



Reference No: SYS-YS-YS-0002-2023/1491

***RFP for Engagement of Catering Agency for
NUA-O State Fest at Cuttack***

January 2024

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

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A. Notice for Request for Proposal**Sports and Youth Services Department, Government of Odisha
Kalinga Stadium, Bhubaneswar-751012****Ref No: SYS-YS-YS-0002-2023/1491****Dated:12/01/2024**

Sports and Youth Services Department, Government of Odisha, invites sealed Bids under two bid-basis i.e., Technical Bid and Financial Bid from Agencies for '**RFP for Engagement of Catering Agency for NUA-O State Fest at Cuttack**'

Sl. No	Information	Details
1	Name of RFP	RFP for Engagement of Catering Agency for NUA-O State Fest at Cuttack
2	Type of RFP	Open Tender
3	Mode of tendering	Physical Tender
4	Last date for sending queries to Sports and Youth Services Department, Government of Odisha	Date: January 18, 2024; Time:14:00Hrs. Queries may be sent by email: tender.dsyzs@odisha.gov.in
5	Pre-bid meeting	Date: January 18, 2024; Time:16:00 Hrs.; (To be held via video conferencing.) Link: https://meet.google.com/hvq-vtby-foy
6	Issue of responses to pre-bid queries, addendum/ corrigendum, if required	Date: January 19, 2024
7	Bid Due Date	Date: January 31, 2024, 17:00 Hrs.
8	Opening of Technical Bid	Date: January 31, 2024, 18:00 Hrs
9	Opening of Financial Bid	To be informed to the Technically Qualified Bidders
10	Tender Document Cost (non-refundable) including GST	Amount: INR 10,000 (Rupees Five Thousand only). Payable in DD/ Banker's Cheque only in favour of Joint Secretary, Sports and Youth Services Department, Government of Odisha' payable at Bhubaneswar. DD should reach Sports and Youth Services Department, Government of Odisha (Addressed to: Sports and Youth Services Department, Government of Odisha Kalinga Stadium, Bhubaneswar-751012) on or before the Bid Due Date by registered post/ courier/hand delivery.
11	Earnest Money Deposit (EMD)	The bidder shall deposit Earnest Money of INR. 50,000/- (Rupees Fifty Thousand only) through Demand Draft drawn in favor of "Department of Sports & Youth Services" payable at Bhubaneswar". The EMD shall be valid for 30 days beyond the Bid Validity period.

The sealed bids (technical bid and financial bid in separately sealed envelopes, as per Clause 11, Page 14 of the RfP) of the interested bidders should be submitted to the Sports and Youth Services Department, Government of Odisha (Addressed to: Joint Secretary, Sports and Youth Services Department, Government of Odisha Kalinga Stadium, Bhubaneswar-751012) on or before the Bid Due Date by registered post/ courier/hand delivery.

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

Sd/-
**Joint Secretary,
Sports and Youth Services Department,
Government of Odisha**

B. Data Sheet

Sl. No.	Activity Description	Details
1	RFP No. and Date of Availability of RFP	RFP No.: SYS-YS-YS-0002-2023/1491 Date: January 01, 2024
2	Submission of pre-bid queries through email	Up to January 18, 2024; Time:14:00 Hrs.
3	Pre-bid meeting**	January 18, 2024; Time:16:00 Hrs
4	Response to pre-bid queries	January 18, 2024
5	Bid Due Date	January 31, 2024, 17:00 Hrs.
7	Technical Bid Opening Date	January 31, 2024, 18:00 Hrs.
8	Technical Presentation	To be communicated later
9	Financial Bid Opening	To be communicated later
10	Signing of Agreement	Within 7 days of acceptance of LOA
11	Office Address - Venue for pre-bid meeting, opening and evaluation of Bids	Sports And Youth Services Department, Govt. of Odisha, Kalinga Stadium, Nayapalli, Bhubaneswar – 751012
13	Contact Details	Bijayananda Nayak, Joint Secretary, Sports and Youth Services Department, Government of Odisha tender.dsys@odisha.gov.in
14	Tender Documents on Website	https://sports.odisha.gov.in/tenders-advertisement
15	Method of Selection	Lowest Quoted Bid (L1)
16	Bid Validity Period	180 days

C. Disclaimer

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

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

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

to the RFP process or this RFP shall be made exclusively by Sports and Youth Services Department, Government of Odisha. Any breach by a bidder in this regard shall be deemed to be in non-compliance with the terms and conditions of this RFP and shall render the proposal liable for rejection. Sports and Youth Services Department, Government of Odisha's decision in this regard shall be final and binding on the bidder.

14. By responding to the RFP, the Bidder shall be deemed to have confirmed that it has fully satisfied and understood the terms and conditions of the RFP. The Bidder hereby expressly waives any and all claims in respect thereof.
15. The bid is not transferable.

D. Abbreviations

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

E. Definitions and Interpretations

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

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

- The EMD will be refunded to the bidders whose offers have not been accepted.
 - EMD of the bidder whose offer is accepted will be kept up till the time, the Bank Guarantee is not received.
 - The EMD shall be valid for 30 days beyond the Bid Validity period.
 - If the bidder withdraws the bid during the validity period of the bid before the commencement of the project, the EMD money will not be refunded.
 - As per the Government of India guidelines, Rule 170 of GFR, Startups recognized by the Department for Promotion of Industry and Internal Trade (DPIIT) and Micro and Small Enterprises as per the Department for MSME are exempt from depositing EMD in Govt tenders.
9. **“Bid Validity Period”** shall initially remain valid and binding on the bidder for at least 180 (one hundred and eighty) days from the Bid Due Date, as given in the Data Sheet. Any bid with a shorter validity period shall be rejected by Sports and Youth Services Department, Government of Odisha
10. **“Financial Year”** means the 12-month period from 1st April to 31st March corresponding to the audited annual accounts.
11. **“Letter of Award (LOA)”** means the official written intimation by Sports and Youth Services Department, Government of Odisha notifying the Preferred Bidder/ Service provider that the work has been awarded in its favour as per the terms and conditions mentioned therein;
12. **“Net Worth”** shall have the meaning ascribed to it in Section 2(57) of the Companies Act, 2013;
13. **“Request for Proposal”** or **“RFP”** or **“RFP Document”** or **“RFP Paper”** or **“RFP Documents”** or **“Bid Documents”** means documents issued by Sports and Youth Services Department, Government of Odisha vide RFP No. **SYS-YS-YS-0002-2023/1491** dated 12/01/2024 for RFP for Engagement of Catering Agency for NUA-O State Fest at Cuttack for Sports and Youth Services Department, Government of Odisha and shall include any modifications, amendments, corrigenda/ addenda or alterations thereto. The documents are as follows:
- (a) This RFP document;
 - (b) b) Any corrigendum(a)/ addendum(a) and clarification(s) to the RFP Document issued by Sports and Youth Services Department, Government of Odisha subsequent to the issue of the RFP Document will also be considered an integral part of the RFP Document. Any reference to the RFP Document in the Agreement shall include such corrigendum(a)/ addendum(a);
14. **“Pre-Bid Meeting”** means Pre-Bid meeting to be held as per the schedule indicated in the Data Sheet hereof between Sports and Youth Services Department, Government of Odisha, and the bidders for clearing doubts if any;
15. **“Related Party”** shall have the meaning ascribed to it in Section 2(76) of the Companies Act, 2013;

16. **“Turnover”** shall have the meaning ascribed to it in Section 2(91) of the Companies Act, 2013.
17. **“Sports and Youth Services Department, Government of Odisha”** or **“Sports and Youth Services Department, Government of Odisha”** shall mean the Sports and Youth Services Department, Government of Odisha, having its registered office at Kalinga Stadium, Bhubaneswar-751012.

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

F. Instructions to Bidders

1. **Cost of Bid:** The Bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Sports and Youth Services Department, Government of Odisha or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the bidder and Sports and Youth Services Department, Government of Odisha shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the bid, regardless of the conduct or outcome of the bidding process.
2. The bidder is expected to examine all instructions, forms, terms and conditions in the RFP document. Failure to furnish all information required by the RFP document or submission of a tender not substantially responsive to the RFP document in every respect will be at the bidder's risk and may result in rejection of the bid.
3. The bidder shall not make or cause to be made by any alteration, erasure, or obliteration to the text of the RFP document.
4. The bid documents shall be shared with the agencies via the Sports and Youth Services Department, Government of Odisha website. There shall be no sale of hard copies of the bid documents. The Bid Processing Fee shall have to be paid at the time of bid submission, unless exempted to be paid by the Competent Authority.
5. **Bid Processing Fee:** The bidder shall pay to Sports and Youth Services Department, Government of Odisha a non-refundable amount ("Bid Processing Fee"), indicated in the Data Sheet, as part of its Technical Proposal. The mode of payment of the Bid Processing Fee is also indicated in the Data Sheet.
6. **Consortiums / Joint Ventures (JVs) are NOT allowed.** Proposals from Bidders, applying individually shall be considered for evaluation. Firms applying in consortium / joint venture shall be summarily rejected. Firms/Agencies desirous of participating in this Bid should not have been debarred/blacklisted by any Government agency.
7. **Preparation of Bids**
 - 7.1 **Language:** Bids and all accompanying documents shall be in the English language. In case any accompanying materials are in other languages, an English Translation shall accompany it. The English version shall prevail in matters of interpretation which is notarised by Competent Authority.
 - 7.2 **Form of Bid:** The form of a bid shall be completed in all respects and duly signed and stamped by an authorized representative of the Bidder. Relevant power of attorney for signing the bid should be attached.
 - 7.3 **Currencies of Bid and Payment:** The bidder shall submit his financial bid in Indian Rupee (₹ / Rs.), and payment under this contract will be made in Indian Rupee (₹ / Rs.)

8. Clarifications by Bidders

- 8.1 Bidders requiring any clarification on the RFP document may contact DSYS, Government of Odisha in writing by e-mail/post/courier within such date as specified in the Schedule of Bidding Process.
- 8.2 All correspondence for clarifications should be submitted as per the format attached at 'Annexure XVI' to the address mentioned in the data sheet in writing by Mail/post/courier.
- 8.3 DSYS, Government of Odisha shall endeavour to respond to the queries raised or clarifications sought by the Bidders. To be fair to all prospective bidders, the responses to queries shall be uploaded on the DSYS, Government of Odisha website. However, DSYS, Government of Odisha reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this clause shall be construed, taken or read as compelling or requiring DSYS, Government of Odisha to respond to any query or to provide any clarification.
- 8.4 At any time prior to the Bid Due Date, DSYS, Government of Odisha may, for any reason, whether at its own initiative or in response to clarifications requested by Bidder(s), modify the RFP document by way of issue of Addendum/ Corrigendum/ Clarifications. Any Addendum/ Corrigendum/ Clarifications thus issued shall be uploaded on the DSYS, Government of Odisha website.

9. Pre-Bid Meeting

- 9.1 To clarify and discuss issues with respect to the Project and the RFP Document, a "Pre-Bid Meeting" will be held as per the details provided in Data Sheet.
- 9.2 Prior to the Pre-Bid meeting, the Bidders may submit a list of queries and proposed suggestions in the word format as per '**Annexure-A,**' if any, to the RFP requirements.
- 9.3 Bidders may note that Sports and Youth Services Department, Government of Odisha will not entertain any deviations to the RFP Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified, and the Bidders would be deemed to have accepted the terms and conditions of the RFP Document with all its contents. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.
- 9.4 Bidders' representatives attending the Proposal opening shall bring an authorization letter from the Bidder.
- 9.5 A maximum of two officials/ representatives from each bidder may attend the Pre-Bid meeting. All costs of the bidder related to attending the pre-bid meeting shall be borne by the bidder. This meeting is to be conducted to clarify and redress all doubts and difficulties of the bidders.
- 9.6 Attendance of the bidders at the Pre-Bid Meeting is not mandatory. Sports and Youth Services Department, Government of Odisha will endeavor to respond to all queries received by the scheduled date as per Clause 1 from all bidders, irrespective of attendance of the bidder in the Pre-Bid Meeting.
- 9.7 In case of any change in the schedule of the Pre-Bid Meeting, the same will be communicated by Sports and Youth Services Department, Government of Odisha.
- 9.8 No interpretation, revision, or other communication from Sports and Youth Services Department, Government of Odisha regarding this solicitation is valid unless in

writing. Sports and Youth Services Department, Government of Odisha may choose to send to all Bidders whose Proposals are under consideration, in writing, or by any standard electronic means such as Mail or by uploading on the website(s) of responses, including a description of the inquiry but without identifying its source to all the Bidders.

10. Format and Signing of Bid

- 10.1 The documents comprising the bid shall be typed, and all pages of the bid shall be signed by a person duly authorised to sign on behalf of the bidder.
- 10.2 The bid shall contain no alternations, omissions, or additions except those to comply with an instruction issued by Sports and Youth Services Department, Government of Odisha or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed by the person signing the bid.
- 10.3 The proposal shall be properly bound, indexed, and serially numbered.

11. Submission of Bids

- 11.1 The bidder shall submit their offer under two bid-basis.
Envelope 1 – EMD and Bid Fee -
Envelope 2 – Technical Bid
Envelope 3 – Financial Bid
Envelope 4 – contains Envelope 1,2 and 3
The sealed envelopes are to be submitted at the below mentioned address.
Joint Secretary, Sports and Youth Services Department, Government of Odisha, Kalinga Stadium, Bhubaneswar-751012. on or before the Bid Due Date by registered post/ courier/by hand delivery.
The Bids that are submitted beyond the stipulated date and time under any circumstances whatsoever will not be considered.
- 11.2 The bidder shall submit their offer under two bid-basis. Technical Bid and the Financial Bid. The Financial Bid shall be submitted as per the schedule and separate to the technical bid. The bidder shall ensure that the technical and financial bids are submitted as per the two-bid basis. In case, the financial bid is submitted as part of the technical bid, the bid shall be liable to be declared non-responsive and shall be rejected. The Bids that are submitted beyond the stipulated date and time under any circumstances whatsoever will not be considered.
- 11.3 **Technical Bid:** Bidders shall have to submit their Technical Bid as per the process mentioned in Clause 11.1. The Technical Bid should consist of clear and legible scanned copies of all the required documents and should be submitted within the Bid Due Date, as indicated in the Schedule for the Tender. The Technical Bid shall contain no information on the Price Bid of the Bidder.
- 11.4 **Financial Bid:** Bidders shall have to submit their Financial Bid as per the Financial Proposal form in Annexure – D in both word and figure and in case of any discrepancy between the word and figure of the quoted rate, the rate mentioned in words shall prevail. The financial bid shall be submitted as per Clause 11.1.
- 11.5 Basic rate should be per unit as mentioned in Annexure D.
- 11.6 The basic and total rate should be inclusive of supply, transportation, and any other incidental charges required to meet the scope of work.
- 11.7 Rates should be exclusive of all statutory taxes.

- 11.8 The financial proposal shall be valid for a period of 180 days from the date of submission. If accepted, the applicable rates shall be valid for a period of 12 months from the date of ward of supply order. However, owing to special circumstances, DSYS, Govt of Odisha reserves option to have a new rate contract for additional catering requirement by issuing another tender.
- 11.9 The quantity mentioned in Annexure D is indicative and may be increased or decreased as per actual requirement of DSYS, Govt of Odisha.
- 11.10 The rates quoted for each of the meal shall be applicable for supply anywhere in the state of Odisha for a period of 12 months from the date of award of supply order.
- 11.11 In case the preferred bidder is unable to supply the agreed quantity of meals, as per menu and/or within stipulated time DSYS reserves the right to negotiate with the next preferable bidder.
- 11.12 In case of any dispute arises in regard to the tender, the decision of Commissioner-cum-Secretary, DSYS, Government of Odisha will be final and binding.
- 11.13 In case of litigation, the courts at Bhubaneswar only will have the jurisdiction for deciding the case according to Indian law and force.
- 11.14 DSYS, Govt. of Odisha taking into accounts past performance of party, reserves the right to reject any tender.
- 11.15 It must be noted that this is just an enquiry and doesn't amount to any commitment on the part of DSYS, Government of Odisha to order any products offered. The decision of DSYS, Government of Odisha in this regard would be final and be entirely, at its discretion.
- 11.16 The purchaser, without prejudice to any other contractual rights and remedies available to it (the purchaser) may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all the goods or fails to perform any other contractual obligations within the time period specified in the contract, or within any extension thereof granted by the purchaser.

12. Material Deviation

Material Deviation received in the bids shall include, inter alia, the following:

- 12.1 The Technical Bid or any accompanying document or Financial Bid submitted by the Bidder is not in accordance with the formats given in this RFP document.
 - 12.2 The Technical Bid is not accompanied by all the documents required to be submitted in terms of this RFP document.
 - 12.3 It does not contain all the information (complete in all respects) as requested in this RFP document (in accordance with the formats provided in this RFP document);
 - 12.4 The Technical Bid is not accompanied by documentary evidence of the credentials of the Bidder(s).
 - 12.5 The Technical Bid or Financial Bid submitted by the Bidder is conditional or qualified.
 - 12.6 The bid submitted by the Bidder is not valid for the minimum bid validity period.
 - 12.7 It is otherwise substantially/ materially in deviation of the terms and conditions of the RFP document.
- 13.** DSYS, Government of Odisha may waive any nonconformity in the Bid that does not constitute a material deviation, reservation or omission. DSYS, Government of Odisha may request that the Bidder submit information or documentation, within a reasonable

period of time to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the Financial Bid. Failure of the Bidder to comply with the request of DSYS, Government of Odisha by the date specified therein may result in the rejection of its Bid.

14. Late and Delayed Bids:

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

15. Acknowledgement by the Bidder

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

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

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

16. Opening and Evaluation of Technical Bid

- 16.1 Technical Bids will be opened in the presence of the bidders' representatives who

choose to attend at the appointed place and time.

- 16.2 The Technical Bid of the bidder would be evaluated as per the eligibility criteria set out in the Clause G of the RFP document. Bids will be evaluated based on the information submitted by the bidders. However, Sports and Youth Services Department, Government of Odisha reserves the right to seek clarification/documents from the bidders if Sports and Youth Services Department, Government of Odisha considers it necessary for proper assessment of the bid.
- 16.3 The bids which are found to be eligible, in case the documents submitted as part of the technical bids are in compliance with the Clause G of the RFP. Only, those technical Bids which are meeting the eligibility criteria shall be considered for technical evaluation.
- 16.4 The Technical Bids will be evaluated based on the evaluation criteria as mentioned Clause H and only those Bidders whose Technical Proposals get a score of minimum 70 (Seventy) marks out of 100 (one hundred) marks shall qualify for financial bid opening.

17. Opening of Financial Bid and Final Evaluation

- 17.1 The Financial Bids of the technically qualified bidders shall be opened in the presence of such bidders' representatives who choose to attend.
- 17.2 The Bidder with the lowest financial bid shall be the successful bidder.
- 17.3 In case of significant variation in the rates of various items being bid for, Sports and Youth Services Department, Government of Odisha reserves the right to negotiate the rate or exclude the items for execution by the Successful Bidder.
- 17.4 Sports and Youth Services Department, Government of Odisha reserves the right to increase or decrease the scope of work, at the time of signing of the contract.
- 17.5 The Financial Bid should be including all costs related to meeting the scope of work. The tender does not entail any commitment on the part of DSYS, Government of Odisha either financially or otherwise. DSYS, Government of Odisha reserves the right to accept or reject any or all tenders without incurring any obligation to inform the applicants.
- 17.6 No advance payment will be made. It will be mandatory for the bidders to indicate their bank account number. The payment of bills will be made on submission of the following documents by the seller to the paying authority along with the bill:
- (a) Ink-signed copy of Commercial invoice/Seller's bill
 - (b) Copy of Supply Order/Contract
 - (c) Inspection note, as applicable
 - (d) **Details for Payment:** Account Holder's Name, Bank Name, Branch Name and Address, Account Type, Account Number, IFSC code, MICR code (if these details are not incorporated in supply order/contact)
- 17.7 Failure of the Successful Bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the LOA. In such an event, Sports and Youth Services Department, Government of Odisha reserves the right to,
- (a) invite the next-ranked bidder and negotiate, or
 - (b) take any such measure as may be deemed fit in the sole discretion of Sports and Youth Services Department, Government of Odisha, including annulment of the Bidding Process.

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

- 18.1 Sports and Youth Services Department, Government of Odisha is not bound to accept the lowest bid or any bid and may at any time by giving notice in writing terminate the tendering process.
- 18.2 Sports and Youth Services Department, Government of Odisha may terminate the contract/cancel the LOA if it is found that the bidder is blacklisted on previous occasions by any of the central/ state government ministry/ department/ institutions/ local bodies/ municipalities/ PSUs, etc.
- 18.3 Sports and Youth Services Department, Government of Odisha may also terminate the contract/ cancel the LOA in the event the Successful Bidder fails to furnish the performance security or fails to execute the agreement.

19. Penalty Clause

Failure to supply food in terms of quality, quantity and as per the menu indicated in this document will attract penalty. For not adhering to contractual conditions, the department shall be free to impose monetary fine as deemed fit on the catering agency. Fines imposed shall be adjusted against payment due to the contractor.

- 19.1 Vegetables should be fresh and of good quality. If vegetables, kept for use is found to be rotten or of poor quality, then a fine of Rs 1000/- for each occasion will be imposed.
- 19.2 Items like Aji-no-moto, Baking soda, non-permissible food colors, vanaspati (dalda) etc. are banned and they should not be used. If they are found in the kitchen premises penalty of Rs.5000/- for each occasion will be imposed.
- 19.3 Kitchen should be kept clean. If it is not kept clean, a fine of Rs. 1000/- for each occasion will be imposed.
- 19.4 For damages/shortage caused by the contractor to the kitchen equipment, vessels and other items, if any supplied by the licensor, & not replaced/repared, twice the current cost of the equipment will be recovered.
- 19.5 Any complaint of insects found in any food item would invite a fine of Rs. 1000/- on the contractor.
- 19.6 Any complaint of soft objects like rope, soft plastic, cloth etc in food will attract a fine of Rs1000/-per complaint.
- 19.7 Any complaint of stones / pebbles will attract a penalty on the contractor which can range between Rs1000/-to Rs2000/-depending on the size of the stone/ pebble per complaint.
- 19.8 5 or more complaints of unclean utensils in a day would lead to a fine of Rs. 2000/- on the contractor.
- 19.9 If Competent Authority agrees that certain item of a meal was not cooked properly then a fine of Rs.3000/-would be imposed on the contractor.
- 19.10 Personal hygiene of workers, misbehavior by workers etc. will lead to fine of Rs. 5000/-on contractor for every instance.
- 19.11 Severity of hygiene failure shall be assessed and decided by the Competent Authority and fined appropriately. In case of gross failure/negligence a severe penalty will be imposed, which could be a hefty fine as cash and/or summary termination of the Contract.

The Catering agency agrees and acknowledges that the above referred penalty is reasonable in nature and the contractor agrees to abide by the same. In the event

of recurring circumstances of above referred lapses, besides Penalty, DSYS, Government of Odisha shall be entitled to terminate the Agreement with immediate notice without any liability whatsoever.

20. Award of Contract

- 20.1 Sports and Youth Services Department, Government of Odisha will award the contract to the Successful Bidder to perform the contract satisfactorily as per the terms and conditions incorporated in the RFP document.
- 20.2 Sports and Youth Services Department, Government of Odisha will communicate the outcome to the Successful Bidder by mail confirmed by letter transmitted by registered/speed post that its bid has been accepted. This letter (hereinafter and in the condition of contract called the “Letter of Award”) shall prescribe the amount which Sports and Youth Services Department, Government of Odisha will pay to the Successful Bidder in consideration of the execution of work/services by them as prescribed in the contract.
- 20.3 The Successful Bidder will be required to commence the assignment at the earliest, as communicated by Sports and Youth Services Department, Government of Odisha in this regard.
- 20.4 The Successful Bidder will be required to execute the contract for the services within a period of 7 days from the date of issue of Letter of Award.

21. Performance Security

- 21.1 The Successful Bidder shall be required to furnish a Performance Security prior to sign the contract (for an amount which is **7.5% of total project cost/contract value**) in the form of Bank Guarantee from a scheduled Bank in an acceptable form in favor of **Sports and Youth Services Department, Government of Odisha, payable at Bhubaneswar**. The Performance Security shall be valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations. In case the contract period is extended, further, the validity of Performance Security shall also be extended by the Successful Bidder accordingly. The format for Bank Guarantee for Bid Security is provided at **Annexure -L**
- 21.2 Failure of the Successful Bidder to comply with the requirements of the above clauses shall constitute sufficient grounds or the annulment of the award and other actions as deemed necessary.

22. Payments to the Catering Agency

- 22.1 Total Cost of the Services payable is as per the Catering Agency’s proposal to the Employer and as negotiated thereafter.
- 22.2 **Currency of Payment:** All payments shall be made in Indian Rupees.
- 22.3 **Terms of Payment:** The payments in respect of the Services shall be made to the Catering Agency on the basis of the invoice raised by the Catering Agency.

SI No	Description	Payment
01	After the start of the event	20%
02	After completion of the event subject to satisfactory performance of the agency.	40%
03	After recommendation by the Tender Committee	40%

- 22.4 Catering Agency must ensure that any additional work done by the Agency has to be

approved by Sports and Youth Services Department, Government of Odisha in writing, otherwise, it will not be considered for payments.

- 22.5 All billed items are to be signed off by respective Competent Authority of Sports and Youth Services Department, Government of Odisha regarding quantity and successful completion as per agreed timelines. These need to be backed up by relevant evidence (Photographs, Videos, Lists signed off by Competent Authority). The payment shall be made only after the submission of payment recommendation by the Tender Committee.

G. Eligibility Criteria

Bidders must carefully read the conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

To be eligible for evaluation of its Proposal, the Bidder shall fulfill the following Eligibility Criteria:

Criteria	Requirements	Documentary Evidence
Legal Entity	The bidder may be a single entity. For the purpose of this Invitation for RFP document, a Business Entity shall mean a company registered in India under the Companies Act, 1956 or 2013 or a Partnership Firm registered under the Limited Liability Partnership Act of 2008 or Indian Partnership Act 1932 or a proprietorship firm. The agency should have a track record of providing relevant services related to catering for at least 05 years as on March 31, 2023.	Certificate of Registration/ Incorporation(s)
Financial Capacity	The bidder should have a minimum average annual turnover of ₹ 1 crore from Catering assignments over any three of the previous five financial years up to year ending FY 2022-23.	Certificate from statutory auditor/audited financial statements for the three previous financial years/ CA certificate.
State Presence	Bidder should have presence (operational office) in State of Odisha.	Documentary proof/ address proof
Bidder Experience	The Bidder should have experience of providing Catering services prior to the date of the release of the tender document in India within the last 7 years with a minimum project cost of ₹ 20 lakhs excluding taxes for a single contract/Work Order	Work Order/LOA/ Contract (Contract value & scope of work to be mentioned)
Other Criteria	Valid GSTIN registration and PAN	Copy of PAN and GST Registration Certificate

H. Evaluation Criteria

Sl. No.	Criteria	Max Marks	Document/ Evidence Required
1.	Average annual Turnover from Relevant experience (Catering services) over any three of the previous five financial years: <ul style="list-style-type: none"> • ₹ 1 crores to ₹ 2 crores - 10marks • Above ₹ 2 crores to ₹ 3 crores - 15 marks • More than ₹ 3 crores - 20 marks 	20	Certificate from statutory auditor/audited financial statements for the three previous financial years/ CA Certificate
2.	Relevant experience of the Agency in providing catering Services to any Central/ State Department/ PSU or any other agencies of the Government in India within the last 7 years with minimum contract value of ₹ 20 Lakhs. <ul style="list-style-type: none"> • One Govt. assignments – 10 marks • Two Govt. assignments - 15 marks • Three or more Govt. assignments - 20 marks 	20	Work Order/ Certificate from Statutory Auditor
3.	Relevant experience of providing Catering services of similar nature to minimum 10,000 Meals (per day) for 1 project: <ul style="list-style-type: none"> • 10,000 – 15,000 Meals – 10 marks • 15,001 – 20,000 Meals – 15 Marks • More than 20,000 Meals – 20 marks 	20	LoA/ Work orders/Agreement establishing numbers of people.
4.	Technical Presentation The bidders will have to present the concept for following. <ul style="list-style-type: none"> • Approach and Methodology – 8 marks • Manpower deployment plan – 8 marks • Brands/ source of ingredient's to be used in cooking - 8 marks. • Use of Environmentally friendly materials for services - 8 marks. • Adherence of proper waste management & disposal standards - 8 marks. 	40	Technical Presentation
Total			100
Qualifying Marks			70

Notes: The Technical Bid should not include any financial details.

I. Terms of Reference

1. Objective

Department of Sports and Youth Services, Government of Odisha as part of the NUA – O scheme, is conducting a state Fest at the Barabati Stadium in Cuttack on 13th February 2024 tentatively.

In this regard, DSYS intends to hire an agency for providing catering services as per the details given in this document.

The detailed scope of the services has been mentioned below. Tentative Menu and Daily Requirement is attached at Annexure B and C respectively.

a) **General Principles to be followed:**

1. The Catering Agency shall prepare meals using ingredients of the highest quality and as per norms.
2. The Catering Agency shall deliver the meals at the venue and shall be fully responsible for supply of food in good condition and fit for human consumption at all times.
3. The Catering Agency shall also ensure that the food provided is hot and kept for serving in Chaffing dishes wherever applicable.
4. The Catering Agency shall have to make arrangements for their own accommodation, transport, staff and material, equipment, etc. required for the execution of the work.
5. The Catering Agency shall avoid usage of plastic as much as possible.
6. The Catering Agency shall be responsible for setting up of required Kitchens for preparation of meals at their own cost.
7. Sports and Youth Services Department, Government of Odisha, Govt of Odisha shall provide a Catering Compound for cooking and serving of cooked meals.
8. The Catering Agency shall always maintain hygiene at the Catering Compound at their own cost. The space has to be handed over to the Sports and Youth Services Department, Government of Odisha after the event cleared from all waste and garbage.
9. The Catering Agency is responsible to provide Services along with the required equipment at the venue.
10. The officials appointed by Sports and Youth Services Department, Government of Odisha, will conduct inspection at the kitchen and any other aspect connected with the delivery of the services to ascertain the quality of services.
11. The supply of food would be as per the accepted offer, numbers given to the caterer and as per the advice given by Sports and Youth Services Department, Government of Odisha.
12. It will be the responsibility of the Catering Agency to calculate the catering numbers and confirm the number with Sports and Youth Services Department, Government of Odisha.
13. Punctuality is to be ensured in providing food / beverage as per the schedule, as delay in providing food can affect the arrangements.
14. All the Catering staff must have experience of handling food and the food needs to be served hot.
15. The service staff is to be instructed to be well dressed in Uniforms and to be very polite and obedient at all times.
16. The service staff preparing, handling and serving food should be wearing face masks, hand gloves and head gears at all times.
17. The Catering Agency shall make arrangement for clean tablecloths where food shall be served. These are to be changed on a daily basis.
18. The Catering Agency shall be fully responsible for maintaining high standards of food at site being served at all times.

19. The Catering Agency is required to provide with a complete staff report from check-in and check-out.
20. The Catering Agency shall take all precautionary measures to ensure safety of its workmen employed by it and Sports and Youth Services Department, Government of Odisha will not be responsible in case of any eventuality.
21. The Catering Agency shall serve the meals in the BPA free food boxes, use cutleries which are of highest-grade quality, recyclable and easily disposable.
22. The Catering Agency shall take utmost responsibility in-terms of segregating the wet waste & solid waste.
23. There will be sufficient amount of crockery and cutlery for each of the meals.
24. Alcoholic beverages shall be strictly prohibited.
25. Use of single use plastic is banned at the event venue.
26. The Catering Agency is required to provide water dispenser & re-fill the water for dispensers and to provide disposable cups as per the requirement.

b) Reporting:

The Catering Agency must submit a report to Sports and Youth Services Department, Government of Odisha on completion of the project that provides an overall report of the catering service, including:

- Catering numbers per meal
- Number of 20- liter Water Cans deployed
- Incidents report, if any.
- Complaints; if any.
- Recommendations

c) Safety and Quality Checks

Personal Hygiene:

1. The Catering Agency shall ensure that staff deployed in catering services is free from any infection or communicable diseases and arrange their regular health check-ups before the initial deployment. The staff should trim their nails regularly and wear head gears & gloves at the workplace. Smoking, eating or chewing of tobacco / gutka etc., spitting is strictly prohibited.
2. The waiters/serving staff shall be well dressed, presentable, well- mannered and trained. Adequate sets of uniform shall be provided by the Catering Agency so that they can present themselves neat and clean daily.
3. Use of Face masks, Gloves and head caps is mandatory.
4. Utmost cleanliness and hygiene will be maintained at all times in entire premises. The disposal/ management of the garbage/ food waste generated at the premises shall be the responsibility of the Catering Agency and the Catering Agency will work in close coordination with other agencies in this regard.
5. The agency will also be responsible to maintain cleanliness in the dining areas which includes clearing of plates, cleaning of tabletops and cleaning of the floor. The agency shall provide adequate manpower for the same.
6. The agency will be responsible for end-to-end housekeeping of both kitchen area as well as dining area.

Quality Maintenance:

1. The eatables served by the Catering Agency to the Guests shall be completely hygienic, free from any sort of adulteration or foreign ingredients etc. Dishes containing any foreign ingredient shall not be served.
2. Non-vegetarian dishes shall be made from fresh and good quality halal chicken and fish and shall be purchased from standard authorized shop. The pieces of non-vegetarian items shall not be too small or too big. Unnecessary shreds and small bone

pieces shall be removed. The non-vegetarian items shall be washed and marinated properly before cooking.

3. All the vegetarian and non-vegetarian dishes shall be cooked separately.
4. All vegetables, fruits etc. used shall be fresh and shall not be rotten or overripe. The Catering Agency shall be responsible for their hygiene and safety. Milk and milk products such as curd, yoghurt, cheese etc. shall be of good quality and should be prepared and served fresh. All the items being used shall be stored properly and used before the expiry/ best before date.
5. The Catering Agency shall maintain hygienic conditions in cooking/ pantry area and dining/serving areas.

Inspection:

1. Sports and Youth Services Department, Government of Odisha shall carry out inspection of food items and services for their quality, as per prevailing rules and regulations and shall abide by all laws applicable.
2. Sports and Youth Services Department, Government of Odisha shall carry out inspection at the kitchens on regular basis.
3. In case of dispute regarding the services, quality or the quantity of the food items, snacks, tea etc. the decision of Sports and Youth Services Department, Government of Odisha will be final and binding

J. List of Annexures

Sl. No	Description	Annexure	Submission
1.	Format of Pre-Bid Queries	Annexure – A	For Pre-Bid Queries
2.	Tentative Menu	Annexure – B	
3.	Tentative Daily Requirement	Annexure – C	
4.	Format for Financial Bid Submission	Annexure – D	Financial Proposal
5.	Tender Submission Letter	Annexure – E	Technical Proposal
6.	Performa for Affidavit	Annexure – F	
7.	Information on Bidder's Organization	Annexure – G	
8.	Format for Financial Capacity	Annexure – H	
9.	Relevant Experience & Approach and Methodology	Annexure – I	
10.	Power of Attorney	Annexure – J	
11.	Draft form of contract	Annexure – K	For the Selected Bidder
12.	Form of Bank Guarantee for Performance Security	Annexure – L	

Annexure-A: Format of Pre-Bid Queries

To

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

Sub: RFP for Engagement of Catering Agency for NUA-O State Fest at Cuttack

Ref: RFP No. **SYS-YS-YS-0002-2023/1491**

Dear

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

Sl. No.	Clause No. and Page reference	RFP text	Query
1			
2			
...			

Yours faithfully,

Authorized Signatory

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

Note: On the Letterhead of the Bidder

Annexure-B: Tentative Menu

The bidder may provide the menu given below

Lunch	Snack Box
Salads	Juice
Curd or Raita	02 Veg Snack
Roti / Chapati	01 Cake / Muffin
Yellow Dal / Dalma	
Steamed Rice	
Lemon / Mango Pickle	
01 Hot Dish (Paneer) - Gravy	
01 Hot Dish (chicken) - Gravy	
01 veg fry	
Dessert	

Note: Sports and Youth Services, Govt of Odisha, shall decide the menu based on mutual discussion with the successful bidder.

Annexure-C: Tentative Requirement (nos.)

The estimated requirement is for 40,000 people.

Note: Sports and Youth Services, Govt of Odisha, reserves the right to increase or decrease the quantities based on mutual discussion with the successful bidder.

Annexure D: Format for Financial Bid Submission

Sl. No	Particulars of meals to be served with Water	Quantity	Rate per plate/ dispenser	Total Amount
		A	B	(A x B)
1	Lunch	40,000		
2	Tea / Coffee & Snacks	40,000		
3	20 litre water can	1000		
Total in number				
Total in words				

Note:

- 1) Financial proposal is to be submitted in a separate envelope from the technical proposal. Basic rates should be per unit.
- 2) The basic and total rate should be inclusive of all costs required to meet the scope of work.
- 3) Rates should be exclusive of all statutory taxes.
- 4) The financial proposal shall be valid for a period of 180 days from the date of submission. If accepted, the applicable rates shall be valid for a period of 12 months from the date of award of supply order. However, owing to special circumstances, DSYS, Govt. of Odisha reserves option to have a new rate contract for additional catering requirement by issuing another tender.
- 5) The above quantity of meals is indicative and may be increased or decreased as per actual requirement of DSYS, Govt. of Odisha.
- 6) The rates quoted for each of the items shall be applicable for supply anywhere in the state of Odisha for a period of 12 months from the date of award of supply order.

Annexure E: Tender Submission Letter

To

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

Sub: RFP for Engagement of Catering Agency for NUA-O State Fest at Cuttack

Ref: RFP No **SYS-YS-YS-0002-2023/1491**

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

I/We, hereby declare that:

- (a) We are enclosing and submitting herewith our Bid, with the details as per the requirements of the tender, for your evaluation and consideration.
- (b) I/We have carefully read the terms and conditions of the tender document attached hereto and hereby agree to abide by the said terms and conditions.
- (c) The bid is unconditional.
- (d) I/We undertake that the documents submitted are genuine/authentic and nothing material has been concealed. I/We understand that the contract is liable to be cancelled, if it is found to be having obtained, through fraudulent means/concealment of information.
- (e) We shall make available to Sports and Youth Services Department, Government of Odisha any additional information it may find necessary or require clarifying, supplement or authenticate the Bid.
- (f) Until a formal agreement is prepared and executed, acceptance of this tender document shall constitute a binding contract between Sports and Youth Services Department, Government of Odisha and us subject to the modifications, as may be mutually agreed to, between Sports and Youth Services Department, Government of Odisha and us.
- (g) We agree to keep this bid valid for acceptance for a period of one hundred eighty (180) days from the date of opening the bid.

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

Yours faithfully,

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

Note: On the Letterhead of the Bidder

Annexure F: Proforma for Affidavit

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

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

.....Name of the Bidder

.....

Signature of the Authorised Signatory

.....

Name of the Authorised Signatory

Place: _____ Date: ____

Annexure G: Information on Bidder's Organisation

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

.....Name of the Bidder

.....

Signature of the Authorised Signatory

.....Name of the Authorised Signatory

Place: _____ Date: ____

Note: Please attach all the relevant documents like Power of Attorney, Certificate of Incorporation, GST IN, TAN, PAN

Annexure H: Format for Financial Capacity

Financial Year	Annual Turnover from Catering Services
2018-19	
2019-20	
2020-21	
2021-22	
2022-23	

Note: All figures quoted above shall be substantiated by attaching the copy of Certificate from statutory auditor/audited financial statements for the three previous financial years/ CA Certificate

Annexure I: Relevant Experience

Section 1: Relevant Experience in Similar Assignments

Assignment name:	Country: Location within the country:
Name of Client	Address
Name of the Legal Entity in whose name the contract is:	Duration of assignment (months):
No. of person months of the assignment:	Start date (Month/ year): Completion date (Month/year):
Approx. value of the overall contract (in INR or equivalent in INR):	Approx. value of the services provided by your firm under the contract (in INR or equivalent in INR):
Name of JV Partner/ Sub consultant/ associated organizations, if any:	Role of JV Partner/ Sub consultant/ associated organization:
Narrative description of the Project:	
Detailed Scope of services, coverage and relevance to this project:	

Note:

1. Use Separate Sheet for each Assignment
2. Supporting documents such as copies of documents as stipulated in the **Eligibility Criteria** to be attached. Assignments that are not supported by documentary evidence shall not be considered for evaluation

Annexure J: Power of Attorney

(To be executed on INR 100 non judicial stamp paper and to be duly notarized)

Know all men by these presents, We,
(Name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms.....son/daughter/wife and presently residing at....., who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for Engagement RFP no.----- dated ----- published by the Sports and Youth Services Department, Government of Odisha for Engagement of a Catering Agency for NUA-O State Fest, including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Sports and Youth Services Department, Government of Odisha, representing us in all matters before the Sports and Youth Services Department, Government of Odisha, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Sports and Youth Services Department, Government of Odisha, in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Sports and Youth Services Department, Government of Odisha.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY OF, 20.....

For
(Signature, name, designation, and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted
(Signature, name, designation, and address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the

procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

- Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate

Annexure K: Draft Form of Contract

CONTRACT

for

RFP for Engagement of Catering Agency for NUA-O State Fest at Cuttack

Between

Sports and Youth Services Department, Government of Odisha

and

XXXXXX

Dated: XX XXXXX 2024

Sl. No	Contents
I.	Contract
II.	General Conditions of Contract
1.	General Provisions
2.	Commencement, Completion, Modification and Termination of Contract
3.	Contract Obligations of the Agency
4.	Catering Agency
5.	Obligations of the Employer
6.	Payments to the Agency
7.	Fairness and Good Faith
8.	Liquidated Damages
9.	Miscellaneous Provisions
III.	Special Conditions of Contract

I. Contract

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

WHEREAS

- a) the Agency, having represented to the “Employer” that he has the required qualification and resources and has agreed to provide the Services on the terms and conditions set forth in this contract;
- b) the “Employer” has accepted the offer of the Agency to provide the services on the terms and conditions set forth in this Contract.

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

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a) The General Conditions of Contract;
 - b) The Special Conditions of Contract;
 - c) The following Appendices/Annexures:
Annexure L: Performance Bank Guarantee
- 2. The mutual rights and obligations of the “Employer” and the Agency shall be as set forth in the Contract, in particular:
 - a) the Agency shall carry out and complete the Services in accordance with the provisions of the Contract; and
 - b) the “Employer” shall make payments to the Agency in accordance with the provisions of the Contract.

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

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

For and on behalf of Sports and Youth Services Department, Government of Odisha. Designation.	For and on behalf of XXXXXXXXXXXXXXXXXXXX Designation.
Witness 1.	Witness 1.

II. General Conditions of Contract

1. General Provisions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
- (b) "Catering Agency" means {Name of Agency} that will provide the Services to the "Employer" under the Contract.
- (c) "Contract" means the contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) "Day" means calendar day.
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) "GC" means these General Conditions of Contract.
- (g) "Government" means the Government of Odisha
- (h) "Local Currency" means Indian Rupee.
- (i) "Party" means the "Employer" or the Catering Agency, as the case may be, and "Parties" means both of them.
- (j) "SC" means the Special Conditions of Contract by which the GC as may be amended or supplemented with the approval of the parties.
- (k) "Services" means the work to be performed by the Catering Agency. pursuant to this Contract, as described in Appendix A hereto.
- (l) "Third Party" means any person or entity other than the "Employer", or the Catering Agency.
- (m) "In writing" means communicated in written form.

1.2. Relationship Between the Parties

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

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

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

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

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

1.5. Notices

1.5.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent

shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

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

1.6. Location: The Services shall be performed in Cuttack, Odisha and where the location of a particular task is not so specified, at such locations, as the “Employer” may approve. **Authorized Representatives:** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “Employer” or the Agency may be taken or executed by the officials specified in the SC.

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

1.8. Fraud and Corruption

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

- (i) “corrupt Practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) “fraudulent Practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) “collusive Practices” means a scheme or arrangement between two or more Catering Agency, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;
- (iv) “coercive Practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

1.8.2. Measures to be taken by the Employer

- a) The Employer may terminate the contract if it determines at any time that representatives of the Agency were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Agency having taken timely and appropriate action satisfactory to the Employer to remedy the situation;
- b) The Employer may also issue sanction against the Catering Agency, including declaring the Agency ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an Employer- financed contract.

2. Commencement, completion, modification, and termination of contract

- 2.1 **Effective Date for Commencement of Contract:** This Contract shall come into force and effect on the date (the “Effective Date”) of the “Employer’s notice to the Agency instructing the Agency “to begin carrying out the Services. This notice shall confirm that the conditions precedent and effective conditions, if any, listed in the SC have been met and/or shall be complied within the given time.
- 2.2 **Termination of Contract for Failure to Become Effective:** If this Contract has not become effective within such time period, after the date of the Contract signed by the Parties as specified in the SC, the Employer may, by not less than twenty-one (21) days written notice to the Catering Agency declare this Contract to be null and void, and in the event of such a declaration by the Employer, neither Party shall have any claim against the other Party with respect thereto.
- 2.3 **Commencement of Services:** The Agency shall begin carrying out the Services not later than the number of days, after the Effective Date specified in the SC.
- 2.4 **Expiration of Contract:** Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.5 **Entire Agreement:** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.
- 2.6 **Modifications or Variations:**
- a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
 - b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.
- 2.7 **Force Majeure**
- 2.7.1 **Definition**
- a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non- performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub- Catering Agency or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.
- c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

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

2.7.3 Measures to be Taken

- a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Catering Agency, upon instructions by the "Employer", shall either:
 - (i) demobilize, or
 - (ii) continue with the Services to the extent possible, in which case the Agency shall continue to be paid proportionately and on prorate basis, under the terms of this Contract.

2.8 Suspension

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

2.9 Termination

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

- a) If the Agency fails to respond to a notice of suspension pursuant to Clause GC 2.8 hereinabove.
- b) If the Agency becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.

- c) If the Agency, on due investigation and in the judgement of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- d) If the Agency submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.
- e) If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- f) If the Agency fails to provide the quality services as envisaged under this contract, The Employer may review at its discretion if so decide to give one chance to the Agency to improve the quality of the services.
- g) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- h) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.2 In such an occurrence as aforesaid the “Employer” shall give a not less than fifteen (15) days’ written notice of termination to the Catering Agency

2.9.2 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Catering Agency’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

2.9.3 Cessation of Services: Upon termination of this Contract hereof, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

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

- a) If the Contract is terminated pursuant to Clause 2.9.1.1, remuneration pursuant to Clause GC 6.3 hereof for Services satisfactorily performed as per the agreed scope prior to the effective date of termination, and reimbursable expenditures for expenditures actually and reasonably incurred prior to the effective date of termination;
- b) If the agreement is terminated pursuant of Clause 2.9.1.1 (a) to (g), the Agency shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 8 of this agreement. The Catering Agency will be required to pay any such liquidated damages to client within 30 days of termination date.

2.9.5 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the Catering Agency

3.1 General

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

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

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

(a) The payment of the Agency pursuant to Clause GC 6 hereof shall constitute only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Agency shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Agency shall use its best efforts to ensure that any Sub- Catering Agencies, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

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

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

3.2.3 Prohibition of Conflicting Activities: The Agency shall not engage and shall cause their Personnel as well as their Sub- Catering Agencies and their

Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

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

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

3.3.2 Liability of the Catering Agency: Subject to additional provisions, if any, set forth in the SC, the Catering Agency’s liability under this contract shall be provided by the Applicable Law.

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

3.5 Catering Agency’s Actions Requiring “Employer’s Prior Approval: The Agency shall obtain the “Employer’s prior approval in writing before commencing services.

3.6 Subcontracts: The Agency may not subcontract work relating to the Services to any extent.

3.7 Reporting Obligations: The Agency shall submit to the “Employer” the photographs showcasing the execution of services for the purpose of approval and audit.

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

4. Catering Agency

- 4.1 **General:** The Agency shall employ qualified and experienced Personnel as are required to carry out the Services as are approved by the Employer.
- 4.2 **Project Manager:** If required by the SC, the Agency shall ensure that at all times during the Catering Agency's performance of the Services a resident project manager, acceptable to the "Employer", shall take charge of the performance of such Services.

5 Obligations of the "Employer"

- 5.1 **Assistance and Exemptions:** Unless otherwise specified in the SC, the "Employer" shall use its best efforts to ensure that the Government shall:
- a) Provide the Agency with work permits and such other documents as shall be necessary to enable the Agency to perform the Services.
 - b) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
 - c) Provide to the Agency any such other assistance as may be specified in the SC.
- 5.2 **Change in the Applicable Law Related to Taxes and Duties:** If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Agency for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Agency in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Agency under this Contract shall be increased or decreased accordingly by agreement between the Parties.
- 5.3 **Payment:** In consideration of the Services performed by the Agency under this Contract, the "Employer" shall make to the Agency such payments and in such manner as is provided by Clause GC 6 of this Contract.

6 Payments to the Catering Agency

- 6.1 **Total Cost of the Services** payable is as per the Catering Agency's proposal to the Employer and as negotiated thereafter.
- 6.2 **Currency of Payment:** All payments shall be made in Indian Rupees.
- 6.3 **Terms of Payment:** The payments in respect of the Services shall be made to the Catering Agency on the basis of the invoice raised by the Catering Agency.

SI No	Description	Payment
01	After the start of the event	20%
02	After completion of the event subject to satisfactory performance of the agency.	40%
03	After recommendation by the Tender Committee	40%

- 6.4 Catering Agency has to ensure that any additional work done by the Agency has to be approved by Sports and Youth Services Department, Government of Odisha in writing, otherwise, it will not be considered for payments.
- 6.5 All billed items are to be signed off by respective Competent Authority of Sports

and Youth Services Department, Government of Odisha regarding quantity, quality and successful completion as per agreed timelines. These need to be backed up by relevant evidence (Photographs, Videos, Lists signed off by Competent Authority). The payment shall be made only after the submission of payment recommendation by the Tender Committee.

7 Fairness and good faith

7.1 **Good Faith:** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 **Operation of the Contract:** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness.

8 Liquidated damages and penalties

8.1 The Agency hereby agrees that due to its negligence of act, if the "Employer" suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and Agency agrees to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

8.2 The amount of liquidated damages under this Contract shall not exceed 10% of the total value of the contract.

8.3 The liquidated damages shall also be applicable under following circumstances:

- a) If the deliverables are not submitted as per schedule, the Agency shall be liable to pay 10% of the total cost of the services for delay of each week or part thereof.
- b) If the deliverables are not acceptable to the Employer and defects are not rectified to the satisfaction of the Employer, the Agency shall be liable for Liquidated Damages for an amount equal to 10% of total cost of the services for every week or part thereof for the delay.

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

9 Miscellaneous provisions:

- 1) Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- 2) The Agency shall notify the Employer of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- 3) The Agency shall at all times indemnify and keep indemnified the Employer against all claims/damages etc. for any infringement of any Intellectual

Property Rights (IPR) while providing its services under the Project.

- 4) The Agency shall at all times indemnify and keep indemnified the Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Catering Agency'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 Catering Agency.
- 5) The Agency shall at all times indemnify and keep indemnified the Employer against any and all claims by Employees, Workman, Agency, Sub- Agency, suppliers, agent(s), employed engaged or otherwise working for the Catering Agency, in respect of wages, salaries, remuneration, compensation or the like.
- 6) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- 7) 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 (Catering Agency) for any engagement, service or employment in any capacity in any office or establishment of the Employer.

III. Special Conditions of Contract

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.5	The addresses are Employer : Attention : Catering Agency: Attention : Telephone : Email :
2	1.8	The Authorized Representatives are: For the Employer: For the Catering Agency:
3	2.3	Commencement of Services:
4	2.4	The time period shall be
5	3.4.1	Limitation of the Catering Agency s' Liability towards the "Employer" In any event, the overall aggregate liability of the Agency in respect of all claims and liabilities arising under this Agreement shall be limited to the total contract value payable to the Agency under this Agreement.
6	3.4.2	The risks and coverage shall be as follows: The Parties agree that the risks and coverages shall include but not be limited to the following; Professional liability insurance, with a minimum coverage equal to the total amount of the contract value except the out of pocket expenses. This liability shall be valid for a period of the two (2) years after completion of the services.
7	6.3	The accounts are; For local currency Receiving Bank : ... Account No. : ... IFSC/RTGS Code: .. MICR Code : .. Beneficiary Name : ... Beneficiary Address : ...
8	1.5.2	Any party may change the address for service of notice upon it, by a notice in writing one (1) week prior of such change to the other party.

Annexure L: Performance Bank Guarantee

Form of Bank Guarantee for Performance Security

To

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding anything contained hereinabove.”

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

Signature and Seal of the Guarantor _____

In the presence of Name and Designation

1. _____ (Name, Signature & Occupation)

Name of the Bank Address

2. _____ (Name & Occupation)

Date