

**“REQUEST FOR PROPOSAL”**

**FOR**

**‘APPOINTMENT OF A CATERING SERVICE PROVIDER  
FOR VIP’S, MEDIA, WORKFORCE, ATHLETE’S AND  
TECHNICAL OFFICIALS CATERING FOR THE 12<sup>TH</sup>  
SOUTH ASIAN GAMES IN SHILLONG’**

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

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## THE SOUTH ASIAN GAMES

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

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

## THE 12TH SOUTH ASIAN GAMES

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

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

### Sports

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

#### Guwahati, Assam

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

#### Shillong, Meghalaya

Archery	Boxing	Football (Women)	Judo
Table Tennis	Taekwondo	Wushu	

## 1. SUMMARY OF THE BID

This Request for Proposal (RFP) is issued by the Organising Committee – 12th South Asian Games (OC-SAG) to obtain Bids for the appointment of catering services provider for VIP's, Media, Workforce, Athletes and Technical Officials catering **to manage end-to-end Food and beverage Services** for a period from the 4<sup>th</sup> February 2016 till the 16<sup>th</sup> February 2016.

In the 12th South Asian Games, there will be approximately 4500 athletes and 1500 Games Officials, 2500 volunteers for 23 sport disciplines with International Media, VIPs, Dignitaries, Other Officials and over 1000 suppliers.

The principle objectives in the provision of Catering Services in the outlined venues are to plan, direct, control and deliver catering services for Workforce, Athletes and Technical Officials; provide catering services that are consistent with customer and client expectations whilst working within agreed budgets; work in partnership with OC-SAG.

The Catering service provider is solely responsible for bringing required equipment, Staff, FF&E, required for the smooth operations of the services.

## 2. INSTRUCTIONS TO BIDDERS

- 2.1 The Bidders can download the details of this tender and its supporting documents from the website: <http://assamtenders.gov.in> . The tender documents have to be purchased online only.
- 2.2 The bidders participating for the first time for e-Tenders on e-Tendering portal will have to complete Online Registration Process for the e-Tendering portal.
- 2.3 All Bidders interested in participating in the online e-Tendering process are required to obtain Class II or Class III Digital Certificates. The Tender should be prepared and submitted online using individual's digital signature certificate.
- 2.4 The Bidders Tool Kit Link (detailed help documents designed for bidders) has been provided on e-Tendering website in order to guide them through different steps involved during e-Tendering such as online procedure for tender document purchase, bid preparation and bid submission. If any assistance is required regarding e-Tendering (registration/upload/download) please contact the Govt. of Assam e-Tendering **Help Desk at number: 0361-2260254, 2261964**

### **3. PURCHASE AND DOWNLOADING OF TENDER FORMS**

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

### **4. ELIGIBILITY CRITERIA**

The agencies intending to bid for appointment as a Catering Services provider shall fulfill the following qualification criteria:

1. The Bidder/ Principal Bidder (n case of a consortium) should be registered business entity and have been operating in this field for last 3 years. (In case of Consortium, Memorandum of Understanding /Association with the lead partner of the consortium have to be submitted).
2. The Bidder/ Principal Bidder should have at least one office in Shillong or will have to set up an office in Shillong within 10 days from issue of LOI.
3. The Bidder/ Principal Bidder should have handled catering of Government of India/ State Governments/ PSUs and/or private companies in at least 3 assignments during the last three years having total value of minimum 50% of the estimated value of tender.
4. The Bidder/ Principal Bidder should have Income Tax PAN, TIN/Sales Tax, Service Tax Registration, certificate from Commercial Taxes Department, Valid Catering license like FSSAI (Food Safety and Standards Authority of India) or from the competent authority.
5. The Bidder/ Principal Bidder should have sound financial position and should have average annual turnover of Rs. 35 lakh (Rupees Eighty Lakh Only) during last three Financial Years
7. The bidders should not have been blacklisted by any state / central government department, agency, corporation, urban local body, PSU anyti

## 5. SCOPE OF WORK

### COMPETITION SCHEDULE

Sr. No	CITY	Sport	Venue	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7	Day 8	Day 9	Day 10	Day 11	Day 12
				5th Feb	6th Feb	7th Feb	8th Feb	9th Feb	10th Feb	11th Feb	12th Feb	13th Feb	14th Feb	15th Feb	16th Feb
				Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue
1		Opening Ceremony	Jawaharlal Nehru Sports Complex		•										
2	<b>SHILLONG</b>	Archery	JLN Sports Complex Polo Ground, Shillong	•	•	•	•	•							
3		Boxing	SAI-SAG Centre, NEHU Campus, Multipurpose Hall									•	•	•	•
4		Football (W)	Jawaharlal Nehru Sports Complex		•	•	•	•	•	•	•	•	•		
5		Judo	Jawaharlal Nehru Sports Complex, Indoor Hall										•	•	•
6		Table Tennis	Jawaharlal Nehru Sports Complex, Indoor Hall		•	•	•	•							
7		Taekwondo	NEIGHRIHMS Indoor Stadium										•	•	•
8		Wushu	SAI-SAG Centre, NEHU Campus, Multipurpose Hall		•	•	•								

**ESTIMATED NUMBER OF VIP's AS PER COMPETITION VENUES**

Sr. No.	CITY	Sport	Venue	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7	Day 8	Day 9	Day 10	Day 11	Day 12	
				5th Feb	6th Feb	7th Feb	8th Feb	9th Feb	10th Feb	11th Feb	12th Feb	13th Feb	14th Feb	15th Feb	16th Feb	
				Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	
1		Opening Ceremony	Jawaharlal Nehru Sports Complex		300											
2	SHILLONG	Archery	JLN Sports Complex Polo Ground, Shillong	50	50	50	50	50								
3		Boxing	SAI-SAG Centre, NEHU Campus, Multipurpose Hall									50	50	50	50	
4		Football (W)	Jawaharlal Nehru Sports Complex		70	70	70	70	70	70	70	70	100	100		
5		Judo	Jawaharlal Nehru Sports Complex, Indoor Hall										50	50	50	
6		Table Tennis	Jawaharlal Nehru Sports Complex, Indoor Hall		50	50	50	50								
7		Taekwondo	NEIGHRIHMS Indoor Stadium										50	50	50	
8		Wushu	SAI-SAG Centre, NEHU Campus, Multipurpose Hall		50	50	50									



**ESTIMATED NUMBER OF MEDIA AS PER COMPETITION VENUES**

Sr. No	CITY	Sport	Venue	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7	Day 8	Day 9	Day 10	Day 11	Day 12
				5th Feb	6th Feb	7th Feb	8th Feb	9th Feb	10th Feb	11th Feb	12th Feb	13th Feb	14th Feb	15th Feb	16th Feb
				Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue
1		Opening Ceremony	Jawaharlal Nehru Sports Complex		200										
2	SHILLONG	Archery	JLN Sports Complex Polo Ground, Shillong	40	40	40	40	40							
3		Boxing	SAI-SAG Centre, NEHU Campus, Multipurpose Hall									40	40	40	40
4		Football (W)	Jawaharlal Nehru Sports Complex		50	50	50	50	50	50	50	50	70	70	
5		Judo	Jawaharlal Nehru Sports Complex, Indoor Hall										40	40	40
6		Table Tennis	Jawaharlal Nehru Sports Complex, Indoor Hall		40	40	40	40							
7		Taekwondo	NEIGHRIHMS Indoor Stadium										40	40	40
8		Wushu	SAI-SAG Centre, NEHU Campus, Multipurpose Hall		40	40	40								
9				Main Media Center	75	75	75	75	75	75	75	75	75	75	75

Days of Service Required:

CONSTITUENT GROUPS	Estimated no. of Pax	No. Of Days of Service*
VIP's	2160	As per the table attached
Media	2520	As per the table attached
Workforce & Volunteers	1200-Breakfast 1500-Lunch 450-Dinner	From 4th till last day of match for each venue
Athletes & Technical Officials	7000	As per Competition Schedule

\* Detailed Delivery Plan for VIP's, Media, Workforce, Athletes and Technical Officials will be shared with the successful bidder.

\*\* The above quantities are subject to a variation of  $\pm 25\%$  to be advised by OC-SAG 2016 at least 48 hours prior to the competition day. Billing will be done on Actual Basis.

### **LEVEL OF SERVICE- WORKFORCE (BOX MEALS)**

BREAKFAST						
Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7
Fresh Seasonal fruits, croissant	Samosa	Aloo Paratha	Vada pao, Croissant	Cheese Burger	Bread toast, Butter, Jam	Fresh Seasonal fruits, croissant
Club Sandwich	Raisin Muffins	Butter, Pickle	Fresh fruit	French Fries	Cutlet	Club Sandwich
Juice	Juice	Juice	Juice	Juice	Juice	Juice
Sauce Sachet	Sauce Sachet	Sauce Sachet	Sauce Sachet	Sauce Sachet	Sauce Sachet	Sauce Sachet

LUNCH						
DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
Kadhai Paneer	Palak Paneer	Soyabean Mattar	Dal Makhni	Matar Paneer	Aaloo Gobi	Aloo Matar
Jeera Rice	Peas Pulao	Jeera Rice	Jeera Rice	Veg Biryani	Peas Pulap	Jeera Rice
Pickle	Pickle	Pickle	Pickle	Pickle	Pickle	Pickle
Gulab Jamun	Besan Ladoo	Moong Dal Burfi	Coconut Ladoo	kajoo Burfi	khoya Burfi	Besan Ladoo

DINNER						
DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7
Matar Paneer	Aaloo Gobi	Aloo Matar	Kadhai Paneer	Palak Panner	Soyabean Mattar	Mix Veg
Veg Biryani	Peas Pulap	Jeera Rice	Jeera Rice	Peas Pulao	Jeera Rice	Jeera Rice
Pickle	Pickle	Pickle	Pickle	Pickle	Pickle	Pickle
kajoo Burfi	khoya Burfi	Besan Ladoo	Gulab Jamun	Besan Ladoo	Moong Dal Burfi	Coconut Ladoo

#### LEVEL OF SERVICE- ATHLETES AND TECHNICAL OFFICIALS

ATHLETES, TEAM OFFICIALS AND TECHNICAL OFFICIAL'S	
ATHLETES & TECHNICAL OFFICIAL'S	LEVEL OF SERVICE
Athletes lounge	Multi grain biscuits, Whole fresh fruits, Coffee, tea with accompaniments like sugar/milk/cup/stirrers, can Juice and Water.
Technical official's lounge	Quality home style cookies, Coffee, Tea, Water, Can juice and Meal Box
Non-competition training sites	Ice, Water
Field of play stadiums, training areas	Ice, Water

<b>GAMES FAMILY &amp; VIP</b>						
<b>Day 1</b>	<b>Day 2</b>	<b>Day 3</b>	<b>Day 4</b>	<b>Day 5</b>	<b>Day 6</b>	<b>Day 7</b>
Chicken Sandwich	Chicken Mini Sub Rolls	Chicken Nuggets	Choice of Chicken Kabab	Chicken Sandwich	Chicken Mini Sub Rolls	Chicken Nuggets
Cheese Sandwich	Veg Mini Sub Rolls	Mini Pizza	Choice of Veg Kabab	Cheese Sandwich	Veg Mini Sub Rolls	Mini Pizza
Spring Roll	Cocktail Samosa	Cheese Balls	Veg Cutlet	Spring Roll	Cocktail Samosa	Cheese Balls
French Fries	Assorted Muffins	Potato Veggies	Mix Pakora	French Fries	Assorted Muffins	Potato Veggies
Indian Sweet	Indian Sweet	Indian Sweet	Indian Sweet	Indian Sweet	Indian Sweet	Indian Sweet
High quality hot & cold beverages, Tea/ Coffee vending machines including selection of teas, Selection of coffee, Milk and assorted juices						

<b>MEDIA</b>	
MEDIA	LEVEL OF SERVICE
MEDIA LOUNGE	Coffee, tea, water & plain cookies
	Morning, mid & afternoon/evening coffee breaks (Cheese & Vegetable sandwiches, Muffins, croissants)
COMMENTARY, TRIBUNE OR STATIC CAMERA POSITIONS	Water

<b>MEDICAL AND DOPING</b>	
MEDICAL & DOPING	LEVEL OF SERVICE
MEDICAL SERVICES (ATHLETES)	Ice, Water, Bottle preserved juice
DOPING CONTROL	Ice, Water, Bottle preserved juice

The broad scope of work of Catering includes:

- The Catering Service Provider has to provide tea / coffee vending machines along with cheffing dishes (VIP's and Media Lounge), disposable cups, water dispensers, display coolers at all VIP's, Media, Athletes & Team Official's Lounge.
- The Caterer needs to quote on the basis of the above mentioned 7 day menu cycle as per the constituent groups mentioned above (Number of meals is mentioned in the Commercial Sheet).
- The food items should be hygienically prepared with good quality spices and Ghee/Oils per FSSAI guideline, fit for human consumption and having specified proteins and calories.
- No children below the restricted age group as per the guidelines issued by the competent authorities shall be employed by the contractor.
- The successful Bidder should be committed to save Energy, protect Environment and Health and Safety of personnel involved in providing the services.
- The Catering Service Provider shall have to make arrangements for their own transport, staff and material, equipment, required for the execution of the work. The successful Bidder has to transport consumable food items to different venues from

their base kitchen maintaining the food quality and hygiene standards of the food.

- The Catering Service Provider needs to maintain the decorum of the existing structures at the property unless authorized to make changes.
- A periodic daily check will be conducted by the competent authorities for evaluation purpose, to the location where the execution of the assigned work is going on and see the preparation of the Bidder.
- The Caterer is not authorized to waive or release any privilege or other protection of information, confidential, secret, or otherwise, obtained from or on behalf the OC – SAG 2016.
- The Catering Service Provider will also be responsible for providing ice for Sport, Medical and Catering purposes. The requirement will be provided to the caterer 48 hours in advance.
- The food is required to be prepared using ingredients of high quality under hygienic conditions duly complying with the norms laid down under Prevention of Food Adulteration Act and other statutory requirements prescribed by law.
- The food is required to be in Meal Boxes in breakfast, lunch and dinner for workforce in food grade using the highest quality of eco-friendly disposables maintaining correct temperature and highest hygiene standards.
- The caterer is required to ensure that the food supplied is in good condition, fit for consumption during the time period fixed for the supply.
- The food is required to be catered to the Workforce, Volunteers during the period from 4<sup>th</sup> February till the last day of competition at each venue as per the competition schedule.
- The caterer will be responsible to deliver, stock, and replenish the beverages& food items in the display fridges at various lounges, workforce break area and offices in the venue on a regular basis.
- The Caterer needs to submit a quote per pax according to the menu stated. The rates are to be including all taxes and other charges.
- Plan, direct, control and deliver catering services for all customer groups;
- Provide catering services that are consistent with customer and client expectations whilst working within agreed budgets; work in partnership with OC-SAG and contribute to the overall success of the OC-SAG.
- All the Catering staff stationed in the lounges must have experience of handling food and fluent in speaking English language.
- The Successful bidder must provide OC - SAG 2016 with a complete staff report from staff check in and supporting information to demonstrate how they arrived at numbers across all areas

IF THE SUCCESSFUL BIDDER/ CONTRACTOR FAILS TO EXECUTE THE PROJECT AS PER THE TERMS AND CONDITIONS OF THE AGREEMENT EXECUTED, A PENALTY AT THE RATE OF MAXIMUM OF 10% OF THE TOTAL CONTRACT VALUE SHALL BE LEVIED ON THE CONTRACTOR, WHICH SHALL BE RECOVERED FROM THE SECURITY DEPOSIT OR FROM

THE PAYMENT TO BE MADE TO THE CONTRACTOR AND THE CONTRACT MAY BE TERMINATED AT THE RISK AND COST OF THE CONTRACTOR. HOWEVER, THE DECISION REGARDING THE QUANTUM OF PENALTY SHALL VEST WITH THE OC – SAG 2016.

### **Value in Kind (VIK) Management**

The caterer will be required to produce the cost of Beverages cheaper than the market cost price. If in case OC - SAG 2016 gets its Beverages as VIK from its Beverage sponsor, the total amount of the Beverages scoped by the caterer will be absorbed. As mentioned above, in case of sponsor providing beverages as VIK the caterer will be responsible for managing the VIK products (Beverages) as supplied by the VIK. The VIK will be stored at a nominated area in the venue perimeter (Catering Compound). Display fridges (coolers) will be installed at various locations in the venue where VIK needs to be served to selected constituent groups by VIK Suppliers. The Selected caterer will be responsible to deliver stock, replenish the VIK in the display fridges at various lounges in the venue on a regular basis

### **6. COST OF BID**

- 6.1 A non-refundable tender fee and a non-refundable Tender Processing Fee of INR 2500/- (Rupees Two Thousand Five Hundred Only) are to be submitted in the form of Demand Draft or Bankers cheque. These said Demand Draft/ Banker Cheque should be from a Nationalized Bank drawn in favour of the “Organising Committee, 12th South Asian Games 2016, Guwahati” Payable at Guwahati, Assam at the office of Organising Committee, South Asian Games, 2nd Floor, Nidhi Bhavan, Lalmati, NH 37, Basistha, Guwahati-781029 on or before scheduled date given in this RFP, along with the tender papers.
- 6.2 As part of the Bid, the bidder shall enclose the Demand Draft in a separate envelope i.e. Envelope#1 and clearly mark as “Demand Draft for Tender Document Fee and Tender Processing Fee” and send along with the Bid document.

### **7. EARNEST MONEY DEPOSIT**

- 7.1 Bidders shall submit, along with their Bids, EMD of Rs 1,75,000/- (Rupees One Lakh Seventy Five Thousand Only), in the form of a Demand Draft or Bankers Cheque from any nationalized bank in favour of the “Organising Committee, 12<sup>th</sup> South Asian Games 2016, Guwahati” Payable at Guwahati. Bid security in any other form will not be accepted.
- 7.2 The EMD of all unsuccessful bidders will be refunded by the “Organising Committee, South Asian Games 2016” after the award of contract. The bid security, for the amount mentioned above, of successful bidder will be returned upon submission of Performance Guarantee and finalization of contract agreement.

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

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

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

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

## 8. BID SCHEDULE

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

Sr. No	INFORMATION	DETAILS
1	Non- Refundable Tender Cost and Tender Processing Fee	INR 2500/-
2	Publishing of RFP through e-tender	06 January 2016
3	Estimated Value of Tender	INR 8,717,110/-
4	Earnest Money Deposit (EMD)	INR 1,75,000/-
5	Last date for submission of written queries for clarifications.	09 January 2016 till 1200 Hrs <a href="mailto:venuedevelopment.ocsag@gmail.com">venuedevelopment.ocsag@gmail.com</a>
6	Release of response to clarifications (by email only)	11 January 2016 by 1600 Hrs
7	Date of Pre-Bid conference	10 January 2016 at 1600 Hrs <b>Venue: Organising Committee, 12<sup>th</sup> South Asian Games, 2nd Floor, Nidhi Bhavan, Lalmati, NH 37, Basistha, Guwahati-781029</b>
8	Last date (deadline) for receipt of proposals in response to RFP notice (online only)	16 January 2016 at 1600 Hrs
9	Place, Time and Date of opening of Pre Bid proposals and pre-qualification received in response to the RFP notice	16 January 2016 at 1630 Hrs at <b>Organising Committee, 12<sup>th</sup> South Asian Games, 2nd Floor, Nidhi Bhavan, Lalmati, NH 37, Basistha, Guwahati-781029</b>
10	Place, Time and Date of opening of Commercial proposals received in response to the RFP notice	Shall be intimated to the technically qualified bidders at a later stage.
11	Contact Person for queries	Venue Development and Operations FA Head  <a href="mailto:venueoperationshillong.ocsag@gmail.com">venueoperationshillong.ocsag@gmail.com</a>
12	Addressee and Address at which proposal in response to RFP notice is to be submitted	<b>Organising Committee, 12<sup>th</sup> South Asian Games, 2nd Floor, Nidhi Bhavan, Lalmati, NH 37, Basistha, Guwahati-781029</b>

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



## 9. PRE-BID CONFERENCE

OC-SAG will host a Pre-Bid Conference, scheduled on 10 January 2016 at 1600 Hrs at **the office of the Organising Committee, 12<sup>th</sup> South Asian Games at 2nd Floor, Nidhi Bhavan, Lalmati, NH 37, Basistha, Guwahati-781029**. The representatives of the interested organizations may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed solution requirements with reference to the particular RFP. The OC-SAG shall provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project during the pre-bid conference. Only those bidders who have purchased the tender document shall be allowed for pre-bid conference.

## 10. RESPONSE TO BIDDER'S QUERIES

10.1 All enquiries from the bidders relating to this RFP must be submitted exclusively to the concerned Functional Area at the given email address. The queries should necessarily be submitted in the following format:

Venue Development and Operations			
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
<b>Sl. No.</b>	<b>Bidding Document Reference(s) (section number/page)</b>	<b>Content of RFP requiring clarification</b>	<b>Points of Clarification required.</b>

10.2 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 will 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.

## 11. SUBMISSION OF PROPOSAL

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

11.2 The Applicant is required to upload :

- Scanned copy of D.D. / Bankers Cheque drawn against the Tender cost and processing fees.
- E.M.D of Rs. 1,75,000/- should be paid as per clause 7.
- Pre- Qualification Bid documents to be uploaded and submitted as per clause 17.1
- Commercial Bid as Prescribed at clause 17.2
- Potential applicant must complete and sign the Undertaking at ANNEXURE -A
- The Proposal should be filled by the bidder in English language only.

11.3 The bidder should quote price in Indian Rupees only.

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

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

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

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

11.8 The Bids shall be valid for a period of 3 months from the date of opening of the Bids. A Bid valid for a shorter period may be rejected as nonresponsive. On completion of the validity period, unless the bidder withdraws the Bid/ proposal in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws the same.

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

11.10 The sealed envelope containing the Bids (Envelope #1, #2 ) must be received in the

office of the Organising Committee, 12<sup>th</sup> South Asian Games, Hockey Stadium, 2nd Floor, Nidhi Bhavan, Lalmati, NH 37, Basistha, Guwahati-781029 between 10 am to 5 pm on any working day up to 16 January 2016 till 1600 Hrs. Envelopes/documents received after the stated time and date will be rejected and returned unopened.

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

“CONFIDENTIAL RFP DOCUMENTATIONS- DO NOT OPEN: APPOINTMENT OF A CATERING SERVICE PROVIDER FOR VIP’s, MEDIA, WORKFORCE ATHELETEC AND TECHNICAL OFFICIALS FOR SHILLONG FOR THE 12TH SOUTH ASIAN GAMES”.

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

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

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

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

## **12. REJECTION CRITERIA:**

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

### **A. Pre- qualification Bid**

- Incomplete bids that do not quote for the complete Scope of Work as indicated in the bidding documents, addendum (if any) and any subsequent information given to the bidder.
- Bids providing information that is found to be incorrect / misleading at any stage/time during the Tendering process.

- Pre-qualification bid containing commercial details.
- Bids that reveal prices in any form or by any means before opening the Commercial Bid.
- OC-SAG reserves the right to accept any bid and to annul the tender process and reject any or all the bids at any time prior to award of work, without incurring any liability towards affected applicant(s) or to inform the affected applicant(s) of the grounds of such annulment /rejection.

**B. Commercial Bids:**

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

**C. Other**

- Bids that do not confirm to unconditional acceptance of full responsibility of executing the “Scope of Work” or the amended scope of work, as deemed appropriate by OC-SAG of this tender.
- Bids in which the bidder seeks to influence the OC-SAG bid evaluation, bid comparison or contract award decisions.
- The commercial bids of those bidders, whose pre-qualification bid(s) are found acceptable, shall be opened and processed further as per rules laid down for the same.
- Bids that are submitted late will be rejected.

### **13. CORRECTION OF ERROR**

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

### **14. PRICES AND PRICE INFORMATION**

- 14.1 No adjustment of the price quoted in the Commercial Proposal shall be made on account of any variations in costs of labor and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the contract
- 14.2 The price quoted in the Commercial Proposal shall be the only payment, payable by OC-SAG to the successful Bidder for completion of the contractual obligations by the successful Bidder under the Contract, subject to the terms of payment specified as in the proposed commercial bid or the ones agreed between OC-SAG and the Bidder after negotiations. The price would be inclusive of all taxes, duties, charges and levies as applicable.
- 14.3 The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of the validity of the proposal and the contract. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.
- 14.4 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.

- 14.5 All costs incurred due to delay of any sort, shall be borne by the Bidder.
- 14.6 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.

## **15. CONFIDENTIALITY OF RFP DOCUMENT**

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

## **16. BIDDING FORMAT**

- 16.1 Applicant will submit their Bid in hard copy in two parts. Envelope #1 will contain the Tender Document Fee, Tender Processing Fees and the Earnest Money Deposit (EMD) . The Envelope #2 will be for the Eligibility Criteria and pre-qualification criteria
- 16.2 The Pre-Qualification Bid should be submitted in a sealed envelope marked as “Eligibility and Pre-Qualification Bid”.
- 16.3 The “Commercial Bid” is NOT to be submitted in hard copy.
- 16.4 The two sealed envelopes should then be submitted in one sealed envelope bearing the address information given above and should reach the address before the bid closing date.

## 17. DOCUMENTS TO BE SUBMITTED WITH THE BID

### 17.1. QUALIFICATION BID

S. No	CRITERIA	Documents to be attached
1	The bidder should be a company incorporated under Companies Act, 1956 and should have been in existence for more than 3 years in India	Certificate of Incorporation to be submitted.
2	1. Experience of having successfully delivered Catering Services during last 3 years with at least 3 assignments during the last three years having total value of minimum 50% of the estimated cost of tender.	Copy of Letter of Intent or Work Order or Agreement or letter from clients clearing stating the project cost and scope for similar work executed during last 3 years
3	Average Annual financial turnover during the last 3 years, ending 31 <sup>st</sup> March of the previous financial year, should be at least Rs. 35 Lakh.	Certificate from CA containing turnover year wise out of Catering Business with certified copy of audited balance sheet and P&L Statements to be provided for the last 3 years
4	The bidder should not have been blacklisted by any state / central government department, agency, corporation, urban local body, PSU anytime	Undertaking to be furnished by Authorized Signatory on the company letterhead
5	The Bidder should have Income Tax PAN, TIN/Sales Tax, Service Tax Registration, certificate from Commercial Taxes Department, Valid Catering license like FSSAI (Food Safety and Standards Authority of India) or from competent authority.	Supporting Documents to be submitted

## **17.2. COMMERCIAL BID**

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

- a) All prices as per the prescribed format given in Commercial Bid provided in Annexure C. The Bidders should provide the lowest level of details for each cost item mentioned, including the number of unit, cost per unit, number of days of deployment, etc.
- b) It is mandatory to provide breakup of all Taxes, Duties and levies wherever applicable and/or payable.
- c) The Final Commercial Bid of the Bidder shall be inclusive of all Taxes, Duties and Levies including Service Tax, Withholding Tax, etc.

## **18. EVALUATION OF BIDS**

18.1 The Bids will be evaluated on the basis of combined process of pre - qualification criteria and Commercial Bid. Only the bids qualifying the pre-qualification criteria will be eligible for the commercial evaluation.

18.2 The Commercial Bids of the bidder who fulfill the pre-qualification criteria shall be opened in the presence of one representative each from the respective bidders who choose to attend. The name of the bidder and the quoted rates shall be read aloud and recorded.

18.3 The commercial bids of those who qualify as per pre-qualification criteria will be opened, and would be evaluated and qualified on the basis of L1 i.e., the lowest commercial bid value among all the bids.

## **19. DECLARATION OF SUCCESSFUL BIDDER**

19.1 The Bid of the bidder, who has been declared “Lowest Bid (L1) (Including All Taxes)”, will be awarded the work if the Commercial Bid of the bidder is found to be in place as per the RFP requirement and overall Bid of the bidder is determined to be qualified to perform the work satisfactorily. OC-SAG reserves the right to select more than one bidder for the Catering Services in case selected bidder cannot cater to the requirements of OC-SAG.

19.2 OC-SAG will award the contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the best value



proposal.

- 19.3 OC-SAG may at anytime at the time of RFP processor 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.
- 19.4 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 or after the award of work, without thereby incurring any liability to the affected bidder or bidders, any obligation to inform the affected bidder or bidders of the grounds for OC-SAG's action.
- 19.5 The Bid Evaluation Report shall be confidential till the award of contract.

## **20. RIGHT TO VARY SCOPE OF WORK**

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

## **21. 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 or after 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.

## **22. NOTIFICATION OF AWARD**

- 22.1. 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 his bid has been accepted.
- 22.2. 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.
- 22.3. If, after notification of award, an unsuccessful Bidder wishes to ascertain the grounds on which his bid was not selected, he should address his request to OC-SAG. OC-SAG will promptly respond in writing to the unsuccessful Bidder.

## **23. SIGNING OF CONTRACT**

- 23.1 At the time OC-SAG notifies the successful bidder that its bid has been accepted OC-

SAG will send the Letter of Intent, incorporating all requirements of OC-SAG. Within Seven working days of receipt of the letter of Intent, the successful bidder shall sign and date the Work Order or the subsequent amended letter of Intent, and return the copy to OC-SAG.

- 23.2 At the same time as OC-SAG notifies the successful Bidder that its bids has been accepted, it will send the Bidder the duly filled in Form of Contract incorporating all Annexures and other attachments.

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

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

#### **25. REVELATION OF COMMERCIALS**

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

#### **26. PERFORMANCE SECURITY**

- 26.1 To ensure due performance of the Contract, Performance Security is to be obtained from the bidder, which has been selected. Performance Security is required to be in accordance with Annexure B.
- 26.2 Bidder, to whom the letter of Intent is issued, shall have to furnish a "Performance Security" of 10% of the accepted value of the contract in the form of Bank Guarantee (irrevocable) from any Nationalized Bank in an acceptable form to be submitted within 5 days of the receipt of the Letter of Acceptance.
- 26.3 The Performance Security should be furnished in the form of a Bank Guarantee from a Nationalized Bank in an acceptable form within 5 days of issue of Letter of Acceptance failing which the penalty of Rs.5000/-per day of the contracted amount will be charged from the applicant safeguarding the interest of OC-SAG in all respect. The validity of the "Performance Security" would be up to the period of 180 days post-closing of the games or 30 days after submission of all documentation and reports (which ever applies first) and may be extended by a further period, as deemed appropriate by OC-SAG.

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

## **27. AWARD OF CONTRACT**

### **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.

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

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

## **28. TERMS OF PAYMENT**

The Catering services Fees will be paid as per the following:

The payment of installments will be made on production of the Bills and only after a certificate from a OC-SAG’s designated officer that earlier installment paid have been utilized to his / her satisfaction and the deliverables specified in the contract have been met with. However the amount released earlier will not be applicable for the release of 1<sup>st</sup> installment as the advance payment for the contractor.

The payment will be made in the following manner:

- 28.1 Payment I - 30%: advance for procurement of equipment and consumables against BG of 110% of Advance payment.
- 28.2 Payment II- 20%: after completion of Bump-in Phase (Subject to completion of task within timelines given by OC-SAG)

- 28.3 Payment III- 20%: after completion of event phase (Subject to completion of task within timelines given by OC-SAG)
- 28.4 Payment IV- 30% within 15 days of service completion and certificate satisfactory performance by OC-SAG. (Subject to completion of task within timelines given by OC-SAG)

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

## **29. TERMS AND CONDITIONS**

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

- h. OC- SAG reserves the right to call upon any or all bidders to satisfy OC- SAG regarding the correctness and genuineness of any Document submitted or information furnished by the bidder or may call for any additional Documents/ information from the bidders to verify the information provided by the bidder or may further seek any clarification or elaboration from the bidder at any time prior to the finalizing the Bid; however, this shall not be construed to confer any kind of right or entitlement to the bidder to submit any additional Document/ Information after the submission of its Bid. Further, OC- SAG may call upon any or all the Applicant bidder/s to make a presentation to OC- SAG in respect of its capabilities represented by the bidder at any time prior to the finalization of the Bid; any bidder who refuses to or otherwise neglects to make such presentation to OC- SAG shall not be considered for any further evaluation and shall stand disqualified;
- i. OC- SAG is not bound to accept the lowest Commercial Bid as the technical competence, legal standing of the Bidder and the quality of services anticipated to be provided by the Bidder (to be determined primarily on the basis of the documents/information provided by the bidder or presentation made by the bidder) shall be material criteria for awarding the Bid;
- j. Any and all information contained in the Bid document has been furnished by OC- SAG in good faith and with the sole objective to assist the bidder to assess and respond to the RFP invited by the Bid Document. The Bid Document does not constitute an offer or solicitation; while reasonable effort has been made to provide such information which is necessary for the bidder to evaluate the essential scope of the engagement and opportunity under the Bid Document, however, the information contained in the Bid Document is only indicative and is not intended to exhaustively cover every element of the proposed opportunity. OC- SAG does not warrant the accuracy or completeness of the information contained in the Bid document.
- k. The bidder shall maintain and provide at its own expense and to the reasonable satisfaction of OC- SAG such offices and other premises administration facilities and marketing organization as may be necessary for the efficient and effective performance of its obligations under this Agreement.
- l. While due care has been taken by OC- SAG to provide information as is reasonably necessary for the bidder to evaluate the opportunity contained in the Bid Document, OC- SAG shall not be responsible or in any way be held liable for any inaccuracy or errors or omission or fact contained herein, nor for the consequences of any reliance by the bidder upon any information or representation contained herein in the event of any loss and/or damage suffered by the bidder on account of such reliance upon information or representation

contained in the Bid Document. This Bid Document is OC-SAG privileged and is given for the benefit of OC-SAG solely in relation to the above invitation for RFP. It is not to be transmitted to any other person nor is it to be relied upon by any other person or for any other purpose or quoted or referred to.

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

### **30. CONFLICT OF INTEREST**

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

### **31. GOVERNING LAW**

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

### **32. NO RIGHTS GRANTED**

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

### **33. LOCAL CONDITIONS**

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

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

#### **34. CANCELLATION OF GAMES**

34.1 If the Games are not held for any reason:

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

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

- a) The Catering Service Provider can use the Phrase ‘**Catering Service Provider for VIP’s, Media, Workforce, athletes and technical Officials for Shillong** of OC-SAG’ in their stationery.
- b) Permission to the **Catering Service Provider** to use the photographs of the work

done for Catering work only after the games.

- c) Performance Certificate will be issued to the **Catering Service Provider** for satisfactory completion of works as per the contract.

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

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

### **A. General Provisions**

#### **1. Definitions**

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

- a. “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.
- b. “Bid” means a Bid submitted in response to this RFP;
- c.
- d. ‘Business day/ working day’ means any day on which OC-SAG is open for business in Shillong, not being a Sunday.
- e. “Contract” means the Contract/Agreement including this agreement and all the schedule, annexures and attachments to it and any amendment made to it accordance with the terms of the Agreement.
- f. “Confidential Information” means any information contained in this RFP
- g. “Day” means calendar day.
- h. “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 11.
- i. “Foreign Currency” means any currency other than the currency of the “OC-SAG” country.
- j. “GC” mean these General Conditions of Contract.
- k. “Government” means the Government of India.
- l. “Local Currency” means Indian Rupees.
- m. “Member” means any of the entities that make up the joint venture/consortium/ Association; and “Members” means all these entities.
- n. “Party” means “OC-SAG” or the bidder, as the case may be, and “Parties” means both of them.
- o. “Services” means the work to be performed by the bidder pursuant to this Contract



outlined in the scope of work.

- p. "Third Party" means any person or entity other than the "OC-SAG", or the bidder.
- q. "In writing" means communicated in written form with proof of receipt.
- r. "OC-SAG" means the Organizing Committee- 12th South Asian Games
- s. "Applicant or bidder" means a party that submits, or intends to submit, a Bid;
- t. "Scope of Work" means the scope of work required to be carried out by the successful Applicant.
- u. "Catering Service Provider" means the successful applicant to this RFP who is awarded the work order;
- v. "Work Order" means the written order resulting from this RFP issued by OC-SAG;
- w. "Must" or "mandatory" or "should" means a requirement that must be met in order for the Bid to receive consideration;
- x. "RFP" means this Request for Proposal; and
- y. "Desirable" means a requirement having a significant degree of importance to the objective of the RFP.
- z. "Services" means the provision of services outlined in the scope of work.

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

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

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

## **3. Headings**

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

## **4. Notices**

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

## **5. Location**

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

## **6. Authorized representatives**

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

## **7. Taxes and duties**

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

## **8.**

### **9. Fraud and corruption**

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

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

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

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

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

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

### **10. Measures to be taken by the Organizing Committee -12<sup>th</sup> South Asian Games**

10.1 The OC-SAG may terminate the contract if it determines at any time that representatives of the bidders were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract.

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

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

**11. Effectiveness of contract**

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

**12. Commencement of services**

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

**13. Expiration of contract**

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

**14. Entire Agreement**

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

**15. Modification or Variations**

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

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

**16. Force Majeure**

**16.1 Definition**

16.1.1 For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of OC-SAG, is not foreseeable, is unavoidable and not brought about by or at the instance of OC-SAG claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes OC-SAG’s performance

of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, quarantine or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of OC-SAG invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

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

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

## **16.2 Measures to be taken**

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

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

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

16.2.4 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Catering Service Provider, upon instructions by "OC-SAG," shall either: demobilize; or continue with the Services to the extent possible, in which case the Catering Service Provider shall continue to be paid proportionately and on pro rata basis, under the terms of the Contract

16.2.5 In the case of dispute in agreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 39 & 40.

## **17. Suspensions**

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

## **18. Terminations**

### **18.1 By the “OC-SAG”**

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

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

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

18.1.4 If the bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 39 & 40 hereof.

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

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

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

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

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

18.1.10 In such an occurrence “OC-SAG” shall give a not less than three (3) days “written notice of termination to the bidders”, and five (5) days in case of the event referred to in 18.1.2 above.

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

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

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

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

## **18.3 Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 18.1 hereof, the bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the bidder and equipment and materials furnished by the “OC-SAG”, the bidder shall proceed as provided, respectively, by Clauses GC 26 or GC 27 hereof.

## **18.4 Payment upon Termination**

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

18.4.2 If the Contract is terminated pursuant to Clause 18.1.7, 18.1.8, remuneration pursuant to Clause GC 37 hereof for Services satisfactorily performed prior to the effective date of termination;

18.4.3 If the agreement is terminated pursuant of Clause 18.1.1 to 18.1.6, the bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the “OC-SAG” may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to OC-SAG. Applicable Under such

circumstances, upon termination, OC-SAG may also impose liquidated damages as per the provisions of GC 43 of this agreement. The bidder will be required to pay any such liquidated damages to client within 30 days of termination date. The claim of liquidated damages shall not prejudice other rights of OC-SAG, which it may have against the successful Agency.

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

If either Party disputes whether an event specified in Clause 18.1.1 through 18.1.7 of Clause GC 18.1 hereof has occurred, such Party may, within five (5) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 39 and 40 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

## **B. Obligations of the bidder**

### **19. General**

#### **Standard of Performance**

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

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

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

#### **20.1.1 Bidder not to benefit from commissions, discounts, etc.,**

- (i) The payment of the bidder pursuant to Section (F) hereof shall constitute the bidder’s only payment in connection with this Contract and, subject to Clause GC 20.1.2 hereof, the bidder shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the bidder shall use its best efforts to ensure that any Sub- Contractors, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

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

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

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

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

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

## **21. Confidentiality**

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

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

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

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

The bidder (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the “OC-SAG” or its designated representative and/or OC-SAG, and up to two years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the “OC-SAG”.

## **24. Reporting obligations**

The bidder shall submit to the “OC-SAG” the reports and documents specified during the signing of Job contract, in the form, in the numbers and within the time periods



set forth thereof. Final reports shall be delivered in CD ROM in addition to the hard copies specified thereof.

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

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

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

Equipment, vehicles and materials made available to the bidder by the “OC-SAG”, or purchased by the bidder wholly or partly with funds provided by the “OC-SAG”, shall be the property of the “OC-SAG” and shall be marked accordingly. Upon termination or expiration of this Contract, the bidder shall make available to the “OC-SAG” an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the “OC-SAG”s” instructions.

**27. Equipment and Materials provided by the bidders:** Equipment or materials brought into the Government’s country by the bidder and the Personnel and used either for the Project or personal use shall remain the property of the bidder or the Personnel concerned, as applicable

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

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

**C. Bidder’s Personnel**

**28. General**

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

## **29. Description of Personnel**

- 29.1 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the bidder's Key Personnel are as per the bidder's Bid. If any of the Key Personnel has already been approved by the "OC-SAG", his/her name is listed as well.
- 29.2 If required to comply with the provisions of Clause GC 19.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth may be made by the bidder by written notice to the "OC-SAG", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 37 of this Contract. Any other such adjustments shall only be made with the "OC-SAG's" written approval.
- 29.3 If additional work is required beyond the scope of the Services specified, the estimated periods of engagement of Key Personnel set forth may be increased by agreement in writing between the "OC-SAG" and the bidder. In case where payments under this Contract exceed the ceilings set forth in Clause GC 37 of this Contract, this will be explicitly mentioned in the agreement.

## **30. Approval of personnel**

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

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

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

- 31.2 If “OC-SAG” (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the bidder shall, at “OC-SAG, 2016”s” written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to “OC-SAG”.
- 31.3 Any of the Personnel provided as a replacement under Clauses 31.1 and 31.2 above, shall be subject to the prior written approval by “OC-SAG.” Also the bidder shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement

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

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

## **D. Obligations of the “OC-SAG”**

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

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

- 33.1 Provide the bidder and Personnel with work permits and such other documents as shall be necessary to enable the bidder or Personnel to perform the Services.
- 33.2 Support for the Foreign Personnel/Artist to be provided promptly for all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India.
- 33.3 Issue to officials, agents and representatives of the Organizing Committee all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- 33.4 Provide to the bidder and Personnel any such other assistance.

### **34. Payment**

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

## **E. Payment to the bidder**

### **35. Currency of payment**

All payments shall be made in Indian Rupees.

**36. Term of payment**

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

**F. Fairness and Good Faith**

**37. Good faith**

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

**38. Operation of the Contract**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, but no interpretation of failure on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC (G) hereof.

**G. Settlement of Disputes**

**39. Amicable Settlement**

Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 72 hours after receipt. If that party fails to respond within 48 hours, or the dispute cannot be amicably settled within 48 hours following the response of that party, clause GC 40 shall become applicable.

**40. Arbitration**

40.1 In the case of dispute arising upon or in relation to or in connection with the contract between OC-SAG and the bidder, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by OC-SAG and the bidder, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third

arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Chairman of the Organizing Committee. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

- 40.2 Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- 40.3 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by OC-SAG and the bidder. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

#### **41. Intellectual Property Rights**

##### **41.1 Definition:**

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

- (i) relate to OC-SAG's current or contemplated business or activities;
- (ii) relate to OC-SAG's actual or demonstrably anticipated research or development;
- (iii) result from any concept or idea suggested to OC-SAG by bidder;
- (iv) involve the use of OC-SAG's equipment, supplies, facilities or trade secrets;
- (v) result from or are suggested by any work done by OC-SAG or at OC-SAG's request, or any projects specifically assigned to bidder; or
- (vi) result from OC-SAG's access to any of OC-SAG's memoranda, notes, records, drawings, sketches, models, maps, customer lists, research results, data, formulae, specifications, inventions, processes, equipment or other materials (collectively, "OC-SAG Materials").
  - (a) OC-SAG Ownership. All right, title and interest in and to all Subject Ideas and Inventions, whether or not registered or registrable, patented or patentable shall be held and owned solely by OC-SAG. bidder shall mark all Subject Ideas and Inventions with OC-SAG's copyright or other proprietary notice as directed by OC-SAG and shall take all actions

deemed necessary by OC-SAG, 2016 to protect OC-SAG's rights therein. In the event that bidder should otherwise, by operation of law, be deemed to retain any rights (whether moral rights or otherwise) to any Subject Ideas and Inventions, bidder hereby assigns and otherwise transfers and agrees to assign and otherwise transfer to OC-SAG, without further consideration, OC-SAG's entire right, title and interest in and to each and every such Subject Idea and Invention. OC-SAG, 2016 hereby waives any so -called "droit moral" rights, "moral rights of authors" and all other similar rights bidder may have in any Subject Ideas and Inventions, however denominated, throughout the world.

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

#### **42. Non-collusive bidding certification**

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

- [1] The prices of this **bid** have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- [2] Unless otherwise required by law, the prices which have been quoted in this **bid** have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- [3] No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a **bid** for the purpose of restricting competition.

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

### **43. Liquidated Damages**

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

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

The liquidated damages shall be applicable under following circumstances:

- (a) If the deliverables are not submitted as per schedule mentioned/ prescribed/laid down, the Catering Service Provider shall be liable to pay double the cost of the deliverables.
- (b) If the deliverables are not acceptable to OC-SAG, and defects are not rectified to the satisfaction of OC-SAG within 5 days of the receipt of the notice, the Catering Service Provider shall be liable for Liquidated Damages for an amount equal to double the cost of the deliverables and is also not entitled to the Catering Service Provider charges thereon.

### **44. Miscellaneous provisions**

- 44.1 "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.
- 44.2 Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 44.3 The stadium surface must be protected and any damages rectified within 12 hours of the conclusion of the Opening Ceremony.
- 44.4 The bidder shall notify OC-SAG of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- 44.5 Each member/constituent of the bidder, in case of a registered consortium/ association, shall be jointly and severally liable to and responsible for all obligations towards OC-SAG, 2016 for performance of works/services including that of its Associates under the Contract.

- 44.6 The bidder shall at all times indemnify and keep indemnified OC-SAG, against all claims/damages etc., for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- 44.7 The bidder shall at all times indemnify and keep indemnified OC-SAG, against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the bidder's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the bidder.
- 44.8 The bidder shall at all times indemnify and keep indemnified OC-SAG, 2016 against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the bidder's, in respect of wages, salaries, remuneration, compensation or the like.
- 44.9 All claims regarding indemnity shall survive the termination or expiry of the Contract.
- 44.10 It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (bidder) for any engagement, service or employment in any capacity in any office or establishment of OC-SAG.



**36. ANNEXURE - A**

**UNDERTAKING**

To: The Organising Committee – 12<sup>th</sup> South Asian Games

I/WE

\_\_\_\_\_

Of (insert business address)

\_\_\_\_\_

\_\_\_\_\_

Hereby submit our Bid in response to the Request for Proposal (RFP) for appointment of the Catering Service Provider for VIP's, Media, Workforce, athletes and technical Officials Catering for Shillong Competition Venues for the 12<sup>th</sup> South Asian Games and undertake to execute and complete the services as we will be reasonably required to perform in accordance with our Bid, the RFP requirements and final work order to be issued by OC-SAG.

This RFP shall remain valid to be accepted by OC-SAG and shall not be withdrawn for a period of 180 days from .....

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

Authorized Signature

Name in full \_\_\_\_\_

Organisation Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

### 37. ANNEXURE - B

#### BANK GUARANTEE FORMAT

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

shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) or for any forbearance, act or omission on the part of the Organising Committee - 12<sup>th</sup> South Asian Games or any indulgence by the Organising Committee - 12<sup>th</sup> South Asian Games to the said Contractor (s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

Date: the \_\_\_\_ day of \_\_\_\_\_ 2016

for \_\_\_\_\_

(Indicate the name of the bank)

38. ANNEXURE – C

(online Excel Sheet)

(a) COMMERCIAL BID-FORM 10(Staffing)

Venue	Staff Requirement	No of Days	Price per Unit	Value(Qty*No of Days*Price per Unit)
JLN Sports Complex Indoor Hall-Polo	15	11		
SAI Multipurpose Hall	15	11		
NEIGHRIHMS Indoor Stadium	15	5		
JNS Complex-Polo	15	7		
JNS Football Ground	19	13		
			<b>Total (a)</b>	

(online Excel Sheet)

(b) COMMERCIAL BID-FORM 10(Equipment)

List of Catering Equipment

Sr. No	Particulars	Details		
		Total Quantity	Price per Unit	Value(Quantity*Price per Unit)
1	Refrigerator	20		
2	Water Dispenser	25		
3	Tea/Coffee Machines	25		
4	Ice Box/ Esky	34		
			<b>Total(b)</b>	

(online Excel Sheet)

(c) COMMERCIAL BID-FORM 10(Food) \*to be filled as per the menu describe in the tensed document

**Workforce And Volunteers**

Sr. No	Particulars	Days of Service	Total No of Meals to be Served	Price per Unit	Value(Qty*No of Days*Price per Unit)
1	Breakfast	13	1200		
2	Lunch	13	1500		
3	Dinner	13	450		
				<b>Total(b)</b>	

(online Excel Sheet)

(d) COMMERCIAL BID-FORM 10(Food) \*to be filled as per the menu describe in the tensor document

**Athletes And Technical Officials**

Sr. No	Particulars	Energy/Granula Bars	Tea and Snacks
1	Estimated No. Of Clients	4000	7000
3	Quantity per Person	2	1
	<b>Total Requirement</b>	8000	7000
	<b>Cost Per Unit</b>		
	<b>Total Value (Cost per Unit*Total Requirement)</b>		
		<b>Total (d)</b>	

(online Excel Sheet)

(e) COMMERCIAL BID-FORM 10(Food) \*to be filled as per the menu describe in the tensor document

**Games Family & VIP**

Sr. No	Particulars	No of Pax		Price per Unit	Value (Qty*Price per Unit)
1	Tea and Snacks (Competition Days)	2160			
				<b>Total(e)</b>	

(online Excel Sheet)

(f) COMMERCIAL BID-FORM 10(Food) \*to be filled as per the menu describe in the tensor document

**MEDIA**

Sr. No	Particulars	No of Pax		Price per Unit	Value (Qty*Price per Unit)
1	Tea and Snacks (Competition Days)	2520			
				<b>Total(f)</b>	

(online Excel Sheet)

(g) COMMERCIAL BID-FORM 10(Food) \*to be filled as per the menu describe in the tensor document

**Beverages**

Sr. No	Particulars	Total Quantity	Price per Unit	Value (Qty*Days*Price per Unit)
1	Water Bottles (500 ML) Competition Days	95,940		
2	Juice tetra packs Competition Days	35,360		
			<b>Total (g)</b>	

<b>Cost (a)+(b)+(c)+(d)+(e)+(f)+(g)</b>	
<b>TAXES AS APPLICABLE</b>	
<b>TOTAL COST INCLUDING TAXES</b>	

**Total Cost in Figures:** \_\_\_\_\_