

**“REQUEST FOR QUOTATION”
(RFQ)**

FOR

**HIRING OF HOTEL ACCOMMODATION
FOR THE 12TH SOUTH ASIAN GAMES**

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

Date of Issue: 31/10/2015

Last Date of Submission of Quotation- 20/11/2015

RFQ No: OCSAG 2016/ACM/01

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1. The South Asian Games

The South Asian Games are a bi-annual multinational multi-sport event held amongst the athletes from South Asia. The governing body of these games is South Asia Olympic Council

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

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

2. The 12th South Asian Games

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

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

3. Sports

There will be 23 sport disciplines for the 12th South Asian Games of which 16 will be held in Guwahati, Assam and 8 in Shillong, Meghalaya. They are as follows:

Guwahati, Assam

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

Shillong, Meghalaya

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

4. SUMMARY OF THE BID

This Request for Quotation is issued by the Organising Committee – 12th South Asian Games (OC-SAG) to obtain Bids for the appointment of hiring of hotel accommodation **for 12th South Asian Games** to be held from 6th to 16th February 2016.

In the 12th South Asian Games will witness approximate participation approximately 4500 athletes and Team Officials, 4000 volunteers, 23 sports disciplines, International media, VIP's, Dignitaries, Other Officials and suppliers.

To provide accommodation to above stated constituent groups, from 4th to 17th February, 2016, the tentative requirement of rooms both at Guwahati and Shillong will be as under

Name of city	4-5 star hotels or equivalent	Well appointed hotels
Shillong	30 rooms	270 rooms
Guwahati	70 rooms	2130 rooms

The successful bidder will be required to provide minimum 10 rooms from the rooms inventory for the 12th South Asian Games for the period mentioned by the OC SAG

5. INSTRUCTIONS TO BIDDERS:

Tender documents can be downloaded from the website <http://tenders.gov.in/departments.asp?id=1892> as per the dates already mentioned. The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFQ documents. Failure to furnish all information required as mentioned in the RFQ documents or submission of a quotation not substantially responsive to the RFQ documents in every respect will be at the bidder's risk and may result in rejection of the quotation and forfeiture of the bid.

Bid Submission will be through Post or by hand in paper-format within the due date as mentioned in Para 2 of Bid Schedule.

5.1 Bidders shall submit, along with their Bids, EMD of 2% of the amount quoted by the bidder only, in the form of a Demand Draft or Pay order from any nationalized bank in favour of CEO, Organising Committee, 12th South Asian Games 2016 payable at Guwahati. EMD in any other form will not be accepted.

5.2 Both the demand drafts towards EMD should be placed in a single envelope superscripted as 'Earnest Money' with the name of Project and the due date of opening of the bid mentioned in the Bid Schedule and to be deposited in the office of the Organising Committee 12th South Asian Games 2016 temporarily situated at Md.Taibula Hockey Stadium, Bhetapara, Guwahati- 781040 on or before the tender submission date.

5.3 For Guwahati the request of quotation containing the supporting documents for eligibility criteria should be submitted along with a certified true copy of the corporate sanctions/approvals authorizing its authorized representative to sign/act/execute documents forming part of this quotation including various RFQ documents and binding contract, at the address and time as specified in this RFQ through Registered Post/ Speed Post/ By Hand at the Office of C/o CEO, Organising Committee, 12th South Asian Games

2016, Organising Committee, South Asian Games, Moullana Md. Tayabullah Hockey Stadium, Bhetapara, Guwahati- 781040.

5.4 For Shillong the request of quotation containing the supporting documents for eligibility criteria should be submitted along with a certified true copy of the corporate sanctions/approvals authorizing its authorized representative to sign/act/execute documents forming part of this quotation including various RFQ documents and binding contract, at the address and time as specified in this RFQ through Registered Post/ Speed Post/ By Hand at the office of the CEO, Organising Committee, 12th South Asian Games 2016, Organising Committee, South Asian Games. C/o Director of Sports and Youth Affairs N Sports Complex Polo Ground, Shillong, Meghalaya- 793001.

6. DOWNLOADING OF TENDER FORMS:

- 6.1 The Tender document is uploaded at the Government of Assam on website <http://tenders.gov.in/departments.asp?id=1892> The Tender document and its supporting documents have to be downloaded from the same, Bid has to be prepared and submitted OFFLINE ONLY as per the schedule at para 10.
- 6.2 Tender forms will not be sold/ issued manually.
- 6.3 Earnest money deposit @ 2% of the total bid value of the bidder in the form of a Demand Draft / Payorder from any nationalized Bank drawn in favour of “Organising Committee South Asian Games” payable at Guwahati, Assam are to be deposited in the office of CEO, Organising Committee, 12th South Asian Games 2016 on or before scheduled date and time in this RFQ

7. ELIGIBILITY CRITERIA

- 7.1 The Bidder should be the owner of a Hotel of 2 Star to 5 Star category or equivalent (Copies of Registration Certificates as proof must be enclosed).
- 7.2 Preference will be given to the hotels which are close to any of the Competition Venue or Airport.
- 7.3 Hotels shall have basic Amenities and Facilities.
- 7.4 Hotels shall present Income tax Pan, TIN, Sales tax no., Service Tax registration of the hotel.

8. SCOPE OF WORK

- 8.1 Monitor improvement of accommodation services (where necessary) to meet the Games' time requirement and service levels.
- 8.2 Secure and manage room inventory in and around the Host state
- 8.3 Categorize hotels for different constituent groups such as Athletes, Technical Officials,

and Delegates etc.

9. EARNEST MONEY DEPOSIT

- 9.1 Bidders shall submit, along with their Bids, EMD of Rupees counts to 2% of total amount quoted, in the form of a Demand Draft or Pay order from any nationalized bank payable at Guwahati in favour of the CEO, Organising Committee, South Asian Games 2016. Bid security in any other form will not be accepted.
- 9.2 The bid securities of all unsuccessful bidders will be refunded by the CEO, Organising Committee, South Asian Games 2016 after the award of the contract. The bid security, of successful bidder will be returned upon submission of Performance Guarantee and signing of contract agreement.
- 9.3 The bid security amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- 9.4 The bid submitted without bid security, mentioned above, will be summarily rejected.
- 9.5 The Earnest Money will be forfeited on account of one or more of the following reasons:
- a) The bidder withdraws its Bid during the validity period specified in RFQ.
 - b) The bidder does not respond to requests for clarification of its Bid.
 - c) The bidder fails to provide required information during the evaluation process or is found to be non-responsive or has submitted false information in support of its qualification..
 - d) In case of a successful bidder, the said bidder fails to sign the Agreement in time; or does not furnish the mandatory Performance Security.
 - e) The bidder materially alters his bid during the bid processing period.

10. BID SCHEDULE

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

Sr. No	INFORMATION	DETAILS
1	Publishing of RFQ	Date 31 st October, 2015
2	Earnest Money Deposit (EMD)	INR counts to 2% of the total amount quoted by the bidder
3	Last date for submission of written queries for clarifications and addressee	Date and Time 7 th November, 2015 To, Shri.KC Deka Director Accommodation OCSAG, at email kcdeka.ocsag@gmail.com
4	Pre Bid Conference for Guwahati	9 th November,2015 - 1 pm Organising Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040
5	Pre Bid Conference for Shillong	9 th November,2015 - 1 pm Director of Sports and Youth Affairs J N Sports Complex Polo Ground, Shillong, Meghalaya- 793001.
6	Release of response to clarifications (by email only)	Date and Time 12 th November,2015 – 1 pm
7	Last date (deadline) for receipt of quotations in response to RFQ notice (Offline only)	Date and Time 20 th November,2015 – up to 5pm
8	Place, Time and Date of opening of Request for Quotation received in response to the RFQ notice for hotels in Guwahati	Date, Time and Venue 21 st November,2015, 1 pm at office of the Organising Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040
9	Place, Time and Date of opening of Request for Quotation received in response to the RFQ notice for hotels in Shillong	Date, Time and Venue 21 st November,2015, 1 pm at office of the Director of Sports and Youth Affairs J N Sports Complex Polo Ground, Shillong, Meghalaya- 793001.
10	10 Contact Person for queries in Guwahati	Accommodation FA Head MR. KC.Deka kcdeka.ocsag@gmail.com

Sr. No	INFORMATION	DETAILS
11	Contact Person for queries in Shillong	Director of Sports & Youth Affairs Shri F M Doph rick_iba@yahoo.co.in
12	Addressee and Address at which quotation in response to RFQ notice is to be submitted for hotels in Guwahati	Venue Office of the Organising Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati-781040
13	Addressee and Address at which quotation in response to RFQ notice is to be submitted for hotels in Shillong	Venue Office of the Director of Sports and Youth Affairs, J N Sports Complex Polo Ground, Shillong, Meghalaya- 793001.

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

11. PRE-BID CONFERENCE

11.1. For Guwahati

OC-SAG will host a Pre-Bid Conference, scheduled on 9th November, 2015 by 1 pm at **Organising Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati-781040**. The representatives of the interested organizations may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed solution requirements with reference to the particular RFP. The OC-SAG shall provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project during the pre-bid conference. Only those bidders who have purchased the tender document shall be allowed for pre-bid conference.

11.2. For Shillong

OC-SAG will host a Pre-Bid Conference, scheduled on 9th November, 2015 by 1 pm at **Director of Sports and Youth Affairs, J N Sports Complex Polo Ground, Shillong, Meghalaya-793001**. The representatives of the interested organizations may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed solution requirements with reference to the particular RFP. The OC-SAG shall provide each bidder with an opportunity to seek clarifications regarding any aspect

of the RFP and the project during the pre-bid conference. Only those bidders who have purchased the tender document shall be allowed for pre-bid conference.

All the queries related to the bid will be answered during the conference mentioned bid schedule. Only those who have downloaded the bid documents will be allowed to participate

12. RESPONSE TO BIDDER’S QUERIES

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

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

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

13. SUBMISSION OF QUOTATION

- 13.1** Bidders are also required to submit one printed original hardcopy of the RFQ document (duly ink signed) and one softcopy (CD) in Microsoft Word and PDF format. Bidder must ensure that the information furnished by him/her in respective electronic copy is identical to that submitted by him/her in the original paper bid documents. In case of any discrepancy observed by OC-SAG in the contents of the electronic copy and original paper bid documents, the information furnished on original paper bid documents will prevail over the softcopy(scanned copy of both envelope 1 and envelope 2) as mentioned in Para 18.1
- 13.2** The Quotation should be filled by the bidder in English language only.
- 13.3** The bidder should quote price in Indian Rupees only.
- 13.4** The Bids documents submitted must be without any overwriting, interlineations, corrections, double typing, etc. Any overwriting/ corrections etc. shall be initiated by the Bidder.
- 13.5** If any Bidder does not qualify in Request for Quotation's evaluation, the RFQ submission shall be returned to the bidder.
- 13.6** The Bids shall be valid for a period of six (6) months from the date of opening of the Bids. A Bid valid for a shorter period may be rejected as nonresponsive. On completion of the validity period, unless the bidder withdraws the Bid/ quotation in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws the same.
- 13.7** In exceptional circumstances, at its discretion, OC-SAG may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or by fax or email.
- 13.8** For Guwahati the sealed envelope containing the Bids (Envelope #1 and Envelope #2) must be received in the office of the CEO, Organising Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040_ between 10 am to 5 pm on any working day up to 20th November, 2015 till 5pm. Envelopes/documents received after the stated time and date will be rejected and returned unopened.
- 13.9** For Shillong the sealed envelope containing the Bids (Envelope #1 and Envelope #2) must be received in the office of the **Director of Sports and Youth Affairs, J N Sports Complex Polo Ground, Shillong, Meghalaya- 793001.**
- 13.10** Between 10 am to 5 pm on any working day up to 20th November, 2015 till 5pm. Envelopes/documents received after the stated time and date will be rejected and returned unopened.
- 13.11** The Bids should be delivered in a plain sealed package clearly endorsed with the

enclosed RFQ Return Label, as follows:

“CONFIDENTIAL RFQ DOCUMENTATIONS- DO NOT OPEN: HIRING HOTEL ACCOMMODATION FOR THE 12TH SOUTH ASIAN GAMES”.

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

14 REJECTION CRITERIA:

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

- a)** Incomplete bids that do not quote for the complete Scope of Work as indicated in the bidding documents, addendum (if any) and any subsequent information given to the bidder.
- b)** Bids providing information that is found to be incorrect/misleading at any stage/time during the Tendering process.
- c)** Bids that reveal prices in any form or by any means before opening the RFQ.
- d)** OC-SAG reserves the right to accept any bid and to annul the tender process and reject any or all the bids at any time prior to award of work, without incurring any liability towards affected applicant(s) or to inform the affected applicant(s) of the grounds of such annulment /rejection.
- e)** RFQ submitted through Tele fax/Telegraphic/Fax/E-mail.
- f)** RFQ which do not confirm unconditional validity of the bid for 180 days from date of opening of bid.
- g)** RFQ which do not conform to OC-SAG bid format.
- h)** RFQ in respect to which the bidder does not accept OC-SAG rectification of clerical/arithmetical discrepancies in the RFQ, if any.
- i)** Any RFQ that does not comply with the conditions laid down by OC-SAG.

14.1 Other

- a)** Bids that do not confirm to unconditional acceptance of full responsibility of executing the “Scope of Work” or the amended scope of work, as deemed appropriate by OC-SAG of this tender.
- b)** Bids in which the bidder seeks to influence the OC-SAG bid evaluation, bid

- comparison or contract award decisions.
- c) Bids that are submitted late will be rejected.

15 CORRECTION OF ERROR

- 15.1** Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the commercial quotations are received by OC-SAG.
- 15.2** Arithmetical errors in quotations will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the quotation form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall quotation price to rise, in which case the quotation price shall govern.

16 PRICES AND PRICE INFORMATION

- 16.1** No adjustment of the price quoted in the RFQ response shall be made on account of any variations in costs of labor and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the contract
- 16.2** The price quoted in the RFQ response shall be the only payment, payable by OC-SAG to the successful Bidder for completion of the contractual obligations by the successful Bidder under the Contract, subject to the terms of payment specified as in the proposed RFQ bid or the ones agreed between OC-SAG and the Bidder after negotiations. The price would be inclusive of all taxes, duties, charges and levies as applicable.
- 16.3** The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of the validity of the quotation and the contract. A quotation submitted with an adjustable price quotation or conditional quotation may be rejected as non-responsive.
- 16.4** It is mandatory to provide break-up of all taxes, duties and levies wherever applicable and/or payable. All the taxes of any nature whatsoever shall be borne by the Bidder including any additional taxes/levies due to change in tax rates.
- 16.5** All costs incurred due to delay of any sort, shall be borne by the Bidder.
- 16.6** OC-SAG reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated within specified time frames.
- 16.7** Room charges shall be inclusive of Complimentary breakfast and all applicable taxes.
- 16.8** The Hotel shall also quote for meals inclusive of all taxes separately like buffet lunch, buffet dinner and packed lunch as the hotel may have to supply packed meals on certain days.

17 CONFIDENTIALITY OF RFQ DOCUMENT

This Document is confidential and the bidder is required to furnish an Undertaking as per annexure 4 that anything contained in this RFQ shall not be disclosed in any manner, what so ever. The undue use by any bidder of confidential information related to the process may

result in rejection of its Bid.

18 BIDDING FORMAT

18.1 Applicant shall submit their Bid in hard copy in one part. Envelope #1 the Earnest Money Deposit (EMD) and Performance Security, and the Envelope #2 shall contain the Quotation as per Annexure I.

18.2 The Bid should be submitted in a sealed envelope marked as “Request for Quotation”.

18.3 The envelope should then be submitted in two sealed envelope bearing the address information as outlined in paragraph and should reach the address before the bid closing date and time.

19 DOCUMENTS TO BE SUBMITTED WITH THE BID

19.1 Evaluation Documents:

- a) Hotel having any past experience in providing accommodation for any mega event.
- b) Hotels shall present Income tax Pan, TIN, Sales tax no., Service Tax registration of the hotel.
- c) Copies of Taxation and Registration Certificates as proof must be enclosed
- d) Copies of relevant document for number of room’s inventory.
- e) Submit a copy of necessary license for daily operations
- f) Necessary licenses obtained for food and beverages service, food production, operation.
- g) Full address and proof of the registered office of the Bidder.
- h) Bidder must give a detailed breakup of the expenditure heads with respect to the quote.

19.2The Request for Quotation should be submitted in the format as per annexure I of Bid

20 EVALUATION OF BIDS

20.1 Preference will be given to Accommodation provider with adequate Security round the clock Hotel’s Location shall be close to any of competition venues.

20.2 Best quoted rates as per the category wise of accommodation provider, will be given the preference(please quote rates in the format in Annexure 1)

20.3 Hotels shall have basic Amenities and Facilities (details shall be given as per annexure2).

20.4 Preference will be given to those providing complimentary facilities/amenities(please fill details in Annexure 3)

20.5 Preference will be given to those having past experience of providing accommodation and catering for any mega event

21 DECLARATION OF SUCESSFUL BIDDER

The Bid of the bidder, who has been declared “Best Bid (T1)” will be awarded the work if the Bid of the bidder is found to be in place as per the RFQ requirement and overall Bid of the bidder is determined to be qualified to perform the work satisfactorily.

22 RIGHT TO VARY SCOPE OF WORK

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

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

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

24 NOTIFICATION OF AWARD

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

24.2 Upon the successful Bidder's furnishing of performance security (10 % of the contractual amount in shape of Bank Guarantee (irrevocable) valid for 180 days from closing of Games, OC-SAG will promptly notify the name of the winning bidder to each unsuccessful Bidder and will discharge their Bid Security.

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

25 SIGNING OF CONTRACT

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

25.2 At the same time as OC-SAG notifies the successful Bidder that its bids has been accepted in the form of LETTER ON INTENT(LOI) and it will send the Bidder the duly filled in Form of Contract in a sealed envelope

26 FAILURE TO AGREE WITH THE TERMS AND CONDITIONS OF THE RFQ

26.1 Failure of the successful bidder to agree with the Terms & Conditions of the RFQ shall constitute sufficient grounds for the annulment of the award as per the contract, in which event OC-SAG may award the contract to the next best value bidder as in this RFQ or call for new quotations .

27 REVELATION OF COMMERCIALS

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

28 PERFORMANCE SECURITY

- 28.1 To ensure due performance of the Contract, Performance Security is to be obtained from the bidder, which has been selected.
- 28.2 Bidder, to whom the letter of Intent is issued, shall have to furnish a “Performance Security” of 10% of the accepted value of the contract in the form of Bank Guarantee (irrevocable) from any Nationalized Bank in an acceptable form to be submitted within 15days of the receipt to the Letter of Acceptance.
- 28.3 The Performance Security should be furnished in the form of a Bank Guarantee from a Nationalized Bank in an acceptable form within 15days of issue of Work Order failing which the penalty of Rs.500/-per day of the contracted amount will be charged from the applicant safe guarding the interest of OC-SAG in all respect. The validity of the “Performance Security” would be up to the period of 180 days post- closing of the games or 30days after submission of all documentation and reports (which ever applies first) and may be extended by a further period, as deemed appropriate by OC-SAG.
- 28.4 All incidental charges whatsoever such as premium, commission etc. with respect to the Performance security shall be borne by the Bidder
- 28.5 Failure to comply with the requirements of Scope of Work specified in this RFQ, as per the judgment of OC-SAG, shall constitute sufficient grounds for the forfeiture of the Performance Security. .
- 28.6 The “Performance Security” shall be released after completion of the contract in all respects and provided further that there is no breach of the contract on the part of the bidder..
- 28.7 No interest or cost will be paid on the Performance Security by OC-SAG.

29 AWARD OF CONTRACT

29.1 Award Criteria

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

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

OC-SAG reserves the right at the time of contract award to increase or decrease by up to 25% of the number of rooms and services originally specified in the scope of work without any change in unit price or other terms and conditions.

30 TERMS OF PAYMENT

The terms of payment and payment schedule will be as under:

- 30.1** 30% of the agreement value will be paid as Advance payment/confirmation within seven days after signing the Agreement
- 30.2** Any advance to the vendor is to be backed by Bank guarantee in order to safeguard interest of the Government/ Organisation
- 30.3** Payment of 70%, within 30 days after submission of final bills by the Hotel depending on settlement of final bills on either side. All bills should be submitted within 30 days after completion of work in duplicate.
- 30.4** Hotels shall only submit bills as per the accommodation meal plan and buffet meals on actual.
- 30.5** Bills towards rooms and buffet meals should be signed by the concerned guest. Any bills not signed by the guest will not be settled by the Games Secretariat.
- 30.6** On certain days packed lunch may be required as the guest will consume it at the stadium.
- 30.7** Charges for all extra services obtained are to be collected directly from the concerned guest unless authorised otherwise by Organising Committee SAG Games 2016.

31 Cancellation of rooms:

- 31.1** Bidders are requested to quote the terms and conditions for cancellations/deferment of any number of 'advance booked' rooms in case such cancellation/deferment is considered necessary by the OC SAG due to any reason whatsoever.
- 31.2** Financial implications of such terms and conditions, if any, shall be weighed against the financial bid of the bidders for selection of bids.

32 TERMS AND CONDITIONS

- 32.1** All the information/details to be supported by authentic documents duly certified by the authorized signatory.
- 32.2** OC-SAG reserves the right to counter offer the selected bidders to bring at par with the lowest rates quoted in the bid by the selected bidder.
- 32.3** OC-SAG reserves the right to re-call or cancel the process of appointment of bidder under this RFQ at anytime and to invite fresh bids in respect of the mandate herein proposed;
- 32.4** OC-SAG reserves the right to extend the time for submission of bids at its sole discretion at any time prior to the Due Date;
- 32.5** Save as expressly authorized by OC-SAG in writing the service provider shall not without OC-SAG's prior express approval incur any liabilities on behalf of OC-SAG nor pledge the credit of OC-SAG nor make any representations nor give any warranty on behalf of OC-SAG;
- 32.6** The mere submission of bids in response to this RFQ by a bidder, or the rejection thereof by OC-SAG in its absolute discretion, shall not itself constitute any relationship, legal or otherwise between OC-SAG and the bidder or give or be deemed to give rise to any cause or grievance to the bidder against OC-SAG and

- further shall not for any reason and in any manner confer on the bidder any right or entitlement to raise any disputes regarding any term or condition contained herein nor in respect of any act or mission or decision taken by OC-SAG ;
- 32.7** In the event of any misstatement or misrepresentation being discovered or detected in the information furnished/documents submitted by the bidder in response to this advertisement/RFQ or at any later stage or in the event any contravention by the bidder of the conditions and criteria stipulated by OC-SAG, the appointment/ engagement of the bidder shall stand terminated /cancelled and no further fee shall be payable or be paid by OS-SAG to the bidder and the Earnest Money Deposit/performance guarantee, as applicable , submitted by the bidder shall be forfeited forthwith by OC-SAG , without any further notice.
- 32.8** The bidder must strictly comply with all terms and conditions herein.
- 32.9** OC-SAG reserves the right to call upon any or all bidders to satisfy OC-SAG regarding the correctness and genuineness of any Document submitted or information furnished by the bidder or may call for any additional Documents/information from the bidders to verify the information provided by the bidder or may further seek any clarification or elaboration from the bidder at anytime prior to the finalizing the Bid; however, this shall not be construed to confer any kind of right or entitlement to the bidder to submit any additional Document/Information after the submission of its Bid. Further, OC-SAG may call upon any or all the Applicant bidders to make a presentation to OC-SAG in respect of its capabilities represented by the bidder at any time prior to the finalization of the Bid; any bidder who refuses to or otherwise neglects to make such presentation to OC-SAG shall not be considered for any further evaluation and shall stand disqualified;
- 32.10** OC-SAG is not bound to accept the lowest bid as the technical competence, legal standing of the Bidder and the quality of services anticipated to be provided by the Bidder (to be determined primarily on the basis of the documents/information provided by the bidder or presentation made by the bidder) shall be material criteria for awarding the Bid;
- 32.11** Any and all information contained in the Bid document has been furnished by OC-SAG in good faith and with the sole objective to assist the bidder to assess and respond to the RFQ invited by the Bid Document. The Bid Document does not constitute an offer or solicitation; while reasonable effort has been made to provide such information which is necessary for the bidder to evaluate the essential scope of the engagement and opportunity under the Bid Document, however, the information contained in the Bid Document is only indicative and is not intended to exhaustively cover every element of the proposed opportunity. OC-SAG does not warrant the accuracy or completeness of the information contained in the Bid document.
- 32.12** The bidder shall maintain and provide at its own expense and to the reasonable satisfaction of OC-SAG such offices and other premises administration facilities and marketing organization as may be necessary for the efficient and effective performance of its obligations under this Agreement.
- 32.13** While due care has been taken by OC-SAG to provide information as is

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

- 32.14** The selected bidder shall undertake not to divulge any information, document, etc. of OC-SAG to any third party, except when permitted in writing by OC-SAG/designated authority. The empanelled bidder for itself and for every employee/professional engaged by the bidder for the work of OC-SAG, shall undertake to maintain the highest degree of confidentiality and secrecy with regard to all matters of OC-SAG.
- 32.15** The agreed rates will be applicable even when the requirement of rooms goes up
- 32.16** The requirement of rooms may be varied by 25% plus or minus at the same rate, terms and conditions at the discretion of OC SAG 2016.
- 32.17** There will be no variation in hotel rooms and food rates during the agreement period
- 32.18** One of the shortlisted 4-5 Star Hotel or equivalent in both Shillong and Guwahati would get the status of the Games Family Hotel for the prestigious international event. The Games Secretariat will include the Games Family Hotel's website link on its official website and other collaterals of the 12th South Asian Games, handled by the Games Secretariat. The selected Hotel would be designated as the 'Games Family Hotel' and promoted with logo presence on all visual publicity by the Games Secretariat including free presence of its link on Games Secretariat website. The Games Family Hotel's name would be mailed separately to all other guests/delegates attending the 12th South Asian Games. From a security point of view the selected hotel shall not arrange any major function as far as possible so that there are no security lapses.
- 32.19** The 4-5 star hotels shall also quote for banquet hall/conference room which will be dedicated to OC SAG 2016 during the contractual period, for approximately 50 persons
- 32.20** Force majeure: OC-SAG will not be made responsible and accountable for cancellation of booking of the rooms due to reasons of beyond human control and ACT of GOD.

33 CONFLICT OF INTEREST

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

34 GOVERNING LAW

34.1 This RFQ is to be interpreted in accordance with the laws of India and with the ethical requirements of that jurisdiction. Only Assam Courts shall have exclusive jurisdiction in case any dispute arise between the OC-SAG and the Bidder with regard to this RFQ. The relations between the parties shall be governed by the applicable laws of India.

35 NO RIGHTS GRANTED

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

36 LOCAL CONDITIONS

- 36.1** It will be incumbent upon each Bidder to fully acquaint himself with the local conditions and factors, which would have any effect on the performance of the contract and/or the cost.
- 36.2** It will be imperative for each Bidder to fully inform himself/herself of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents. OC-SAG shall not entertain any request for clarification from the Bidder regarding such legal conditions.
- 36.3** It is the responsibility of the Bidder that all factors have properly been investigated and considered while submitting the bid quotations and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by OC -SAG and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by OC-SAG on account of failure of the Bidder to apprise themselves of local laws/conditions.

37 CANCELLATION OF GAMES

37.1 If the Games are not held for any reason:

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

38. The Following facilities will be extended to the service provider:

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

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

ANNEXURE – 1

RFQ – HOTELS FOR THE 12TH SOUTH ASIAN GAMES

Particulars	Details
Name of the Hotel	
Star Category	
Address	
Contact Details	
Contact Number	
Email	
HOTEL DETAILS	
Total Room Capacity	
Total number of AC Rooms offered	
No. of rooms on twin sharing basis(AC Rooms) offered	
Room rate incl. of B/f and all applicable taxes	
Rooms on Single/Double Occupancy(AC Rooms) offered	
Room rate incl. of B/f and all applicable taxes	
No. of Suites (AC) offered	
Room rate incl. of B/f and all applicable taxes	
FOOD RATES	
Buffet lunch incl. of all taxes	
Buffet dinner incl. of all taxes	
Packed lunch incl. of all taxes	

Validity period of rate offered

Room Rates should include room charges inclusive of buffet breakfast and all applicable taxes. Quoted rates for lunch (both buffet and packed) and dinner should be given separately. Offered rates will remain fixed during the validity period of the contract agreement.

**Signature of the Authorised Signatory
With name and seal**

Annexure - 2

Facilities available at the Hotel

(Please tick if the facility is available and 'x' if not available)

Facility	Remarks (if any)
Airport Pick up and Drop Service	
Ample Parking Space	
Multi cuisine restaurants	
Swimming Pool	
Gymnasium/Health Club	
Business Centre	
Wi-Fi/Internet in Rooms/Lobby area/other areas of the hotel	
Room heating facility	
Conference Halls/ Board Rooms	
Travel Desk	
24/7 Water supply	
Doctor on Call	
Recreation Activities	
Any other facilities	

**Signature of the Authorised Signatory
With name and seal**

Annexure – 3

Complimentary Amenities (if any)

Amenities	Yes/No	Number
Complimentary Room (s)		
Complimentary Airport Transfers by car		
Internet access/Wi-Fi		
Happy Hours		
Discounts on F&B at the hotels in-house restaurants		
Discounts on laundry		
Any other amenities offered on a complimentary basis		

**Signature of the Authorised Signatory
With name and seal**

Annexure 4

UNDERTAKING

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

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

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

Signature

DATE : _____

Name in full

PLACE : _____

Designation