

**“REQUEST FOR PROPOSAL”
(RFP)**

FOR

**‘APPOINTMENT OF A CATERING SERVICE PROVIDER
FOR THE 12TH SOUTH ASIAN GAMES IN GUWAHATI’**

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

Date of Issue: 27/11/2015

Last Date of Submission of Proposal 18/12/2015

RFP No: OC-SAG/VDO/CAT-1/2015

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

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

THE 12TH SOUTH ASIAN GAMES

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

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

Sports

There will be 23 sport disciplines for the 12th South Asian Games of which 16 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 | | | | |

Shillong, Meghalaya

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

1. SUMMARY OF THE BID

This Request for Proposal is issued by the Organising Committee – 12th South Asian Games (OC-SAG), to obtain Bids for the appointment of catering services provider **to manage end-to-end Food and beverage Services** for a period from the 4th February 2016 till the 16th February 2016.

In the 12th South Asian Games, there will be approximately 4500 athletes and 1500 Games Officials, 4000 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 all customer groups; provide catering services that are consistent with customer and client expectations whilst working within agreed budgets; work in partnership with the Organising Committee – South Asian Games to maximize benefits from sponsorship and other supplier support, without compromising catering services; and contribute to the overall success of the Organising Committee – South Asian Games.

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

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 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 12th 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 “Organising Committee South Asian Games” Payable at Guwahati, Assam are deposited in the office of Organising Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040 on or before scheduled date given in this RFP

4. ELEGIBILITY CRITERIA

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

1. The principal bidder should be registered business entity (company/partnership firm/consortium) and should have been operating in this field for at least last 3 years.
2. The bidder/Lead Partner should have been in the business of managing Catering function for at least 3 years.
3. The Bidder should have at least one office in Guwahati or will have to set up a office in Guwahati within 15 days from issue of LOI.
4. Should have handled catering of Government of India/ State Governments/ PSUs and/or Private Ltd. Companies in at least 3 assignments. At least one single order in the previous 3 years should be to the minimum tune of 50 % of the quoted cost of tender.
5. 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.
6. The Bidders should have sound financial position and should have average annual turnover of Rs. 1 Crore (Rupees One Crore Only) for last three Financial Years.

5. SCOPE OF WORK

Competition Venues

| | |
|----|--|
| 1 | INDIRA GANDHI ATHLETIC STADIUM, SARUSAJAI |
| 2 | NABIN CHANDRA BORDOLOI STADIUM, SARUSAJAI |
| 3 | DR. ZAKIR HUSSAIN AQUATIC COMPLEX, SARUSAJAI |
| 4 | MOULLANA TAYABULLAH HOCKEY STADIUM, BHETAPARA |
| 5 | SHOOTING RANGE, KAHILIPARA |
| 6 | BHOGESWAR PHUKAKAN INDOOR STADIUM, DISPUR |
| 7 | ALL ASSAM TENNIS ASSAOCIATION COMPLEX, CHACHAL, VIP ROAD |
| 8 | LNIFE, TEPESIA, SONAPUR |
| 9 | R.G.BARUAH SPORTS COMPLEX, ULUBARI |
| 10 | DTRP INDOOR STADIUM, ULUBARI |
| 11 | JLN STADIUM, ULUBARI |

Days of Service Required:

1. Workforce and Volunteers- 5th February till 16th February
2. Media- 4th February till 16th February
3. VIP's- Only Competition Days
4. Athlete's and Technical Officials- To be confirmed as per their Training and Competition Schedule

This Request for Proposal is issued by the 12th South Asian Games, to obtain Bids for the appointment of catering service provider from the 4th of February 2016 till the 16th of February 2016

- The broad scope of work of Catering includes:
- Bidder has to provide tea / coffee vending machines along with disposable cups, water dispensers, refrigerators at all Workforce, Media Lounge, Games Family Lounge, Athletes & Team Official's Lounge, Medical & Doping.
- The Caterer needs to quote on the basis of the above mentioned 7 day menu cycle as per the constituent groups mentioned above.
- The Bidder needs to clearly specify the process of catering services, like equipment details, manpower, dress code, expertise of its professional personnel, base kitchen, etc.
- The food items should be hygienically prepared with good quality masalas and Ghee/Oil, 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 possess or obtain all the necessary licenses from Food and Drug Administration, Directorate of Health Services or any other

competent authorities as required.

- The successful Bidder should be committed to save Energy, protect Environment and Health and Safety of personnel involved in providing the services.
- The Bidder needs to specify the number of catering staff at each venue for the service in lounges and as well as Back Of House, etc.
- The Bidder also needs to specify the method of maintaining food on-site, suitable to maintain the existing structures and manage standards as required.
- The Bidder 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 in the refrigerated trucks from their base kitchen to the venues.
- The bidder 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 Bidder 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 Bidder 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 complying all the rules under HACCP.
- The food is required to be in Meal Boxes in breakfast 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 successful bidder is required to supply and distribute food at the specified venues and at the time to be specified one month in advance. The supply of food would be as per the accepted offer, numbers given to the caterer and as per the advice to be given by OC – SAG 2016. The successful bidder is required to bring the food to the specified venues in his own transport and use service staff in clean and proper uniforms. The staff involved in the preparation and handling of the food will be required to obtain necessary certificates from the appropriate health authorities stating that they are free from any infectious and contagious bacteria.
- The food is required to be catered to the Workforce, Volunteers during the period from 5th February till 16th February 2016.
- 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 bidder 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 the Organising Committee, 12th South Asian Games and contribute to the overall success of the Organising Committee, 12th South Asian Games
- All the Catering staff stationed in the lounges must have experience of handling food and fluent in speaking English language.
- The Catering Service Provider shall implement and manage the appropriate quality service standards and catering operational standards to meet customer expectations. For details refer to Annexure B
- The Catering Service Provider is responsible for the development and implementation of a number of service plans. Refer to Annexure B for details.
- The Provider 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.

| CATERING ESTIMATE | | | |
|--------------------------|--|------------------------------|--|
| S. No. | Venue | No. of Catering Staff | Requirements |
| 1 | Indira Gandhi Athletics Stadium | 23 | 6 Qty of Refrigerators 1000 Lt capacity, 3 Qty of refrigerators 600 ltr capacity, 5 Qty of tea/coffee vending machines, 2 water boiler, 10 large Water eskies, Bain- Marie as required |
| 2 | Dr. Zakir Hussain Aquatic Complex | 14 | 5 Qty of Refrigerators 1000 Lt capacity, 3 Qty of refrigerators 600 ltr capacity, 5 Qty of tea/coffee vending machines, 2 water boiler, 6 large Water eskies, Bain- Marie as required |
| 3 | Shooting Range, Kahilipara | 12 | 5 Qty of Refrigerators 1000 Lt capacity, 3 Qty of refrigerators 600 ltr capacity, 5 Qty of tea/coffee vending machines, 2 water boiler, 6 large Water eskies, Bain- Marie as required |
| 4 | Moullana MD. Tayabullah Hockey Stadium | 15 | 5 Qty of Refrigerators 1000 Lt capacity, 3 Qty of refrigerators 600 ltr capacity, 5 Qty of tea/coffee vending machines, 2 water boiler, 6 large Water eskies, Bain- Marie as required |
| 5 | Bhogeshwari Phukanani Indoor Stadium | 15 | 5 Qty of Refrigerators 1000 Lt capacity, 3 Qty of refrigerators 600 ltr capacity, 5 Qty of tea/coffee vending machines, 2 water boiler, 6 large Water eskies, Bain- Marie as required |
| 6 | Chachal, VIP Road | 12 | 5 Qty of Refrigerators 1000 Lt capacity, 3 Qty of refrigerators 600 ltr capacity, 5 Qty of tea/coffee vending machines, 2 water boiler, 6 large Water eskies, Bain- Marie as required |
| 7 | Nabin Ch. Bordoloi Indoor Stadium | 15 | 5 Qty of Refrigerators 1000 Lt capacity, 3 Qty of refrigerators 600 ltr capacity, 5 Qty of tea/coffee vending machines, 2 water boiler, 6 large Water eskies, Bain- Marie as required |
| 8 | Jawaharlal Nehru Stadium, Ulubari | 20 | 5 Qty of Refrigerators 1000 Lt capacity, 3 Qty of refrigerators 600 ltr capacity, 5 Qty of tea/coffee vending machines, 2 water boiler, 6 large Water eskies, Bain- Marie as required |
| 9 | R. G. Baruah Sports Complex | 12 | 5 Qty of Refrigerators 1000 Lt capacity, 3 Qty of refrigerators 600 ltr capacity, 5 Qty of tea/coffee vending machines, 2 water boiler, 6 large Water eskies, Bain- Marie as required |
| 10 | LNIFE, Tepesia | 16 | 5 Qty of Refrigerators 1000 Lt capacity, 3 Qty of refrigerators 600 ltr capacity, 5 Qty of tea/coffee vending machines, 2 water boiler, 6 large Water eskies, Bain- Marie as required |
| 11 | DTRP Indoor Stadium | 14 | 5 Qty of Refrigerators 1000 Lt capacity, 3 Qty of refrigerators 600 ltr capacity, 5 Qty of tea/coffee vending machines, 2 water boiler, 6 large Water eskies, Bain- Marie as required |

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

Customer Groups

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

- Athletes and Team Officials
- Technical Officials
- Media Services;
- Games Family;
- Medical & Doping;
- OC - SAG workforce & Volunteers.

LEVEL OF SERVICE

| BREAKFAST FOR WORKFORCE | | | | | | |
|----------------------------------|----------------|----------------|---------------------|---------------|--------------------------|----------------------------------|
| 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- BUFFET FOR WORKFORCE | | | | | | |
|------------------------------------|----------------|----------------|----------------------|-------------------------------|----------------|----------------|
| Day 1 | Day 2 | Day 3 | Day 4 | Day 5 | Day 6 | Day 7 |
| Kadhai Paneer | Malai Kofta | Mix Veg | Paneer Butter Masala | Veg Manchurian Gravy | Aloo Mathi | Aloo Gobhi |
| Jeera Rice | Peas Pulao | Plain Rice | Jeera Rice | Fried Rice | Peas Pulao | Jeera Rice |
| Dal Makhani | Dal Tadka | Rajma | Chole | Assorted veg. in Black Pepper | Dal Makhni | Mix Dal |
| Assorted Bread | Assorted Bread | Assorted Bread | Assorted Bread | Veg Noodles | Assorted Bread | Assorted Bread |
| Pickle | Pickle | Pickle | Pickle | ----- ----- -- | Pickle | Pickle |
| Salad | Salad | Salad | Salad | ----- ----- -- | Salad | Salad |
| Gulab Jamun | Kheer | Besan Ladoo | Rasgulla | Custard | Shahi Tukda | Jalebi |

| DINNER- BUFFET FOR WORKFORCE | | | | | | |
|-------------------------------------|----------------|-------------------|-----------------|----------------|--------------------|----------------------|
| Day 1 | Day 2 | Day 3 | Day 4 | Day 5 | Day 6 | Day 7 |
| Mix Veg | Palak Corn | Baingan ka Bharta | Soyabean Mattar | Malai Kofta | Gobi Mattar Masala | Paneer Butter Masala |
| Plain Rice | Jeera Rice | Peas Pulao | Plain Rice | Peas Pulao | Plain Rice | Plain Rice |
| Rajma | Mix Dal | Dal Makhani | Arhar dal | Dal Tadka | Chole | Rajma |
| Assorted Bread | Assorted Bread | Assorted Bread | Assorted Bread | Assorted Bread | Assorted Bread | Assorted Bread |
| Pickle | Pickle | Pickle | Pickle | Pickle | Pickle | Pickle |
| Salad | Salad | Salad | Salad | Salad | Salad | Salad |
| Besan Ladoo | Shahi Tukda | Gulab Jamun | Khoya Burfi | Kheer | Moong Dal Burfi | Rasgulla |

| <u>ATHLETES, TEAM OFFICIALS AND TECHNICAL OFFICIAL'S</u> | |
|---|--|
| ATHLETES & TECHNICAL OFFICIAL'S | LEVEL OF SERVICE |
| Athletes lounge | Energy bar/ granula bars, 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, Energy Bar/granula bar, Coffee, Tea, Water, Can juice |
| Federation office/ competition management office | Cookies, Instant Coffee Sachets (Caf/ Decaf), Tea Bags, sugar/milk/cup/stirrers, Water. |
| Non-competition training sites | Ice, Water |
| Field of play stadiums, training areas | Ice, Water |
| Changing rooms | Ice, Water |

| <u>GAMES FAMILY & PROTOCOL GUESTS</u> | | | | | | |
|--|------------------------|-----------------|-------------------------|------------------|------------------------|-----------------|
| Day 1 | Day 2 | Day 3 | Day 4 | Day 5 | Day 6 | Day 7 |
| Ckicken Sandwich | Chicken Mini Sub Rolls | Chicken Nuggets | Choice of Chicken Kabab | Ckicken 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 | | | | | | |

| <u>MEDIA</u> | |
|--|---|
| 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 |

| MEDICAL AND DOPING | |
|-----------------------------|------------------------------------|
| MEDICAL & DOPING | LEVEL OF SERVICE |
| MEDICAL SERVICES (ATHLETES) | Ice, Water, Bottle preserved juice |
| DOPING CONTROL | Ice, Water, Bottle preserved juice |

| LEVEL OF SERVICE COMPETITION VENUES | |
|--|---|
| CLIENT GROUP | LEVEL OF SERVICE |
| GAMES WORKFORCE | Breakfast, lunch & evening snacks meals |
| (Paid Workforce, Volunteers) | Hot and cold Beverages |

Total Number of Constituent Groups

| CONSTITUENT GROUPS | Estimated no. of Clients | No. Of Days of Service* |
|--------------------------------|---------------------------------|--------------------------------|
| Workforce & Volunteers | 3300 | 12 |
| Athletes & Technical Officials | 4000 | 13 |
| VIP's & Games Family | 500 | 9 |
| Media | 500 | 13 |

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.

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 "Organising Committee South Asian Games" Payable at Guwahati, Assam at the office of Organising Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040 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 Drafts in a separate envelope i.e. Envelope#1 and clearly marked as "**Demand Draft for Tender Document Fee and Tender Processing Fee**" and send along with the Bid document.

7. EARNEST MONEY DEPOSIT

- 7.1 Bidders shall submit, along with their Bids, EMD of Rs 5,68,000/- (Five Lakh Sixty Eight Thousand Only), in the form of a Demand Draft or Pay order from any nationalized bank in favour of “Organising Committee, South Asian Games 2016”. Bid security in any other form will not be accepted.
- 7.2 The EMD of all unsuccessful bidders will be refunded by “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 accrued 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 | 27 November 2015 at 1200 Hrs |
| 3 | Estimated Value of Tender | INR 2,83,85,900/- |
| 4 | Earnest Money Deposit (EMD) | INR 5,68,000/- |
| 5 | Last date for submission of written queries for clarifications. | 04 December 2015 till 1200 Hrs venuedevelopment.ocsag@gmail.com |
| 6 | Release of response to clarifications (by email only) | 09 December 2015 by 1600 Hrs |
| 7 | Date of Pre-Bid conference | 07 December 2015 Venue: Organising Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040 at 1600 Hrs |
| 8 | Last date (deadline) for receipt of proposals in response to RFP notice (online only) | 18 December 2015 at 1600 Hrs |
| 9 | Place, Time and Date of opening of Pre Bid proposals received in response to the RFP notice | 18 December 2015 at 1630 Hrs at Organising Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040 |
| 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 venuedevelopment.ocsag@gmail.com |
| 12 | Addressee and Address at which proposal in response to RFP notice is to be submitted | Organising Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040 |

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

9. PRE-BID CONFERENCE

OC-SAG will host a Pre-Bid Conference, scheduled on 07 December 2015 at 1600 Hrs at **Organising Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040**. The representatives of the interested organizations may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed solution requirements with reference to the particular RFP. The OC-SAG shall provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project during the pre-bid conference. Only those bidders who have purchased the tender document shall be allowed for pre-bid conference.

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 |
| Sl. No. | Bidding Document Reference(s) (section number/page) | Content of RFP requiring clarification | Points of Clarification required. |

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 shall provide a complete, accurate, and timely response to all questions to all the bidders. However, OC-SAG makes no representation or warranty as to the completeness or accuracy of any response, nor does OC-SAG undertake to answer all the queries that have been posed by the bidders. All responses given by OC-SAG will be distributed to all the bidders.

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. / Pay Order drawn against the Tender cost and processing fees.
 - E.M.D of Rs. 5,68,000/- should be paid as per paragraph 7
 - Pre- Qualification Bid documents to be uploaded and submitted under paragraph 17.1
 - Commercial Bid as Prescribed under paragraph 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 six (6) months from the date of opening of the Bids. A Bid valid for a shorter period may be rejected as nonresponsive. On completion of the validity period, unless the bidder withdraws the Bid/ 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 AND #3) must be received in the office of the Organising Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040_ between 10 am to 5 pm on any working day up to 18 December 2015 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 GUWAHATI 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. Technical 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.
- Technical 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 180 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.
- In view of two bid systems, OC-SAG may first open technical bids. If the same is not complete and lacking with respect to any requirement(s), the same would be rejected straightaway & without opening the commercial bid.
- By adopting the procedure above, the commercial bids of those bidders, whose technical 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

- a) 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.
- b) 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 three 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 Envelope #3 will be for Technical Bid Documents
- 16.2 The Technical Bid should be submitted in a sealed envelope marked as “Technical Bid”
- 16.3 The Pre-Qualification Bid should be submitted in a sealed envelope marked as “Pre-Qualification Bid”.
- 16.4 The “Commercial Bid” is NOT to be submitted in hard copy.
- 16.5 The three sealed envelopes should then be submitted in one sealed envelope bearing the address information as outlined in paragraph and should reach the address before the bid closing date.

17. DOCUMENTS TO BE SUBMITTED WITH THE BID

17.1 TECHNICAL BID

The Technical Bid Envelope should contain two envelopes, one containing the Evaluation Documents and the other containing Non-evaluation Documents. The envelopes should be clearly labeled with the same. Each envelope should be clearly labeled.

Evaluation Documents:

1. Proof for number of years of experience in executing projects supported by projects undertaken with project timelines
2. Proof of Handled Catering project for more than 3000 persons per day
3. Financial Statements as applicable
4. Supporting project completion documents with the contract value for last 3 years

Non-Evaluation Documents:

| S. No | CRITERIA | Documents to be attached |
|-------|---|--|
| 1 | The bidder should be a company incorporated under Companies Act, 1956 and should be in existence for more than 3 years in India | Certificate of Incorporation to be submitted. |
| 2 | Experience of having successfully delivered Catering Services during last 3 years ending last day of month previous to the one in which bids are being invited. During this 3 years, bidder should have executed at least one (1) Single order valued not less than 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 st March of the last financial year, should be at least 1 Cr .The bidder should not have incurred losses in the past two years of operations | 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 | Bidder should have Income Tax, PAN, TIN/Sales Tax, Service Tax Registration, etc. | Supporting Documents to be uploaded and submitted |
| 6 | List of Machinery to be used for cooking | Supporting Documents to be uploaded and submitted |

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

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

17.2 COMMERCIAL BID

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

- a) Bidders should provide all prices as per the prescribed format given in Commercial Bid provided in Annexure G. 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

The Bids will be evaluated on the basis of score of Technical and Commercial Bid. The over all minimum marks will be of 60 marks in evaluation of Technical bid and the Commercial Bid will finalized on the basis of lowest bid.

PHASE I: TECHNICAL BID

- 1) The Technical bid will be opened only after the envelope containing the tender document fee, tender processing fee and EMD is opened and the bidder has met the requirements of the pre-qualification bid (eligibility criteria) as per the schedule stipulated by OC-SAG.
- 2) A detailed analysis of the Technical Bid will be subsequently carried out by OC-SAG in the following manner. Each Technical Bid will be assigned a technical score out of a maximum of 100 points. Technical bids would be analyzed and evaluated by an Evaluation Committee constituted for the purpose. Technical score to the bidders will be based on the technical evaluation criteria. Commercial bids of only those bidders scoring 60% or above in Technical evaluation would be considered for opening and further processing. The technical bid will be analyzed and evaluated based on specific experience of the bidder, competence of key personnel, adequacy of proposed approach and methodology and understanding the requirements of the South Asian Games Organizing Committee and prior experience as per the following matrix:

| Sl No. | Evaluation Criteria | Point System (points) | Maximum Score | Minimum Qualification | Supporting Documents | | | | | | | | |
|---|---|--|---|-----------------------|--------------------------|-----|------------------------|------|------------|------|--|----|------|
| 1. | No of years of Experience in executing Projects | <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">> 3 but < 5</td> <td style="width: 30%; text-align: right;">- 15</td> </tr> <tr> <td>> 5 but <10</td> <td style="text-align: right;">-20</td> </tr> <tr> <td>> 10 or more</td> <td style="text-align: right;">- 25</td> </tr> </table> | > 3 but < 5 | - 15 | > 5 but <10 | -20 | > 10 or more | - 25 | 25 | 15 | Online submission as well as submission in Hard copies | | |
| > 3 but < 5 | - 15 | | | | | | | | | | | | |
| > 5 but <10 | -20 | | | | | | | | | | | | |
| > 10 or more | - 25 | | | | | | | | | | | | |
| 2. | Handled Catering project for more than 3000 persons per day | <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">1 project</td> <td style="width: 30%; text-align: right;">-15</td> </tr> <tr> <td>2 Projects</td> <td style="text-align: right;">-20</td> </tr> <tr> <td>>2 Projects</td> <td style="text-align: right;">-25</td> </tr> </table> | 1 project | -15 | 2 Projects | -20 | >2 Projects | -25 | 25 | 15 | -do- | | |
| 1 project | -15 | | | | | | | | | | | | |
| 2 Projects | -20 | | | | | | | | | | | | |
| >2 Projects | -25 | | | | | | | | | | | | |
| 3. | Financial Strength | <table style="width: 100%; border: none;"> <tr> <td colspan="2">The Bidders Annual turnover for last three consecutive financial years</td> </tr> <tr> <td style="width: 70%;">> 80 Lakhs but < 1 Crore</td> <td style="width: 30%; text-align: right;">-15</td> </tr> <tr> <td>>1 Crore but < 2 Crore</td> <td style="text-align: right;">-20</td> </tr> <tr> <td>> 2 Crore</td> <td style="text-align: right;">- 25</td> </tr> </table> | The Bidders Annual turnover for last three consecutive financial years | | > 80 Lakhs but < 1 Crore | -15 | >1 Crore but < 2 Crore | -20 | > 2 Crore | - 25 | 25 | 15 | -do- |
| The Bidders Annual turnover for last three consecutive financial years | | | | | | | | | | | | | |
| > 80 Lakhs but < 1 Crore | -15 | | | | | | | | | | | | |
| >1 Crore but < 2 Crore | -20 | | | | | | | | | | | | |
| > 2 Crore | - 25 | | | | | | | | | | | | |
| 4. | Experience in execution of Services | <table style="width: 100%; border: none;"> <tr> <td colspan="2">Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year</td> </tr> <tr> <td style="width: 70%;">> 1 Crore but < 2 Crore</td> <td style="width: 30%; text-align: right;">-15</td> </tr> <tr> <td>>2 Crore but < 3 crore</td> <td style="text-align: right;">-20</td> </tr> <tr> <td>> 3 Crores</td> <td style="text-align: right;">-25</td> </tr> </table> | Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year | | > 1 Crore but < 2 Crore | -15 | >2 Crore but < 3 crore | -20 | > 3 Crores | -25 | 25 | 15 | -do- |
| Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year | | | | | | | | | | | | | |
| > 1 Crore but < 2 Crore | -15 | | | | | | | | | | | | |
| >2 Crore but < 3 crore | -20 | | | | | | | | | | | | |
| > 3 Crores | -25 | | | | | | | | | | | | |

| | | | |
|--------------|------------|-----------|--|
| TOTAL | 100 | 60 | |
|--------------|------------|-----------|--|

The technical bid marks shall be assigned to each shortlisted bidder on the basis of the above evaluation matrix as per the following formula:-

$$S_T \text{ (Technical Score)} = \text{Sum (scores at SI number 1, 2, 3 \& 4)}$$

- 3) OC-SAG shall evaluate and rank the Technical Bid on the basis of Bid's responsiveness to the scope using the evaluation criteria and score system specified above
- 4) Each Technical Bid will receive a technical score (S_T). A Bid shall be rejected if it does not achieve the minimum technical mark of the weightage in Technical Score in each of the parameters and overall Technical score of 60% from the maximum of 100 points.
- 5) Each competency group will have Minimum Qualification Score as mentioned above. Bids receiving marks greater than or equal to the Minimum Qualification Score in the Technical Bid will be eligible for the opening of the Commercial Bid. If required, OC-SAG may seek specific clarifications from any or all bidder(s) at this stage. OC-SAG shall determine the bidder(s) that qualify for the next phase after reviewing the clarifications provided by the bidder(s).
- 6) The bids of bidders who have cleared the Minimum Qualification Score shall be ranked on the basis of the Technical bid marks and declared "Technically Qualified Bids".

19. DECLARATION OF SUCCESSFUL BIDDER

The Bid of the bidder, who has been declared "Lowest Bid (L1)", 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.

- a. 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.
- b. 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.
- c. 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 bidders, any obligation to inform the affected bidder or bidders of the grounds for OC-SAG's action.
- d. 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 Work Order, incorporating all requirements of OC-SAG. Within Seven working days of receipt of the Work Order, the successful bidder shall sign and date the Work Order or the subsequent amended work order, and return the copy to OC-SAG.

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 C.
- 26.2 Bidder, to whom the letter of Intent is issued, shall have to furnish a “Performance Security” of 10% of the accepted value of the contract in the form of Bank Guarantee (irrevocable) from any Nationalized Bank in an acceptable form to be submitted within 15 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 15 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 valid upto 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 1st installment as the advance payment for the contractor.

The payment will be paid in the following manner:

- 28.1 Payment I - 30%: advance for procurement of equipment and consumables against BG for 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- 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 Guwahati 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 Guwahati** of OC-SAG’ in their stationery.
- b) Permission to the **Catering Service Provider for Guwahati** 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 Guwahati** after 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. “Bidder” means any private or public entity that will provide the Services to the “OC-SAG” under the Contract.
- d. ‘Business day’ means any day on which OC-SAG is open for business in Guwahati, not being a Saturday or 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. N.A

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 -12th South Asian Games

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

B. Commencement, Completion, Modification and termination of Contract

11. Effectiveness of contract

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 an 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

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

18. Terminations

18.1 By the "OC-SAG"

- 18.1.1 The "OC-SAG, 2016" 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. While in possession of such equipment, vehicles and materials, the bidder, unless otherwise instructed by the "OC-SAG" in

writing, shall insure them at the expense of the “OC-SAG” in an amount equal to their full replacement value.

- 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 the “OC-SAG” may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the bidder, such as death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the bidder shall forthwith provide as a replacement a person of equivalent or better qualifications.
- 31.2 If the “OC-SAG” (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the bidder shall, at the “OC-SAG, 2016”s” written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the “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 the “OC-SAG.” Also the bidder shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement

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

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.

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 – 12th South Asian Games

I/WE

Of (insert business address)

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

This RFP shall remain valid to be accepted by OC-SAG and shall not be withdrawn for a period of 90 days from

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

Authorized Signature

Name in full _____

Organisation Name _____

Title _____

Date _____

37. ANNEXURE - B

DETAIL SCOPE OF WORK

Objectives

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

- 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 the OC-SAG to maximize benefits from sponsorship and other supplier support, without compromising catering services; and
- contribute to the overall success of the 12th South Asian Games 2016

Customer Groups

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

- Athletes and Team Officials; Technical Officials
- Media Services
- Games Family
- Medical & Doping
- Workforce
- OC-SAG workforce, volunteers.

Key Performance Indicators

The Catering Service Provider shall develop, plan and manage the appropriate Key Performance

Indicators (KPI) within the categories listed below.

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

| KPI (What is measured) | Standard (Level to be achieved) | Measurement (How the standard will be measured) | Frequency (How often it will be measured) | Responsibility (Who is responsible) |
|---|--|--|--|--|
| Planning Milestones | As specified in the Agreement Scope of Work | Against Catering Service Timeline within Agreement | At the Milestone Date | Contract Caterer Representative. Catering Cluster Manager |
| Staff Accreditation Quotas | Agreed Percentages within the Agreement | Against Catering Service Timeline within Agreement | At the Milestone Date | Contract Caterer Representative. Catering Cluster Manager |
| Staff Training, Inductions and Daily Briefings | As specified in the Agreement Scope of Work | Quality Inspection Reports | Daily | Contract caterer QA Representative. Catering Venue Manager |
| Performance of Catering Service and Standards | As specified in the Agreement Scope of Work | Quality Inspection Reports | Daily and Post Session | Contract Caterer QA Representative. Caterer Venue Manager |
| Daily Meetings | As specified in the Agreement Scope of Work | Contractors Attendance | Daily | Contract Caterer Venue Manager. Catering Venue Manager |
| Client/Contractor Relations | As specified in the Agreement Scope of Work | Client Feedback | On Going | Contract Caterer Venue Manager. Catering Venue Manager |
| Industrial Relations and Human Resource Management; | High staff retention, no industrial conflicts | High staff attendance, absence of industrial conflict | Daily | Contract Caterer Venue Manager Catering Venue Manager |

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

Quality Service & Operational Standard

The Catering Service Provider shall implement and manage the appropriate quality service standards and catering operational standards to meet customer expectations.

Quality service standards should also include the appropriate ratios of staff to customers in the patron areas

Application of Quality Standards

(This list may be changed or added to, at the discretion of OC-SAG)

HR Plan - Recruitment and accommodation

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

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

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

Recruitment Methods

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

Retention Plans

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

Back Up Staff

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

Available Resources

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

Back Filling of Workforce

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

External Recruitment

The Successful Bidder is to provide details of the number and type of all management and staff positions which need to be recruited from outside Guwahati.

Accommodation

The Successful Bidder must provide full details of the accommodation proposals for all management and staff arriving into Guwahati during the planning and operational phase.

Accreditation

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

Staff Training

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

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

Specialist and Key Staff Plan

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

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

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

OC-SAG's Approval of Key Personnel

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

Staff Induction and Training Plan

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

Training Materials:

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

Back of House

- a) Receiving and storing of goods;

Front of House

- b) Customer service
- c) Customer complaints

General

- Use of Machinery and Equipment
- Management and Administration
- Accreditation
- Event Induction
- Site specific training
- Daily reports

Management and Staff Roster

The Catering Service Provider must develop and implement a *Management and Staff Roster* for the operational period.

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

The Successful Bidder is to provide staff rosters for the Operation Period based on the OC-SAG Demand Estimate

Staff Numbers:

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

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

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

Uniform Plan

The Catering Service Provider must develop and implement a Uniform Plan for its management and the catering personnel employed in the provision of Catering services to the Venues.

The uniform plan must include the following information;

- Graphic impression of the proposed designs of the uniforms for each management and staff position;
- Proposed fabrics;
- Number of uniforms issued to each staff member;

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

The uniform design for FOH service staff shall be in keeping with the expectations of the Catering area.

All maintenance of the uniforms including laundering shall be the responsibility of the Catering Service Provider.

Logistics and Stock Control Plan

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

Logistics and Materials Handling Plan

The Successful Bidder must provide details of the materials handling plan and procedures which outlines the equipment and staff labour necessary to manoeuvre various catering associated goods and equipment's in and around the Venue including the storage areas

Risk Management Plan

The Catering Service Provider must develop and implement a Risk Management Plan

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

Risk Management Plan

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

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

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

OCCUPATIONAL HEALTH AND SAFETY PLAN

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

Suppliers must adhere to, and demonstrate that they are maintaining the minimum mandatory standards for their particular industry (e.g. Meat Industry Standards)

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

Equipment and Machinery list and Plan

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

The Equipment & Machinery list and Plan must also include details relating to any equipment dedicated to specific zones or Catering areas within the design plans, i.e. spectator areas, specialty surfaces, etc.

Site Mobilisation Plan

The Catering Service Provider must develop and implement a Site Mobilization Plan

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

Site Operational Plan

The Catering Service Provider must develop and implement a Site Operational Plan, which includes the development and implementation of the following;

- Operational standards;
- Operational procedures;
- Use of Equipment & Machinery

for all Catering areas including;

- Back of House;
- Office Areas;

Master Delivery Schedule

The Catering Service Provider must develop and implement a Master Delivery Schedule for vehicles entering the Games Venue.

Communication Device Plan

The Catering Service Provider must develop and implement Communication Device Plan including number, type, job role for mobile phones and two way radios. Mention must be made of plan for radio frequency etc.

Reporting Plan

The Catering Service Provider must develop and implement a Reporting Plan

Periodical Reports

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

Pre-Games Planning Period

- Weekly

Games Period

- Daily (10 am)

Post Games Period

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

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

Pre Games Monthly Planning Reports (Status Report):

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

Key activities during the reporting period including:

- Staffing and rosters
- Equipment
- Issues or dates to be noted
- Recommendations
- Incidents
- Confirmation of any change control requests

Exclusive Use Period Reports (Daily Reports):

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

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

The Catering Service Provider must provide these reports using the OC-SAG template

Staff Check in Report

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

Catering Services Key Dates

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

Venue Periods

| | |
|---------------------------------------|-----------|
| Total Days of Service Required | 13 |
| Pre Event Phase | 2 |
| Event Phase | 11 |

38. ANNEXURE - C

BANK GUARANTEE FORMAT

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

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

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

Date: the ____ day of _____ 2015

for _____

(Indicate the name of the bank)

39. ANNEXURE – D

PRE-QUALIFICATION BID: BIDDER INFORMATION

Please provide the details of the Bidder

(Please fill different forms if bidding for more than 1 cluster)

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

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

40. ANNEXURE – E

PRE-QUALIFICATION BID: DETAILS OF ENGAGEMENT

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

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

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

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

Assignment 1

Client Name:

Address:

Period of Contract:

Brief Description of Service (Max. 200 words)

Assignment 2

Client Name:

Address:

Period of Contract:

Brief Description of Service (Max. 200 words)

Assignment 3

Client Name:

Address:

Period of Contract:

Brief Description of Service (Max. 200 words)

41. ANNEXURE – F

Please provide the following financial details of the Consortium members

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

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

| Sr. No. | Question | Response |
|----------------|---|-----------------|
| 1. | Does the current composition of consortium have the experience of handling any other engagement with same composition of the consortium If “Yes”, please provide the following details: Client Name: Event details: Year: | Yes/No |

Please provide a brief scope of Work (200 words)

| Sr. No. | Question |
|----------------|---|
| 2. | Please provide a clear and detailed segregation of roles and responsibilities of the Principal Bidder and the consortium partner(s) |

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

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

| Sr. No. | Question |
|----------------|---|
| 3. | Please provide details of the nature of the Consortium arrangement/agreement between the Principal Bidder and the Consortium Members. |

Response

42. ANNEXURE – G

(online Excel Sheet)

(a) COMMERCIAL BID – FORM 10 (Staffing)

| Venues | Staff Requirement | No of Days | Price per Unit | Value (Qty* No of Days* Price per unit) |
|--|-------------------|------------------|----------------|---|
| Indira Gandhi Athletics Stadium | 23 | 13 | | |
| Dr. Zakir Hussain Aquatic Complex | 14 | 13 | | |
| Shooting Range, Kahilipara | 12 | 13 | | |
| Moullana MD. Tayabullah Hockey Stadium | 15 | 13 | | |
| Bhogeshwari Phukanani Indoor Stadium | 15 | 13 | | |
| Chachal, VIP Road | 12 | 13 | | |
| Nabin Ch. Bordoloi Indoor Stadium | 15 | 13 | | |
| Jawarlal Nehru Stadium, Ulubari | 20 | 13 | | |
| R. G. Baruah Sports Complex | 12 | 13 | | |
| LNIFE, Tepesia | 16 | 13 | | |
| DTRP Indoor Stadium | 14 | 13 | | |
| | | TOTAL (a) | | |

(online Excel Sheet)

(b) COMMERCIAL BID – FORM 10 (Equipment)

| List of Catering Equipment | | | | |
|-----------------------------------|--------------------------------------|-----------------------|------------------------|--|
| Sr. No. | Particulars | Details | | |
| | | Total Quantity | Price per Units | Value (Quantity * price per unit) |
| 1 | Refrigerators | 88 | | |
| 2 | Water Dispenser | 55 | | |
| 3 | Tea/ Coffee Machines | 55 | | |
| 4 | Tables | 165 | | |
| 5 | Cheffing Dishes | 165 | | |
| 6 | Tissue Paper (Packets of 100 papers) | 1000 | | |
| 7 | Water Boilers | 22 | | |
| 8 | Disposable Cups/ Plates | 80,000 | | |
| 9 | Hand Wash Soap Dispenser | 22 | | |
| 10 | Table Cloth | 165 | | |
| 11 | Ice Boxes/ Esky | 70 | | |
| | | | TOTAL (b) | |

(online Excel Sheet)

(c) **COMMERCIAL BID – FORM 10 (Food) * To be filled as per the menu described in the tender document)**

WORKFORCE AND VOLUNTEERS

| Sr. No. | Particulars | No of Pax | Days of Service | Total No of Meals to be served for 12 Days | Price per Unit | Value (Qty*Days* Price per Unit) |
|---------|-------------|-----------|-----------------|--|------------------|----------------------------------|
| 1 | Breakfast | 3300 | 12 | 19800.0 | | |
| 2 | Lunch | 3300 | 12 | 39600.0 | | |
| 3 | Dinner | 3300 | 12 | 19800.0 | | |
| | | | | | TOTAL (c) | |

(online Excel Sheet)

(d) **COMMERCIAL BID – FORM 10 (Food) * To be filled as per the menu described in the tender document)**

ATHLETES AND TECHNICAL OFFICIALS

| Sr. No. | Particulars | Energy/Granula bars | Tea and Snacks |
|---------|--|---------------------|----------------|
| 1 | Estimated no. of Clients | 4000 | 4000 |
| 2 | No. of Days of Service | 13 | 13 |
| 3 | Quantity per person | 2 | 1 |
| | Total Requirement | 1,04,000 | 52000 |
| | Cost per Unit | | |
| | Total Value (Cost per unit* Total Requirement) | | |
| | TOTAL (d) | | |

(e) **COMMERCIAL BID – FORM 10 (Food) * To be filled as per the menu described in the tender document)**

VIP AND GAMES FAMILY

| Sr. No. | Particulars | No of Pax | Days of Service | Price per Unit | Value (Qty*Days* Price per Unit) |
|---------|---|-----------|-----------------|------------------|----------------------------------|
| 1 | Tea and Snacks (Competition Days) | 500 | 9 | | |
| 2 | Tea and Snacks (Opening and Closing Ceremony) | 500 | 2 | | |
| | | | | TOTAL (e) | |

(f) COMMERCIAL BID – FORM 10 (Food) * To be filled as per the menu described in the tender document)

MEDIA

| Sr. No. | Particulars | No of Pax | Days of Service | Price per Unit | Value (Qty*Days* Price per Unit) |
|---------|---|-----------|-----------------|------------------|----------------------------------|
| 1 | Tea and Snacks (Competition Days) | 500 | 9 | | |
| 2 | Tea and Snacks (Opening and Closing Ceremony) | 500 | 2 | | |
| | | | | TOTAL (f) | |

(g) COMMERCIAL BID – FORM 10 (Food) * To be filled as per the menu described in the tender document)

BEVERAGES

| Sr. No. | Particulars | Total Quantity | Priceper Unit | Value (Qty*Days* Price per Unit) |
|---------|---|----------------|---------------|----------------------------------|
| 1 | Water Bottles (500 ML) Competition Days | 3,17,700.00 | | |
| 2 | Water Bottles (500 ML) Opening and Closing Ceremony | 12,000.00 | | |
| 3 | Juice tetra packs Competition Days | 2,11,800.00 | | |
| 4 | Juice tetra pack (Opening and Closing Ceremony) | 8,000.00 | | |
| | | | | TOTAL (G) |

| | |
|-----------------------------------|--|
| COST (a)+(b)+(c)+(d)+(e)+(f)+(g) | |
| TAXES AS APPLICABLE | |
| TOTAL COST INCLUDING TAXES | |

Total cost in figures _____