



Request for Proposal (RFP)

For

Food and Catering services

For

Haryana Sahitya Sangam 2017

(17th to 19th March, 2017)

RFP No: HAS/2017/002

Date: 04.03.2017

Disclaimer

The information contained in this Request for Proposals document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check 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.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Authority 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.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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 the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority 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.

Schedule for the Bid Process

1	Issuance of Bid document	05.03.2017 at 1000 Hrs
2	Pre-bid conference	07.03.2017 at 1100 Hrs
3	Date of Submission of Bids	09.03.2017 at 1700 Hrs
4	Date and Time for Opening of Technical Bid	10.03.2017 at 1100 Hrs
5	Date and Time for Opening of Financial Bid	10.03.2017 at 1700 Hrs
6	Validity of Bid	90 days
7	Bid Security	INR 10,00,000/- (Ten Lakh only)

1. The bids are to be submitted in two bid system i.e. the Technical and Financial bid. The Technical and Financial bid should be in separate envelopes and should be clearly marked. The Bid Evaluation Committee will open the technical bid first and evaluate the technical bid as per the evaluation criteria given under **Clause 18 of Section 2 of the Bid Document**. The detailed term of reference, scope of work etc. is mentioned in the Bid Document and the Bid Security shall be paid in the form of bank demand draft drawn in favour of “**Haryana Sahitya Akademi**” payable at Panchkula, Haryana.
2. For any clarification, please contact the Nodal Officer, Dr. Vijender Kumar, Mobile No- 9417431981, Monday to Friday between 1000 Hrs. and 1700 Hrs.
3. **Director, Haryana Sahitya Akademi**, now referred as the ‘**Authority**’, reserves the right to accept or reject any/ whole Bid without assigning any reason.
4. The **Bid Document is not transferable**.
5. The venue for event will be **Indra Dhanush Auditorium, Sector 5, Panchkula, Haryana-134108**

Section 1 - Invitation for Bids

Haryana has been known for its literary contribution in the country right from the ancient era to the modern times. It was here that Lord Krishna preached Bhagvad-Gita at the start of the battle of Mahabharata. Likewise, Saint Ved-vyas wrote Mahabharata in Sanskrit on this land. This reflects the glorious history of Haryana and their contribution in the literary work. Therefore on the eve of the 50th Anniversary celebration of Haryana, the State Government is planning to organize the largest gala literary festival to be held in the state.

The main purpose of this event is to promote the rich and diverse literary resources of the state. The event will help in mobilising the factual representation of the strong literary ecosphere in the state and provide a platform for authors, poets, publishers, literary agents and other representatives of the literary world to discuss their works and achievements. The event shall promote the literary outfit of the state through their own publications and the state's contribution in the literary world. The event will not just focus on the past but also seek to understand the necessities and need of knowledge to accomplish definite objectives and social agendas in today's society.

Haryana Sahitya Akademi proposes to appoint a Technical Agency to act as Overlay & Event Management Agency to coordinate the activities as per the scope of work described in Section 5 for organizing and conducting Haryana Sahitya Sangam.

This **Short Term Bid** is for **Food and Catering services for Haryana Sahitya Sangam 2017**.

1. Authority invites Bids from reputed technically & financially sound, resourceful and experienced companies/ firms/ agencies for overall Scope of Work, as per the terms and conditions described in this bid document.
2. Bidders are advised to study the bid document carefully. Submission of Bids shall be deemed to have been done after careful study and examination of the Bid Document with full understanding of its implications. Sealed offers prepared in accordance with the procedures enumerated in **Clause 1 of Section 2** should be submitted to the authority not later than the date and time laid down, at the address given in the Schedule for Invitation to Bid under **Clause 4 of Section 1**.
3. The Bidder must **enclose with its Technical Bid, the Bid Security**, in the form of a Bank Demand Draft drawn in favour of "**Haryana Sahitya Akademi**" issued by a Nationalized/ Scheduled Bank for an amount of **INR 10,00,000/- (INR Ten Lakh only)** and the same must be valid for 90 days beyond the validity of the Bid.
4. **Schedule of Invitation for Bids**
 - a) Name of the Office inviting the Bids:
Director, Haryana Sahitya Akademi, Panchkula
 - b) Addressee and Address at which Bids are to be submitted & opened:
Akademi Bhawan, P-16, Sector 14, Panchkula, Haryana-134113

5. Interested Bidders may obtain the Bid document from the Office of **Director, Haryana Sahitya Akademi, Panchkula** during working hours on all working days from Monday to Friday between 10:30 Hrs to 17:00 Hrs. or from the website: <http://haryanaswaranajayanti.org> and <http://haryanasahityaakademi.org>

Note: *Authority shall not be responsible for non-receipt/ no-delivery of the Bids due to any reason whatsoever.*

Section 2 - Instructions to Bidders

1. Procedure for Submission of Bids

1.1. It is proposed to have a **Two Cover System** for this Bid process as under:

- (a) **Technical Bid in one cover**
- (b) **Financial Bid in one cover**

1.2. The Technical Bid and Financial Bid of the Bidder should be put in separate sealed covers super scribing the wordings -

- (a) **Technical Bid**
- (b) **Financial Bid**

Both the sealed covers, containing "**Technical Bid**" and "**Financial Bid**", should be **put in a third single sealed cover** super scribing the wordings "**Technical Bid and Financial Bid**".

This third envelope should be clearly marked "**Food and Catering services for Haryana Sahitya Sangam 2017**" along with the name, contact number and address of the bidder.

1.3. **The third envelope should also be super scribed with "Bid Number and Due Date".**

- Note 1: Prices should not be indicated in the Technical Bid failing which the Bid of the Bidder shall be rejected outright.
- Note 2: Prices should only be indicated in the Financial Bid.

1.4. The third envelope thus prepared **should also indicate clearly the name, address and telephone number of the Bidder**, to enable the Bid to be returned unopened in case it is declared "**Late**".

2. Contents of the Bid Document

2.1. The Scope of Work, Bid procedures and contract terms are prescribed in the Bid Document.

The Bid Document includes:

- Section 1: Invitation for Bid**
- Section 2: Instructions to Bidders**
- Section 3: General Terms and Conditions**
- Section 4: Bid Documents**
- Section 5: Scope of Work**

2.2. The Bidder is expected to examine all instructions, forms, general terms & conditions, and Scope of Work & schedule of requirements in the Bid Document. **Failure to furnish all information required by the Bid Document or submission of a Bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid.**

3. Language of Bids

3.1. The Bids prepared by the Bidder and all correspondence and documents relating to the Bids exchanged by the Bidder and Authority, shall be written in the **English language**.

4. Documents Comprising the Bids

4.1. The Bids prepared by the Bidder shall comprise of the following components:

- (i) Technical Bid
- (ii) Financial Bid

5. Bid Costs

5.1. The Bidder shall furnish the Financial Bid, in the format prescribed, indicating the total cost of the services (inclusive of applicable taxes) it has to provide for the Scope of Work under this Bid. Detailing of this cost will be provided by the bidder in the format provided in **Annexure E of Section 4**.

5.2. No additional freight or any other charges, etc. shall be payable by the Authority.

5.3. Incomplete or conditional bids will summarily be rejected. The total cost quoted shall be valid till bid validity period.

5.4. The bidder shall be solely responsible for payment of wages/ salaries and allowances to his personnel that might become applicable under the prevailing acts or order of Government.

5.5. The rates and prices offered shall be for the total job as per the scope of work given in **Section 5** and prices would be final and binding on the bidder.

6. Bidder Qualification

6.1. The "Bidder" as used in the Bid Document shall mean the one who has signed the Bids. The Bidder may be either the Constituted attorney of the Company/ Firm/ Organization or the Principal Officer or his duly Authorized Representative, in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, be furnished and signed by the Bidder.

7. Bid Security

7.1. The Bid Security is required to protect the Authority against the risk of Bidder's conduct which would warrant the security's forfeiture.

7.2. Any Bid without Bid Security will be rejected.

7.3. Unsuccessful Bidder's Bid Security will be discharged/ returned as promptly as possible, but not later than 30 days after the expiration of the period of Bid validity prescribed.

7.4. The Bid Security of the successful bidder shall be retained as contract performance security and shall only be discharged after successful completion of event.

7.5. The Bid Security may be forfeited if a Bidder withdraws its Bid during the Period of Validity of Bids specified by the Bidder in the Bid; or is unable to discharge any of the services assigned for successful completion of the event.

8. Format, Signing and Submission of Bids

8.1. The Technical Bid and Financial Bid shall be typed or written in indelible ink and shall be signed by the person or persons duly authorized. All pages of the Technical Bid (except for un-amended printed literature) and Financial Bid, shall be initialled and stamped by the authorized signatory of the Bidder.

8.2. The bids have to be submitted in hard copy at the address specified in **clause 4 of Section 1.**

9. Revelation of Prices

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

10. Local Conditions

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

10.2. The Bidder is expected to visit and examine the Site, and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the Bid and entering into contract. The cost for visiting the site shall be at Bidder's own cost.

11. Conditions of Eligibility for Technical Qualification

11.1. For participation in the bid process and submitting Bids, Bidders may be a private, public or government-owned legal entity, registered as a Company/ Firm for the said services. The term "Bidder" used in the Bid would therefore apply to a single entity only.

11.2. The Bidder must have been in existence for at least 5 (five) years (as on the last date of submission of proposal).

11.3. The Bidder should have completed works of similar nature as described in scope of work and must have minimum Annual Turnover of **INR 2 Cr. /- (INR Two crore)** in the **each** of the last three financial years i.e. 2013-14, 2014-15 and 2015-16.

11.4. The firm should have necessary experience of catering to at least 3 (three) events with at least 1,500 (one thousand five hundred) persons for consecutive 3 (three) days in last 3 (three) financial years (i.e. 2013-14, 2014-15 and 2015-16).

11.5. The bidder should not be currently blacklisted or banned by any Govt/ Govt Department/ Govt Agency/ PSU in India for corrupt or fraudulent practices or non-delivery or non-performance in last 3 (Three) years (as on the last date of submission of proposal).

The Bidder has to provide the appropriate evidence (work order, Contract or any other proof) for all above mentioned qualifications.

12. Documents to be Submitted by Bidders for Technical Qualification

- 12.1.** Bank Draft towards Bid Security of **INR 10,00,000/- (INR Ten Lakh only)**
- 12.2.** Documents relating to registration as Company/ Firm in India.
- 12.3.** Documents relating to past experience as per **Annexure C of Section 4.**
- 12.4.** Proof of Annual Turnover for last three financial years (as on the last date of submission of proposal) as **Annexure D of Section 4.**
- 12.5.** Company details as per **Annexure B of Section 4.**
- 12.6.** Technical/ Professional manpower details of permanent staff.

Note: No Joint Venture/ Consortium shall be allowed.

13. Late Bids

- 13.1.** Any Bid received after the last date and time will be rejected and/or returned unopened to the Bidder.

14. Withdrawal of Bids

- 14.1.** No Bid may be withdrawn in the interval between the last date for receipt of Bids and the expiry of the Bid validity period specified by the Bidder in the Bid. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

15. Opening of Bids

- 15.1.** The Bid Evaluation Committee (TEC) will open the Bids, in the presence of the representatives of the Bidders who choose to attend, at the time, date and place, as mentioned in schedule for bid process of this document. The TEC will open and evaluate the technical bids as per the evaluation criteria indicated in **Clause 18 of Section 2.** Financial bids of technically qualified bidders will be opened as per the date and time mentioned in the schedule.

16. Clarifications

- 16.1.** When deemed necessary, the Authority may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid submitted or price quoted.

17. Preliminary Examination

- 17.1.** The Authority will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required Bid Security has been furnished, whether the documents have been properly signed, and whether the Bids are generally in order as per the checklist in **Annexure H of Section 4.**
- 17.2.** A Bid determined as not substantially responsive will be rejected by the Authority and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

18. Evaluation Criteria

Technical Marking Sheet					
S.No	Parameter	Weightage		Max Score	Min. Qualifying Score
1	Experience of catering to at least 3 (three) events with at least 1,500 (one thousand five hundred) persons for consecutive 3 (three) days in last 3 (three) financial years (i.e. 2013-14, 2014-15 and 2015-16)	a) 3 events b) 4 - 6 events c) More than 6 events	20 25 30	30	
2	Training in Health & Safety procedure in the Kitchen in the financial year 2015-2016.	If Yes - 10 No - 0	10	10	
3	The Bidder should have Annual Average Turnover in the last 3 (Three) financial year's i.e. 2013-14, 2014-15 and 2015-16.	INR 2 Cr. – INR 4 Cr. INR 4 Cr. – INR 6 Cr. INR 6 Cr. and above	10 15 20	20	
4	Professionally qualified catering permanent crew/ staff	15 – 20 certified staff 20 – 25 certified staff Above 25 certified staff	05 10 15	15	
5	Plan of action and presentation for catering, dining and cooking		20	20	
6	Appreciation letter from Central/ State/ any reputed agency	If Yes - 05 No – 0	05	05	
Total				100	70

19. Evaluation of Bids

19.1. Technical Evaluation: The technical evaluation of all bids will be done against the evaluation criteria mentioned in **clause 18 of this Section**. Bids that score minimum **70 marks** out of 100 in the technical evaluation shall be considered for financial evaluation.

- 19.2. Financial Evaluation:** The financial bids of the bidders qualifying in Technical Evaluation shall be opened in the presence of the representatives of the qualified bidders. The bidder quoting the **lowest quote** in their financial proposal as per the forms provided with the Financial Bid Submission format mentioned in **Annexure E of Section 4 of the RFP** will be awarded as **L1**. In case of a tie, the bid that scored higher technical marks will be considered the best value bid and invited for award of contract.
- 19.3.** Qualified bidders who have scored more technical marks than the L1 bidder, will be given an option to match the lowest quote (L1). The Authority has the right to award work to the bidder who matches the lowest quote (L1) and who has the highest technical quote.
- 19.4.** In case the number of Bids qualifying the technical evaluation is less than 3 (three), the same will be processed only if the competent authority decides to do so for the reasons to be recorded in writing; otherwise fresh Bids will be invited.
- 19.5.** The Authority reserves the right to accept any bid and to reject any or all bids.

20. Notification of Award

- 20.1.** Prior to the expiration of the period of Bid validity, the Authority will notify the award of work to the successful Bidder in writing by registered letter or by email as mentioned by the bidder.
- 20.2.** The Notification of Award will constitute the formation of the Contract.

21. Rejection Criteria

21.1. Technical Bid Rejection Criteria

The following vital technical conditions should be strictly complied with failing which the Bid will be rejected:

- (i) Only the Bidders who quote for the complete Services as indicated in **Section 5 – Scope of Work** of this Bid Document and any subsequent information given to the Bidder shall be considered. **Incomplete Bids will be rejected outright.** Evaluation will be carried out for the total Scope of Work covered in this Bid document.
- (ii) If the information provided by the Bidder is found to be incorrect/ misleading at any stage/ time during the Bid Process.

21.2. Financial Bid Rejection Criteria

The following vital commercial conditions should be strictly complied with failing which the Bid will be rejected.

- (i) Bid should be submitted in Two Bid systems in two separate sealed envelopes. **The Technical Bid shall contain no prices or Financial Bid details. Offers with Technical Bid containing prices shall be rejected outright.**
- (ii) Bids submitted without Bid Security along with the Technical Bid.
- (iii) Bids received through Fax/Email.
- (iv) Bids, which do not confirm **unconditional validity of the Bid for 90 days from the date of opening of Technical Bids.**

- (v) Bids where prices are not firm during the entire duration of the contract and /or with any qualifications.
- (vi) Bids, which do not confirm to the Financial Bid format as per the specifications mentioned in **Annexure E of Section 4**.
- (vii) Bids, which do not confirm to the completion period indicated in the Bid Document.

Section 3 – General Terms and Conditions

1. Time for Completion of Work

The entire Scope of Work must be completed **within the stipulated days** from the date of Notification of Award of Work.

2. Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall:

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the bid process;
- (b) Not to misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not to indulge in any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of bid process;
- (d) Not to misuse any information shared between the Authority and the Bidders with an intent to gain unfair advantage in the bid process;
- (e) Not to indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the bid process;
- (f) Not to obstruct any investigation or audit of a bid process;
- (g) Disclose conflict of interest, if any; and
- (h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

3. Conflict of Interest

- (a) The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
- (b) A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - (i) Have controlling partners/ shareholders in common; or
 - (ii) Receive or have received any direct or indirect subsidy from any of them; or
 - (iii) Have the same legal representative for purposes of the Bid; or
 - (iv) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Authority regarding the bid process; or

- (v) The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- (vi) The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- (vii) The Bidder or any of its affiliates has been hired (or is proposed to be hired) by the **Authority** as In charge/ Consultant for this Work/ Contract.

4. Terms of Payment

The agreed fee (Contract Price) shall be released as mentioned below, subject to acceptance of reports/proposals by the Authority -

- **Mobilization Fee:** 10% (Ten percent) of the amount quoted at the time of signing of Agreement.
- **The Balance:** 90% (Ninety percent) payment will be paid on successful completion of the event. This will be paid within 15 days of the completion of the event and receipt of the invoice from the company/ Firm.

Authority reserves the right to deduct portion of the agreed fee to the successful Bidder, in case of any deficiency in the services rendered.

5. Liquidated Damages for Delay in Services

Time is the essence of this work and the selected Bidder has to ensure that the entire scope of work is completed well within the stipulated time schedule failing **which penalty at the rate 10% of the total cost of work per day shall be levied on the selected Bidder.**

6. Force Majeure

- (a) In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.
- (b) The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely, the **Authority** and the selected Agency.
- (c) Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the

beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 24 hours of the ending of the cause respectively.

7. Applicable Law and Jurisdiction

All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Panchkula courts.

8. Dispute Resolution

- (a) Authority and Bidder shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract.
- (b) If, after Thirty (30) days from the commencement of such direct informal negotiations, Authority and Bidder have been unable to resolve amicably, a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in Clauses c and d.
- (c) In the case of a dispute or difference arising between Authority and Bidder relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the award of two Arbitrators, one Arbitrator to be nominated by Authority and the other to be nominated by the Bidder or in case of the said Arbitrators not agreeing, then to the award of an Umpire to be appointed by the Arbitrators in writing before proceeding with the reference, and in case the Arbitrators cannot agree to the Umpire, he may be nominated by the Secretary, Indian Council of Arbitration, New Delhi. The award of the Arbitrators, and in the event of their not agreeing, of the Umpire appointed by them or by the Secretary, Indian Council of Arbitration, New Delhi, shall be final and binding on the parties.
- (d) The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or reenactments thereof, shall apply to the arbitration proceedings.
- (e) The venue of arbitration shall be in Haryana.
- (f) Authority may terminate this contract, by giving a written notice of termination of minimum 30 days, to the Bidder

9. Severance

In the event any provision of this Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

10. Governing Language

The Agreement shall be written in English language. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

11. Governing Law

This Contract shall be governed in accordance with the laws of India.

12. Compliance with Laws

The Bidder shall comply with the laws in force in India in the course of performing this Contract.

13. Representations and Warrants

The Bidder represents and warrants that all services performed under this Agreement shall be of professional quality conforming to generally accepted industry practices. Services performed by the bidder which are determined by the Authority to be of less than professional quality shall, at the Authority option, be corrected by bidder, at the bidder's expense.

14. Right of Use of Site

Authority shall hand over the sites of the event to the bidder, 2 (Two) days prior to the date of the events respectively for their preparation and management. Accordingly, the bidder shall be required to handover the site back to the Authority within 2 (two) days of the completion of the event. In case of change of site of event, the bidder must be informed at least 5 (Five) days prior to the date of the event.

15. Insurance

The Agency shall ensure that all his employees posted at Authority are adequately insured & covering each incidence for personal injury caused or arising out of the performance of the services. The Agency shall keep the employer, its servants or agents indemnified against claims, actions or proceedings brought or instituted against the employer, its servants or agents by any of Agency's employees or any other third party in connection with, relating to or arising out of the performance of the services under the agreement. The agency is also required to obtain the third party insurance for each incident The agency shall also require obtaining workmen compensation policy for each employee and covering all the staff deployed at site during the contract period. The supporting documents in respect of insurance should be produced within one month of taking over the charge.

16. Negotiations

Negotiations will be scheduled with the first ranked bidder. If negotiations do not reach any conclusions with the first ranked bidder, the Authority may then invite the second ranked bidder for negotiations.

Section 4 – Bid Documents

Annexure-A

Technical Bid Submission Letter

(To be executed on a letterhead)

To

Director,
Haryana Sahitya Akademi,
Akademi Bhawan, P-16, Sector-14,
Panchkula – 134113, Haryana

Subject: “RFP for Food and Catering services for Haryana Sahitya Sangam 2017”

Dear Sir/ Madam,

In response to the Bid Document, we, _____
_____ (name of the applicant), hereby unconditionally
express our interest in participating for above mentioned project.

We have understood and hereby declare that

1. We have read all the terms & conditions of the Bid document.
2. The authority reserves the right, in its absolute discretion, at any stage without prior notice and without assigning any reasons, terminate from further participation in the bidding process by any party, change the structure, procedures and timing of the bidding process, alter the terms of participation in the bidding process at any stage of the bidding process and to suspend or terminate the bidding process.
3. The statements made and information provided in response to the Bid document are complete, true and correct and in case of discrepancy, we shall be liable for any consequential effects arising there from.

All requisite documents/ papers/ information are enclosed herewith.

Thanking you,

Yours sincerely,

(Authorized Signatory)

Name& title of signatory

Name & stamp of Company/ Firm

Annexure-B**Structure & Organisation of the Bidder**

1	Name & Address of the applicant	
2	Telephone No./Telex No./Fax No./Email	
3	The selected agency must have a minimum Annual Turnover of INR 2 Cr. /- (INR Two crore) in the each of the last three financial years i.e. 2013-14, 2014-15 and 2015-16 (Attach Balance sheets and Profit & Loss A/c page only duly certified by a Chartered Accountant).	
4	VAT Registration, if applicable. (Photo copy attached)	
5	PAN Card photo copy & copy of submitted return.	
6	Proof of Registration with PF and ESI	
7	Service Tax No. & copy of submitted return	
8	Details of Bid Security	
9	TIN Number, if applicable (Photo copy attached)	
10	Legal status of the applicant in India (Attach copies of original document defining the legal status) a) An individual b) A proprietary firm c) A firm in partnership d) A limited company or corporation	
11	Details of Authorised Representative (including copy of any photo ID i.e. Aadhaar, Passport, Driving License etc.)	
12	Has the applicant ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.	
13	Has the applicant ever been convicted by a court of law? If so, give details.	
14	Has the applicant ever been blacklisted by any state or central Govt.? If not – provide self-declaration certificate.	

Annexure - C

Details of event (s) successfully completed by bidder in the last 3 (three) financial years (i.e. 2013-14, 2014-15 and 2015-16)

S.No	Name of the Event	Client Name	Event dates and year	Details of activities performed	Number of persons catered to per event	Number of consecutive days of event	Cost of the Event (in INR)
1							
2							
3							

Note: The bidder must enclose copies of concerned work orders/ copies of successful completion certificates of such events.

Annexure-D

Details of Training in Health & Safety procedure in the Kitchen in the financial year 2015-2016.

S. No.	Details of training in Health & Safety procedure in the Kitchen in the financial year 2015-2016	Details of persons attended the training	Employee Id's of the staff who attended the training	Name of the training authority
1.				
2.				
3.				
4.				

Note: The bidder must enclose certificate (*including details of training, time and venue etc.*) from the training institute/ agency/ body who conducted the training during the specified period

Annexure - E

Annual Financial Turnover in last 3 (Three) Financial Years

S. No.	Financial Year	Financial Turnover (in INR)
1	2013 – 14	
2	2014 – 15	
3	2015 – 16	

Note: Attach Balance sheets and Profit & Loss A/c page only duly certified by a Chartered Accountant.

Annexure - F

Details of professional qualifications relating to Food/ Catering of permanent staff

S.No.	Name of staff	Designation	Employee Id	Qualification related to Food/ Catering	Issuing Authority
1.					
2.					
3.					
4.					

Note: The bidder must enclose the relevant certificate pertaining to the above mentioned criteria.

Annexure - G

Write-up of plan of action on presentation of Food (*indicative and innovative menu options/ Catering, Dining, Crockery items, other material like table cloths, napkins etc. (substantiate with images wherever applicable)*)

Annexure - H

Financial Bid

(To be executed on a letterhead)

To,

Director,
Haryana Sahitya Akademi,
Akademi Bhawan, P-16, Sector-14,
Panchkula – 134113, Haryana

Subject: “RFP for Food and Catering services for Haryana Sahitya Sangam 2017”

Dear Sir/ Madam,

We, the undersigned Bidders, having read and examined in detail all the RFP/ bidding documents in respect of do hereby propose to provide services as specified in the RFP document number _____ dated _____.

Our Financial Proposal is as given below.

Sr. No.	Item	Rate to be quoted by agency per head per person (in INR) <i>(inclusive of all tax)</i>
1.	Break Fast	
2.	Lunch	
3.	High Tea	
4.	Dinner	
	Total price per head per day	

Note:

- **The bid will be decided on the basis of total price quoted per head per day.**
- The rates should be inclusive of all beverages and including all taxes applicable in the State/ Centre Govt.
- The payments will be made as per the actuals after verification from authority. The bidder shall submit the documentary evidences for claiming over and above quantity specified in the table.
- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

We remain,
Haryana Sahitya Akademi

Yours sincerely

(Authorized Signatory)

Name& title of signatory

Name & Stamp of Company/ Firm

Annexure – I

Indemnity Undertaking

I on behalf of M/s hereby agree and undertake that I have understood all the safety rules and procedures and all staff Technical & Non-Technical working on behalf of M/s will abide by all safety rules and procedures. I declare that I M/s Will be responsible for any safety violations/ accident etc. The Authority will not be responsible in case of any accident / incident and will not compensate financially or otherwise. I ensure The Authority that enlisted Manpower deployment will be done at Venue from Mobilization to Completion of Event at

I hereby declare that I am sole responsible on behalf of M/s.....
for giving such declaration.

Name of Indemnifier Signature of Indemnifier

Stamp/Seal of the Indemnifier /Agency

Annexure – J**Checklist for RFP Response**

S.No.	Checklist	Included (Yes / No)	Reference in the bid (Section, Page)
1	Technical Bid Submission Letter as per Annexure - A		
2	Structure and Organization of bidder as per Annexure - B		
3	Details of events as per Annexure - C		
4	Details of Training as per Annexure - D		
5	Annual Financial Turnover as per Annexure - E		
6	Details of professional qualifications as per Annexure - F		
7	Write of Plan of Action as per Annexure - G		
8	Financial Bid as per Annexure - H		
9	Indemnity Undertaking as per the Annexure - I		
10	Checklist for RFP Response as per Annexure - J		
11	Bid Security		

Section 5 – Scope of Work

- The tentative No. of participants will be approx. 1,000 (+10% & -10%) from 17 Jan to 19 March 2017.
- The daily menu should include **at least** regional cuisines (*including dessert's*) as under:
 - Haryana
 - Rajasthan
 - Uttar Pradesh
 - Punjab
 - South India
- There will be minimum 5 counters with the full menu of the above mentioned regional cuisines.
- Caterer must make best quality arrangement for VVIP, VIP tent including special crockery, cutlery, table cloths, cloth napkins etc.
- Strictly vegetarian food
- Tea and Coffee (Sugar/ Sugar free separate) throughout the day
- High Tea should include 2-3 traditional snacks. The snacks should not be repeated and should be from regions specified above
- Dinner menu has to be different from lunch menu
- Packaged drinking water (full day) will be provided by the caterer along with disposable glasses and water dispensers as required
- Packaged Drinking water will be used for all cooking and food preparation
- The catering contractor is required to provide liquid soap hand wash basins and paper napkins
- The catering contractor is required to provide two dust bins of good size in each counter for collection and disposal of used plates/garbage at frequent intervals.

Particulars	Indicative timings*
Break Fast	(7.30 A.M. to 9.30 A.M.)
Tea	(11:00 A.M. to 11:45 A.M)
Lunch	(12.30 P.M. to 2.30 P.M.)
High Tea	(4:30 P.M. to 5:30 P.M.)
Dinner	(7.30 P.M. to 9.30 P.M.)

**The caterer/ agency shall coordinate with the Authority for final timing*

Note:

- The selected bidder would be bound to undertake/ provide any additional items or services not covered in the bid document but may be required by the Authority. The price/ cost involved will be mutually decided on requirement basis with approved of the Authority. However, decision of the Authority in any regard will be final and binding.
- Obtaining all permissions/approvals required from various concerned Govt. departments/ agencies.
- Poor service or sub-standard food would warrant imposition of penalty as will be decided by competent authority. The competent authority reserves the right for minor change in the menu. Food must be prepared in absolutely hygienic condition. This would be monitored by designated officials.
- The catering contractor shall procure all the provisions, other items of required quantity and prepare food at the specified location at site including necessary gas, fuel etc., with all necessary tools, machinery, vessels for cooking, storing, conveyance of cooked food to the buffet stalls with all necessary men, materials etc., completely including establishing serving stalls, serving the food, serving plates, glasses, vessels, serving men with uniform etc., completely.
- The catering contractor shall bring his own tools, cookers, hot boxes, steam boxes, trolleys, equipment, buffet dishes, serving bowls, utensils, plates, jugs etc., in sufficient quantity as needed to maintain the catering services. Food from kitchen to serving area has to brought in trolleys.
- The catering contractor shall make necessary arrangement to supply safe and purified drinking water (ISI standards only) in dining areas.
- Water for hand wash will be provided at free of cost by the Authority.
- All other miscellaneous and contingency works, which are required for satisfactory food supply/ servicing are inclusive and will not be paid extra.
- The employees of the Contractor should possess good health and should be free from any diseases, especially contagious and frequently recurring diseases.
- All works shall be carried out under the overall supervision of and monitoring of the department. The orders of the concerned authority shall be strictly observed.
- The Catering Contractor shall install his electronic fly-kill/ insect repellent equipment, gas and fuel supply at his own cost.

- The caterer/ agency shall ensure that a designated representative will be available at all the time for proper administration and supervision at the works to the entire satisfaction of the department.
- The Catering contractor shall dismantle all the temporary structures/ shelters/ ovens etc., after completion of the event and convey the debris outside the premises.
- The Catering contractor shall use best quality non-perishable materials (food grains, vegetables etc). He shall take all precautions while cutting/ processing of raw materials, cooking, storing the cooked food, conveyance of food to stalls and in during serving so as to avoid food contamination in any manner. Necessary lids/covers shall be used to cover where ever necessary. However, the Caterer shall be solely responsible for any consequences due to food contamination. 'Besides refusal of the entire payment for the sessions, during which such food poisoning has occurred, the department may initiate further stringent action, as it may deem fit.
- The Catering Contractor shall ensure proper discipline among his/her workers and further ensure that they do not indulge in any unlawful activity.
- In the event of violation of any contractual or statutory obligations by the Contractor, he/she shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against the department by any individual, agency or government authority due to acts of the Contractor, the Contractor shall be liable to make good/compensate such claims or damages to the department. As a result of the acts of the Contractor, if the department is required to pay any damages to any individual, agency or government authority, the Contractor would be required to reimburse such amount to the department or the department reserves the right to recover such amount from the payment(s) due to the Contractor while settling his/her bills or from the amount of Security Deposit of the Contractor lying with the department.
- The Catering Contractor shall be personally responsible for conduct and behaviour of his staff and any loss or damage to the department moveable or immoveable property due to the conduct of the Contractor's staff shall be made good by the contractor. If it is found that the conduct or efficiency of any person employed by the Contractor is unsatisfactory, the Contractor shall have to remove the concerned person. The decision of the department designated officer in this regard shall be final and binding on the Contractor.
- The Catering Contractor shall not appoint any sub-contractor to carry out his obligations under the contract. The department reserves the right to appoint officers/officials to inspect the quality of raw material, food and other items prepared and served. Any defect(s) pointed out by such officers/officials during their visits shall be properly attended to by the contractor

and if not complied with suitable penalty will be imposed and recovered from his bills. However, on approval from competent authority the caterer may offer meals on controlled rates for workers engaged by different agencies at separate hall and counter.

- Storing/ supply/ sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the site, including food court. Any breach of such restrictions by the Catering Contractor will attract deterrent action against the Catering Contractor as per statutory norms. He/she is advised to maintain the highest quality of food at the Catering services.
- For all purposes, the work order accepted by the bidder and issued by the authority will be considered as the formal contract.