any person or entity other than the "Employer", or the EMA.
(r) "In writing" means communicated in written form.

1.2. Relationship Between the Parties

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

For the limited purpose of purchasing materials and engaging the services of the Third Parties, which are necessary for providing the Services under this Agreement, Employer hereby appoints EMA as its Limited Agent.

Save and except for the "Limited Agency" created under this Agreement, EMA agrees that it is an independent Party and that neither party is the legal representatives of the other and further, EMA Personnel and other Third Party engaged to perform Services under this Agreement are not the employees of Employer.

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

1.4. Headings: The headings shall not limit, alter or affect the meaning of this Contract.

1.5. Notices

1.5.1 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 in the SC.

1.5.2 A Party may change its address for notice, hereunder by giving the other Party sufficient time in notice in writing of such change to the address specified in the SC.

1.6. Location: The Services shall be performed mostly in Bhubaneswar and where the location of a particular task is not so specified, at such locations, as the "Employer" may approve.

1.7. Authority of Lead Partner: In case the EMA consists of a joint venture/consortium/association of more than one entity, the Members hereby authorize the entity specified (Lead EMA) in the SC to act on their behalf in exercising all the EMA's rights and obligations towards the "Employer" under this Contract, including without limitation the receiving of instructions and payments from the "Employer". However, each member or constituent of Consortium of EMA shall be jointly and severally liable for all obligations of the EMA under the Contract.
1.8. **Authorized Representatives**: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the "Employer" or the EMA may be taken or executed by the officials specified in the SC.

1.9. **Taxes and Duties**: The EMA, shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.10. **Fraud and Corruption**

1.10.1 **Definitions**: It is the Employer's policy to require that Employer as well as EMAs observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

(iii) "collusive practices" means a scheme or arrangement between two or more EMAs, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;

(iv) "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;

1.10.2 **Measures to be taken by the Employer**

a) The Employer may terminate the contract if it determines at any time that representatives of the EMA were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the EMA having taken timely and appropriate action satisfactory to the Employer to remedy the situation;

b) The Employer may also issue sanction against the EMA, including declaring the EMA ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the EMA has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract;

1.10.3 **Commissions and Fees**

At the time of execution of the Contract, the Consult shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with
respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effective Date for Commencement of Contract: This Contract shall come into force and effect on the date (the “Effective Date”) of the “Employer’s notice to the EMA instructing the EMA “to begin carrying out the Services. This notice shall confirm that the conditions precedent and effective conditions, if any, listed in the SC have been met and/or shall be complied within the given time.

2.2 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period, after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty-one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect thereto.

2.3 Commencement of Services: The EMA shall begin carrying out the Services not later than the number of days, after the Effective Date specified in the SC.

2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

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

2.6 Modifications or Variations: (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

(b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

2.7 Force Majeure

2.7.1 Definition (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party'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 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 the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s Sub-EMAs or agents or employees, nor (ii) any event which a diligent Party 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.

(c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken: (a) A Party 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.

b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) 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.

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

d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the EMA, upon instructions by the “Employer”, shall either:

(i) demobilize, or

(ii) continue with the Services to the extent possible, in which case the EMA shall continue to be paid proportionately and on prorate basis, under the terms of this Contract.

(e) 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 GC 8.
2.8 **Suspension:** The “Employer” may, by written notice of suspension to the EMA, suspend all payments to the EMA hereunder if the EMA 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 EMA to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days from the date of communication to the EMA of such notice of suspension.

2.9 **Termination**

2.9.1.1 **By the “Employer”:** The “Employer” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause.

a) If the EMA fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinafore, within thirty (30) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing.

b) If the EMA becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.

c) If the EMA fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

d) If the EMA, on due investigation and in the judgement of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

e) If the EMA submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.

e) If the EMA places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.

f) If the EMA fails to provide the quality services as envisaged under this Contract. The Employer may review at its discretion if so decide to give one chance to the EMA to improve the quality of the services.

g) If, as the result of Force Majeure, the EMA is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

h) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.2 In such an occurrence as aforesaid the “Employer” shall give a not less than thirty (30) days’ written notice of termination to the EMA, and sixty (60) days’ in case of the event referred to in (h).
2.9.2 By the EMA: The EMA may terminate this Contract, by not less than thirty (30) days' written notice to the “Employer”, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

a) If the “Employer” fails to pay any money due to the EMA pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the EMA that such payment is overdue.

b) If, as the result of Force Majeure, the EMA is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

c) If the “Employer” fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

d) If the “Employer” is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the EMA may have subsequently agreed to in writing) following the receipt by the “Employer” of the EMA's notice specifying such breach.

2.9.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 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 3.3 hereof, (iii) the EMA’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

2.9.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the EMA 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 EMA and equipment and materials furnished by the “Employer”, the EMA shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the “Employer” shall make the following payments to the EMA:

a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h)(i) hereof for Services satisfactorily performed as per the agreed scope prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;

b) If the agreement is terminated pursuant to Clause 2.9.1 (a) to (f), the EMA shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” 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 the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The EMA will be required to pay any such liquidated damages to client within 30 days of termination date.

2.9.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE EMA

3.1 General

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

3.2 Conflict of Interests: The EMA shall hold the “Employer’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 EMA shall promptly disclose the same to the Employer and seek its instructions.

3.2.1 EMA not to benefit from Commissions, Discounts, etc.: (a) The payment of the EMA pursuant to Clause GC 6 hereof shall constitute the EMA’s only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the EMA 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 EMA shall use its best efforts to ensure that any Sub-EMAs, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

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

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3.2.2 EMA and Affiliates Not to Engage in Certain Activities: The EMA agrees that, during the term of this Contract and after its termination, the EMA and any entity affiliated with the EMA, as well as any Sub-EMAs and any entity affiliated with such Sub-EMAs, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the EMA’s Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities: The EMA shall not engage, and shall cause their Personnel as well as their Sub-EMAs and 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.

3.3 Confidentiality: Except with the prior written consent of the “Employer”, the EMA and the 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 EMA and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4.1 Liability of the EMA: Subject to additional provisions, if any, set forth in the SC, the EMAs’ liability under this contract shall be provided by the Applicable Law.

3.4.2 Insurance to be Taken out by the EMA: The EMA (i) shall take out and maintain, and shall cause any Sub-EMAs to take out and maintain insurance, at their (or the Sub-EMAs’, as the case may be) own cost but on terms and conditions approved by the “Employer”, insurance against the risks, and for the coverages specified in the SC, and (ii) at the “Employer’s request, shall provide evidence to the “Employer” showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.5 Accounting, Inspection and Auditing:
EMA agrees to keep full and proper records of all third-party invoices and travel expenses that support charges that have been billed to Employer pursuant to this Agreement (“Records”). Any such Records shall be kept for a period of not less than twelve (12) months after the relevant transaction or, if the EMA/Employer relationship terminates or expires, twelve (12) months after the effective date of the termination or expiration, whichever comes first. Upon thirty (30) days prior notice to EMA, Employer or its authorized representatives will be entitled to have such Records examined during EMA’s normal business hours, provided however, that only Records directly applicable to the Advertising Services performed pursuant to this Agreement shall be available for such examination. Under no circumstances will Employer have access to EMA’s general ledger information, EMA overhead or profitability data or to payroll, salary or bonus information, or timesheets or other employee, personnel, and/or individual compensation records, or information indicating the date of payment by EMA of third party invoices, or internal or external EMA correspondence or communications regarding the keeping of client’s records or regarding any other client audit.

3.6 EMA’s Actions Requiring “Employer’s Prior Approval: The EMA shall obtain the “Employer’s prior approval in writing before taking any of the following actions:
(a) Any change or addition to the Personnel listed in Appendix C.

(b) Subcontracts: the EMA may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the "Employer". Notwithstanding such approval, the EMA shall always retain full responsibility for the Services. In the event that any Sub-EMAs are found by the "Employer" to be incompetent or incapable or undesirable in discharging assigned duties, the "Employer" may request the EMA to provide a replacement, with qualifications and experience acceptable to the "Employer", or to resume the performance of the Services itself.

3.7 Reporting Obligations: The EMA shall submit to the "Employer" the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

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

3.9 Equipment, Vehicles and Materials Furnished by the "Employer"'s Equipment, vehicles and materials made available to the EMA by the "Employer", or purchased by the EMA wholly or partly with funds provided by the "Employer", shall be the property of the "Employer" and shall be marked accordingly. Upon termination or expiration of this Contract, the EMA shall make available to the "Employer" an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the "Employer"'s instructions. While in possession of such equipment, vehicles and materials, the EMA, unless otherwise instructed by the "Employer" in writing, shall insure them at the expense of the "Employer" in an amount equal to their full replacement value.

Equipment and Materials Provided by the EMAs: Equipment or materials brought into the Government's country by the EMA and the Personnel and used either for the Project or personal use shall remain the property of the EMA or the Personnel concerned, as applicable.
4. Event Management Agency

4.1 General: The EMA shall employ and provide such qualified and experienced Personnel as are required to carry out the Services as are approved by the Employer.

4.2 Description of Personnel: (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the EMA’s Key Personnel are as per the EMA’s proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the “Employer”, his/her name is listed as well.

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the EMA by written notice to the “Employer”, 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 6.1(b) of this Contract. Any other such adjustments shall only be made with the “Employer’s written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by a separate agreement in writing between the “Employer” and the EMA. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3 Approval of Personnel: The Key Personnel and Sub-EMAs listed by title as well as by name in Appendix C are hereby approved by the “Employer”. In respect of other Personnel which the EMA proposes to use in the carrying out of the Services, the EMA shall submit to the “Employer” for review and approval a copy of their Curricula Vitae (CVs).

4.4 Resident Project Manager: If required by the SC, the EMA shall ensure that at all times during the EMA’s performance of the Services a resident project manager, acceptable to the “Employer”, shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE “EMPLOYER”

5.1 Assistance and Exemptions: Unless otherwise specified in the SC, the “Employer” shall use its best efforts to ensure that the Government shall:

a) Provide the EMA with work permits and such other documents as shall be necessary to enable the EMA to perform the Services.

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

c) Provide to the EMA any such other assistance as may be specified in the SC.
5.2 Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the EMA for providing the services, i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the EMA in performing the Services, the remuneration and reimbursable expenses otherwise payable to the EMA under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.3 Services, Facilities and Property of the “Employer”: (a) The “Employer” shall make available to the EMA and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix E at the times and in the manner specified in said Appendix E.

(b) In case that such services, facilities and property shall not be made available to the EMA as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the EMA for the performance of the Services.

5.4 Payment: In consideration of the Services performed by the EMA under this Contract, the “Employer” shall make to the EMA such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.5 Counterpart Personnel: (a) If necessary, the “Employer” shall make available to the EMA free of charge such professional and support counterpart personnel, to be nominated by the “Employer” with the EMA’s advice, if specified in Appendix E.

(b) Professional and support counterpart personnel, excluding “Employer”’s liaison personnel, shall work under the exclusive direction of the EMA. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the EMA that is consistent with the position occupied by such member, the EMA may request the replacement of such member, and the “Employer” shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE EMA

6.1 Total Cost of the Services: (a) The total cost of the Services payable is set forth in Appendix D as per the EMA’s proposal to the Employer and as negotiated thereafter.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2(c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the EMA in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in
Clause GC.6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC.6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of Payment: All payments shall be made in Indian Rupees.

6.3 Terms of Payment: The payments in respect of the Services shall be made as follows:

a) Phase I – Advance Payment: 10% of the contract value will be made within 10 days after signing of the contract subject to condition mentioned in clause 6.4. This Advance Payment shall be adjusted against the FA wise Invoices/bills raised by the successful Bidder.

b) Phase II – After consumption of 50% advance remitted in Phase I, subject to submission and acceptance of Utilisation Certificates (UCs), further 50% of the contract value as advance payment shall be released (subject to conditions of clause 6.4).

c) Phase III – Out of the 90% of the tendered cost, after adjustment of advances released in Phase-I and Phase II, remaining payment will be released subject to verification of Successful Completion (in terms of quantity, quality and timeline) from designated officers and FA Heads, according to the FA wise invoices/bills raised (as per actuals).

d) Phase IV – Final Payment: 10% of the contract value will be made after acceptance of all documentation and reports of the Event.

6.4 EMA to submit Bank Guarantee of equal amount for release of advance payment as per standards mentioned in General Financial Rules 2017 (GFR) issued by Ministry of Finance. This Bank Guarantee shall be returned after the whole amount is adjusted after settlement of Invoices.

6.5 Final Billing will be done on actual orders placed.

6.6 EMA has to ensure that any additional work done by the EMA has to be approved by the Khelo India Secretariat in writing, otherwise it will not be considered for payments.

6.7 All billed items are to be signed off by respective FA Head from SAI/ State regarding quantity, quality and successful completion as per agreed timelines. These need to be backed up by relevant evidence (Photographs, Videos, Lists signed off by Competent Authority).

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith: 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.

7.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree
that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement: Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.

8.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the EMA, 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 the Employer and the EMA, 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 Secretary of the Ministry of Rural Development. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

8.3 Arbitration proceedings shall be held in India at Bhubaneswar and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.4 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 the Employer and the EMA. 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.

9. LIQUIDATED DAMAGES

9.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.
9.2 The amount of liquidated damages under this Contract shall not exceed 2% of the total value of the contract as specified in Appendix D.

9.3 The liquidated damages shall be applicable under following circumstances:

a) If the deliverables are not submitted as per schedule, the EMA shall be liable to pay 2% of the total cost of the services for delay of each week or part thereof.

b) If the deliverables are not acceptable to the Employer and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the EMA shall be liable for Liquidated Damages for an amount equal to 2% of total cost of the services for every week or part thereof for the delay.

9.4 Notwithstanding anything to the contrary in this Agreement, in no event shall either Party be liable, whether in contract or in tort or otherwise for special, punitive, indirect or consequential damages, including without limitation, loss of profits or revenue arising under or in connection with this Agreement.

10. MISCELLANEOUS PROVISIONS:

(i) “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.

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

(iii) The EMA shall notify the Employer/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

(iv) Each member/constituent of the EMA, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.

(v) The EMA shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

(vi) The EMA shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the EMA's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the EMA.
(vii) The EMA shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employee, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the EMA, in respect of wages, salaries, remuneration, compensation or the like.

(viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.

(ix) 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 (EMA) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.
## III. SPECIAL CONDITIONS OF CONTRACT

<table>
<thead>
<tr>
<th>SC Clause</th>
<th>Ref. of GC Clause</th>
<th>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</th>
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<tbody>
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<td>1</td>
<td>1.5</td>
<td>The addresses are:</td>
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<td>Employer: ................</td>
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<td>The Authorized Representatives are:</td>
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<td>For the EMA: ................</td>
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<td>3</td>
<td>2.3</td>
<td>Commencement of Services: ........</td>
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<td>4</td>
<td>2.4</td>
<td>The time period shall be ................</td>
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<td>5</td>
<td>3.4.1</td>
<td>Limitation of the EMA's Liability towards the &quot;Employer&quot;</td>
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<td>Norwithstanding anything to the contrary in this Agreement, in no event shall the EMA be liable, whether in contract or in tort or otherwise for special, punitive, indirect or consequential damages, including without limitation, loss of profits or revenue or goodwill arising under or in connection with this Agreement.</td>
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<td>In any event, the overall aggregate liability of the EMA in respect of all claims and liabilities arising under this Agreement shall be limited to one Quarter Fees payable to the EMA under this Agreement.</td>
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<td>3.4.2</td>
<td>The risks and coverage shall be as follows:</td>
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<td>The Parties agree that the risks and coverages shall include but not be limited to the following:</td>
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<td>Professional liability insurance, with a minimum coverage equal to the total amount of the contract value except the out of pocket expenses. This liability shall be valid for a period of the two (2) years after completion of the services.</td>
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<td>6.3 (f)</td>
<td>The accounts are:</td>
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<td>8</td>
<td>1.5.2</td>
<td>The annual contract value will be paid quarterly based on actual number of Core Team, Professional/ Support Staff and reimbursable expenses.</td>
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<td>9</td>
<td>8.3</td>
<td>Any party may change the address for service of notice upon it, by a notice in writing one (1) week prior of such change to the other party.</td>
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<td>The Arbitration proceedings shall take place in Bhubaneswari, India.</td>
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</tbody>
</table>
APPENDIX A – DESCRIPTION OF SERVICES

APPENDIX B - REPORTING REQUIREMENTS

APPENDIX C – STAFFING SCHEDULE

APPENDIX D – COST ESTIMATES

APPENDIX E – Duties of the “Employer”

The Employer shall provide office spaces within the Employer’s office along with work stations, office equipments and stationery items needed for the three staff of the EMA as per Appendix C.

APPENDIX F – Performance Bank Guarantee
Annexure-VIII

Form of Bank Guarantee for Performance Security

To

Sports & Youth Services Department,
Govt. of Odisha,
C-1 Nayapalli,
Bhubaneswar 751012.

WHEREAS [Name and address of the Service Provider] (hereinafter called “the Agency”) has undertaken, in pursuance of Contract No. [Contract No.] dated [Date] to provide the services on terms and conditions set forth in this Contract [Name of contract and brief description of works] (hereinafter called the “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Agency shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Agency such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Agency up to a total of [amount of Guarantee] [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of Guarantee] as aforementioned without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contractor of the services to be performed thereunder or of any of the Contract documents which may be made between you and the Agency shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Agency or of the Bank.

"This guarantee shall also be operable at our.............. Branch at Bhubaneswar, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said
branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation."

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _________ (Rs. ________________) and the guarantee shall remain valid till _____________.

Unless a claim or a demand in writing is made upon us on or before ____________, all our liability under this guarantee shall cease.

Notwithstanding anything contained hereinabove,"

A. Our liability under this guarantee shall not exceed Rs. _________ (Rupees ________).
B. This bank guarantee shall be valid up to ____________.
C. We are liable to pay the guarantee amount or any part thereof under this bank guarantee only and only if you serve upon us, a written claim or demand on or before ____________.

Signature and Seal of the Guarantor __________________________

In the presence of

Name and Designation

1. __________________________
   (Name, Signature & Occupation)

Name of the Bank

Address

2. __________________________
   (Name & Occupation)
   Date: __________________________