

Draft Standard Terms &
Conditions of tender
documents for Mess Facility

Rs 4500/-

SPORTS AUTHORITY OF INDIA

SPORTS TRAINING CENTRE

SECTOR-15

GANDHINAGAR 382 016

TENDER NOTICE

FOR

*RUNNING & MAINTENANCE OF MESS AT
SAI, STC GANDHINAGAR*

(For One Year Period)

E-mail: dirsai@gmail.com

Phone/Fax No: 079 23223182

079 23222441

Website: <http://www.sportsauthorityofindia.nic.in>

LAST DATE & TIME FOR SUBMISSION OF TENDER 18.09.2017 **UPTO 18.00 PM**
DATE & TIME FOR OPENING OF TECHNICAL BID 20.09.2017 AT **03. 00PM.**

SPORTS AUTHORITY OF INDIA

TRAINING CENTRE SECTOR-15 , GANDHINAGAR

Telephone: 079 – 23223182

Fax: 079-23222441

Website: www.sports authority of india.nic.in

Email:- dirsainswc@gmail.com

Bidding Document

For

**Mess Contract :- Sports Authority of India, Training Centre ,
Sector-15, Gandhinagar (Gujarat)
(for One year period)**

Bid Reference No. _____

Dated: 28./08/2017-

Date & Time for sale of Bidding Document : From 28.08.17(01 .00 PM. To
& 18.09.17 up to 18.00 PM .

Place of sale of Bidding Document : ON LINE TENDER

Place of receipt of Bid : ON LINE TENDER

Closing date and time for receipt of Bid : 18./09/2017 ---- at 06.00 PM.

Date and Time of opening of Technical Bid : 20.09.2017 ---- at 03.00 PM.

Date and Time of opening of Financial Bid : 22.09.2017 ---- at 03.00 PM

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SECTION I

SPORTS AUTHORITY OF INDIA

Telephone: + 079-23223182

Fax: 079-23222441

Website: www.ssaiwc.org

Bid Reference No:

Dated: 28/08/2017

INVITATION FOR BID (IFB)

1. Sports Authority of India, STC Gandhinagar for and on behalf of Government, Sports Authority of India, STC Gandhinagar invites sealed Bids for following work:

S.No.	Brief Description of work (e.g., Running/operation of Mess facility at _____)	Qty. If Applicable	Amount of Bid security in Rs.	Bidding Document Cost. (Rs.)
1	Cooking and serving meals – Breakfast, Packed Lunch at 7.00 AM (Morning), Lunch and Dinner. Procurement of raw material as per specification/Menu available with the bidding documents. Cleaning of Utensils, Kitchen and serving items. Cleaning of cooking, dining and auxiliary areas etc. Maintenance of the equipments in the kitchen and dining areas. Deployment and supervision of required manpower for the above mentioned job. Cleaning and maintenance in front of Mess and Surrounding areas.	290 STC Trainees @ Rs. 225/-per Trainees + 10% Over Head Charges	8,51000/- (Rupees Eight Lakhs Fifty One Thousand only)	4500 /- (Rupees Four Thousand Five Hundred only.)
2	Cooking and serving meals – Breakfast, Lunch and Dinner. Procurement of raw material as per specification/Menu available with the bidding documents. Cleaning of Utensils, Kitchen and serving items. Cleaning of cooking, dining and auxiliary areas etc. Maintenance of the equipments in the kitchen and dining areas. Deployment and supervision of required manpower for the above mentioned job. Cleaning and maintenance in front of Mess and Surrounding areas.	30 COE Trainees Rs. 350/-per Trainees + 15% Over Head Charges	2,00000/- (Rupees Two Lakhs only)	
3	National Coaching Camp and any other sponsored schemes of activities organized if any.	As per actual strength as and when organized	2,00000/- (Rupees Two Lakhs only)	

2. **Bidding Schedule:**

- (i). Date & Time for sale of Bidding Document : From 28.08.17(01 .00 PM. To & 18.09.17 up to 18.00 PM
- (ii). Place of sale of Bidding Document : On Line Tender
- (iii). Place of receipt of Bid : On Line Tender and
Hard Copy By Post at SAI , STC Sector-15

- (iv). Closing date and time for receipt of Bid : 18.09.2017 at 11.59 PM hrs..
- (v). Date and Time of Opening of Techno Commercial Bid : 20.09.2017 at 15.00 PM.
3. Bidding Document may be purchased on payment of non-refundable cost as tabulated above in the form of account payee Demand Draft/Pay Order/Cashier's Receipt/Banker's Cheque, drawn in favour of "Regional/Asstt. Director / Incharge, SAI, STC Gandhinagar, payable at "Gandhinagar" Gujarat.
4. If requested, the Bidding Document can be mailed by Registered Post/Speed Post to the domestic Bidders, for which extra expenditure per set will be Rs 100/- towards postage charges. The Bidder is to add the applicable postage cost in the non-refundable cost mentioned in Para 3 above.
5. Bidder may also download the Bidding Document from the SAI website www.sportauthorityofindia.nic.in & CPPP of Govt. of India i.e. www.eprocure.gov.in and submit its Bid by utilizing the downloaded document, along with the required non-refundable fee as mentioned in Para 3 above.
6. Bidders shall ensure that their Bids complete in all respect, are dropped in the Tender Box placed at Administrative Block, Sports Authority of India, Sector-15, Gandhinagar, Gujarat on or before the closing date and time as indicated in the Para-2 above, failing which the Bids will be treated as late and rejected.
7. In the event of any of the above mentioned dates being declared as a holiday / closed day for the Purchaser, the Bids will be received/opened on the next working day at the appointed time.
8. The Bidding Document is not transferable.

REGIONAL DIRECTOR

_____,
Sports Authority of India

M/s. _____

SECTION – II
INSTRUCTIONS TO BIDDER (ITB)
A. PREAMBLE

1. Introduction

- 1.1 The Sports Authority of India has issued these Bidding Documents for hiring Mess Catering Services as mentioned in Section – V – “Schedule of Requirements”, which also indicates, *interalia*, the required contract period for one year, terms and place of services.
- 1.2 This section (Section II – “Instruction to Bidder”) provides the relevant information as well as instructions to assist the prospective Bidder in preparation and submission of Bid. It also includes the mode and procedure to be adopted by Tender Calling Authority for receipt and opening as well as scrutiny and evaluation of Bid and subsequent placement of contract.
- 1.3 Before formulating the Bid and submitting the same to the Tender Calling Authority, the Bidder should read and examine all the terms, conditions, instructions etc. Contained in the Bidding Document. Failure to provide and/or comply with the required information, instructions etc. Incorporated in these Bidding Documents may result in rejection of its Bid.
- 2. Language of Bid :**The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the Bid exchanged between the Bidder and the Tender Calling Authority, shall be written in the English language. However, the language of any printed literature furnished by the Bidder in connection with its Bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the Bid, the English translation shall prevail.

B. BIDDING DOCUMENTS

3. Content of Bidding Document

- 3.1 In addition to Section I – “Invitation for Bid” (IFB), the Bidding Document include:
- Section II – Instructions to Bidders (ITB)
 - Section III – Performance Statement
 - Section IV – Bidding Form
 - Section V – General Conditions of Contract (GCC)
 - Section VI – Contract Forms

4. Amendments to Bidding Document

At any time prior to the deadline for submission of Bid, the Tender Calling Authority, for any reason deemed fit; modify the Bidding Documents by issuing suitable amendment(s) to it.

5. Clarification of Bidding Document

- 5.1 A Bidder requiring any clarification or elucidation on any issue of the Bidding Document may take up the same with the Tender Calling Authority in writing. Tender Calling Authority will respond in writing to such request provided the same is received by that authority not later than fifteen days prior to the prescribed original date of submission of Bid.

C. PREPARATION OF BIDS

6.1 Document Comprising the Bid

The open bid is being invited. It shall consist of both Technical & Financial Bid to be opened for evaluation of technically & commercially responsive offer. Bid shall comprise the following:

- i) Bid Security furnished in accordance with ITB clause 10.
- ii) Bid Submission Form as per Section IV (A).
- iii) Power of Attorney in favour of signatory of Bidding Documents
- iv) The technical specification of quoted services along with relevant documents.
- v) Clause by Clause commentary on Technical Specification in the Bid Document vis-a-vis of quoted services clearly stating compliance or any deviation.
- vi) Performance Statement as per Form in Section-III.
- vii) Certificate of Incorporation of Bidder.
- viii) National Electronic Fund transfer (NEFT) Form as per Section-IV (D) for payment in Indian Rupee, if applicable.
- ix) Price Schedule(s) as per Form in Section-IV (B)
- x) Bid Document duly signed on each page.

6.2 It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all required documents in addition to above, if any.

6.3 All pages of the Bid should be page numbered and indexed.

6.4 The authorized signatory of the Bidder must sign the Bid duly stamped at appropriate places and initial all the remaining pages of the Bid.

6.5 A Bidder, who does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

6.6 Bid sent by e-mail/fax/telex/cable/electronically shall be ignored.

7 Bid Prices

7.1 The Bidder shall indicate on the Price Schedule provided under Section IV (B) all the specified components of prices shown therein. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a Bidder, same should be clarified as "NA" (means Not Applicable) by the Bidder.

8. Firm Price

8.1 The prices quoted by the Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

8.2 However, as regards service tax, if any, chargeable on the services and payable, the same shall be reimbursed upon submission of relevant documents to the Center.

9. Documents Establishing Bidder's Eligibility and Qualifications

9.1 Pursuant to ITB clause 6, the Bidder shall furnish, as part of its Bid, relevant details and documents establishing its qualifications to perform the contract if its Bid is accepted.

10. Bid Security

10.1 The Bidder shall furnish along with its Bid, Bid Security for amount as shown in the IFB in Section I. The Bid Security is required to protect the Tender Calling Authority against the risk of the Bidder's unwarranted conduct as amplified under sub-clause 12.7 below.

- 10.2 In case as per Notification of Government of India if the Bidder falls in the category of exemption of Bid Security, it should furnish the relevant Notification along with required documents like valid Registration Certificate etc.
- 10.3 The Bid Security shall be furnished in one of the following forms:
- i) Account Payee Demand Draft of a Scheduled Bank
 - ii) Fixed Deposit Receipt of a Scheduled Bank pledged in favour of Tender Inviting Authority
 - iii) Banker's cheque of a Scheduled Bank
 - iv) Deposit at Call Received of a Scheduled Bank guaranteed by the Reserve Bank of India
- 10.4 The Demand Draft, Fixed Deposit Receipt or Banker's Cheque shall be drawn on any Scheduled Bank in India, in favour of the "Regional/Asstt. Director , SAI STC Gandhinagar", payable at "Gandhinagar".
- 10.5 The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the Bid. As validity period of Bid as per Clause 13 of ITB is 90 days, the Bid Security shall be valid for 90 days from Techno – Commercial Bid opening date.
- 10.6 Unsuccessful Bidders' Bid Security will be returned to them without any interest, after expiry of the Bid validity period, but not later than forty-five days after conclusion of the resultant contract. Successful Bidder's earnest money will be returned without any interest, after receipt of performance security from that Bidder.
- 10.7 Bid Security of a Bidder will be forfeited, if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid in any respect within the period of validity of its Bid without prejudice to other rights of the Tender Calling Authority. The successful Bidder's Bid Security will be forfeited without prejudice to other rights of Tender Calling Authority if it fails to furnish the required performance security within the specified period.
- 10.8 Bid not accompanied with Bid Security shall not be accepted and rejected.

11. Bid Validity

- 11.1 The Bid shall remain valid for acceptance for a period of 90 days (Ninety days) after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected.
- 11.2 In exceptional cases, the Bidders may be requested by the department to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid and they are also to extend the validity period of the Bid Security accordingly. A Bidder, however, may not agree to extend its Bid validity without forfeiting its Bid Security.
- 11.3 In case the day up to which the Bids are to remain valid falls on or subsequently declared a holiday or closed day for the Tender Calling Authority, the Bid validity shall automatically be extended up to the next working day.

12. Signing and Sealing of Bid

- 12.1 The Bidder shall submit their Bid as per the instructions contained in ITB Clause 6.
- 12.2 Bid shall either be typed or written in indelible ink and the same shall be signed by the Bidder or by a person(s) who has been duly authorized to bind the Bidder to the contract.
- 12.3 The Bid shall be duly signed at the appropriate places as indicated in the Bidding Documents and all other pages of the Bid. The Bid shall not contain any erasure or

overwriting, except as necessary to correct any error made by the Bidder and, if there is any such correction; the person signing the Bid shall initial the same. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the Bid.

- 12.4 Sealed Bid super scribed with Bid Ref. No. And Bid Opening Date shall be submitted to Regional/Asstt Director / Incharge, SAI STC, Gandhinagar.

D. SUBMISSION OF BIDS

13. Submission of Bid

- 13.1 Unless otherwise specified, the Bidder is to deposit the Bids in the Tender Box kept for this purpose at a place as indicated in the IFB in Section-I.
- 13.2 The Bidder must ensure that he deposit his Bid not later than the closing time and date specified for submission of Bids. It is the responsibility of the Bidder to ensure that his Bid whether sent by post or by courier or by person, is dropped in the Tender Box by the specified clearing date and time. In the event of the specified date for submission of Bid falls on or is subsequently declared a holiday or closed day for the purchaser, the Bid will be received up to the appointed time on the next working day.

- 14. Late Bid:** Late Bids will not be considered.

E. BID OPENING

15. Opening of Bids

- 15.1 The Tender inviting authority will open the Bid at the specified date and time and at the specified place as indicated in the IFB in Section-I.
- 15.2 In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for the purchaser, the Bid will be opened at the appointed time and place on the next working day.
- 15.3 Authorized representatives of the Bidder, who has submitted Bid on time may attend the Bid opening provided they bring with them letters of authority from the corresponding Bidder.

F. SCRUTINY AND EVALUATION OF BIDS

16. Scrutiny of Bid

- 16.1 The Tender inviting authority will examine the Bid to determine whether the same is complete, whether the documents have been properly signed, stamped and whether the Bid is generally in order.
- 16.2 Prior to the evaluation of Price Bid, the Tender Inviting Authority will determine the substantial responsiveness of each Bid to the Bidding Document. For purposes of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents including Technical Specifications without material deviations.
- 16.3 If a Bid is not substantially responsive, it will be rejected by the Tender Inviting Authority.

17. Qualification Criteria

- 17.1 The bidders should have experience in running catering services in reputed institutions like schools/colleges/offices/education institution/ sports hostel funded by Government for a minimum period of 5 years. The bidders should have full setup in the area to effectively run the hostel/mess at **Gandhinagar**
- 17.2 The bidders should have completed satisfactorily at least two works of similar nature in Institutions as mentioned in condition No. 19.1 above having cost of **Rs.126 Lakhs** each (not less than 60% of total cost of work) during the last 3 years. (A certificate to this effect issued by an officer not below than rank of Section Officer be added)
- 17.3 The bidder should have a minimum turnover of **Rs. 210.00 Lakhs** (Not less than the 100% of the estimated cost of work) as a average of the last three financial years starting 01.04.2015.
- 17.4 The Bidder should be registered for service tax/TIN /GST
- 17.5 The Bidder should be registered as Company/Establishment for catering business.
- 17.6 The Company should have requisite certificate from health department to run Canteen/Mess
- 17.7 The Bidder should have Permanent Account Number (PAN), EPF, & ESI Registration No.
- 17.8 The Bidder should have filed Income Tax Return for the last three financial years.

18. Comparison of Bids and Award Criteria

The Bidding document duly completed in all respect should be submitted in three separate sealed envelope (A,B& C) addressed to the **Regional/Asstt. Director / , SAI, STC, Sector-15, Gandhinagar**. All the three envelope (A,B & C) duly sealed and super scribed as "Cost of Tender & EMD", "Technical Bid" & "Financial Bid" respectively should be put in one cover which should again be sealed and addressed to **Regional/Asstt. Director / , SAI, STC, Sector-15, Gandhinagar** before depositing in the tender box available with Administrative Building

Envelope-A- Cost of Tender Document & EMD

This envelope should contain original receipt issued by the account section of SAI STC, Gandhinagar for Rs.4500/- towards the cost of Tender document. In case the tender document is downloaded from internet, DD/PO of Rs. 4500/- (Rupees Four Thousand Five Hundred) should be put in this envelope. Earnest Money Deposit of Rs. 12,51,000/- (*Rs. Twelve Lakh Fifty One Thousand only*) deposited in the form of pay order/demand draft

issued by any nationalised/scheduled bank in favour of Asstt. Director / Incharge, SAI, STC, Gandhinagar should be put in this envelope. This envelope will be opened first and the second envelope (B) containing technical bid will be opened only of those bidders who put the cost of tender and EMD in appropriate form and amount.

Envelope-B- Technical Bid

This envelope shall contain technical bid consisting of all qualification details, duly signed by the bidder or his authorised signatory on each page. The technical bid should be submitted in the format given at **Annexure-II**. Envelope C containing financial bid will be opened of only those bidders who qualify eligibility criteria as prescribed in the tender document.

Envelope-C- Financial Bid

This Envelope shall contain Financial Bid in the format prescribe at **Annexure III**. There shall be no condition attached to the financial offer. Conditional offer shall be rejected summarily.

Evaluation Criteria: The work will be awarded to highest bidder in total of both the items stipulated in price bid schedule.

G. AWARD OF CONTRACT

19. Tender Inviting Authority's Right to accept any Bid and to reject any or all Bids

The Tender Inviting Authority reserves the right to accept in part or in full any Bid, or reject any or more Bid(s) without assigning any reason or to cancel the Bidding process and reject the Bid at any time prior to award of contract, without incurring any liability, whatsoever to the affected Bidder.

20. Notification of Award

21.1 Before expiry of the Bid validity period, the Tender Inviting Authority will notify the successful Bidder(s) in writing, by registered / speed post or by fax/ email (to be confirmed by registered / speed post) that its Bid for catering services, which have been selected by the Tender Inviting Authority, has been accepted, also briefly indicating there in the essential details like scope of services. The successful Bidder must furnish to the Tender Inviting Authority the required Performance Security within twenty eight days from the date of despatch of this notification, failing which the bid security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided under GCC.

21.2 The Notification of Award shall constitute the conclusion of the Contract.

22. Issue of Contract

22.1 Promptly after Notification of award, the Tender Inviting Authority will mail the Contract Agreement as per TENDER , duly completed and signed, in duplicate, to the successful Bidder by registered / speed post.

22.2 The successful Bidder shall return the original copy of the contract, duly signed and dated, to the Tender Inviting Authority by registered/speed post within twenty eight days from the date of issue of the contract.

23. Non-receipt of Performance Security and Contract by the Tender Inviting Authority

Failure of the successful Bidder in providing Performance Security and / or returning contract copy duly signed in terms of ITB clauses _____ above shall make the Bidder liable for forfeiture of its bid security and, also, for further actions by the Tender Inviting Authority against it as per the _____ of GCC – Termination **of default in Section VII.**

24. Corrupt or Fraudulent Practices

25.1 It is required by all concerned to observe the highest standard of ethics during execution of such contracts. In pursuance of this policy, the Tender Inviting Authority: -

- (a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
- (b) will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by the Tender Inviting Authority if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or in executing the contract.

SECTION- III
PROFORMA FOR PERFORMANCE STATEMENT
(For the period of last three years)

Bid Reference No. : _____

Date of opening : _____

Name and address of the Bidder : _____

Order placed by (full address of Tender Inviting Authority)	Order number and date	Order placed on	Description of Services	Value of order	Date of completion of Contract		Remarks indicating reasons for delay if any	Are the services rendered Satisfactorily?
					As per contract	Actual		
1	2	3	4	5	6	7	8	9

(Signature and seal of the Bidder)

Note:-

1. Tender Inviting Authority reserves the right to ask the Bidder to furnish Order copies and satisfactory Performance Certificate in respect of above.

SECTION – IV

(A) BID SUBMISSION FORM

Date _____

To

Sports Authority of India

Ref.: Your Bidding Document No. _____ dated _____

We, the undersigned have examined the above mentioned Bidding Document, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to provide services in conformity with your above referred document for the sum as shown in the price schedule(s), attached herewith and made part of this Bid.

We further confirm that, if our Bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause _____, in Section - _____ for due performance of the contract.

We agree to keep our Bid valid for acceptance for 90 days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We agree to all terms and conditions of General Conditions of Contract as per Section- _____.

We further understand that you are not bound to accept our Bid, you may receive against your above-referred Bid Reference.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities in India.

We confirm that we fully agree to the terms and conditions specified in above mentioned Bidding Document, including amendment/ corrigendum if any

[Signature with date, name and designation]

Duly authorised to sign Bid for and on behalf of Messrs _____

[Name & address of the Bidder]

Section V
Sports Authority of India

GENERAL TERMS AND CONDITIONS: ANNEXURE-I

FOR

**MESS CATERING SERVICES TO SPORTS TRAINEES OF STC
Gandhinagar**

1. Breakfast, Lunch, Evening Snacks and Dinner need to be served as per the basic menu agreed upon with the Hostel Management Committee. A copy of the typical menu is enclosed as Annexure II
2. TENTATIVE MESS TIMINGS

Bed Tea	: 5.30 AM
Breakfast	: 8.45 AM
Lunch	:1.15 PM
Evening Snacks	: 3.30 PM
Dinner	: 8.15 PM
Bed Time	:10.00 PM_
3. Water and electricity to be used in the mess facility will be provided free of cost.
4. Contractor is required to deposit an amount of **Rs. 21.00 Lakhs** (Not less than 10% of the last year's total cost of the works) towards security deposit at the time of award of contract within stipulated time if his / her offer is accepted. In case of premature termination of the contract by either side, the security deposit will be forfeited. The security deposit can be in the form of , , in the shape of Account Pay Demand Draft or Fixed Deposit Receipt drawn from any Schedule Bank in India or Bank Guarantee issue by Scheduled bank in India in prescribed form in Section of this document in favour of SAI.
5. Disclaimer: The near relatives of employees of the authority are prohibited from participation in this tender. The near relatives for this purpose are defined as:
 - (a) Members of a Hindu Undivided Family.
 - (b) Their Spouse.
 - (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).
6. If dispute or difference of any kind shall arise between the purchaser and the supplier in connection with or relating to the Contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
7. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/ Consignee and a Supplier relating to any matter arising out of or connected with the Contract, such dispute or difference shall be referred to the sole

arbitration, appointed to be the arbitrator by the Regional Director (Sports Authority of India Gandhinagar). The award of the arbitrator will be final and binding on the parties to the Contract.

8. **Venue of Arbitration:** The venue of arbitration shall be the place from where the Contract has been issued.
9. The Court of Gandhinagar will have the exclusive jurisdiction to try the disputes.
10. The Contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.
11. **Statutory Requirement/obligation:** All statutory rules, like Minimum wages as per Central Government Rule (EPF) Act, ESI Act + EPF Act, etc., as applicable for engagement of labours on daily wage are to be followed strictly as per Government norms.
12. In case of failure to comply with the above statutory Rules, Acts, the authorities shall have the right to impose the penalty or cancel the contract.
13. The contractor shall not assign, sublet or part with the possession of the premises and properties of the Institute therein or any part thereof under any circumstances.
14. The contractor shall not appoint any sub-contractor to carry out any obligation under this Contract.
15. The contractor shall vacate the leased premises with the all features, furniture etc., which are institute properties in good and tenable conditions at the termination of the contract.
16. The contractor shall not make or permit any construction or structural alteration of additional fitting inside the premises of the work place without prior written approval of the authorities.
17. The security deposit will be returned three months after the end of the contract period without interest if there are no pending issues against the contractor.
18. Three months notice is required from the contractor for the termination of the contract service if such a condition arises during the contract period.
19. If the contractor and/or his team and also functioning of the mess is not up to the mark or, the quality of the food is below standard or unhealthy or unhygienic, then Institute is empowered to terminate the contract with a short notice of one week. Sports Authority of India Authorities s opinion is final so far as the food quality / mess management is concerned.
20. In case of unsatisfactory performance / any dispute whatsoever / labour dispute emergency condition or any other reason as deemed fit by SAI, the contract can be cancelled at the sole discretion of the Regional Director.
21. Hygiene, overall cleanliness of surrounding, kitchen and the food, raw materials, ingredients etc. Are to be of good quality. Clean, fresh, nutritious, hygienic and edible food has to be served. Any type of COOKED FOOD shall not be stored / preserved / re-served after meals.

Not following in charge's suggestions / instructions in above matters shall be considered as violation of terms and conditions of contract and shall invite penalty for the same (up to 25% of monthly bill as decided by hostel section).

22. The mess utensils are to be cleaned with hot water using detergent powder/soap after every meal.
23. Contractor shall be solely responsible in case of incidence/s of food poisoning etc. And shall bear the complete expenditure arising out of this for medical treatment of the hostel inmates. In addition, penalty may be imposed on the contractor as decided by the Committee of Wardens / Hall Management Committee for such incidence/s.
24. The Contractor shall use only branded raw materials and best quality for preparing the food. Brands of certain mess items are given. A quality control Team will check all materials brought to the mess as well as cooking practices. In the event of the quality of the food served being poor or not adhering to contractual conditions, the Hostel management will be free to impose monetary fine as deemed fit on the contractor. Such fines imposed will be adjusted against the payments due to the contractor. The Institute shall pay only the approved daily rate per student for the entire contract period for one year.

MESS ITEM BRAND/MANUFACTURER LIKE

Salt	Tata/ Annapurna/ Nature fresh
Ketchup	Maggi/ Kissan,
Oil (Sunflower)	Sundrop/ Natur Fresh/ Priya,
Oil (Mustard)	Dhara/ Hathi brand/Engine
(use of Hydrogenated (vanaspati) oil is prohibited)	
Atta	Ashirvad/ Shaktibhog/ Annapurna
Instant Noodles	Maggi/Top Raman
Flavoured fruit drinks	Rasna/ Roohafza
Butter/Paneer	Amul
Cornflakes	Kellogg's
Jam	Kisan / Maggi
Tea	Brook bond/ Lipton/ TataVagh Bakri
Coffee	Nescafe/BRU
Rice	Mansoori/Kattarni/ Taj Mahal, India Gate
(for special dish)	
Bread	Modern/ Morris/ Nasta
Milk	Amul Dairy
Pickles	Priya/ Mother/Nilons

(These items are indicative only, to be stipulated as per requirement of centre)

The contractor may use any other approved brands only if permitted by the Mess Committee, in writing. In such case the contractor will submit two or three reputed brands for each grocery item and the warden and mess committee will select the brands for cooking.

25. **It is the sole responsibility of the contractor to get the refills from the gas company to run the mess on his own cost. Any fluctuations in the Gas price must be absorbed by the Contractor only.**

26. **When circumstances warrant, contractor should cater for large number of students/staff members at very short notice. Similarly, fluctuations in strength during vacation periods shall have to be accommodated.**
27. Monthly payment to the contractor will be made by SAI duly certified by concerned in one instalment after the submission of actual mess bill including copies of all statements, taxes paid for the period. Along with **Bio matrix attendance sheet of trainees.**
28. No extra payment will be made against VAT/GST etc taxes.
29. Contractor has to collect the guest charges directly from the students / guests. Under approval of center in charge. Guest charges shall be decided by the Regional /Asstt. Director / Incharge, SAI, STC, Gandhinagar for ordinary / special meals.
30. The contractor and his workers must behave politely with hostel inmates. The contractor and his team, under any circumstances should not involve in arguments with the boarders of the mess. In case of such situations/ under emergency, the Contractor should intimate immediately to the concerned Authorities also.
31. Mess workers and cooks should be healthy and medically fit. The contractor shall furnish medical fitness certificate from the authorized govt. hospital in respect of the mess workers & cooks to be deployed for the job. In addition, they are required to have a regular check up with the institute Medical Officer. If any mess worker is found medically unfit, he may not be given permission to continue his duties and mess contractor has to replace him immediately without fail.
32. Mess Contractor or his representative manager is required to remain present in the mess when the food is served in the mess.
33. Smoking / drinking liquor etc. Is strictly prohibited in the Institute premises.
34. Storage / consumption of any alcoholic drink / liquor are strictly prohibited. The contractor shall not serve any of such substance / drink in mess / hostel. Smoking, consuming gutkha, tobacco etc. Is also prohibited in mess premises.
35. Employment of child labour (as per norms) is totally prohibited. It is the responsibility of the Contractor to comply with all formalities of labour office including obtaining necessary labour license.
36. The employees of the contractor should wear uniform along with a name tag. And maintained bio matrix attendance for records.
37. All expenses related to the functioning of the employees engaged by the Contractor shall be in the scope of the Contractor.
38. The Contractor is solely responsible for the payment of Minimum wages as per Central Government Rule for their employees as per of the Government norms and deductions towards E.P.F. and E.S.I.

39. Contractor shall provide light food to the sick student/s during his/their sickness period and no extra charge will be paid for the same.
40. The Regional/Asstt. Director / Incharge SAI, Gandhinagar reserves the right to reject any/all the tender without assigning any reason therefore.
41. The Regional/Asstt. Director / Incharge SAI, Gandhinagar reserves the right to negotiate the rate if required.

PENALTY

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

- a) Vegetables used should be fresh and of good quality. If vegetables kept for use is found to be rotten or of poor quality, then a fine of Rs. **2,000/-** for each occasion will be imposed.
- b) Items like Aji-no-moto, Baking soda, colouring items etc are banned and they should not be used. If they are found in the kitchen premises penalty of Rs. **5,000/-** for each occasion will be imposed.
- c) Kitchen should be kept clean. If it is not kept clean, a fine of Rs. **2000/-** for each occasion will be imposed.
- d) For damages caused by the contractor to the kitchen equipments, vessels and other items supplied by the licenser, **twice** the cost of the equipment will be recovered.
- e) Any complaint of insects cooked along with food found in any food item would invite a fine of Rs. **10,000/-** on the contractor each occasion .
- f) Any complaint of soft objects like rope, soft plastic, cloth etc in food will attract a fine of Rs **1,000/-** per complaint.
- g) Any complaint of stones / pebbles will attract a penalty on the contractor which can range between Rs **2000/-** to Rs **5,000/-** depending on the size of the stone/ pebble per complaint.
- h) 5 or more complaints of unclean utensils in a day would lead to a fine of Rs. **2,000/-** on the contractor each occasion
- i) If mess committee agrees that certain item of a meal was not cooked properly then a fine of Rs. **5,000/-** would be imposed on the contractor each occasion.
- j) Changes in approved menu (as per Annexure II) of any meal without permission of warden/mess committee would result in a fine of Rs. **5,000/-** on the contractor each occasion .
- k) Fine on any discrepancy (personal hygiene of workers, misbehaviour by workers etc.) will lead to fine of Rs. **5,000/-** on contractor for every instance.
- l) Using of brands not mentioned in the contract without prior permission and adulteration shall invoke a hefty fine beyond the limit of any fine mentioned above and decided by the mess committee with consent of the wardens.
Severity of hygiene failure shall be assessed and decided by the mess committee and fined appropriately. In case of gross failure/negligence a severe penalty will be imposed, which could be a hefty fine as cash and/or summary termination of the Contract.
- M) If the complaint are recurring in nature more than 5 times 25% of billing amount penalty will be imposed.

APPLICATION LETTER (Specimen)

To,

Sports Authority of India,

Subject: Tender for MESS FACILITY at _____.

Dear Sir,

In response to your tender inviting notice for the above mentioned contract, I/We, a Company/Partnership/Sole Proprietor submit the tender with following particulars:

S.No.,	Description	Particulars
1.	Constitution & Nature of Firm (State whether sole proprietor/partnership firm/limited company)	
2.	Year of Establishment	
3.	Registered Postal Address	
4.	Telephone No. Fax No. Mobile No.	
5.	Address of Branches	
6.	Name and address of Directors, in case of Company Name and address of Sole proprietor Name and address of partners; in case of partnership firm	
7.	(a) Name of Bankers & Branch with full address (b) Style of Account & Number (c) Name(s) of person(s) operating the account (enclose banker's certificate)	
8.	PF Code allotted by PF Commissioner _____ with photo copy of certificate	
9	Registration under contract labour (Regulation/ Abolition Act 1970)	
10	Registration of the Company	

Having acquired the requisite information related to the subject work after visit of the site and examining the form of contract, nature, quantum of work as effecting the tender invited by on behalf of the Sports Authority of India, I/We, the undersigned hereby offer for providing qualified workers as indicated in the Tender Document to MESS FACILITY strictly in accordance with the terms and conditions as indicated by you in the said documents.

We also agree to submit the bill on monthly basis and accept the payment to the workers as

per the Minimum wages as per Central Government Rule declared by the government from time to time. I/We also agree for the compliance of applicable Labour and other Laws in force and other Govt. orders. All workers engaged by me/us would be suitably compensated by me/us complying with Minimum wages as per Central Government Rule act. All other payment like payments under Workmen Compensation Act etc. shall be borne and payable by me/us. I/We will always keep the Authority indemnified of any claim/damages that SAI have to pay with respect to the service and the deputation of any workers to the Office.

The SAI reserves the right to reject any or all the TENDERS or accept them in part or to reject the lowest quotations without assigning any reasons. The SAI further reserves the right to terminate the contract during its tenure at any time without assigning any reasons.

I/We further pay and have enclosed Earnest Money amounting to Rs. _____ and tender fee Rs. _____ (Rupees _____ only) in the form of Demand Draft/Pay Order drawn in favour of Sports Authority of India payable at _____ along with the Technical Bid which will remain with SAI up to final award of contract. However, no interest shall be payable on Earnest money. Earnest money of successful bidder shall be refunded only against the submission of Security Deposit .

Thanking you,

Yours faithfully,

(Name) Signature Signed as proprietor/partner/Director who holds power of Attorney on behalf of firm

Name of Firm

Address

Copy of the Power of Attorney to be submitted which will be compared with the original in case the tender is awarded)

Application Form for Technical Bid
(it is compulsory to be filled by the bidder)

S.No.	Particular	Description	Proof attached as page no.
1.	Name of the Registered Company/Cooperative/ Agency		
2.	Address of the Registered Office		
3.	Year of Establishment		
4.	Type of Organisation (Whether proprietorship, partnership, Private ltd., Company or Co-operative body etc., in case the applicant is a non-individual, Certificate copy of a partnership deed/ certification of incorporation/certificate of registration issued by the registrar of Cooperative Societies/ as the case may be enclosed)		
5.	Name of the Proprietor, Partners/ Directors of the applicant with addresses and phone numbers		
6.	Registration Number and date of registration Company/cooperative /agency(copy of registered may be enclosed)		
7.(a)	PAN Number (photocopy to be enclosed)		
(b)	Income Tax Return file for		

	last three financial years _____ Photocopies should enclosed		
(c)(i)	Service tax registration no. (Number & photocopy of certificates to be given)		
(ii)	Sales tax/VAT GST Registration no. (Number & Photocopy of certificates to be given)		
(d)	Shops and establishment Act Registration No. Photocopies to be Furnished)		
(e)	EPF Registration No. And date (copy may be enclosed)		
(f)	ESI Registration No. And date (copy may be enclosed)		
8.	Whether police verification certificate of all the staff presently engaged by you kept on record with you: Yes/No		
9.(a)	No. Of Person employed: Permanently		
(b)	No. Of person employed: Temporary		
10.	Enclose Performance certificate from previous clients		
11.	Yearly turnover (enclose copy of audited balance sheet) for the last three Financial Year		
12.	Years of relevant experience		

List of similar work executed during the last 5 years for institutional/commercial complexes;

S.No	Location of the work & Name of the Organisation	Contract Amount (Rs.)	Contract Period	Name & Contact No. Of the client

Signature of applicant with seal

Notes:-

1. All the documents enclosed should be arranged and submitted in the same serial order as they appear on the qualification bid.
2. Information has to be filled up specifically in this format.
3. Information shall be limited to the applicant. If any relevant data concerning the group of companies to which the applicant belongs is desired to be given, the same shall be given separately in supplementary sheet.
4. Applicant not providing details or with insufficient details shall be rejected.

Signature & Seal of the Bidder

Section-IV (B)

Annexure-III

Sports Authority of India, _____

Bidding Document for Mess in SAI _____

Price Schedule/Financial Bid

(To be utilized by the bidders for quoting their prices)

1. No bidder will be permitted to alter or modify their bids after expiry of the deadline for receipt of the bid.
2. The financial bid should be valid for a period of 90 days from opening of the Financial bids.

Bid Particulars for Tender No.

1. **Name of Bidder** :
2. **Address of Bidder** :
3. **Fixed Monthly Infrastructure usage charges**

S.No	Type of Space/Item to be used by the bidder	Quantity	Unit	Rate in Rs.
1.	License Fee on per square feet basis for Space to be provided to the successful bidder	880 (Approx) Square . Mtrs		
2.	Items like utensils etc to be provided to the successful bidder be listed	Gas Pipe Line and Gas Stove	(In Lump Sum)	
3	Total in Rs.			

Note: 1. Successful bidder shall be the one who emerges H1 in aggregate of both the items.

2. Service charges @ ___% of the bill amount will be paid extra, in terms of circular no. _____ dated _____.

(Signature of bidder or his authorized signatory with seal)

Telephone No.....

Fax No.

E-mail.

Website:.....

**SECTION – IV
(D) NEFT MANDATE FORM**

From: M/s.

Date:

To

Regional Director
Sports Authority of India, Sector-15
Gandhinagar.

Sub: NEFT PAYMENTS

We refer to the NEFT being set up by SAI. For remittance of our payments using RBI's NEFT scheme, our payments may be made through the above scheme to our under noted account.

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATAE FORM

Name of City	
Bank Code No.	
Bank 's name	
Branch Address	
Branch Telephone / Fax no.	
Supplier's Account No.	
Type of Account	
IFSC code for NEFT	
IFSC code for RTGS	
Supplier's name as per Account	
Telephone no. of supplier	
Supplier's E-mail ID	

[Signature with date, name and designation]
For and on behalf of Messrs_____

[Name & address of the manufacturers]

Confirmed by Bank

Enclosed a copy of Crossed Cheque

Annexure- IV

Menu

Meal	Items & Quantity
Bed Tea	
During Training	
Breakfast	
Lunch	
Evening Tea	
Dinner	
Bed Time	

Annexure-V

Menu of Items to be served in Mess services as per SAI Policy indicating the cost of per person per day to be paid to the caterer may be given .

Tentative Menu shall be changed time to time and seasonal

Placed at Pg. No. 33 to 42

Annexure-VI

Charges to be paid to the Caterer as per notified norms may be tabulated by the centre

Section- VI (A)

**(A) CONTRACT AGREEMENT (On Stamp Paper)
CONTRACT FORM FOR MESS FACILITY**

SPORTS AUTHORITY OF INDIA,

Contract No _____ dated _____

This is in continuation to this office's Notification of Award No _____ dated _____

1. Name & address of the Service Provider: _____
2. SAI's Bidding Document No _____ dated _____ and subsequent Amendment No _____, dated _____ (if any), issued by the Centre.
3. Service Provider Bid No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the service provider and the SAI in connection with this Bid.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:
 - (i) General Conditions of Contract;
 - (ii) Schedule of Requirements;
 - (iii) Technical Specifications;
 - (iv) Bid Form furnished by the supplier;
 - (v) Price Schedule(s) furnished by the supplier in its Bid;
 - (vi) SAI's Notification of Award
5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

(i) Brief particulars of the services which shall be provided by the service provider are as under:

Schedule No.	Brief description of services	Total price	Terms of services

Any other additional services (if applicable) and cost thereof: _____

Total value (in figure) _____ (In words) _____

- (ii) Contract Period:
- iii) Details of Performance Security:
- (iv) Service Provider;
- (v) Defect Liability Period
- (vi) Payment terms:

**(Signature, name and address
of the SAI's authorised official)**

For and on behalf of Director General, Sports Authority of India
Received and accepted this contract

[Signature with date, name and designation]

for and on behalf of Messrs _____

[Name & address of the service provider]

(Seal of the service provider)

Date: _____

Place: _____

Annexure-VI (B)

SECTION – VIII

(A) BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

**Sports Authority of India,
Jawaharlal Nehru Stadium Complex,
Gate No.10, Lodhi Road,
New Delhi-110003.**

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: [insert date (as day, month, and year) of Notification of Award]

and Contract No. _____

Bank's Branch or Office: [insert complete name of Guarantor]

Beneficiary: Sports Authority of India, Jawaharlal Nehru Stadium Complex, Gate No.10, Lodhi Road,
NEW DELHI-110003

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number]

We have been informed that [insert complete name of Supplier] (hereinafter called "the Supplier") has entered into Contract No. [insert number] dated [insert day and month], [insert year] with you, for the supply of [description of Goods and related Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding [insert amount(s) in figures and words] upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the [insert number] day of [insert month] [insert year], and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[Signatures of authorized representatives of the bank and the Supplier]