



Reference No: SYS-CBII-CC-0061-2024/23145/SYS

Dated: 11/07/2024

*RFP for Engagement of Event Management Agency for 64th All Odisha State
Swimming Championship at Kalinga Stadium, Bhubaneswar*

(Limited Tender)

July 2024

Sports and Youth Services Department, Government of Odisha
Kalinga Stadium, Nayapalli, Bhubaneswar – 751012

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Notice for Request for Proposal

Sports and Youth Services Department, Government of Odisha
Kalinga Stadium, Nayapalli, Bhubaneswar – 751012

Ref No: **SYS-CBII-CC-0061-2024/23145/SYS**

Dated: 11/07/2024

Sports and Youth Services Department, Government of Odisha, invites sealed bids from empaneled Agencies for **‘RFP for Engagement of Event Management Agency for 64th All Odisha State Swimming Championship at Kalinga Stadium, Bhubaneswar.’**

Sl. No	Information	Details
1	Name of RFP	RFP for Engagement of Event Management Agency for 64 th All Odisha State Swimming Championship at Kalinga Stadium, Bhubaneswar, Bhubaneswar for Sports and Youth Services Department, Government of Odisha.
2	Type of RFP	Limited Tender for EMA Agencies empaneled by DSYS under Category C vide Ref No: SYS-SEB-MISCS-0001-2024-10048/SYS, dated 07th March 2024
3	Mode of tendering	Offline Tender
4	Opening of Bid and Financial Proposal	16-07-2024 (05:00 PM)
5	Tender Document Cost (non-refundable) including GST	Amount: INR 5,000 (Rupees Five Thousand only) Payable in DD/ Banker's Cheque only in favour of Joint Secretary, Sports and Youth Services Department, Government of Odisha' payable at Bhubaneswar. DD should reach DSYS, Government of Odisha (Addressed to: Sports and Youth Services Department, Government of Odisha, Kalinga Stadium, Nayapalli, Bhubaneswar, Odisha - 751012) on or before the Bid Due Date by registered post/courier.
6	EMD	The bidder shall deposit Earnest Money of INR. 50,000/- (Rupees Fifty Thousand only) through Demand Draft drawn in favor of "Department of Sports & Youth Services" payable at Bhubaneswar". The EMD shall be valid for 30 days beyond the Bid Validity period.

The sealed bid of the interested bidders should be submitted to the Sports and Youth Services Department, Government of Odisha (**Addressed to: Joint Secretary, Sports and Youth Services Department, Government of Odisha Kalinga Stadium, Bhubaneswar-751012**) on or before the Bid Due Date by hand delivery and placed in the drop box on 3rd floor, West Stand, Kalinga Stadium.

Sports and Youth Services Department, Government of Odisha reserves the right to cancel the bid at any time or amend/ withdraw any of the terms and conditions contained in the RFP Document without assigning any reason thereof.

Joint Secretary, DSYS

Data Sheet

Sl. No.	Activity Description	Details
1	RFP No. and Date of Availability of RFP	RFP No. SYS-CBII-CC-0061-2024/23145/SYS Date: 11 th July 2024
2	Bid and Financial Proposal Opening	16-07-2024 (05:00 PM)
3	Office Address - Venue for pre-bid meeting, opening and evaluation of Bids	Sports and Youth Services Department, Government of Odisha, Kalinga Stadium, Nayapalli, Bhubaneswar – 751012
4	Contact Details	Joint Secretary, Sports and Youth Services Department, Government of Odisha. Email ID: tender.dsys@odisha.gov.in
5	Method of Selection	L1 Based selection
6	Bid Validity Period	180 days

A. Disclaimer

1. This Request for Proposal (“RFP”) is neither an agreement nor an offer by Sports and Youth Services Department, Government of Odisha to the prospective bidders or any third party. The purpose of this RFP is to provide interested parties with information to facilitate the formulation of their Bid pursuant to this RFP.
2. This RFP includes statements, which reflect various assumptions and assessments arrived at by Sports and Youth Services Department, Government of Odisha. Such assumptions, assessments and statements do not purport to contain all the information that a party may require. This RFP may not be appropriate for all persons, and it is not possible for Sports and Youth Services Department, Government of Odisha to consider the particular needs of each party who reads or uses this RFP document. The assumptions, assessments, statements and information contained in this RFP document may not be complete, accurate, adequate or correct. Each bidder must, therefore, conduct its own investigations and analysis and should verify the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
3. Information provided in this RFP to the bidders is on a wide range of matters, some of which may depend upon interpretation of law. The information provided is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Sports and Youth Services Department, Government of Odisha accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
4. Sports and Youth Services Department, Government of Odisha, its employees and their agencies make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations, the law of contract, tort, principles of restitution or unjust enrichment or otherwise for any loss, damage, cost or expense which may arise from or be incurred or suffered in connection with this RFP, or any matter deemed to form part of this RFP, or arising in any way in relation to this RFP process.
5. Neither Sports and Youth Services Department, Government of Odisha nor their employees or their consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP. Sports and Youth Services Department, Government of Odisha also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

6. The bidder should confirm that the RFP document downloaded by them is complete in all respects, including all annexures and attachments, if any. In the event the document or any part thereof is missing, the Bidder shall notify Sports and Youth Services Department, Government of Odisha immediately at the following address:

Sports and Youth Services Department, Government of Odisha,
Kalinga Stadium, Nayapalli, Bhubaneswar, Odisha - 751012
Email: tender.dsys@odisha.gov.in

7. If no intimation is received within the last date for submission of Proposal, it shall be considered that the RFP Documents received by the Bidder is complete in all respects and that the bidder is fully satisfied with the RFP Documents.
8. No extension of time shall be granted to any Bidder for submission of its Proposal on the ground that the Bidder did not obtain the complete set of the RFP document.
9. This RFP and the information contained herein are strictly confidential and privileged and are for the exclusive use of the bidder to whom it is issued. This RFP shall not be copied or distributed by the recipient to third parties (other than, to the extent required by applicable law or in confidence to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this RFP). In the event after the issue of the RFP, the recipient does not continue with its involvement in the Bidding Process for any reason whatsoever, this RFP and the information contained herein shall be always kept confidential by such party and its professional advisors.
10. Sports and Youth Services Department, Government of Odisha may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the statements, information, assessment or assumptions contained in the RFP documents at any time during the RFP process. Agencies are expected to keep track of the same.
11. The bidders or any third party may not object to such changes/ modifications/ additions/ alterations as provided in Clause 10 above, explicitly or implicitly. Any such objection by the bidder shall make the bidder's bid liable for rejection by Sports and Youth Services Department, Government of Odisha. Further objection by any third party shall be construed as infringement on confidentiality and privileged rights of Sports and Youth Services Department, Government of Odisha with respect to this RFP.
12. Sports and Youth Services Department, Government of Odisha reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the proposals at any stage of the RFP process without assigning any

reasons. The decision of Sports and Youth Services Department, Government of Odisha shall be final and binding in this regard.

13. Bidders shall not make any public announcements with respect to the RFP process or the RFP document. Public announcements, if any, are to be made with respect to the RFP process or this RFP shall be made exclusively by Sports and Youth Services Department, Government of Odisha. Any breach by a bidder in this regard shall be deemed to be in non-compliance with the terms and conditions of this RFP and shall render the proposal liable for rejection. Sports and Youth Services Department, Government of Odisha's decision in this regard shall be final and binding on the bidder.
14. By responding to the RFP, the Bidder shall be deemed to have confirmed that it has fully satisfied and understood the terms and conditions of the RFP. The Bidder hereby expressly waives any and all claims in respect thereof.
15. The bid is not transferable.

B. Abbreviations

BG	Bank Guarantee
DSYS	Sports and Youth Services Department, Government of Odisha
EMD	Earnest Money Deposit
FY	Financial Year
GST	Goods and Services Tax
GSTIN	GST Identification Number
I/C	In-Charge
IFSC	Indian Financial System Code
INR	Indian Rupee/ Legal Tender currency of India
IT	Income Tax
JV	Joint Venture
LD	Liquidated Damages
LLP	Limited Liability Partnership
LOA	Letter of Award
NEFT	National Electronic Funds Transfer
RFP	Request for Proposal
PAN	Permanent Account Number
RTGS	Real Time Gross Settlement

C. Definitions and Interpretations

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

1. **“Applicable Laws”** means all laws, legislations, statutes, rules, directives, ordinances, notifications, exemptions, regulations, judgements/orders of any court, tribunal, regulatory bodies and quasi-judicial bodies or any interpretation thereof enacted, issued, or promulgated by any authority and applicable to either Sports and Youth Services Department, Government of Odisha or to the Bidders;
2. **“Authorized Signatory”** means the designated person of the agency authorized to represent the agency in all matters pertaining to its Proposal. The designated person should hold the Power of Attorney duly authorizing him/ her to perform all tasks including but not limited to sign and submit the Proposal to participate in all stages of the RFP Process, to conduct correspondence for and on behalf of the agency, and to execute any document required to give effect to the outcome of the RFP Process;
3. **“Bid” or “Proposal”** means the documents submitted by a Bidder pursuant to this RFP, including the Financial Bid along with any additional information/clarifications required/ sought by Sports and Youth Services Department, Government of Odisha and the Financial Bid, submitted strictly in the formats provided by Sports and Youth Services Department, Government of Odisha. The Bid shall not be considered to be a Bid if it is not submitted as per the formats prescribed by Sports and Youth Services Department, Government of Odisha.
4. **“Bidder” or “bidder” or “Agency” or “agency”** designates an Agency which has made a proposal, a tender or a bid with the aim of concluding a Service Order/ Agreement with Sports and Youth Services Department, Government of Odisha;
5. **“RFP Process” or “Bidding Process”** means the process governing the submission and evaluation of the Bids as set out in the RFP itself;
6. **“Bid Due Date”** shall mean the last date for submission of bids, as given in the Schedule of the RFP. No bids shall be accepted after the Bid Due Date;
7. **“Bid Processing Fee”** shall be the amount the bidder shall pay to Sports and Youth Services Department, Government of Odisha as a non-refundable amount (“Bid Processing Fee”), indicated in the Data Sheet, as part of its Technical Proposal. The mode of payment of the Bid Processing Fee is also indicated in the Data Sheet.
8. **“EMD”** means the amount submitted by a Bidder to Sports and Youth Services Department, Government of Odisha for participating in the Bidding Process, in terms of the below clause.

- The amount of EMD demanded in the tender shall be deposited by the bidder while submitting the tender in the form demand draft.
 - Any bidder that does not submit the EMD shall be rejected by Sports and Youth Services Department, Government of Odisha, as non-responsive.
 - The EMD will be refunded to the bidders whose offers have not been accepted.
 - EMD of the bidder whose offer is accepted will be kept up till the time, the Bank Guarantee is not received.
 - The EMD shall be valid for 30 days beyond the Bid Validity period.
 - If the bidder withdraws the bid during the validity period of the bid before the commencement of the project, the EMD money will not be refunded.
 - As per the Government of India guidelines, Rule 170 of GFR, Startups recognized by the Department for Promotion of Industry and Internal Trade (DPIIT) and Micro and Small Enterprises as per the Department for MSME are exempt from depositing EMD in Govt.
9. **“Bid Validity Period”** shall initially remain valid and binding on the bidder for at least 180 (one hundred and eighty) days from the Bid Due Date, as given in the Schedule for the RFP. Any bid with a shorter validity period shall be rejected by Sports and Youth Services Department, Government of Odisha
10. **“Financial Year”** means the 12-month period from 1st April to 31st March corresponding to the audited annual accounts;
11. **“Letter of Award (LOA)”** means the official written intimation by Sports and Youth Services Department, Government of Odisha notifying the Preferred Bidder/ Service provider that the work has been awarded in its favour as per the terms and conditions mentioned therein;
12. **“Request for Proposal” or “RFP” or “RFP Document” or “RFP Paper” or “RFP Documents” or “Bid Documents”** means documents issued by Sports and Youth Services Department, Government of Odisha vide RFP No. SYS-CBII-CC-0061-2024/23145/SYS for Engagement of Event Management Agency for 64th All Odisha State Swimming Championship for Sports and Youth Services Department, Government of Odisha and shall include any modifications, amendments, corrigenda/ addenda or alterations thereto. The documents are as follows:
- (a) This RFP document;
 - (b) Any corrigendum(a)/ addendum(a) and clarification(s) to the RFP Document issued by Sports and Youth Services Department, Government of Odisha subsequent to the issue of the RFP Document will also be considered an integral part of the RFP Document. Any reference to the RFP Document in the Agreement shall include such corrigendum(a)/ addendum(a);

13. **“Related Party”** shall have the meaning ascribed to it in Section 2(76) of the Companies Act, 2013;
14. **“Turnover”** shall have the meaning ascribed to it in Section 2(91) of the Companies Act, 2013.
15. **“Sports and Youth Services Department, Government of Odisha”** or **“DSYS, Government of Odisha”** shall mean the Sports and Youth Services Department, Government of Odisha, having its registered office at Kalinga Stadium, Bhubaneswar. 751012

All other capitalized words not defined herein shall have the same meaning as ascribed to them in the RFP. Terms and expressions not defined anywhere in the Bid Documents shall have the same meaning as are assigned to them in Indian Contract Act, 1872 and /or in General Clauses Act, 1897.

D. Instructions to Bidders

1. **Cost of Bid:** The Bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Sports and Youth Services Department, Government of Odisha or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the bidder and Sports and Youth Services Department, Government of Odisha shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the bid, regardless of the conduct or outcome of the bidding 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. The bid documents shall be shared with the agencies via the **DSYS website** there shall be no sale of hard copies of the bid documents. The Bid Processing Fee shall have to be paid at the time of bid submission, unless exempted to be paid by the competent authority.
5. **Bid Processing Fee:** The bidder shall pay to Sports and Youth Services Department, Government of Odisha a non-refundable amount ("Bid Processing Fee"), indicated in the Data Sheet, as part of its Technical Proposal. The mode of payment of the Bid Processing Fee is also indicated in the Data Sheet.
6. **Consortiums / Joint Ventures (JVs) are NOT allowed.** Proposals from Bidders, applying individually shall be considered for evaluation. Firms applying in consortium / joint venture shall be summarily rejected. Firms/Agencies desirous of participating in this Bid should not have been debarred/blacklisted by any Government agency.

7. Preparation of Bids

- 6.1 **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 which is notarised by component authority.
- 6.2 **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.
- 6.3 **Currencies of Bid and Payment:** The bidder shall submit his financial bid in Indian National Rupee (₹ / Rs.), and payment under this contract will be made in Indian National Rupee (₹ / Rs.)

7. Clarifications by Bidders

- 7.1 Bidders requiring any clarification on the RFP document may contact DSYS, Government of Odisha in writing by e-mail/post/courier before the bid submission.
- 7.2 At any time prior to the Bid Due Date, DSYS, Government of Odisha 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 updated on the DSYS website.

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 Sports and Youth Services Department, Government of Odisha or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/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.

Envelope 1 – EMD and Bid Fee

Envelope 2 – All relevant documents and Financial Bid in the annexure provided in the RFP.

Envelope 3 – Contains Envelope 1 & 2

The sealed envelopes are to be submitted at the below mentioned address on or before the Bid Due Date by registered post/ courier/by hand delivery.

**Joint Secretary, Sports and Youth Services Department,
Government of Odisha, Kalinga Stadium,
Bhubaneswar-751012.**

The Bids that are submitted beyond the stipulated date and time under any circumstances whatsoever will not be considered.

10. Late and Delayed Bids:

- 10.1 Bids must be received no later than the date and time stipulated in the RFP document. DSYS, Government of Odisha may, at its discretion, extend the deadline for submission of bids in which case all rights of DSYS, Government of Odisha and the bidder will be the same.
- 10.2 Any bid received by DSYS, Government of Odisha after the deadline for submission of bids, as stipulated above, shall not be considered.

11. Acknowledgement by the Bidder: It shall be deemed that by submitting its bid, the Bidder has:

- i) made a complete and careful examination of the RFP documents, including the proforma agreement;
- ii) received all relevant information requested from Sports and Youth Services Department, Government of Odisha;
- iii) accepted the risk of inadequacy, error or mistake in the information provided in the RFP documents or furnished by or on behalf of Sports and Youth Services Department, Government of Odisha relating to any of the matters related to this RFP or otherwise;
- iv) satisfied itself about the scope of work and services to be delivered/rendered and the extant conditions and all matters, things and information necessary and required for submitting an informed bid and for providing the required services in accordance with the RFP documents including the contract (to be signed with Sports and Youth Services Department, Government of Odisha) and performance of all of its obligations thereunder;
- v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information said to be in the bidding documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from Sports and Youth Services Department, Government of Odisha;
- vi) agreed to be bound by the undertakings provided by it under and in terms;

Sports and Youth Services Department, Government of Odisha shall not be liable for any omission or commission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP documents or the bidding process, including any error or mistake therein or in any information or data given by Sports and Youth Services Department, Government of Odisha.

12. Opening of Financial Bid

12.1 The Financial Bids of all the invited bidders shall be opened in the presence of such bidders' representatives who choose to attend.

12.2 The Bidder with the lowest financial bid shall be the successful bidder.

12.3 In case of significant variation in the rates of various individual items, Sports and Youth Services Department, Government of Odisha reserves the right to negotiate the rate or exclude the items for execution by the Successful Bidder.

12.4 DSYS reserves the right to increase or decrease the scope of work, at the time of signing of the contract.

12.5 Failure of the Successful Bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the LOA. In such an event, Sports and Youth Services Department, Government of Odisha reserves the right to,

- (a) invite the next-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.

12.6 In case of significant variation in the rates of various individual items, DSYS, Government of Odisha reserves the right to negotiate the rate or exclude the items for execution by Event Management Agency.

12.7 The Department of Sports and Youth Services, Government of Odisha reserves the right to increase or decrease the quantities mentioned in the BoQ at the time of signing of the contract.

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

- 13.1 Sports and Youth Services Department, Government of Odisha 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 Sports and Youth Services Department, Government of Odisha 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 Sports and Youth Services Department, Government of Odisha 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 Sports and Youth Services Department, Government of Odisha 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 Sports and Youth Services Department, Government of Odisha 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 Sports and Youth Services Department, Government of Odisha 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 Sports and Youth Services Department, Government of Odisha in this regard.
- 14.4 The Successful Bidder will be required to execute the contract for the services within as communicated by Sports and Youth Services Department, Government of Odisha.

15. Performance Security

- 15.1 The Successful Bidder shall be required to furnish a Performance Security prior to sign the contract (for an amount which is **10% of total project cost/contract value**) in the form of Bank Guarantee from a scheduled Bank in an acceptable form in favor of **Sports and Youth Services Department, Government of Odisha, payable at Bhubaneswar.** The Performance Security shall be 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 Bank Guarantee for Bid Security is provided at **Annexure - III**
- 15.2 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. Payment Terms:

The following are the terms of payment.

Sl No	Description	Payment
1	Deployment of Manpower & Mobilizing resources at venue	10%
2	Handover of venue with complete branding	30%
3	On close of Event	30%
4	After completion of the Final Audit	30%

A. Terms of Reference

1. Project Background

Department of Sports and Youth Services is hosting the 64th All Odisha State Swimming Championship event in Kalinga Stadium, Bhubaneswar. For the smooth hosting and managing of the event, DSYS intends to hire an event management agency for managing the event.

2. Objective

The objective of this RFP is to engage an Event Management Agency (EMA) to manage & operate all event related activities for the 64th All Odisha State Swimming Championship Event in Kalinga Stadium, Bhubaneswar.

3. Scope of Services

The Scope of Work of the Event Management Agency shall include creative designing, printing, installation, and removal of all the branding and event management elements.

- The scope of work with the requirement of different items mentioned below is only indicative and not exhaustive. The requirement of various items may increase or decrease, and the payments shall be made based on actual quantities required and executed after prior approval of DSYS, Government of Odisha.
- Placement of any order for mobilizing/installation of any of the BOQ items should be preceded by written approval of DSYS, Government of Odisha.
- Some of the BOQ items may be installed one time prior or during the event, however, they should be available for entire duration of the event as per schedule.
- The detailed requirements are mentioned in BOQ.

The below Scope of work is indicative in nature and may increase or decrease at a later stage. All the branding and event management elements need to be in line with schedule of the event at the venue (Bhubaneswar). The payment shall be made based on actual utilization of various BOQ items.

Sl. No.	Functional Area	Scope of Work
1.	Venue Branding and City Branding	<ul style="list-style-type: none"> • All creative templates and designs for branding needs to be approved in advance by DSYS, Government of Odisha. • The agency needs to consider branding elements for the venue at Bhubaneswar. • Post final approvals of the branding elements, all approved branding structures, mock-ups, and templates need to be collated into a program manual for usage by all the stakeholders. • Venue directional signage shall start from all approach roads to the venue. • The entry and exit gates should be branded at the venue. • EMA may need to provide specified Branding at the venues and around the city as per instructions of DSYS, Government of Odisha. • Branding elements like Curved Flags, Teardrop banners, Dropdown banners, roll up Standees, Pole Banners, Branded Umbrellas etc. shall be mobilized by the EMA as per the BoQ after a prior written approval from DSYS, Government of Odisha • Shifting of any elements and fixing it again is to be borne by EMA • EMA to strictly adhere to agreed timelines and maintain records for verification at the time of raising invoice.

2	Venue Overlays	<ul style="list-style-type: none"> • The EMA has to come out with a comprehensive plan in consultation with DSYS, Government of Odisha and implement the same regarding setting up of overlays at the venue. • Manpower appointed by EMA should be equipped with hardware and materials required for the execution at the venue. • Setting up of temporary infrastructure at the venue as per the requirement in consultation and prior approval of DSYS, Government of Odisha. • Fencing and Barricading requirements • Lighting and Sound requirements • Pagoda Tents etc. shall be mobilized by EMA as per the requirement and prior approval of DSYS, Government of Odisha. • Furniture, Fixtures and Equipment. • Broadcasting requirements, lights and any other requirements. • EMA shall develop a plan for deployment and installation of ICT equipment, including LED TV screens other requirements in consultation with DSYS, Government of Odisha. • EMA to ensure proper functioning of all the installed hardware throughout the event. • EMA will maintain daily logbook of running hour for each of the DG sets used. This logbook will be signed by DSYS, Government of Odisha venue in- charge. • EMA to submit last servicing done report and manufacturer certificate of each genset at the time of installation.
3	Work Force	<ul style="list-style-type: none"> • EMA to ensure end to end management of operations including manpower, equipment etc. • To assess and deploy adequate workforce for following FAs: <ul style="list-style-type: none"> o Venue Branding o Venue Overlays o ICT & Hardware Support

		<ul style="list-style-type: none">• Coordination:<ul style="list-style-type: none">○ Overall coordination with all the other departments of the state.○ Co-ordination with all the stakeholders DSYS, Government of Odisha, etc. to capture a complete overview of the Event.• Record Management:<ul style="list-style-type: none">○ This includes Delivery Receipts, Inventory Records, Movement of Equipment/FFE, and any other item under the scope of work of EMA, to record all operations and activities with relevant photo/documentary evidence to ensure smooth payments.• Reporting:<ul style="list-style-type: none">○ EMA is expected to create & maintain detailed reports for each functional area. This includes but is not limited to Production reports, Overlays Reporting, Inventory reports, Variance Analysis, Workforce Planning & Deployment, Legacy Reports, Photo-books etc.○ Preparation and implementation of Organization Chart with workflow & detailed timelines for delivery (Gantt Charts).○ Aid & assistance in delivering services within the scope defined under each functional area.○ The EMA shall be responsible for submitting all the photographs and videos including the raw footage after the event is completed. DSYS, Government of Odisha shall have the full copyright of all the photos and videos produced during the engagement of this contract.• Miscellaneous:<ul style="list-style-type: none">○ Furniture, Fixtures, Equipment, Internet connectivity or any other item required to maintain functional efficiencies shall be managed by the EMA for their own work force.
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		<ul style="list-style-type: none"> ○ All planning by EMA is subject to written approval of DSYS, Government of Odisha. ○ EMA to submit all the records, photos, videos, stock registers etc. to DSYS, Government of Odisha as and when required. ○ EMA will strictly adhere to agreed timelines and maintain records for verification at the time of raising invoice.
4	Merchandise, Souvenirs etc.	<ul style="list-style-type: none"> • Provide the design options for approval from DSYS, Government of Odisha. • Providing samples of tracksuits, bibs, t-shirts etc. as per the BOQ sheet for the final approval of DSYS, Government of Odisha. • Any procurement of the items shall be only after the prior written approval of DSYS, Government of Odisha. • The vendor will share designs of merchandise with DSYS for approval before production. • The vendor will be responsible for end-to-end delivery of merchandise. Vendor to scope and arrange for necessary transportation etc.
5	Accreditation	<ul style="list-style-type: none"> • Accreditation Cards along with Lanyards may include QR CODE / Barcode. • Accreditation to be printed in High Quality Laser Print and as per the specifications provided in BoQ sheet. • Accreditation list to be provided by DSYS, Government of Odisha. • Time-bound planning of Printing, Checking, Segregation, Inventory Management & distribution of Accreditations as required by DSYS, Government of Odisha.

		<ul style="list-style-type: none"> • Printed lanyard (Dye Sub Printing). Custom printing logo, event details. • EMA to strictly adhere to agreed timelines and maintain records for verification at the time of raising invoice. • Bibs for Media and Photographer with digital printing on bibs. To be handed over to media operations team with consultation from DSYS, Government of Odisha.
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The Event Management Agency shall bear all, and any cost associated with the aforementioned scope including but not limited to:

- All Preliminary overheads and expenses (including all photocopying and drawing supply).
- All necessary Statutory permissions including but not limited to those required for structural safety, fire, electricity, sound (including music licenses) shall be obtained by EMA.
- Replacement of any damaged branding installation.
- Overtime, Penalty rates, Site allowances and permit rates.
- Shipping charges.
- Mobilization and repatriation of staff.
- Management and administrative costs.
- Rental of local equipment and store / yard.
- Material handling charges.
- Transportation charges.
- Labor / Specialized and Trained manpower charges.
- Local material transfer charges.
- Accommodation charges.
- Cost of hardware/ structure or equipment used for installation / maintenance and de-installation.
- For all the materials the following shall be ensured by EMA
 - **Quality** - The respondents are required to provide the branding Items of same or better quality than that provided in the Technical Specification as specified in RFP. The Event Management Agency shall for all the items adhere to the best quality brands and latest International Standards and as per the approved samples. The Items should have relevant standard certifications wherever applicable.

In case the quality of the respondents is found to be below par, they shall be rejected, and their performance security may be forfeited at the discretion of the Organizing Committee/ DSYS, Government of Odisha.

- **Advance Samples** - Event Management Agency may be required to submit and / or put samples of required branding Items and materials during their technical bids and at any stage at the location to be specified by DSYS, Government of

Odisha for the approval of Organizing Committee. These samples shall be of the same or better quality as specified in the technical specifications as specified in RFP.

Any discrepancy found in the samples to be rectified to the satisfaction of DSYS, Government of Odisha within the time specified for installation. The Event Management Agency shall be required to adhere to that or better quality / standards as per the requirement of DSYS, Government of Odisha.

Eligibility Criteria

This is a **limited RFP** floated for the participation of following Event Management Agencies that have been Empaneled by DSYS vide Ref No: SYS-SEB-MISCS-0001-2024-10048/SYS, dated 7th March 2024, for “Empanelment of Event Management Agencies for DSYS, Government of Odisha under **Category C**.”

1. Cathexis
2. Seventh Avenue
3. Celebrations Live
4. Shadow Advertising and Communications Pvt Ltd
5. Campaign Scouts (Opc) Private Limited

B. List of Annexures

Sl. No	Description	Annexure
1.	Tender Submission Letter	Annexure-I
2.	Draft form of contract	Annexure-II
3.	Form of Bank Guarantee for Performance Security	Annexure-III
4.	Format for Financial Proposal	Annexure – IV

Annexure-I: Tender Submission Letter

To
Joint Secretary,
Sports and Youth Services Department, Government of Odisha,
Kalinga Stadium, Nayapalli, Bhubaneswar
Odisha – 751012

Sub: 'Engagement of Event Management Agency for 64th All Odisha State Swimming Championship at Kalinga Stadium, Bhubaneswar'

Ref: RFP No. SYS-CBII-CC-0061-2024/23145/SYS

I/ We, the undersigned, offer to provide the above services to Sports and Youth Services Department, Government of Odisha. We are hereby submitting our bid.

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 Sports and Youth Services Department, Government of Odisha any additional information it may find necessary or require clarifying, 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 Sports and Youth Services Department, Government of Odisha and us subject to the modifications, as may be mutually agreed to, between Sports and Youth Services Department, Government of Odisha and us.
- (g) We agree to keep this bid valid for acceptance for a period of one hundred eighty(180) days from the date of opening the bid.

We understand that Sports and Youth Services Department, Government of Odisha is not bound to accept any tender that Sports and Youth Services Department, Government of Odisha receives.

Yours faithfully,

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

Annexure-II: Draft Form of Contract

CONTRACT

for

**Engagement of an Event Management Agency for 64th All Odisha State
Swimming Championship Event at Kalinga Stadium, Bhubaneswar 2024**

Between

Sports and Youth Services Department, Government of Odisha, Govt. of Odisha

and

XXXXXX

Dated: XX XXXXX 2024

Sl.No	Contents
I.	Contract
II.	General Conditions of Contract
1.	General Provisions
2.	Commencement, Completion, Modification and Termination of Contract
3.	Contract Obligations of the Agency
4.	Event Management Agency
5.	Obligations of the Employer
6.	Payments to the Agency
7.	Fairness and Good Faith
8.	Settlement of Disputes
9.	Liquidated Damages
10.	Miscellaneous Provisions
III.	Special Conditions of Contract
IV.	Appendices - Appendix A – BOQ

I. Contract

This CONTRACT (hereinafter called the “Contract”) is made on XXXXXX 2024, between Sports and Youth Services Department, Government of Odisha (hereinafter called the “Employer”), of the First Part and, XXXXXXXXXXXXXXXXXXXX (hereinafter called the “Event Management Agency”) of the Second Part.

WHEREAS

- a) the Agency....., 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 Agency 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/Annexures:
 Appendix A: BOQ submitted as part of the proposal.
 Annexure III: Performance Bank Guarantee
- d) Request for Proposal (RFP) Document, pre-bid clarifications if any and financial proposal shall form part of this contract agreement.

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

- a) the Agency shall carry out and complete the Services in accordance with the provisions of the Contract; and
- b) the “Employer” shall make payments to the Agency in accordance with the provisions of the Contract.

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 Sports and Youth Services Department, Government of Odisha. Designation.	For and on behalf of XXXXXXXXXXXXXXXXXXXX Designation.
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Witness 1.	Witness 1.
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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) “Party” means the “Employer” or the EMA, as the case may be, and “Parties” means both of them.
- (k) “Personnel” means professional services provided by the Agency 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).
- (l) “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].
- (m) “SC” means the Special Conditions of Contract by which the GC as may be amended or supplemented with the approval of the parties.
- (n) “Services” means the work to be performed by the EMA. pursuant to this Contract, as described in Appendix A hereto.
- (o) “Sub-EMAs” means any person or entity to whom/which the Agency subcontracts any part of the Services, with the approval of the Employer.
- (p) “Third Party” means any person or entity other than the “Employer”, or the EMA
- (q) “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 Agency as its Limited Agent.

Save and except for the “Limited Agency” created under this Agreement, Agency agrees that it is an independent Party and that neither party is the legal representatives of the other and further, Agency 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 in Odisha and where the location of a particular task is not so specified, at such locations, as the “Employer” may approve.
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 Agency may be taken or executed by the officials specified in the SC.

1.7. 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.

1.8. Fraud and Corruption

1.8.1. Definitions: It is the Employer’s policy to require that Employer as well as Agency 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 EMA, 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.

1.8.2. Measures to be taken by the Employer

- a) The Employer may terminate the contract if it determines at any time that representatives of the Agency were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Agency 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 Agency ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an Employer- financed contract.

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 Agency instructing the Agency “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, the Employer may, by not less than twenty-one (21) days written notice to the EMA declare this Contract to be null and void, and in the event of such a declaration by the Employer, neither Party shall have any claim against the other Party with respect thereto.

2.3 Commencement of Services: The Agency 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 here of, 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-EMA 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 Agency shall continue to be paid proportionately and on prorated basis, under the terms of this Contract.

2.8 Suspension

The “Employer” may, by written notice of suspension to the EMA, suspend all payments to the Agency hereunder if the Agency fails to perform any of its obligations under this Contract or as instructed by the “Employer”.

2.9 Termination

2.9.1.1 The “Employer” may terminate this Contract in case of the occurrence of any of the events specified below of this Clause.

- a) If the Agency fails to respond to a notice of suspension pursuant to Clause GC 2.8 hereinabove.
- b) If the Agency becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.
- c) 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.
- d) If the Agency submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.
- e) If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- f) If the Agency 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 Agency to improve the quality of the services.
- g) If, as the result of Force Majeure, the Agency 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 fifteen (15) days’ written notice of termination to the EMA

2.9.2 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,

(i) 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.

2.9.3 Cessation of Services: Upon termination of this Contract hereof, the Agency 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.

2.9.4 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 2.9.1.1, remuneration pursuant to Clause GC 6.3 hereof for Services satisfactorily performed as per the agreed scope prior to the effective date of termination, and reimbursable expenditures for expenditures actually and reasonably incurred prior to the effective date of termination;
- b) If the agreement is terminated pursuant of Clause 2.9.1.1 (a) to (g), the Agency 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.

2.9.5 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1.1 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 Agency 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 Agency 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 Agency 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 Agency shall promptly disclose the same to the Employer and seek its instructions.

3.2.1 Agency not to benefit from Commissions, Discounts, etc.:

(a) The payment of the Agency pursuant to Clause GC 6 hereof shall constitute the Agency only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Agency 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 Agency 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 Agency 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 Agency in the exercise of such procurement responsibility shall be for the account of the “Employer”.

3.2.2 EMA and Affiliates Not to Engage in Certain Activities: The Agency agrees that, during the term of this Contract and after its termination, the Agency 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 this project.

3.2.3 Prohibition of Conflicting Activities: The Agency 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 Agency 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 Agency and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.3.1 Intellectual Property Rights: The Agency may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how (“Materials”) that the Agency owns or has the right to use in performing the service. Notwithstanding the delivery of any reports, the Agency retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the services), and in any working papers compiled in connection with the services (but not any information pertaining to Sports and Youth Services Department, Government of Odisha reflected in them).

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 Agency (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.

3.4.3 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 eighteen (18) months after the relevant transaction or, if the EMA/Employer relationship terminates or expires, eighteen (18) months after the effective date of the termination or expiration, whichever comes first. Upon ten (10) days prior notice to EMA, Employer or its authorized representatives will be entitled to have such Records examined during EMA's normal business hours.

Under no circumstances will Employer have access to EMA's general ledger information, Agency overhead or profitability data or to payroll, salary or bonus information, or timecards or other employee, personnel, and/or individual compensation records, or information indicating the date of payment by Agency of third-party invoices, or internal or external Agency correspondence or communications regarding the keeping of client's records or regarding any other client audit.

3.4.4 EMA's Actions Requiring "Employer's Prior Approval: The Agency shall obtain the "Employer's prior approval in writing before taking the below action.

- Placement of any order for mobilizing/installation of any of the BOQ items should be preceded by written approval of DSYS, Government of Odisha.

3.4.5 Subcontracts: The Agency 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 Agency 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 Agency to provide a replacement, with qualifications and experience acceptable to the "Employer", or to resume the performance of the Services itself.

3.5 Reporting Obligations: The Agency shall submit to the "Employer" the photographs of each line item executed from the BOQ at all locations and along with duration of the installation for the purpose of approval and audit. Final reports shall be delivered in external hard disk in addition to the hard copy.

- 3.6 Documents Prepared by the Agency to be the Property of the “Employer”:** All plans, drawings, specifications, designs, reports, other documents and software prepared by the Agency for the “Employer” under this Contract shall become and remain the property of the “Employer”, and the Agency 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 Agency 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 Agency and third parties for purposes of development of any such computer programs, the Agency 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.
- 3.7 Equipment, Vehicles and Materials Furnished by the “Employer’s** Equipment, vehicles and materials made available to the Agency by the “Employer”, or purchased by the Agency 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 Agency 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.
- 3.8 Equipment and Materials Provided by the EMAs:** Equipment or materials brought into the Government’s country by the Agency and the Personnel and used either for the Project or personal use shall EMA in the property of the Agency or the Personnel concerned, as applicable.
- 4. Event Management Agency**
- 4.1 General:** The Agency 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.
- (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 A may be made by the Agency 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 A 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 Resident Project Manager: If required by the SC, the Agency 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 Agency with work permits and such other documents as shall be necessary to enable the Agency 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 Agency 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 Agency 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 Agency in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Agency under this Contract shall be increased or decreased accordingly by agreement between the Parties.

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

6 Payments to the EMA

6.1 Total Cost of the Services

- (a) The total cost of the Services payable is as per the EMA’s proposal to the Employer and as negotiated thereafter.

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:

SI No	Description	Payment
1	Deployment of Manpower & Mobilizing resources at venue	10%
2	Handover of venue with complete branding	30%
3	On close of Event	30%
4	After completion of the Final Audit	30%

- 6.4** EMA has to ensure that any additional work done by the Agency has to be approved by Sports and Youth Services Department, Government of Odisha in writing, otherwise, it will not be considered for payments.

- 6.5** All billed items are to be signed off by respective Head from 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). The payment shall be made only after the submission of payment recommendation by the Tender Audit Committee.

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.

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. The matter shall be decided in the court.

9 Liquidated damages and penalties

- 9.1** The Agency hereby agrees that due to negligence of act of the EMA, if the "Employer" 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 Agency agrees 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 10% of the total value of the contract.
- 9.3 The liquidated damages shall also be applicable under following circumstances:
- a) If the deliverables are not submitted as per schedule, the Agency shall be liable to pay 10% 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, the Agency shall be liable for Liquidated Damages for an amount equal to 10% 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:**
- 1) Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
 - 2) The Agency shall notify the Employer of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
 - 3) 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.
 - 4) The Agency shall at all times indemnify and keep indemnified the Employer against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
 - 5) The Agency shall at all times indemnify and keep indemnified the Employer 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.
 - 6) The Agency shall at all times indemnify and keep indemnified the Employer against any and all claims by Employees, 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.
 - 7) All claims regarding indemnity shall survive the termination or expiry of the Contract.

- 8) 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 Employer.

III. Special Conditions of Contract

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.5	The addresses are Employer : Attention : EMA : Attention : Telephone : Email :
2	1.8	The Authorized Representatives are: For the Employer: For the EMA:
3	2.3	Commencement of Services:
4	2.4	The time period shall be
5	3.4.1	Limitation of the EMAs' Liability towards the "Employer" In any event, the overall aggregate liability of the Agency in respect of all claims and liabilities arising under this Agreement shall be limited to one Quarter Fees payable to the Agency under this Agreement.
6	3.4.2	The risks and coverage shall be as follows: The Parties agree that the risks and coverages shall include but not be limited to the following; 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.
7	6.3	The accounts are; For local currency Receiving Bank : ... Account No. : ... IFSC/RTGS Code: .. MICR Code : .. Beneficiary Name : ... Beneficiary Address : ...
8	1.5.2	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.

Annexure III – Performance Bank Guarantee**Form of Bank Guarantee for Performance Security**

To

Sports and Youth Services
Department, Government of
Odisha, Govt. of Odisha,
Kalinga Stadium, Nayapalli,
Bhubaneswar - 751012

WHEREAS _____ [Name and address of the Service Provider] (hereinafter called “the Agency”) has undertaken, in pursuance of Contract No. _____ dated _____ 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 his 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 aforesaid 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 ourBranch at , Odisha, 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

Annexure IV: Format for Financial Proposal

BOQ – BRANDING							
S. No.	Particulars	Specifications	Unit / Remarks	Tentative Quantity Required	Days /Duration of the Event	Rate - Unit Price (in INR)	Total Amount (in INR)
A	B	C	D	E	F	G	H (EXFXG)
1	Flex & Frame	MS Pipe Frame with 320 GSM Blackback Star Flex for Backdrops, Dropdowns, Venue Branding, Main Gate Arch, A Boards, Signages at Venue, Box Branding, Standees, Directional Totem, and any others elements as per the specific dimensions to be identified for different Venues	sq ft	2000	1		
2	Flex-Unframed	320 GSM Blackback Star Flex for Backdrops, Dropdowns, Venue Branding, and any others and any others elements as per the specific dimensions to be identified for different Venues	sq ft	1300	1		

2	Vinyl Branding	Vinyl Printing and Pasting at places like VIP Lounge, etc.	sq ft	300	1		
3	Vinyl on Sunboard Branding	Vinyl Printing and Pasting on 3mm Sunboard with Matte Lamination	sq ft	200	1		
Total Branding Cost (I)							
BOQ - VENUE OVERLAYS-1							
S. No.	Particulars	Specifications	Unit / Remarks	Tentative Quantity Required	Days / Duration of the event	Rate per unit per day (in INR)	Total Amount (in INR)
A	B	C	E	F	G	H	I (FXGXH)
1	Podium	Podium with branding for speech	No.s	1	3		
Furniture, Fixtures & Equipment							
1	Table	4' X 2'. Wooden Tables/ Plastic Tables with cloth as per requirement	Nos.	15	3		
2	Plastic Chair	Plastic Chair without arm support(Blue)	Nos.	250	3		
3	Fan	Standing/Mobile Fans	Nos.	10	3		
4	Extension Cords	Copper Wired required at various points for extending	Nos.	5	3		

		the power requirement to desired locations.					
Barricading							
1	Queue Manager	Set of 2 nos.Set Of Two Pieces Stainless Steel-Retractable Belt Stanchions	Nos.	12	3		
Broadcasting Requirements							
1	Wire Manager	Length:1m "Material: NR/SBR Rubber • Hardness: 80 ShA • Density: 1.9 g/cm ³ Wire managers to bear the load of heavy vehicular and pedestrian traffic with a high-visibility, anti-slip yellow cover"	Sqft/Day	12	3		
DG sets & Live Streaming							
1	125 KVA	3 phase cabling, earthing, change over, distribution panel which is suitable for entire duration of the event, to run as per site requirement with capacity switch gear and distribution cables of adequate size and length, with all consumables,	Nos/Day	1	4		

		operation and maintenance for 21 days.					
2	Running Charges	Costs to be provided for per hr running	Hrs	1	4		
Others							
1	PA System	JBL-PRX- 6 Nos, Cordless mic- 3Nos, Podium Mic- 1 Nos (To be set-up at place as finalized by DSYS)	Nos	1	3		
2	Mattress, bedsheet & pillow cover	-	Nos.	100	5		
BOQ - VENUE OVERLAYS-2							
S. No.	Particulars	Specifications	Unit / Remarks	Tentative Quantity Required	Days / Duration of the event	Rate per unit per day (in INR)	Total Amount (in INR)
A	B	C	E	F	G	H	I (FXGXH)
1	Stage	24ftx8ft. 19mm Ply Finish with Carpeting and staircase	Sqft.	1	3		
2	Ranking Podium	24ftx3ft. 19mm Ply Finish with Carpeting	Sqft	1	3		
3	LED Screen	16ft x10ft. All equipment related to live screening like genset, cabling, stage, super structure,	Sqft/Nos/Day	1	4		

		truss, set top box etc. to be included					
4	LED Riser Platform	16ft x 4ft x4ft. Ladders as per the platform height and riser requirements	Nos/Day	1	4		
5	Bisleri Water Platform	300ml	Nos	60	1		
6	Water Dispensers & Jars	20 Litres	Nos	32	1		
Total Venue Overlays Cost (II)							
BOQ - MERCHANDISE							
S. No.	Particulars	Specifications	Unit / Remarks	Tentative Quantity Required	Days / Duration of the event	Rate - Unit Price (in INR)	Total Amount (in INR)
A	B	C	D	E	F	G	H (EXFXG)
1	Merchandise	T-shirts for Technical Officials; 200 GSM Techno Matty Collar Neck Half sleeves Regular Fit with customized branding	Nos.	75	1		
2	Merchandise	T- Shirt for Volunteers; 180 GSM Dri-fit Round Neck	Nos.	35	1		

		Half Sleeves Regular Fit T-shirt with customized branding					
3	Mementoes	Medals; Usually circular, featuring an attachment for a chain or ribbon, Dia- 60mm, Thickness- 3mm Antique Medal Gold-212, Silver-212, Bronze-212	Nos.	636	1		
4	Mementoes	Trophies; Customized Acrylic Mementos with 10" Height	Nos.	8	1		
5	Mementoes	Metal trophy, golden polish with wooden base, Dimension- 20"x9"x9"	Nos.	1	1		
6	Mementoes	Metal trophy, golden polish with wooden base, Dimension- 16"x9"x9"	Nos.	1	1		
7	Certificates	A4- 300 GSM Paper	Nos.	600	1		
8	Stationery	Food coupons (Paper coupons), 70mmx35mm, 130 gsm paper with multi color print	Nos.	3,500	1		
9	Stationery	A4 size paper	Nos.	5	1		
10	Stationery	Notebooks (Small)	Nos.	10	1		
11	Stationery	Pen	Nos.	50	1		
12	Stationery	Carbon paper	Nos.	6	1		

13	Stationery	Tag bundle	Nos.	1	1		
14	Stationery	Scale	Nos.	1	1		
15	Stationery	Correction pen	Nos.	1	1		
16	Stationery	Gum	Nos.	2	1		
17	Stationery	Cello tape 2"	Nos.	4	1		
18	Stationery	File folder cover	Nos.	12	1		
19	Stationery	Paper clip	Nos.	1 packet	1		
20	Stationery	Double hand puncher	Nos.	1	1		
21	Stationery	High lighter (2 colours)	Nos.	4	1		
22	Stationery	Marker pen (For certificate writing)	Nos.	12	1		
23	Stationery	Stapler with pins	Nos.	2	1		
24	Stationery	Printer- 3 in 1	Nos.	1	3		
25	Stationery	Printer cartridge (Black colour)	Nos.	1	1		

Total Merchandise, Souvenirs Cost (III)
BOQ-Workforce

S. No.	Particulars	Specifications	Unit / Remarks	Tentative Quantity Required	Days / Duration of the event	Rate - Unit Price (in INR)	Total Amount (in INR)
A	B	C	D	E	F	G	H (EXFXG)

1	Labour	Shifts		3	3		
Total Labour Cost(IV)							
Total Cost (I+II+III+IV)							

Notes:

- 1) Financial proposal submitted is inclusive of all costs for transportation, installation and any other incidental charges
- 2) Basic rates are per unit.
- 3) The basic and total rate is inclusive of supply, warranty, and maintenance charges.
- 4) Rates is exclusive of all statutory taxes.
- 5) The applicable rates are valid for a period of 12 months from the date of issuance of letter of Award.
- 6) The above quantity of the items is indicative and may be increased or decreased as per actual requirement of DSYS, Govt. of Odisha.
- 7) The rates quoted for each of the is applicable for supply anywhere in the state of Odisha for a period of 12 months from the date of award of supply order.
- 8) In case the preferred bidder is unable to supply the agreed quantity of items, as per specifications and/or within stipulated time DSYS, Govt. of Odisha reserves the right to negotiate with the next preferable bidder for supply of some of the items.