

F-20019/2/2019-General-II

GOVERNMENT OF INDIA

NITI Aayog

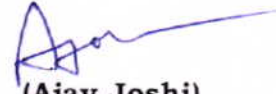
New Delhi

23.08.2019

**Competitive
Bidding
For
Running of
Organic Canteen
and Catering
Services**

(अजय जोशी)
(AJAY JOSHI)
अवर सचिव
Under Secretary
नीति आयोग/National Institution
for Transforming India (NITI)
भारत सरकार/Govt. of India
नई दिल्ली/New Delhi

1. NITI Aayog, Government of India is seeking organic canteen and catering services at NITI Bhawan for its officers / employees/ visitors etc., along with hospitality for official meetings and events hosted by it at NITI Bhawan and other locations. And, for provision of these services, it is looking at engaging a restaurateur firm pursuant to the terms of this Request for Proposal.
2. NITI Aayog, for and on behalf of the President of India, hereby invites sealed proposal from interested companies in two envelopes in accordance with this RFP.
3. RFP document will be available for download on the NITI Aayog website <http://niti.gov.in> and Central Public Procurement Portal <http://eprocure.gov.in> from 23.08.2019.
4. The bids in the prescribed format should be submitted as described in the RFP on or before 1100 hours on 09.09.2019.
5. All communications regarding Proposal should be addressed to Mr. Ajay Joshi, Under Secretary, a.joshi@nic.in.



(Ajay Joshi)

Under Secretary to the Government of India

(अजय जोशी)
(AJAY JOSHI)
अवर सचिव
Under Secretary
नीति आयोग/National Institution
for Transforming India (NITI)
भारत सरकार/Govt. of India
नई दिल्ली/New Delhi

Disclaimer

The information contained in this Request for Proposals document (the “RFP”) or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of NITI Aayog or any of its divisions or its employees or advisers, is provided to bidders 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 or an offer by NITI Aayog 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 the formulation of their proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by NITI Aayog in relation to the provision of Canteen and catering services. 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 NITI Aayog to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, 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 and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the bidders may be 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. NITI Aayog accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

NITI Aayog makes no representation or warranty and shall have no liability to any person including any 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, reliability or completeness 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 in this selection process.

NITI Aayog 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.

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

The issue of this RFP does not imply that NITI Aayog is bound to select a bidder or to appoint the selected bidder(s), as the case may be, for provision of organic canteen and catering services and NITI Aayog reserves the right to reject all or any of the proposals without assigning any reasons whatsoever.

The bidder shall bear all its costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NITI Aayog or any other costs incurred in connection with or relating to its proposal. All such costs and expenses will remain with the bidder and NITI Aayog 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 proposal, regardless of the conduct or outcome of the selection process.

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REQUEST FOR PROPOSAL

Subject: - Provision of Organic Canteen and Catering Services

Background

1. NITI Aayog (the "**Authority**" or "**NITI Aayog**") is seeking organic canteen and catering services at its offices at NITI Bhawan for its officers / employees/ visitors etc., along with hospitality arrangements during official meetings and events hosted by it at NITI Bhawan and other locations, and other related services as may be required by NITI Aayog (the "**Scope of Work**" the "**Services**"). NITI Bhawan houses 800 number of employees, and hosts about 1900 meetings in NITI Bhawan in a year with number of participants ranging from 20 to 100.
2. In this regard, NITI Aayog proposes to engage the services of an entity, engaged in the business of running/operating a restaurant, for provision of Services in accordance with the terms specified in this RFP (the "**Service Provider**").

Request for Proposal

3. President of India acting through and represented by Adviser (Administration), NITI Aayog hereby invites proposals (the "**Proposals**" or the "**Bids**") for selection of Service Provider from applicant firms having experience in the Scope of Work (the "**Bidders**"). The Authority intends to select the Service Provider through open competitive bidding process in accordance with the procedure set out herein.

Validity of the Proposal

4. The proposal shall be valid for a period not less than 90 (ninety) days from the Proposal Due Date as specified in Clause 6 (the "**Proposal Due Date**" or the "**PDD**").

Brief Description of the Selection Process

5. NITI Aayog has adopted a two stage selection process (the "**Selection Process**") for evaluating the Proposals, comprising the technical and financial proposals, in accordance with the terms set out in this RFP. In the first stage, a technical evaluation will be carried out as specified in Clause 60 for determining the eligibility and assigning a Technical Score. Based on this technical evaluation, a list of short-listed Bidders shall be prepared as specified in Clause 61. In the second stage, a financial evaluation will be carried out as specified in Clauses 62 and 63, based on the license fee, to be expressed in "Rs. ***** per annum"(the

“**License Fees**”), to be paid by the Bidder in consideration of the space for kitchen / cooking provided (the “**Site**”) in NITI Bhawan for operating the canteen for provision of Services. The Bidder selected under this RFP (the “**Selected Bidder**”) shall be the Bidder who is offering the highest License Fees (the “**Highest Bidder**”).

Schedule of Selection Process

6. NITI Aayog would endeavor to adhere to the following schedule:

	Event Description	Date
1.	Last date for receiving queries/clarifications	02.09.2019
2.	Pre-Bid Conference	04.09.2019
3.	NITI Aayog response to queries	06.09.2019
4.	Proposal Due Date or PDD	09.09.2019
5.	Opening of Proposals	09.09.2019
6.	Letter of Award (LOA)	07.10.2019
7.	Signing of Agreement	14.10.2019
8.	Validity of Proposals	08.12.2019

Visit to Authority’s Offices

7. Prospective Bidders may visit the NITI Aayog’s offices at NITI Bhawan and inspect **the Site** at any time prior to Proposal Due Date. For this purpose, they will provide at least 2 (two) days’ notice to the nodal officer specified below:

Mr. Ajay Joshi

Under Secretary

Room No. 411

NITI Aayog, NITI Bhawan, Sansad Marg, 110001

EMAIL: a.joshi@nic.in

Pre-Bid Conference

8. The date, time and venue of Pre-Bid Conference shall be:

Date: 04.09.2019

Time: 1100 hrs.

Venue: Committee Room No.122, NITI Aayog, NITI Bhawan, Sansad Marg, New Delhi - 110001

Clarifications

9. Bidders requiring any clarifications on the RFP may send their queries to NITI Aayog via email, addressed to Mr. Ajay Joshi, Under Secretary, email – a.joshi@nic.in so as to reach before the date mentioned in the Schedule of Selection Process at Clause 6. All such email for queries should contain the following information, to be marked at the top in bold letters:

RFP Notice No. F-20019/02/2019-Gen. II for Organic Canteen and Catering Services

10. NITI Aayog shall endeavour to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. NITI Aayog will post the reply to all such queries on its Official Website without identifying the source of queries.

11. NITI Aayog reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be construed as obligating the Authority to respond to any question or to provide any clarification.

12. The **Official Website** of the Authority is:

<http://niti.gov.in>

Bidders to open the page 'http://niti.gov.in' and then 'tenders' to access all the posted and uploaded documents related to this RFP. Bidders are advised to visit this website regularly to keep them updated, for any changes/ modifications in the RFP.

Bidders are also advised to visit the website www.eprocure.gov.in regularly till closing time of the Proposal Due Date, for any corrigendum.

Job Requirement

13. As per detailed Terms of Reference at Schedule-I.

Cost of Proposal

14. The Bidders shall be responsible for all of the costs associated with the

preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to NITI Aayog's offices. NITI Aayog will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

Site visit and verification of information

15. Bidders are encouraged to submit their respective Proposals after visiting the Site at NITI Bhawan and ascertaining for themselves the location, surroundings, working environment, Applicable Laws and regulations or any other matter considered relevant by them.

Acknowledgment of Bidder

16. It shall be deemed that by submitting the Proposal, the Bidder has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from NITI Aayog;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of NITI Aayog or relating to any of the matters referred to in Clause 15 above;
- (d) satisfied itself about all matters, things and information, including matters referred to in Clause 15 herein above, necessary and required for submitting an informed Proposal and performance of all of its obligations thereunder;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

17. NITI Aayog shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by NITI Aayog.

Conditions of Eligibility

18. Bidders must read carefully the minimum conditions of eligibility (the "**Conditions of Eligibility**") provided herein. To be considered for selection under this RFP, the Bidder must fulfill the following Conditions of Eligibility:

- (A) **Technical Capacity:** The Bidder under this RFP must be a reputed and experienced restaurateur, currently operating a restaurant(s). The Bidder shall have, over the past 3 (three) years preceding the PDD, undertaken a minimum of 4 (four) Eligible Assignments as described below, of which at least 2 (two)

should be for a Ministry/Department of the Government of India or Embassy, High Commission or Consulate:

Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, the following assignments where the billed amount is more than Rs.1,00,000/- (Rupees one lac) shall be deemed as eligible assignments (the "Eligible Assignments"):

Category I: Foreign delegations, where the number of guests served in 1 (one) assignment is 50 or more

Category II: Ministerial-level guests, where the number of guests served in 1 (one) assignment is 200 or more

Category III: Government events, where the number of guests served in 1 (one) assignment is 500 or more

Category IV: Embassy, High Commission or Consulate events, where the number of guests served in 1 (one) assignment is 100 or more

Category V: Corporate events, where the number of guests served in 1 (one) assignment is 300 or more

- (B) **Financial Capacity:** The Bidder should have minimum annual average turnover of Rs.10 (ten) crores during the last 3 (three) financial years preceding the Proposal Due Date.
- (C) **Availability of Key Personnel:** The Bidder shall offer and make available all key personnel meeting the requirements specified in Sub-clause (D) below (the "Key Personnel"). The said Key Personnel will continue to be available during the entire period of provision of services hereunder. In the event of any such Key Personnel leaving the Bidder selected under this RFP during the aforesaid period, he/she shall be replaced by a person with equivalent qualification and experience.
- (D) **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfill the Conditions of Eligibility specified below:

Key Personnel	Educational Qualification	Length of Professional Experience	Experience on Eligible Assignments
Manager	Diploma in Hotel Management from a recognized Institute	5 years	He/She should have at least 3 years of experience in restaurant/ catering services. He/She should have worked on not less than 3 (three) Eligible


Assignments.

Supervisor	Class XII	2 years	He/She should have worked on not less than 2 (two) Eligible Assignments.
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- (E) **Agreement to approved menu items and prices:** For provision of Services pursuant to this RFP, the menu including the complete list of items and prices thereto is annexed herewith at Schedule-II (the "**Approved Menu**"). For consideration under this RFP, the Bidder shall be in agreement with the Approved Menu. The Approved Menu shall remain in effect for the entire period of Services. However, items may be added/removed with mutual consent of the Authority and the Service Provider, and the prices shall be subject to a 5% (five percent) increase on yearly basis.

19. The Bidder shall apply individually as a single entity/sole firm, no consortiums shall be allowed to apply under this RFP.
20. Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any Services, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
21. A bidder or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its Associate, nor been expelled from any project, assignment, services, or agreement nor have had any agreement terminated for breach by such Bidder or its Associate.
22. Notwithstanding anything to the contrary contained herein, in the event that the Proposal Due Date falls within 3 (three) months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Proposal and furnish all its information and certification with reference to the 3 (three) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Proposal hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

Preparation and Format of Proposal


RAJAY MISHRA
उप-निदेशक
नीति आयोग, राष्ट्रीय संस्थान
for Transparency and Integrity
भारत सरकार, Govt. of India
नई दिल्ली / New Delhi

23. The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.
24. The Bidder shall provide all the information sought under this RFP. NITI Aayog would evaluate only those Proposals that are received in the specified forms and complete in all respects.
25. The Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the "**Authorised Representative**") as detailed below:
- (a) by the proprietor, in case of a proprietary firm; or
 - (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
 - (c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation.

A copy of the Power of Attorney certified under the hands of a partner or director of the Bidder and notarised by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal.

26. Bidders should note the Proposal Due Date, as specified in Clause 6, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by NITI Aayog, and that evaluation will be carried out only on the basis of documents received by the closing time of Proposal Due Date as specified in Clause 44. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 70.

Technical Proposal

27. Bidders shall submit the technical proposal in the formats at Appendix-I (the "**Technical Proposal**"). While submitting the Technical Proposal, the Bidder shall, in particular, ensure that:
- (a) The Bid Security is provided;

- (b) all forms are submitted in the prescribed formats and signed by the prescribed signatories;
- (c) Power of Attorney, if applicable, is executed as per Applicable Laws; and
- (d) the proposal is responsive in terms of Clause 54.
- (e) The Technical Proposal shall not include any financial information relating to the Financial Proposal.

28. Failure to comply with the requirements spelt out in this section (Clauses 27 to 31) shall make the Proposal liable to be rejected.

29. NITI Aayog reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the RFP. Any such verification or the lack of such verification by NITI Aayog shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of NITI Aayog thereunder.

30. In case it is found during the evaluation or at any time before signing of the Agreement as required in Clause 80 (the "**Agreement**") or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed either by issue of the Letter of Award as specified in Clause 79 (the "**Letter of Award**" or the "**LOA**") or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by NITI Aayog without NITI Aayog being liable in any manner whatsoever to such Bidder.

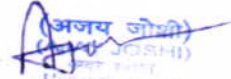
31. In such an event, NITI Aayog shall forfeit and appropriate the Bid Security or the Performance Security, as the case may be, as mutually agreed pre-estimated compensation and damages payable to NITI Aayog for, *inter alia*, its time, cost and effort, without prejudice to any other right or remedy that may be available to NITI Aayog.

Financial Proposal

32. Bidders shall submit the financial proposal in the format at Appendix-II (the "**Financial Proposal**") clearly indicating the License Fees per annum quoted by the Bidder in both figures and words, in Indian Rupees, and signed by the Bidder's Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.

33. While submitting the Financial Proposal, the Bidder shall ensure that the total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

Submission of Proposals


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National Institution
for Transformative Governance (NITI)
भारत सरकार / Govt. of India
नई दिल्ली / New Delhi

34. Bidders shall submit their Proposals, in the formats provided under Appendix-I and Appendix-II hereto, by uploading it on the Central Public Procurement Portal ("CPPP") at 'eprocure.gov.in/eprocure/app' on or before the Proposal Due Date, through 'online bidder enrollment' on the said portal, and submission against the RFP titled 'RFP for Running of Canteen Services, NITI Aayog'
35. The Bid Security as specified in Clause 47 (the "**Bid Security**") be delivered to Mr. Ajay Joshi, Under Secretary, in Room No. 411, NITI Bhawan, New Delhi-110001 by or before the opening of Proposals, date and time as mentioned above, failing which the bid shall be summarily rejected.
36. There shall be no alterations, omissions, additions, or any other amendments made to the Proposal once submitted, except to the extent provided in Clause 46.
37. While submitting the Proposal, the Bidder shall ensure that it meets all the Conditions of Eligibility.
38. If a Bidder makes an averment regarding his qualification, experience or other particulars and it turns out to be false, or his commitment regarding availability for the Project is not fulfilled at any stage after submission of the Proposal, he shall be debarred for any future assignment of NITI Aayog for a period of 5 (five) years.
39. In case it is found during the evaluation or at any time before issue of the LOA that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed. If the Bidder has already been issued the LOA, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by NITI Aayog without NITI Aayog being liable in any manner whatsoever to the Bidder.
40. The NITI Aayog reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the RFP. Failure of NITI Aayog to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of NITI Aayog thereunder.
41. The Bidder shall be responsible for the accuracy and correctness of the downloaded RFP as per the version uploaded by NITI Aayog on its Official Website /the CPPP, and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded version of the RFP and the original RFP issued by NITI Aayog, the latter shall prevail.
42. The completed Proposal must be uploaded on or before the specified time on the Proposal Due Date as per clause 44. Proposals submitted by any other means including delivery-by-hand, post, fax, telex, telegram or e-mail shall not be entertained.
43. Bidders shall submit the Proposal along with all the required annexures in the

formats at Appendices I and II hereto. All annexures to the Proposal must be provided on separate sheets of paper and only information that is directly relevant should be provided.

Proposal Due Date

44. Proposal should be submitted at or before 1100 hrs on the Proposal Due Date specified in Clause 6 in the manner and form as detailed in this RFP.

Late Proposals

45. Proposals received by NITI Aayog after the specified time on the Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

Modification/substitution/withdrawal of Proposal

46. The Bidder may modify, substitute, or withdraw its Proposal after submission, provided that the modification, substitution, or withdrawal to the extent it is permissible in the eprocure portal. No Proposal shall be modified, substituted, or withdrawn by the Bidder after the closing time on the Proposal Due Date. Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded. (Doubt)

Bid Security

47. The Bidder shall furnish as part of its Proposal, a Bid Security of Rs.50,000/- (Rupees Fifty thousand only) either in the form of an account payee demand draft or banker's cheque issued by one of the Nationalised/ Scheduled Banks in India in favour of "The Pay & Accounts Officer, NITI Aayog, New Delhi" payable at New Delhi. It's validity shall not be less than 80 (eighty) days from the Proposal Due Date, for the purposes of encashment by NITI Aayog. Bid Security shall be returnable not later than 30 (thirty) days from PDD except in case of the Highest Bidder and the second Highest Bidder as required in Clause 77. In the event that the Highest Bidder commences the assignment as required in Clause 81, the second Highest Bidder, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 270 (Two seventy) days from PDD. The Selected Bidder's Bid Security shall be returned, upon the Bidder signing the Agreement and submitting a Performance Security in terms of Clause 7.1 of the Agreement. NITI Aayog will not be liable to pay any interest on the Bid Security.

48. Any Proposal not accompanied by Bid Security shall be summarily rejected.

49. The Bidder, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to NITI Aayog's any other right or remedy hereunder or in law or otherwise, Bid Security shall be forfeited and appropriated by NITI Aayog as the mutually agreed pre-estimated compensation

(अजय जोशी)
अजय जोशी
Under Secretary
NITI Aayog
for Technical/Procurement (NITI)
भारत सरकार / Govt. of India
नई दिल्ली / New Delhi

and damage payable to NITI Aayog for, inter alia, its time, cost and effort in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- (a) If a Bidder submits a non-responsive Proposal;
- (b) If a Bidder engages in any of the Prohibited Practices specified in Clause 88;
- (c) If a Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time;
- (d) In the case of the Selected Bidder, if the Bidder fails to reconfirm its commitments during negotiations as required vide Clause 77;
- (e) In the case of a Selected Bidder, if the Bidder fails to sign the Agreement or commence the assignment as specified in Clauses 80 and 81 respectively; or
- (f) If the Bidder is found to have a Conflict of Interest as specified in Clauses 91 to 93.

Performance Security

50. The Selected Bidder shall be required to furnish a Performance Security for an amount of Rs.1,00,000/- (Rupees One Lac) in the form of a bank guarantee acceptable to NITI Aayog. Its validity period shall not be less than 90 (ninety) days from the expiry of the Agreement, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between NITI Aayog and the Selected Bidder from time to time.

51. The Bidder, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to NITI Aayog's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by NITI Aayog as the mutually agreed pre-estimated compensation and damages payable to NITI Aayog for, *inter alia*, its time, cost and effort in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:

- (a) If the Bidder engages in any of the Prohibited Practices specified in Clause 88 of this RFP;
- (b) if the Bidder is found to have a Conflict of as specified in Clauses 91 to 93 68; and
- (c) if the Selected Bidder commits a breach of the Agreement.

Evaluation Process

52. The NITI Aayog shall open the Proposals received at 1130 hours on the date specified in Schedule of Selection Process in Clause 6, at the place specified

hereunder, in the presence of the Bidders who choose to attend:

Room No. 411, NITI Aayog, NITI Bhawan, Sansad Marg, New Delhi - 110001

53. Proposals for which a notice of withdrawal has been submitted in accordance with Clause 46 shall not be opened.

54. Prior to evaluation of Proposals, NITI Aayog will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- (a) the Technical Proposal is received in the form specified at Appendix-I;
- (b) it is received by the Proposal Due Date including any extension thereof;
- (c) it is accompanied by the Bid Security as specified in Clause 47
- (d) it is accompanied by the Power of Attorney as specified in Clause 25
- (e) it contains all the information (complete in all respects) as requested in the RFP;
- (f) it does not contain any condition or qualification; and
- (g) it is not non-responsive in terms hereof.

55. NITI Aayog reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by NITI Aayog in respect of such Proposals.

56. NITI Aayog would subsequently examine and evaluate the Proposals in accordance with the Selection Process and the criteria for evaluation set out in this RFP.

57. After the technical evaluation, NITI Aayog shall prepare a list of pre-qualified and shortlisted Bidders in terms of Clause 61 for opening of their Financial Proposals. A date, time and venue will be notified on the NITI Aayog website for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted Bidders will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Bidders who choose to be present. NITI Aayog will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process. The financial evaluation shall be carried out in terms of Clauses 62 and 63.

58. Bidders are advised that selection of the Highest Bidder shall be entirely at the discretion of the Authority. Bidders shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or aforesaid selection.

59. Any information contained in the Proposal shall not in any way be construed as binding on NITI Aayog, its agents, successors or assigns, but shall be binding against the Bidders if the Services are subsequently awarded to it.

Criteria for Evaluation of Technical Proposals

(अजय जोशी)
AJAY JOSHI
NITI AAYOG
भारत सरकार
नियंत्रण एवं प्रशासन विभाग
निति आयोग/Ministry
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भारत सरकार/Ministry
of India
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60. In the first stage, the Technical Proposal will be evaluated on the basis of Bidder's experience, its understanding of TOR, proposed methodology and work plan. Only those Bidders whose Technical Proposals get a score of 60 (sixty) marks or more out of 100 (one hundred) shall qualify for further consideration (the "**Technical Score**"). The scoring criteria to be used for the evaluation shall be as follows:

Code	Criteria	Marks	Details
1.	Experience and Financial Capacity of the Bidder	60	60% of the maximum marks shall be awarded for the number of Eligible Assignments undertaken by the Bidder. The remaining 40% shall be awarded for: (i) the comparative size and quality of Eligible Assignments (25%); and (ii) annual turnover, experience and capacity of the Bidder (15%)
2.	Proposed Methodology and Work Plan	40	Evaluation of cooking equipment, tableware, plate warmer; garbage and waste disposal strategy, number of members training, experience, and uniform, use of technology will be based on the quality of submissions of work plan as submitted in Appendix-I (Form-8) including equipment and materials for the Canteen, use of digital payments, online ordering etc.
	Grand Total	100	

Shortlisting of Bidders

61. The credentials of eligible Bidders shall be measured in terms of their Technical Score. For a Bidder to be pre-qualified hereunder, it should meet all the Conditions of Eligibility and have a Technical Score of 60 (sixty) or above. The pre-qualified Bidders shall then be ranked on the basis of their Technical Scores and based on such ranking, not more than 5 (five) shall be shortlisted for evaluation of their Financial Proposals in the second stage. However, if the number of such pre-qualified Bidders is less than two, the Authority may, in its sole discretion, pre-qualify the Bidder(s) whose Technical Score is less than 60 (sixty); provided that in such an event, the total number of pre-qualified and short-listed Bidders shall not exceed 2 (two).

Criteria for Evaluation of Financial Proposal

(अजय जी. जी.)
(AJAY J. J.)
Under Secretary
आयोग/National Institute
for Transforming India (NITI)
भारत सरकार/Govt. of India
नई दिल्ली/New Delhi

62. In the second stage, the financial evaluation as per this Clause 62 will be carried out of the Bidders shortlisted as per Clause 61. Prior to evaluation of Financial Proposals, NITI Aayog will determine whether each Financial Proposal is responsive to the requirements of the RFP. NITI Aayog may, in its sole discretion, reject any Financial Proposal that is not responsive hereunder. For financial evaluation, only the License Fees as specified in the Financial Proposal will be considered.

63. The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The License Fees indicated in the Financial Proposal shall be deemed as final.

Selection of Bidder

64. The Bidder who quotes the highest License Fee shall ordinarily be declared as the Selected Bidder. In the event that the Authority rejects or annuls all the Proposals, it may, in its discretion, invite all eligible Bidders to submit fresh bids hereunder.

65. In the event that two or more Bidders quote the same amount of License Fees (the "Tie Bidders"), the Authority shall identify the Selected Bidder on the basis of higher Technical Score at the pre-qualification stage and the Bidder having the highest Technical Score shall be the Selected Bidder. In the event that two or more Tie Bidders have the same Technical Score, the Selected Bidders shall be determined by draw of lots.

66. In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the "first round of bidding"), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the Highest Bidder (the "second round of bidding"). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Authority shall identify the Selected Bidder on the basis of higher Technical Score at the pre-qualification stage and the Bidder having the highest Technical Score shall be the Selected Bidder. In the event that two or more Tie Bidders have the same Technical Score, the Selected Bidders shall be determined by draw of lots.

67. In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified in Clause 66, the Authority may, in its discretion, invite fresh Bids (the "third round of bidding") from all Bidders except the Highest Bidder of the first round of bidding, or annul the Selection Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are lower than the Bid of the second Highest Bidder in the first round of bidding.

68. After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the

Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

69. After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within the specified period. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

Clarifications

70. To facilitate evaluation of Proposals, NITI Aayog may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by NITI Aayog for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. If a Bidder does not provide clarifications sought above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, NITI Aayog may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding.

Confidentiality

71. Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person, not officially concerned with the process. NITI Aayog will treat all information submitted as part of a Proposal in confidence and will insist that all, who have access to such material, treat it in confidence. NITI Aayog will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require its disclosure or due to statutory compliances.


Amendment of RFP

72. At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document by the issuance of Corrigendum/Addendum/ Amendment and posting it on its Official Website and on the CPPP.

73. All such amendments will be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Bidders.

74. In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

Right to reject any or all Proposals


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(AJAY JOSHI)
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भारत सरकार / Govt. of India
नई दिल्ली / New Delhi

75. Notwithstanding anything contained in this RFP, NITI Aayog reserves the right to accept or reject any Proposal or to annul the selection process and/or reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

76. The NITI Aayog reserves the right to reject any Proposal if:

(a) at any time, a material misrepresentation is made or uncovered, or

(b) the Bidder does not provide, within the time specified by NITI Aayog, the supplemental information sought for by NITI Aayog for evaluation of the Proposal.

Appointment of Service Provider

77. Negotiations: The Selected Bidder may, if necessary, be invited for negotiations. The negotiations shall generally be for re-confirming the obligations of the Services Provider under this RFP. Issues such as understanding of the RFP and quality of the Personnel to be provided shall be discussed during negotiations. In case the Selected Bidder fails to reconfirm its commitment, the Authority reserves the right to designate the next Highest Bidder as the Selected Bidder and invite it for negotiations.

78. Indemnity: The Services Provider shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding the annual License Fees for any direct loss or damage that is caused due to any deficiency in Services and for any liability arising on account of non-compliance with Applicable Laws.

79. Award of Assignment: After selection, a Letter of Award shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Bidder to acknowledge the LOA, and the next Highest Bidder may be considered.

80. Execution of Agreement: After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement at Schedule-III within the period prescribed in Clause 6. The Selected Bidder shall not be entitled to seek any deviation in the Agreement.

81. Commencement of Assignment: The Services Provider shall commence the Services within 30 (thirty) days of the date of the Agreement or such other date as may be mutually agreed. If the Selected Bidder fails to either sign the Agreement as specified in Clause 80, or commence the assignment as specified herein, the Authority may invite the second Highest Bidder for negotiations. In

such an event, the Bid Security of the Selected Bidder shall be forfeited and appropriated in accordance with the provisions of Clause 49.

82. Proprietary Data: Subject to the provisions of Clause 71, all documents and other information provided by the Authority or submitted by a Bidder or Services Provider to the Authority shall remain or become the property of the Authority. Bidders and the Services Provider, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Services Provider to the Authority in relation to the assignment shall be the property of the Authority.

Terms and Conditions of Services

83. The terms and conditions of the Services are specified in the Agreement and shall be binding on the Services Provider and the Authority at all times.
84. Duration: The Service Provider will be appointed on contract basis for an initial period of 3 (three) years subject to annual review of performance. This term can be extended for a further period of 2 (two) years or more at the sole discretion of NITI Aayog, depending on the quality of the services provided and requirements of NITI Aayog.
85. Billing and Payments: The mode of billing and terms of payment have been specified in detail in Clause 6 of the Agreement at Schedule-III. Some of the salient features are as under:
- (a) The Service Provider shall raise an invoice (with necessary /required proof and particulars) for amounts due to it under the Agreement every 15 (fifteen) days on completion thereof. NITI Aayog shall cause the payment due to the Service Provider to be made within 30 (thirty) days from the date of submission of the invoice, save and except any amounts which it determines as not payable or disputed. All payments under the Agreement shall be made to the bank account of the Service Provider per the details provided to NITI Aayog by the Service Provider. No advance payment shall be made.
- (b) All amounts due and payable to the Services Provider under the provisions of the Agreement shall be paid within the period set forth in the Agreement.
86. Payment of License Fees: The License Fee payable under the Agreement shall be due and payable in quarterly installments. Within 7 (seven) days of the beginning of each quarter, the Service Provider shall pay to the Authority the License Fees payable for that quarter. In the event of delay beyond the said 7 (seven) days, the Service Provider shall pay interest for the period of delay, calculated at a rate equal to 3% (three per cent) above the Bank Rate on the amounts due and payable.
87. Liquidated Damages for deficiency/variation: In case any deficiency or variation is detected in the Services provided by the Service Provider and such deficiency/variation is the result of negligence or lack of due diligence on the part

of the Service Provider, the consequential damages thereof shall be quantified by NITI Aayog in a reasonable manner and recovered from the Service Provider by way of deemed liquidated damages, subject to a maximum of the annual License Fees.

Fraud and Corrupt Practices

88. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.
89. Without prejudice to the rights of the Authority under Clause 88 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if a Bidder or Services Provider, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Services Provider shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Services Provider, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
90. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to

- constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Services or the LOA or the Agreement, who at any time has been or is an employee or service provider of the Authority in relation to any matter concerning the Services;
- (b) “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

Conflict of Interest

91. A Bidder shall not have a conflict of interest that may affect the Selection Process or the award of Services hereunder (the “**Conflict of Interest**”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
92. The Authority requires that the Services Provider renders professional, objective, and impartial Services and at all times hold the Authority’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Services Provider shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
93. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- (a) the Bidder or its Associate and any other Bidder have common controlling shareholders or other ownership interest; or

- (b) such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
- (c) such Bidder has the same legal representative or address for purposes of this Bid as any other Bidder; or
- (d) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- (e) there is a conflict among this and other assignments of the Bidder and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders; or
- (f) a firm which has been engaged by the Authority to provide goods or works for the Authority, and its Associates, will be disqualified from providing Services for the Authority; conversely, a firm hired to provide Services for the Authority, and its Associates, will be disqualified from subsequently providing goods or works related to the same Authority, save and except as provided in Clause 94.

For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "**Associate**"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

94. A Bidder eventually appointed to provide this Services, and its Associates, shall be disqualified from subsequently providing goods or works related to the Authority and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 3 (three) months from the completion of this assignment; provided further that this restriction shall not apply to Services provided in continuation of this Agreement.

Miscellaneous

95. The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

96. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and

conditions relating thereto;

- (b) consult with any Bidder in order to receive clarification or further information;
- (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Bidder; and/or
- (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

97. It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

98. All documents and other information supplied by the Authority or submitted by a Bidder shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.

99. The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.



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Schedule-I

Terms of Reference

Provision of Services:

1. Service Provider will install and maintain, at its own cost, at the Site all the required equipment (including but not limited to stove, cookers, hot boxes, steam boxes, trolleys, equipment, utensils, plates, jugs, crockery, cutlery and furniture, linen - table runner, table mats and napkins etc.) as required for operating a fully- functioning high-quality Canteen (the "Canteen") and for efficient provision of Services.
2. Service Provider will have to provide breakfast/ lunch/ dinner in the Canteen as per requirement of the concerned authorities of the NITI Aayog. Food must be prepared as per dietary requirements of employees.
3. Service Provider shall be responsible for serving tea/snacks/lunch etc. in the official meetings of NITI Aayog and events that happen at NITI Bhawan, as and when required as per the rates in the Approved Menu.
4. Service Provider may also be required to supply those eatable items which are not included under the Approved Menu in case of any demand. The cost of such items may be fixed and paid as per MRP.
5. The timings for different categories of food to be served are given below:
 - Breakfast - 9.00 a.m. to 11.00 a.m.
 - Lunch - 12.00 p.m. to 3.00 p.m.
 - Snacks - 9.00 a.m. to 7.00 p.m.
 - Refreshments for meetings/ events within NITI Aayog - 9.30 a.m. to 7.00 p.m.
6. Mineral Water, Tea and coffee should be available for all categories at all times. The approved price of the eatables should be prominently displayed on a notice board in the Canteen.
7. The availability of eatables as per Approved Menu may be ensured by the Service Provider and sufficient stocks of eatables and beverages shall be maintained.
8. Service Provider may be required to make arrangements for room service for meetings of officers of the level of Joint Secretary and above. Such services will be provided immediately on placement of orders. Delivery to desks/rooms of other employees may also be required.
9. Service Provider may be required to make arrangements for catering of meetings/events within NITI Bhawan or at such other locations as directed by NITI Aayog. NITI Aayog will give atleast 1 (one) day's written notice to the Service Provider allowing for preparations for the same.
10. Service Provider shall be responsible for maintaining the linen clean at all times.
11. Storing/supply/sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited at NITI Bhawan, including the Site. Any breach of such restrictions by the Service Provider will attract deterrent action against Service Provider as per Applicable Laws and the Agreement.

12. Service Provider shall not use the Site /Canteen premises for any activity others than for provision of Services.
13. PNG, Water supply, Electricity, as reasonably required, will be made available by NITI Aayog. Charges for the same will be payable at the rates applicable to NITI Aayog, the units consumed will be calculated as per separate meters installed for this purpose.
14. It is mandatory for the Service Provider to issue a bill/receipt for every transaction.
15. Service Provider must at all time meet prescribed service standards and good industry practice.

Mode of Payment

1. Service Provider will provide eatables, beverages etc., as above, to officers of NITI Aayog against coupons issued by NITI Aayog to its officers, payment for which will be made by the NITI Aayog in accordance with the terms of the Agreement.
2. With respect to the meetings/events etc., same shall be as per the directions of NITI Aayog, and payment will be made by NITI Aayog in accordance with the terms of the Agreement.
3. Service Provider can also make direct sale to officers, employees, visitors etc. at NITI Bhawan as per the items and prices in the Approved Menu. It is clarified that proceeds from such sale shall be directly recovered by the Service Provider from the concerned consumer, and NITI Aayog shall not be in any way responsible/liable for the payment of the same.

Cleanliness and Hygiene:

1. Service Provider must at all times abide by the applicable health, safety and hygiene standards set by FSSAI.
2. Service Provider must have and execute a proper required strategy for waste and garbage disposal and pest control.
3. Service Provider will ensure that raw material used for cooking are of very good quality, safe for human consumption and conform to the standard laid down under Applicable Laws, and rules and regulations of the Government of India. In the event of any food poisoning/contamination, Service Provider will be held fully responsible and liable to other penal actions under the law in addition to Authority's rights and remedies under the RFP and the Agreement. Service Provider will ensure proper sanitation/hygienic conditions at the Site and deploy persons free from infectious diseases.
4. Cleaning of the Canteen shall be done by Service Provider. The garbage of the Canteen shall also be disposed of by Service Provider on daily basis. Service Provider shall ensure cleanliness of the Canteen and all equipment and utensils used at all times. The cleaning includes cleaning of utensils, kitchen, Canteen hall, floor, counter, benches, tables, chairs, etc. NITI Aayog will have 24-hour access to inspect the Canteen premises at any time for ensuring the cleanliness and hygienic conditions of the Canteen's kitchen and dining hall premises.



(अजय जोशी)
(AJAY JOSHI)

अवर सचिव
Under Secretary

निति आयोग/National Institution
for Transforming India (NITI)
भारत सरकार/Govt. of India
नई दिल्ली/New Delhi

5. The NITI Aayog reserves the right to appoint officers/officials to inspect the quality of raw material, food and other items prepared and sold in the Canteen. Any defect(s) pointed out by such officers/ officials during their visits shall be properly attended to by Service Provider.
6. Service Provider shall ensure that all its personnel deployed at the Canteen, wear neat and tidy uniform and use hygienic gloves supplied by Service Provider. No personnel deployed at the Canteen shall be allowed to perform his/her duty without proper uniform.
7. Preventive pest control measures will be taken up by Service Provider from time to time.
8. Service Provider shall ensure compliance of all laws relating to cleanliness, sanitary, hygienic and health conditions and other laws in force from time to time with regard to the environment around cooking place, dining hall and surrounding etc.

Employment of Personnel

1. Service Provider shall be responsible for engaging adequate number of trained manpower required for providing good quality Canteen services in NITI Aayog.
2. The employees of Service Provider should possess good health and should be free from any diseases, especially contagious and frequently recurring diseases.
3. Service Provider shall be responsible for timely payment of wages to its workers as per the Applicable Laws and fulfill all other statutory obligations, such as, Provident Fund, ESI, Service Tax etc. in force from time to time.
4. Service Provider shall provide sufficient sets of uniforms and pair of shoes to its employees and shall ensure that they wear them all times and maintain them properly.
5. Service Provider shall ensure proper discipline among its workers and further ensure that they do not indulge in any unlawful activity.
6. Employment of child labour is strictly prohibited under the law. Therefore, Service Provider will not employ any child.
7. Service Provider shall be the employer for its workers and the NITI Aayog will not be held responsible in any way for any dispute that may arise between Service Provider and its workers.
8. Service Provider would be responsible for verifying antecedents of the persons deployed by them and a certificate to this effect shall be provided by them to the NITI Aayog in respect of each staff member. Service Provider is required to maintain the details of all its employees/workers.
9. Service Provider will deploy adequate manpower for work during late hours and on Saturdays/Sundays, including other holidays, according to the requirement of NITI Aayog.
10. Service Provider shall maintain the time sheet/ attendance sheet of the working of all Personnel in the Project Office. These time sheets/ attendance sheets shall be made available to the Authority as and when asked for and a copy of such record shall be submitted to the Authority at the end of each calendar month.



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Licenses and Permits:

1. It shall be the sole responsibility of Service Provider to obtain and keep ready all the requisite licenses / permissions from statutory and Government authorities for provision of Services, and produce the same before NITI Aayog and the concerned authority as and when asked for. An undertaking in this regard will have to be given by Service Provider.
2. Service Provider would be required to use FSSAI /ISI/Agmark/Food grade products and of FSSAI certified quality.
3. Service Provider should be ISO: 22000:2005 certified and possess SQF Certificate for quality of its products.
4. All work under the Agreement shall be carried out with due regard to the convenience of NITI Aayog. The orders of the competent authority shall be strictly observed.



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Schedule-II

All items have to be organic.

A. For Official Meetings

Note: Please attach a list of food items that you propose to serve from Monday to Friday under each category in "A" from serial no. 1 to 5 and "B" from serial no. 1 to 3 below.

1. Tea/Coffee with light organic snacks (Pre Plated Platter containing two items) @ Rs. 200/- + Taxes per head.
2. High-Tea containing slightly heavier organic snacks (Pre Plated Platter containing four items) with Tea-Coffee @ Rs.500/- + Taxes per head.
3. Organic Lunch (Veg. TThali) @ Rs. 500/- + Taxes per head.
4. Organic Buffet Lunch (Veg.) @ Rs.650/- + taxes per head.
5. Organic Buffet Lunch (Non Veg.) @ Rs.750/- + taxes per head.

B. Items to be available in Canteen

Sl. No.	Categories	Quantity	Price (₹)
1	Daily Breakfast	4 dish options including Organic food items	25/- to 60/- per item
2	Daily Lunch	<u>A La Carte</u> -1 Soup -1 Starter Veg -1 Starter Non-Veg -1 Main Dish Veg (Indian) -1 Main Dish Non-Veg (Indian) -1 Main Dish Veg (Continental/Chinese) -1 Main Dish Non Veg (Continental/Chinese) -2 Salad Options -1 Raita Option <u>Thali/ Platter options</u> -1 Veg Indian Thali -1 Paneer Indian Thali -1 Non Veg Indian Thali -1 Veg Cont./ Chinese	<u>Indian Thalīs</u> -Veg- 80/- -Paneer- 100/- -Non Veg- 120/- to 130/- <u>Cont./Chinese Platter</u> -Veg- 80/- -Paneer/Tofu- 100/- -Non Veg- 120/- to 130/-

		<p>Platter -1 Paneer/Tofu Cont./ Chinese Platter -1 Non Veg Cont./ Chinese Platter</p> <p>(each Veg Thali/ Platter to include 1 veg starter, 2 veg main course, rice/ chapati/noodles/past a, raita/curd, 1 dessert)</p> <p>(each Paneer/Tofu Thali/ Platter to include 1 veg starter, 1 veg main course, 1 Paneer/Tofu main course, rice/ chapati, raita/curd, 1 dessert)</p> <p>(each Non Veg Thali/ Platter to include 1 non veg starter, 1 veg main course. 1 non veg main course, rice/ chapati/noodles/past a, raita/curd, 1 dessert)</p>	
3	Daily Snacks	3 dish options	25/- to 60/-

Note:

1. The Approved Menu shall remain in effect for the entire period of Services. Items may, however, be added/removed with mutual consent of the Authority and the Service Provider, and the prices shall be subject to a 5% (five percent) increase on yearly basis.
2. No minimum guarantee will be furnished to Service Provider towards consumption of food items. It is advised to maintain the highest quality at the minimum/reasonable prices so as to attract the maximum number of NITI Aayog and other personnel to avail Canteen services.
3. Cont./Chinese / Fish / Chicken /Mutton is to be served at least twice a week each.
4. At least one paneer dish is to be served every day (Snacks/Starters/Main Course).

SCHEDULE - III

(See Clause 80)

AGREEMENT FOR SERVICES

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AGREEMENT FOR SERVICES

This AGREEMENT (hereinafter called the "**Agreement**") is made on the day of the month of 20..., between, on the one hand, the President of India acting through NITI Aayog and having its principal offices at NITI Bhawan, Sansad Marg, New Delhi 110001 (hereinafter called the "**Authority**" or "**NITI Aayog**" which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, (hereinafter called the or "**Services Provider**" which expression shall include their respective successors and permitted assigns).

WHEREAS

- (A) The Authority vide its Request for Proposal invited proposals for providing Canteen and catering services *inter alia* at NITI Bhawan (hereinafter called the "**Services**");
- (B) the Service Provider submitted its proposals for the aforesaid work, whereby it represented to the Authority that it had the required manpower, skills and experience, and in the said proposals it also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- (C) the Authority, on acceptance of the aforesaid proposals of the Services Provider, issued a Letter of Award dated (the "**LOA**"); and
- (D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) "**Agreement**" means this Agreement, together with all the Annexes;
- (b) "**Applicable Laws**" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (c) "**Confidential Information**" shall have the meaning set forth in Clause 3.3;
- (d) "**Conflict of Interest**" shall have the meaning set forth in Clause 3.2 read with the provisions of the RFP;



(अजय जोशी)
(AJAY JOSHI)

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- (e) “**Dispute**” shall have the meaning set forth in Clause 9.2.1;
- (f) “**Effective Date**” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (g) “**INR, Re. or Rs.**” means Indian Rupees;
- (h) “**License Fees**” shall have the meaning set forth in Clause 3.10.
- (i) “**Party**” means NITI Aayog or the Service Provider, as the case may be, and Parties means both of them;
- (j) “**Personnel**” means persons hired by the Service Provider and assigned to the performance of the Services or any part thereof;
- (k) “**RFP**” means the Request for Proposals document in response to which the Service Provider’s proposal for providing Services was accepted;
- (l) “**Services**” means the Canteen and catering services and the related work to be performed by the Service Provider pursuant to this Agreement, as described in detail in the Terms of Reference hereto;
- (m) “**Site**” shall have the meaning set forth in Clause 5.1.
- (n) “**Terms of Reference**” shall have the meaning set forth in Clause 3.1.2; and
- (o) “**Third Party**” means any person or entity other than NITI Aayog or the Service Provider.


All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RFP; and
- (d) Letter of Award

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between NITI Aayog and the Service Provider. The Service Provider shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by each of the Personnel on behalf of the Service Provider.


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1.3 Rights and obligations

The mutual rights and obligations of NITI Aayog and the Service Provider shall be as set forth in the Agreement, in particular:

- (a) the Service Provider shall pay the License Fees, and carry out the Services in accordance with the provisions of the Agreement; and
- (b) NITI Aayog shall make payments to the Service Provider in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at New Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.


1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by one Party to the other under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Service Provider, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Service Provider's Representative set out below in Clause 1.9.3 or to such other person as the Service Provider may from time to time designate by notice to NITI Aayog; provided that if the Service Provider does not have an office in Delhi, such notice may be sent by e- mail and by registered acknowledgement due, air mail or by courier to the address as the Service Provider may from time to time specify by notice to NITI Aayog;
- (b) in the case of NITI Aayog, be given by e-mail and by letter delivered by hand and be addressed to NITI Aayog with a copy delivered to NITI Aayog Representative set out below in Clause 1.9.2 or to such other person as NITI Aayog may from time to time designate by notice to the Service Provider; provided that if the Service Provider does not have an office in Delhi, it may send such notice by e- mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by one Party to the other, given in accordance


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herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of email, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

The Services shall be performed at NITI Bhawan, at the offices of the Service Provider or as per directions of NITI Aayog, in accordance with the provisions of RFP and this Agreement and at such locations as are incidental thereto.

1.9 Authorised Representatives

1.9.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by NITI Aayog or the Service Provider, as the case may be, may be taken or executed by the officials specified in this Clause 1.9.

1.9.2 NITI Aayog may, from time to time, designate one of its officials as NITI Aayog Representative. Unless otherwise notified, NITI Aayog Representative shall be:

Shri Ajay Joshi,
Under Secretary,
a.joshi@nic.in

1.9.3 The Service Provider may designate one of its employees as Service Provider's Representative. Unless otherwise notified, the Service Provider's Representative shall be: *(To be filled at the time of signing agreement)*.

.....

.....

Tel:

Mobile:

Email:

1.10. Taxes and duties


Unless otherwise specified in the Agreement, the Service Provider shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and NITI Aayog shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date").

2.2 Commencement of Services


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The Services Provider shall commence the Services within a period of 30 (thirty) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Services Provider does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks' notice to the Services Provider, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Services Provider shall stand forfeited.

2.4 Expiry of Agreement

- 2.4.1 Unless terminated earlier pursuant to Clause 2.3 or Clause 2.9 hereof, this Agreement shall expire upon the expiry of 3 (three) years from the Effective Date.
- 2.4.2 This term can be extended for a further period of 2 (two) years at the sole discretion of NITI Aayog, depending on the quality of the services provided and requirements of NITI Aayog.

2.5 Entire Agreement

- 2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Service Provider arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.
- 2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1 above, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, 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 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 agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

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 Agreement 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 Agreement.

2.7.3 Measures to be taken


- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- (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 event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, 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.

2.7.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.


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2.7.6 Consultation

Not later than 30 (thirty) days after the Service Provider has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Agreement


NITI Aayog may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Service Provider to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Service Provider of such notice of suspension.

2.9 Termination of Agreement

2.9.1 By NITI Aayog

NITI Aayog may, by not less than 30 (thirty) days' written notice of termination to the Service Provider, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the Service Provider fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as NITI Aayog may have subsequently granted in writing;
- (b) the Service Provider becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Service Provider submits to NITI Aayog a statement which has a material effect on the rights, obligations or interests of NITI Aayog and which the Service Provider knows to be false;
- (e) any document, information, data or statement submitted by the Service Provider in its Proposals, based on which the Service Provider was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (g) NITI Aayog, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.


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2.9.2 By the Service Provider

The Service Provider may, by not less than 30 (thirty) days' written notice to NITI Aayog, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- (a) NITI Aayog fails to pay any money due to the Service Provider pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the Service Provider that such payment is overdue;
- (b) NITI Aayog is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days (or such longer period as the Service Provider may have subsequently granted in writing) following the receipt by NITI Aayog of the Service Provider's notice specifying such breach;
- (c) as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (d) NITI Aayog fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clause 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.3 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, or which expressly survives such expiration or termination; (ii) the obligation of confidentiality set forth in clause 3.3 hereof; (iii) the Service Provider's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Laws.


2.9.4 Cessation of Services

Upon expiry of this Agreement by efflux of time or its termination by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to materials furnished by NITI Aayog, the Service Provider shall proceed as provided respectively by Clauses 3.8 hereof.

2.9.5 Effects of Termination

Upon expiry of this Agreement by efflux of time or its termination pursuant to Clauses 2.9.1 or 2.9.2 hereof:

- (a) Service Provider shall pay to NITI Aayog the License Fees due and payable for up till the date of termination;


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(AJAY JHA)
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- (b) NITI Aayog shall, after offsetting any amount that remains due from the Service Provider to NITI Aayog, pay to the Service Provider its fees pursuant to clause 6 hereof for Services satisfactorily performed prior to the date of termination; and
- (c) Service Provider shall, at its own cost, ensure that all its equipment, cookware, material etc. placed by it on the Site for the Services is forthwith removed from the Site.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE SERVICE PROVIDER

3.1 Terms and Conditions of Services

3.1.1 Standards of Performance

The Service Provider shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful provider of Services to NITI Aayog, and shall at all times support and safeguard NITI Aayog's legitimate interests in any dealings with any Third Party(ies).

3.1.2 Terms of Reference


The scope of Services to be performed by the Service Provider is specified in the Terms of Reference (the "TOR") at **Annex-I** of this Agreement. The Service Provider shall provide the deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Service Provider shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that the Personnel of the Service Provider, comply with the Applicable Laws.

3.1.4 Suitability of Personnel

The Services Provider shall employ and provide only such Personnel who have the required skills and experience for performing the tasks and are experienced and trained for the purpose of Services herein. The Authority shall be at liberty


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to seek removal of any Personnel, who in the opinion of the Authority, fails to perform the task assigned to him satisfactorily or is incompetent or negligent in the performance of his duties or indulges in misconduct. The Services Provider shall, upon receiving instructions of the Authority, withdraw such Personnel forthwith, and shall provide a suitable replacement in lieu thereof. The Services Provider shall ensure that the Personnel withdrawn on the specific instructions of the Authority are not deployed at the offices of the Authority without prior approval of the Authority.

3.1.5 No contractual relationship with Personnel

The Parties agree that the Personnel deployed by the Services Provider shall have no contractual relationship whatsoever with the Authority and the relationship of master and servant or employer and employee shall subsist only between the Services Provider and the respective Personnel. The Authority shall exercise no direct administrative, supervisory and managerial control over the Personnel deployed by the Services Provider and shall have no liability or obligations, present or future in respect of such Personnel.

3.2 Conflict of Interest

3.2.1 The Service Provider shall not have a Conflict of Interest, and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Service Provider and Associates not to be otherwise interested

The Service Provider agrees that, during the term of this Agreement and after its termination, the Service Provider or any Associate thereof shall be disqualified from providing goods or works for any work resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of 3 (three) months from the completion of this assignment; provided further that this restriction shall not apply to services provided to the Authority in continuation of this Agreement; provided also that the restrictions herein shall not apply to provision of any services where the Services Provider has obtained a written waiver from the Authority prior to engaging in competitive bidding for provision of such services.

3.2.3 Prohibition of conflicting activities

Neither the Service Provider nor its Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4 Service Provider not to benefit from commissions, discounts, etc.

The amount payable to the Service Provider pursuant to Clause 6 hereof shall constitute the Service Provider's sole remuneration in connection with this Agreement or the Services, and the Service Provider shall, except for as explicitly allowed under this Agreement, not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Services Provider shall use its best efforts to ensure that its Personnel and agents shall not receive any such additional remuneration.

- 3.2.5 The Services Provider and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Services Provider, without being liable in any manner whatsoever to the Services Provider, if it determines that the Services Provider has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, *inter alia*, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.
- 3.2.6 Without prejudice to the rights of NITI Aayog under Clause 3.2.5 above and the other rights and remedies which NITI Aayog may have under this Agreement, if the Service Provider is found by NITI Aayog to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the selection process or before or after the execution of this Agreement, the Service Provider shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Service Provider is found by NITI Aayog to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- 3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) "**corrupt practice**" means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be,

any person in respect of any matter relating to the Services or the LOA or the Agreement, who at any time has been or is a services provider of the Authority in relation to any matter concerning the Services;

- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

3.3.1. The Service Provider and the Personnel or any other person working with the Service Provider in any capacity shall not, either during the term or within 5 (five) years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by NITI Aayog to the Service Provider and the Personnel; any information provided by or relating to NITI Aayog, its technology, technical processes, business affairs or finances or any information relating to NITI Aayog’s employees, officers or other professionals or suppliers, customers, or contractors of NITI Aayog; and any other information which the Service Provider is under an obligation to keep confidential in relation to the , the Services or this Agreement (**“Confidential Information”**), without the prior written consent of NITI Aayog.

3.3.2. Notwithstanding the aforesaid, the Service Provider and all its Personnel may disclose Confidential Information to the extent that such Confidential Information:

- (a) was in the public domain prior to its delivery to the Service Provider and the Personnel or becomes a part of the public knowledge from a source other than the Service Provider and the Personnel or either of them;
- (b) was obtained from a third party with no known duty to maintain its confidentiality;
- (c) is required to be disclosed by Applicable Laws or judicial or administrative

or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Service Provider and the Personnel shall give NITI Aayog, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and

- (d) is provided to the professional advisers, agents, auditors or representatives of the Service Provider or Personnel, as is reasonable under the circumstances; provided, however, that the Service Provider or Personnel, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Service Provider

3.4.1 The Service Provider's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 The Service Provider shall, subject to the limitation specified in Clause 3.4.3, be liable to NITI Aayog for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Service Provider or on the part of any person or firm acting on behalf of the Service Provider in carrying out the Services, the Service Provider, with respect to damage caused to NITI Aayog's property, shall not be liable to NITI Aayog:

- (a) for any indirect or consequential loss or damage; and
- (b) for any direct loss or damage that exceeds the proceeds the Service Provider may be entitled to receive from any insurance maintained by the Service Provider to cover such a liability.

3.4.4 The limitation of liability specified in Clause 3.4.3 shall not affect the Service Provider's liability, if any, for damage to Third Parties caused by the Service Provider or any person or firm acting on behalf of the Service Provider in carrying out the Services.

3.5 Insurance to be taken out by the Services Provider

3.5.1 (a) The Services Provider shall, for the duration of this Agreement, take out and maintain at its own cost, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.

- (b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this Clause 3.5.1, the Services Provider shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. The Services Provider shall, on request by the Authority, also provide current relevant confirmation of insurance documentation from its insurance

brokers certifying that it has insurance as required by this Agreement. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement. The Services Provider agrees to replace any coverage prior to the date of its expiry or cancellation.

- (c) If the Services Provider fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Services Provider, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Services Provider, and the Services Provider shall be liable to pay such amounts on demand by the Authority.
- (d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Services Provider and the Services Provider shall procure an undertaking from the insurance company to this effect; provided that in the event the Services Provider has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Services Provider or require an undertaking to that effect.
- (e) The Authority may, at its election, terminate this Agreement upon the failure of the Services Provider to maintain the required insurance coverage. The Services Provider agrees and confirms that any insurance coverage obtained shall not relieve the Services Provider of any of its obligations under this Agreement.

3.5.2 The Parties agree that the risks and coverages shall include but not be limited to the following:


- (a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of Rs. 1 (one) crore;
- (b) employer's liability and workers' compensation insurance in respect of the Personnel of the Services Provider in accordance with Applicable Laws; and
- (c) professional liability insurance for an amount no less than the Agreement Value.

The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the annual License Fees.

3.6 Accounting, inspection and auditing

The Service Provider shall:

- (a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Service Provider's costs and charges); and


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- (b) permit NITI Aayog or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by NITI Aayog.

3.7 Services Provider's actions requiring the Authority's prior approval

The Services Provider shall obtain the Authority's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services, it being understood that (i) the selection of the subcontractor and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) the Services Provider shall remain fully liable for the performance of the Services by the subcontractor and its personnel pursuant to this Agreement; or
- (b) any other action that is specified in this Agreement, for which prior approval of the Authority is required.

3.8 Reporting obligations

The Service Provider shall submit to the Authority such reports and documents as specified in the Agreement or as required by the Authority, in the form, in the numbers and within the time periods as specified.


3.9 Equipment and materials furnished by NITI Aayog

3.9.1 Equipment, materials and anything else made available to the Service Provider or its Personnel by NITI Aayog shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Service Provider shall furnish forthwith to NITI Aayog an inventory of such materials and shall dispose of such materials in accordance with the instructions of the Authority.

3.9.2 Service Provider and its Personnel shall ensure that, while carrying out the work, no fittings, fixtures, furnishings, equipment provided by the NITI Aayog are damaged. Service Provider shall be responsible for any damage or loss to NITI Aayog's property and will be liable to make good any such loss or damage excepting those due to reasonable use or wear and tear. Any damages done to the same or any other property will have to be repaired / replaced by Service Provider, failing which the same will be got done by NITI Aayog at Service Provider's risk and cost. In this regard, the decision of the designated officer of NITI Aayog shall be final and binding on Service Provider.

3.10 Providing access to Office and Personnel

The Service Provider shall ensure that NITI Aayog, and officials of NITI Aayog having authorisation from NITI Aayog, are provided unrestricted access to the


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office of the Service Provider and to all Personnel during office hours. The official, who has been authorised by NITI Aayog in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Service Provider and verify the records relating to the Services for his satisfaction.

3.11 Accuracy of Services

The Service Provider shall be responsible for accuracy of the Services provided by it. Subject to the provisions of Clause 3.4, it shall indemnify NITI Aayog against any inaccuracy in its work if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Service Provider or arises out of its failure to conform to good industry practice. The Service Provider shall also be responsible for promptly correcting any such inaccuracy in Services, at its own cost and risk, the documents.

3.12 License Fees

3.11.1 In consideration of grant of access to the Site within NITI Bhawan for the Canteen, the Service Provider shall pay to the Authority by way of license fee a sum of Rs. _____/- (Rupees _____) per annum (the "**License Fees**").

3.11.2 The License Fees shall be due and payable in quarterly installments. Within 7 (seven) days of the beginning of each quarter, the Service Provider shall pay to the Authority the License Fees payable for that quarter. In the event of delay beyond the said period of 7 (seven) days, the Service Provider shall pay interest for the period of delay, calculated at a rate equal to 3% (three per cent) above the Bank Rate on the amounts due and payable.

4 SERVICE PROVIDER'S PERSONNEL

4.1 General


The Service Provider shall employ and provide such number of qualified and experienced Personnel as may be required to for provision of Services.

4.2 Deployment of Personnel

The designations, names and other particulars of the Service Provider's Key Personnel in relation to provision of the Services are described in **Annex-II** of this Agreement. Service Provider shall be required to deploy such other number of Personnel as is required for smooth and efficient provision of Services at the Canteen at NITI Bhawan and otherwise.

4.3 Approval for Personnel

4.3.1 The Key Personnel listed in Annex-II of the Agreement are hereby approved by NITI Aayog. Changes in Key personnel shall be with prior written approval of NITI Aayog.


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4.3.2 If a Key Personnel is to be replaced or if the Service Provider hereafter proposes to engage any person as Key Personnel, it shall submit to NITI Aayog its proposal along with a CV of such person in accordance with Appendix-I (Form-9) of the RFP. NITI Aayog may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Service Provider will propose an alternative person for NITI Aayog's consideration. In the event NITI Aayog does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by NITI Aayog.

4.4 Substitution of Key Personnel

4.4.1. NITI Aayog expects all the Key Personnel specified in the Proposal to be available during the currency of the Agreement. NITI Aayog will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Service Provider.

4.4.2. All Personnel must commit the time required for and be available for performing the obligations in accordance with the terms specified herein.

4.5 Personnel's Remuneration and Statutory Obligations

4.5.1 The Service Provider shall be solely responsible for all remuneration/fee of all the Personnel without any liability whatsoever to NITI Aayog. Service Provider to ensure compliance with the provisions of the Applicable Laws including, but not limited to, Payment of Wages Act, 1936; Payment of Gratuity Act, 1972; Equal Remuneration Act, 1976; Child Labour (Prohibition and Regulation) Act, 1986; Minimum Wages Act, 1948; Employees Provident Fund & Employees Provisions Act, 1952; ESI Act, 1948; Workmen's Compensation Act, 1923; Industrial Dispute Act, 1947; Maternity Benefit Act, 1961 and Contract Labour (Regulations and Abolitions) Act, 1970 or any modifications thereof or any other laws relating thereto and rules made thereunder from time to time.

4.5.2 Liability and responsibility in case of any accident causing injury/ death to/of any Personnel shall be solely of the Service Provider. The NITI Aayog shall not be responsible / liable for it in any manner.

4.6 Management of Personnel

The Services Provider shall be responsible for the coordinated, timely and efficient functioning of the Personnel. All Personnel shall at all times be directly under the supervision, control and employment of Service Provider and they shall have no connection whatsoever with NITI Aayog. NITI Aayog shall have no obligation to control/ supervise the Personnel or to take any action against them except as permissible under the law. The Personnel shall also not have any claim against NITI Aayog for employment, pension, or any other statutory claim, or regularization of their services by virtue of being deployed for provision of Services, against any temporary or permanent posts in NITI Aayog. In case of any untoward

incident/fire/death/ injury of any Personnel, NITI Aayog will not be liable to pay any damages.

5 OBLIGATIONS OF NITI AAYOG

5.1 Site

NITI Aayog will provide the Service Provider with designated space in the premises of NITI Bhawan for operating the Canteen (the “**Site**”) for the purpose of providing the Service hereunder. The space will be equipped with basic utilities i.e. png, water and electricity connection, terms of use of which to be as per the TOR.

5.2 Payment

In consideration of the Services performed by the Service Provider under this Agreement, NITI Aayog shall make to the Service Provider such payments and in such manner as is provided in Clause 6 of this Agreement.

5.3. Access to land and property

NITI Aayog warrants that the Services Provider and its Personnel shall have, free of charge, unimpeded access to NITI Bhawan and such locations in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Services Provider as and when so required, the Parties shall agree on the time extension, as may be appropriate, for the performance of Services.

6. PAYMENT TO THE SERVICE PROVIDER

6.1 Fees

Authority will pay to the Service Provider as per the rates specified in the **Annex-III** hereto.


6.2 Currency of payment

All payments shall be made in Indian Rupees. The Service Provider shall be free to convert Rupees into any foreign currency as per Applicable Laws.

6.3 Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows:

- (a) The Service Provider shall raise an invoice (the “**Invoice**”) for amounts due to it under the Agreement at the end of every 15 (fifteen) days. Each Invoice shall mandatorily enclose therewith necessary proof and particulars including the coupons (issued by the Authority to its officers) for the sale made against them, and such others documents/receipts as required by the Authority.


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- (b) For claiming payment from the Authority, the Services Provider shall certify that the amounts claimed in the Invoice are correct and in accordance with the provisions of the Agreement.
- (c) The Authority shall, within 30 (thirty) days of receipt of an Invoice in accordance with this Clause, make payment of the amount claimed, directly through electronic transfer, to the nominated bank account of the Services Provider.
- (d) The final payment under this Clause shall be made only after the expiry of the term of Services when all claims shall have been submitted by the Services Provider and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority as satisfactory upon expiry of 30 (thirty) days after receipt of the final claim by the Authority unless the Authority, within such 30 (thirty) day period, gives written notice to the Services Provider specifying in detail, the deficiencies in the Services. The Services Provider shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final claim by the Authority.
- (e) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Services Provider to the Authority within 30 (thirty) days after receipt by the Services Provider of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final claim in accordance with Clause 6.2 (h). Any delay by the Services Provider in reimbursement by the due date shall attract interest @ 10% (ten per cent) per annum.
- (f) Any adjustments in the amount claimed in an Invoice may be made either in the form of a supplementary Invoice or in a subsequent Invoice, as the case may be.
- (g) Authority shall cause the payment due to the Service Provider to be made within 30 (thirty) days from the date of submission of the Invoice, save and except any amounts which it determines as not payable or disputed. All payments under the Agreement shall be made to the bank account of the Service Provider per the details provided to NITI Aayog by the Service Provider. No advance payment shall be made.

6.4 Set-off

The Authority shall be entitled to set off any sum payable by the Authority to the Services Provider under the Agreement against (a) any monies due from the Services Provider to the Authority under or in accordance with the Agreement, including the License Fees, liquidated damages and any costs incurred by the

Authority which are to be to the account of the Services Provider; and (b) any claim to money which the Authority may have against the Services Provider whether for damages or otherwise.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

The Services Provider shall, for the performance of its obligations under this Agreement, provide to the Authority no later than 3 (three) days from the Effective Date, an irrevocable and unconditional guarantee from a Bank for a sum of Rs. 1,00,000/- (Rupees One Lac) in the form set forth in Annex-IV of this Agreement (the "**Performance Security**") to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2. Until such time the Performance Security is provided by the Services Provider pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Services Provider. For the avoidance of doubt, the Parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of any further amounts, the Authority may make deductions from any subsequent payments due and payable to the Services Provider hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.

7.2 Liquidated Damages for deficiency

In case any deficiency or variation is detected in the Services provided by the Service Provider and such deficiency or variation is the result of negligence or lack of due diligence on the part of the Service Provider, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Service Provider by way of deemed liquidated damages, subject to a maximum of the annual License Fees.

7.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Service Provider for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the work or on the reputation of NITI Aayog, other penal action including debarring for a specified period may also be initiated as per the policy of NITI Aayog.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

8.2 Operation of the Agreement

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement 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, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

9.2 Dispute resolution

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.


9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon the Adviser (Administration), NITI Aayog and the Chief Executive of the Service Provider or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

9.4 Arbitration

9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in


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Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “**Rules**”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be New Delhi and the language of arbitration proceedings shall be English.

9.4.2 There shall be a sole arbitrator whose appointment shall be made in accordance with the Rules.

9.4.3 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Service Provider and NITI Aayog agree and undertake to carry out such Award without delay.

9.4.4 The Service Provider and NITI Aayog agree that an Award may be enforced against the Service Provider and/or NITI Aayog, as the case may be, and their respective assets wherever situated.

9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of
Service Provider

(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of
NITI Aayog

(Name)
(Designation)
(Address)

In the presence of:

1.

2.

Annex-I

Terms of Reference

(Reproduce as per Schedule-I of the RFP)

Annex-II


Deployment of Personnel

S. No.	Designation of Personnel	Name	Educational Qualification	Total Length of Professional Experience	Length of Employment with the Service Provider	No. of Eligible Assignments
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	Manager					
2.	Supervisor					

Annex - III

Approved Menu

(Reproduce as per Schedule-II of the RFP)


अजय जोशी
(AJAY JOSHI)
अवर सचिव
Under Secretary
नीति आयोग/National Institution
for Transforming India (NITI)
भारत सरकार/Govt. of India
नई दिल्ली/New Delhi

Annex- IV

Bank Guarantee for Performance Security

(Refer Clause 7.1)

To

.....
.....
.....

In consideration of NITI Aayog acting on behalf of the President of India (hereinafter referred as the "Authority", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to, having its office at (hereinafter referred as the "Services Provider" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority's Agreement no. dated valued at Rs. (Rupees), (hereinafter referred to as the "Agreement") the assignment for providing manpower services, and the Services Provider having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Authority for performance of the said Agreement.

1. We, (hereinafter referred to as the "Bank") at the request of the Services Provider do hereby undertake to pay to the Authority an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Services Provider of any of the terms or conditions contained in the said Agreement.

2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Services Provider of any of the terms or conditions contained in the said Agreement or by reason of the Services Provider's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).

3. We, (indicate the name of the Bank) do hereby undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Services Provider in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Services Provider shall have no claim against us for making such payment.

4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been

fully and properly carried out by the said Services Provider and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Services Provider from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Services Provider and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Services Provider or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Services Provider or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Services Provider(s).

7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs.crore (Rupees crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with Paragraph 2 hereof, on or before [..... (indicate the date falling 90 days after the date of the expiry of the Agreement)].

For

Name of Bank:

Seal of the Bank:

Dated, theday of, 20.....

(Signature, name and designation of the authorised signatory)

APPENDICES


(अजय जोशी)
(AJAY JOSHI)

अपर सचिव
Under Secretary
नीति आयोग/National Institution
for Transforming India (NITI)
भारत सरकार/Govt. of India
नई दिल्ली/New Delhi

APPENDIX I

(See Clause 27)

TECHNICAL PROPOSAL

Form-1

Letter of Proposal

(On Bidder's letter head)

(Date and Reference)

To,

Shri Ajay Joshi,
Under Secretary,
Room No.411, NITI Aayog,
NITI Bhawan, New Delhi.


Dear Sir,

Sub: Appointment of Services Provider

Dear Sir,

With reference to your RFP Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Services Provider. The proposal is unconditional and unqualified.

2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Services Provider for the Services.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project, assignment, services or agreement by any public authority nor have had any contract terminated by any public authority for breach on our part.


(अजय जोशी)
(AJAY JOSHI)
अवर सचिव
Under Secretary
नीति आयोग/National Institution
for Transforming India (NITI)
भारत सरकार/Govt. of India
नई दिल्ली/New Delhi

7. I/We declare that:
- (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - (b) I/We do not have any Conflict of Interest in accordance with Clauses 91 to 93 of the RFP Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 90 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Services Provider, without incurring any liability to the Bidders in accordance with Clause 96 of the RFP document.
9. I/ We believe that we satisfy the Net Worth criteria and meet all the requirements as specified in the RFP document and am/ are qualified to submit a Proposal.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Services or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the government, Central or State, or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.⁵
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Services Provider or in connection with the Selection Process itself in respect of the above mentioned Services

⁵In case the Bidder is unable to provide the certification specified in Paragraph 11, it may precede the Paragraph by the words viz. "Except as specified in Schedule hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Bid. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Bidder for pre-qualification hereunder.

14. The Bid Security of Rs. 50,000/- (Rupees Fifty thousand only) in the form of a _____ is attached, in accordance with the RFP document.
15. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the assignment for providing the Services is not awarded to me/us or our proposal is not opened or rejected.
16. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
17. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form-4.
18. In the event of my/our firm being selected as the Services Provider, I/we agree to enter into an Agreement in accordance with the form at Schedule-III of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
19. I/We have studied RFP and all other documents carefully and also surveyed the offices of the Authority. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Services.
20. I/ We certify that in terms of the RFP, my/our Net Worth is Rs.
(Rupees).
21. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Bid which shall be binding on us.
22. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)
(Name and seal of the Bidder)

APPENDIX - I

Form-2

Particulars of the Bidder

1.1	Title of Services: Canteen and Catering Services Name of Authority: NITI Aayog
1.2	State the following: Name of Company or Firm: Principal place of business: Legal status (e.g. incorporated private company, unincorporated business, partnership etc.): Country of incorporation: Year of Incorporation: Registered address: Name of Restaurant: Year of commencement: Name, designation, address and phone numbers of authorised signatory of the Bidder: Name: Designation: Company: Address: Phone No.: E-mail address:
1.3	For the Bidder state the following information: (i) Has the Bidder been penalized by any organization for poor quality of work or breach of contract in the last three years? Yes/No (ii) Has the Bidder ever failed to complete any work awarded to it by any public authority/ entity in last three years? Yes/No (iii) Has the Bidder been blacklisted by any Government department/Public Sector Undertaking in the last three years? Yes/No (iv) Has the Bidder suffered bankruptcy/insolvency in the last three years? Yes/No

 (अजय जोशी)
(AJAY JOSHI)
अवर सचिव
Under Secretary

	Note: If answer to any of the questions at (i) to (iv) is yes, the Bidder may not be eligible for this services.
1.4	<p>Does the Bidder's firm/company combine functions as a services provider along with the functions as a works contractor, supplier and/or a manufacturer having any relation to the Services under this RFP?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, does the Bidder or its constituents agree to limit the Bidder's role only to that of a Services Provider to the Authority and to disqualify themselves, their Associates, subsidiaries and/or parent organization subsequently from other work in the Authority for provision of goods or works having any relation with the Services?</p> <p style="text-align: right;">Yes/No</p>
1.5	<p>Does the Bidder intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers of the Authority for performance of the Services?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, does the Bidder agree that it will only be acceptable as Services Provider if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of works or services having any relation with the Services (including tendering relating to any goods or works for any related activity) other than that of the Services Provider?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent work or supplies as aforesaid?</p> <p style="text-align: right;">Yes/No</p> <p style="text-align: center;">(Signature, name and designation of the authorised signatory)</p> <p style="text-align: center;">For and on behalf of</p>



(अजय जोशी)
(AJAY JOSHI)

अवर सचिव
Under Secretary

नीति आयोग/National Institution
for Transforming India (NITI)
भारत सरकार/Govt. of India
नई दिल्ली/New Delhi

APPENDIX - I

Form-3

Statement of Legal Capacity

(To be forwarded on the letter head of the Bidder)

Ref. Date:

To,

.....
.....
.....

Dear Sir,

Sub: RFP for Canteen and Catering Services

I/We hereby confirm that we, the Bidder satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (insert individual's name) will act as our Authorised Representative and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory)
For and on behalf of



(Dr. B. Singh)
(Secretary, NITI)
Under Secretary
नीति आयोग/National Institute
for Transforming India (NITI)
भारत सरकार/Govt. of India
नई दिल्ली/New Delhi

APPENDIX - I

Form-4

Power of Attorney

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife of and presently residing at....., who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the "**Authorised 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 and selection as the Services Provider to the Authority including but not limited to signing and submission of all bids, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Services and/or upon award of this assignment to us till the entering into of the Agreement with the Authority.

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 THIS DAY 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. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (hundred) and duly notarised by a notary public.*


(अजय जोशी)
(AJAY JOSHI) 71
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Under Secretary
नीति आयोग/National Institution
for Transforming India (NITI)
भारत सरकार/Govt. of India

- *Wherever required, the Bidder 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 Bidder.*
- *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, Bidders from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX-I

Form-5

Financial Capacity of the Bidder
(Refer Clause 18(B))

S. No.	Financial Year	Annual Turnover (Rs.)
1.		
2.		
3.		

Certificate from the Statutory Auditor^s

This is to certify that the information contained above is correct as per the accounts of the Bidder.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

^s In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

Note: Please do not attach any printed Annual Financial Statement.



(अजय जोशी)
(AJAY JOSHI) 73
अवर सचिव
Under Secretary
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भारत सरकार/Govt. of India
नई दिल्ली/New Delhi

APPENDIX-I

Form-6

Abstract of Eligible Assignments of the Bidder[§]

(Refer Clause 18(A))

S.No.	Name of Assignment	Category of Eligible Assignment	Name of Client	Number of Guests served	Payment ^{§§} received by the Bidder (in Rs.)
(1) [£]	(2)	(3)	(4)	(5)	(6)
1					
2					
3					
4					

[§] The Bidder should provide details of only those assignments that have been undertaken by it under its own name.

[£] The names and chronology of Eligible Assignments included here should conform to the details submitted in Form-7 of Appendix-I.

Certificate from the Statutory Auditor[§]

This is to certify that the information contained in Column 6 above is correct as per the accounts of the Bidder and/ or the clients.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

[§] In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

Note: The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder.



(अजय जोशी)
(AJAY JOSHI) 74
अवर सचिव
Under Secretary
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भारत सरकार/Govt. of India
नई दिल्ली/New Delhi

APPENDIX - I

Form-7

Eligible Assignments of Bidder

(Refer Clause 18(A))

1.	Name of Bidder:	
2.	Name of the Assignment:	
3.	Brief description of the type of services performed by the Bidder Firm:	
4.	Name of client and address: (indicate whether public or private)	
5.	Name and telephone no. of client's representative:	
6.	Payment received by the Bidder (in Rs.):	
7.	Date of the services:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.		
		(Signature and name of Bidder)

Notes:

1. Use separate sheet for each Eligible Assignment.
2. Attach an attested copy of the work order for the aforesaid assignment.



APPENDIX - I

Form-8

Proposed Methodology and Work Plan

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR (not more than two pages)

The Bidder shall clearly state its understanding of the TOR and also highlight its important aspects. The Bidder may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in provision of Services.

2. Methodology and Work Plan (not more than three pages)

The Bidder will submit its methodology for carrying out this assignment, outlining its approach for provision of Services:

- a. Provide the list of Canteen and kitchen equipment it proposes to use.
- b. Provide a supervision plan for daily management of the Canteen
- c. Provide a plan for provision of Services for special events, detailing the manpower, etc.
- d. Provide a recruitment plan indicating how it will ensure availability of adequate manpower throughout the contract term.

Note: Marks will be deducted for writing lengthy and out of context responses.
(Ambiguity)



(अजय जोशी)
(AJAY JOSHI)
असल सचिव
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APPENDIX - I

Form-9

Curriculum Vitae of the Key Personnel

1. Proposed Position:
2. Name of Personnel:
3. Age:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:
(Starting with present position, list in reverse order every employment held.)
7. List of assignments on which the Personnel has worked

Name of assignment	Description of responsibilities
--------------------	---------------------------------

Certification:

- 1 I am willing to work on the Services as required.
- 2 I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

(Signature and name of the Key Personnel)

Notes:

1. Use separate form for each Key Personnel

APPENDIX - II

FINANCIAL PROPOSAL

Form-1

(On Bidder's letter head)

(Date and Reference)

To,

.....

.....

Dear Sir,

Subject: Appointment of Services Provider

I/We, (Bidder's name) herewith make the Financial Proposal for selection of my/our firm as Services Provider. This Financial Proposal is in continuation of our Technical Proposal for the same assignment and may be read together with the said Technical Proposal as our complete proposal for this assignment.

2. I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.
3. The License Fees has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of all the conditions that may affect the Services.
4. *I/We offer a License Fees of Rs. ***** (rupees *****) per annum on the understanding that it shall be due and payable in accordance with the provisions of the RFP and the Agreement.*

Yours faithfully,

(Signature, name and designation of the authorised signatory)

Note: The Financial Proposal is to be submitted strictly as per the form given in the RFP.



(AJAY JOSHI)
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