

SPORTS AUTHORITY OF INDIA
NORTHERN REGIONAL CENTRE, SONEPAT

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

<http://eprocure.gov.in/eprocure/app>

**E-Bidding Document
For procurement of
MESS SERVICES**

Bid Reference No.- SAI/ NRC/MESS- TENDER/2018

Dated:- 21/12/2018

भारतीय खेल प्राधिकरण
द्वारा क्षेत्रीय केन्द्र
एनएच 2, सोनपट, जिला, पिन,
इलाहाबाद, सोनपट (उत्तरप्रदेश)

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भारतीय रेल्वे प्राधिकरण

भारतीय रेल्वे प्राधिकरण (कार्यालय)

PART-1

BIDDING PROCEDURE

भारतीय रेल प्रधिकरण
दिल्ली क्षेत्रीय मंडल
राज्यीकरण, सी.डी. सेक्टर,
बंगलूर, प्रो-विन्स (असमान)

DISCLAIMER

This RFP is being issued by Sports Authority of India (SAI) for procurement of Mess Services on such terms and conditions and technical specifications as set out in this RFP document.

It is hereby clarified that this RFP is not an Agreement and is not an offer or invitation by SAI to any party hereunder. The purpose of this RFP is to provide the bidder (s) with information to assist in the formulation of their proposal submission. This RFP document does not purport to contain all the information bidders may require. This RFP document may not be appropriate for all persons and it is not possible for SAI to consider particular needs of each bidder. Each bidder should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. SAI and their advisor make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations or otherwise as to the accuracy, reliability or completeness of the RFP document.

SAI in their absolute discretion, but without being under any obligation to do so, may update, amend or supplement the information in this RFP document.

भारतीय खेल प्राधिकरण
एन.टी.डी.सी. केंद्र
एन.टी.डी.सी. सेंटर,
एन.टी.डी.सी. (दिल्ली)

SECTION I

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Bid Reference No. - **SAI/ NRC/MESS- TENDER/2018**

Date:- 21/12/2018

1. Sports Authority of India (SAI), for and on behalf of the Regional Director, Sports Authority of India Northern Regional Centre, Sonapat, invites online bids (**manual bids shall not be accepted**) on two bid system for procurement of Mess services as given under:-

Brief Description of work	Amount of Bid Security (EMD) in Rs.	Estimated Tender Value (Rs.)
Mess/ Catering services at SAI NRC, Sonapat for STC/COE/ Khelo India/ Staff Canteen and National Coaching Camps.	8.00 Lakhs	4.00 Crore

Scanned copy of Bid Security is to be uploaded online and Hard copy of the same must be sent to the Regional Director, Sports Authority of India, Northern Regional Centre G.T. Road, Bahalgarh, Sonapat on or before Bid Submission Date & Time as mentioned in Critical Date Sheet.

CRITICAL DATE SHEET

Date of publish of RFP on e-procurement portal of CPP	21/12/2018 at 11:00AM
Start date of downloading of document	21/12/2018 at 11:30AM
Date and time of pre bid conference*	31/12/2018 at 12:30PM
Last date for submission of queries/ clarification made during the pre bid conference in writing **	31/12/2018 at 12:30PM
Bid submission start date	21/12/2018 at 11:45AM
Last Date and Time of uploading/submission of Bids	11/01/2019 at 06:00PM
Bid Validity Period	45 Days
Opening of Techno-Commercial Bid (Bid 1)	14/01/2019 at 11:00AM
Opening of Price Bid (Bid 2)	To be informed separately

2. Bidder may also download the Bidding Documents from the web site:- <http://sportsauthorityofindia.nic.in> & CPP Portal of Govt. of India i.e. <http://eprocure.gov.in/eprocure/app>. Bidders shall ensure that their Bids, complete in all respect are uploaded online before the closing date and time as indicated in the critical date sheet above on CPP Portal <http://eprocure.gov.in/eprocure/app>.
3. Bids shall be submitted online only at CPPP website: <http://eprocure.gov.in/eprocure/app>. Bidders are advised to follow the instructions provided in the 'Instructions to the Bidder for e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>.

भारतीय खेल प्राधिकरण
एच.टी. रोड, बहालगढ़
जम्मू कश्मीर, लो.पं. कोड,
बहालगढ़, जम्मू कश्मीर

4. Bidder who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> and SAI website : <http://sportsauthorityofindia.nic.in> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case, the same is found to be tempered/modified in any manner, tender will out-rightly be rejected.
5. Intending bidders are advised to visit again CPP Portal website www.eprocure.gov.in and SAI website : <http://sportsauthorityofindia.nic.in> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

**Regional Director,
Sports Authority of India,
Northern Regional Centre, Sonapat**

भारतीय खेल प्राधिकरण
प्राची क्षेत्रीय केंद्र
सोनापट्टी रोड, सी.डी. रोड,
बनारस, सोनापट्टी (हरियाणा)

SECTION II - A
INSTRUCTIONS TO BIDDERS (ITB)
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SECTION – II (A)
INSTRUCTIONS TO BIDDERS (ITB)
(A) PREAMBLE

1. Definitions and Abbreviations

i) The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

ii) Definitions:

- a. "SAI" means the organisation procuring services as incorporated in the Tender Enquiry documents i.e., Mess Services
- b. "Tender" means bids/quotations/Tender received from a Firm/ Bidder.
- c. "Bidder" means bidder/the individual or firm submitting bids/Quotations/Tender.
- d. "Service provider" means the individuals or the firm providing services as incorporated in the contract.
- e. "Services" means the services as incorporated in the scope of work.
- f. "Earnest Money Deposit" (EMD) means Bid Security/monetary or financial guarantee to be furnished by a bidder along with its tender.
- g. "Contract" means the written agreement entered into between the SAI and Service provider, together with all the documents mentioned therein and including all attachments, annexure etc., therein.
- h. "Performance Security" means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- i. "Specification" means the document/standard that prescribes the requirement with which service has to conform.
- j. "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of service and comparing the same with the specified requirement to determine conformity.
- k. "Day" means calendar day.

iii) Abbreviation:-

- a. "TE Document" means Tender Enquiry Document
- b. "NIT" means Notice Inviting Tenders
- c. "ITB" means Instruction to Tenders
- d. "GCC" means General Conditions of Contract
- e. "BG" means Bank Guarantee

2. **Introduction**

- i) This bid document is for procurement of services as mentioned in **Section –V** "Scope of Work".
- ii) This Section (**Section II**) provides relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by SAI for receipt and opening of bids as well as scrutiny and evaluation of bids and subsequent placement of contract.
- iii) Before formulating the bid and submitting the same to the SAI, the bidder should read and examine all the terms and conditions, instructions, specifications etc. contained in the bid document. Failure to provide and/or comply with the required information, instructions etc. incorporated in this bid document, may result in rejection of the bid.

3. **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 SAI, shall be written in English/Hindi 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 purpose of interpretation of the bid, the English translation shall prevail.

4. **Tendering Expenses**

The Bidders shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The SAI will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process

5. **Local Conditions**

It is imperative that each bidder fully acquaints himself with all the local conditions and factors, which would have any effect on the performance/completion of the contract in all respect. Bidders would themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time in India. On such matters, the client shall not entertain any request from the bidders.

(B) PRE BID MEETING

6. (i) A Pre-Bid conference will be held with the prospective Bidders for the purpose of holding technical & commercial discussions and providing clarifications by the client.. In the Pre-Bid Conference, clarifications pertaining to technical, commercial and other issues regarding the items stipulated in the RFP may be required by the prospective bidders will be provided. The prospective bidders should on their own cost, attend the said conference on the date and venue.
- (ii) Details of proposed/ suggested variations/ deviations/ additions from the Bid specification/conditions, if any, should be clearly indicated while sending queries before Pre-Bid Conference. Any verbal suggestion/ proposal of variations/ deviations/ additions in the RFP document made during the Pre Bid Conference should also be given in writing to the client latest by 11:00 hours on next working day of the pre bid conference.

- (iii) The client may clarify on variations/ deviations, alternative proposals, which ensure equal or higher quality/ performance to the Technical Specifications during Pre-Bid Conference. However, the decision of the client in this regard will be final.
- (iv) After incorporation the amendments acceptable to the client, the RFP Document shall be frozen as per the details provided in RFP, through issuance of an Addendum (s) which can be downloaded from the e-procurement portal and website of SAI. The Bidder shall submit its Bid along with Bid documents including Addendum if any issued duly signed and stamped.
- (v) Non-attendance at the Pre- Bid Conference will not be a cause for disqualification of a Bidder. However, the terms and conditions of the addendum (s) will be legally binding on all bidders irrespective of their attendance at the Pre-Bid Conference.
- (vi) No further suggestions for deviations/variations/ additions will be entertained after the Pre-Bid Conference.

(C) BIDDING DOCUMENTS

7. Content of Bidding Documents

In addition to Section I – “Invitation for Bid” (IFB), the Bid Document includes several Sections up to Section VII. These Sections are:

Section II (A)	Instructions to Bidders (ITB)
Section II (B)	Instructions for Online Submission of Bids.
Section III	Qualification Criteria, Performance Statement & Evaluation Criteria
Section IV	Bidding Forms
Section V	Scope of Work
Section VI	General Conditions of Contract
Section VII	Contract Forms

8. Amendment(s) to Bid Document

- i) At any time prior to the deadline for submission of bid, the SAI may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid document by issuing suitable amendment(s) to it.
- ii) Such an amendment to the bid document will be uploaded on SAI website: <http://sportsauthorityofindia.nic.in> and Central Public Procurement (CPP) Portal of Government of India i.e. www.eprocure.gov.in only.

- iii) Prospective bidders are advised in their own interest to visit website of Sports Authority of India (SAI) and CPP Portal for any amendment etc. before submitting their bids.
- iv) In order to afford prospective bidders reasonable time to take into account the amendments in preparing their bids, SAI may, at its discretion, suitably extend the dead line for submission of bids.

9. Modifications/withdrawal of bids

- (i) The bidder, after submitting the bid, is permitted to submit alterations/modifications to the bid, so long such alterations/ modifications are received duly sealed and marked like original bid, up-to the date and time of submission of bid. Any amendment/modification submitted after the prescribed date and time of receipt of bids is not to be considered.
- (ii) The bidder may modify or withdraw his bid after submission, provided that a written notice of the modification or withdrawal is received by the SAI prior to the deadline prescribed for submission of bids.

10. Clarification of Bid Document

- (i) A bidder requiring any clarification or elucidation on any issue in respect of the bid document may take up the same with the SAI in writing. The SAI will respond in writing to such request provided the same is received (by the SAI) not later than 15 days prior to the prescribed original date of submission of bid.
- (ii) Any clarification issued by SAI in response to query (ies) raised by the prospective bidders shall form an integral part of bid document and it may amount to an amendment of the relevant clause(s) of the bid document.

11. Late bids

Any bid submitted after the specified date and time for submission of bids shall not be considered.

12. Bid format

The bidders are to furnish their bids as per the prescribed format at Section IV (C) and also as per the instructions incorporated in the bid document.

(D) PREPARATION OF BIDS

13. Documents comprising the bid

The two bid system, i.e. "Technical Bid" and "Financial Bid" prepared by the bidder shall comprise of the following:-

14. Technical Bid:

The Bidder shall submit the scanned copy of following documents along with company file while submitting the bid documents:-

- (i) Bid Security: Bid Security is to be furnished in accordance with clause 19 of ITB and bid submission as per form at **Section IV (A)**. Alternatively, documentary evidence for claiming exemption, if any, from payment of Earnest Money.
- (ii) Self-attested ID proof, address proof, Pan Card and a recent passport size colored photograph of authorized representative.
- (iii) Certificate of Incorporation, Articles and Memorandum of Association in case of companies/Partnership Deed and Registration of Partnership Firm in case of Firms/Any document proving ownership of proprietary firm.
- (iv) Documents mentioned in the qualification criteria as per **Section III (A)**.
- (v) "Performance Statement" as per perform in **Section III-B** along with relevant copies of orders and end users' satisfaction certificate.
- (vi) National Electronic Fund Transfer (NEFT Form) as per **Section IV- (E)** for payment in Indian Rupee.
- (vii) Certificate of Chartered Accountant showing annual turnover for the last three financial years (2015-16,2016-17,2017-18). Copies of Balance Sheet, Profit and Loss Account statement etc need not be enclosed.
- (viii) Income Tax returns filed for the last three financial years. (2015-16,2016-17,2017-18).
- (ix) Goods & Services Tax Registration Certificate
- (x) Valid PAN, ES, PF registration with codes, TIN (Tax Payer Identification Number)/TAN
- (xi) Valid license issued by Regional Labor Commissioner
- (xii) Undertaking by the bidder confirming availability of manpower of requisite, experience.
- (xiii) Registration certificates under Contract Labor Act, 1970.
- (xiv) License/ Registration from Food/ Health Department/ FSSAI and other authorities if any to run Canteen/Mess
- (xv) Registration No. and Certificates for Shops & Establishment Act of the respective state, if applicable.

Note-1: The bidding companies /firms /agencies are required to attest (self attestation) the scanned copies of documents, along with the bid, signed on each page with seal, to establish the bidders' eligibility and qualifications failing which their bid shall be summarily rejected and will not be considered. The bidders are responsible for what they attest and claim; if, later on, it is found that whatever has been attested by the bidder is not true/ correct, the company/ firm / agency of the bidder will render itself liable for punitive action including black- listing for purpose of procurement of any service (s), in addition to attracting penal provisions of the agreement.

Note-2: The bidders shall execute necessary instrument and documents required by SAI in relation to the bidding documents and shall adhere to all notification/amendments as may be issued by the SAI from time to time. All costs (including taxes, stamp duties and registration charges if any shall be borne by the bidders)

Note-3: The Technical bid shall not include any financial information. Such a bid shall be summarily rejected.

15. Financial Bid: - This should be uploaded online in the prescribed PDF format as per **Section IV (C)** of bid document.

- (i) The Bidder shall quote Licence fee in the price schedule provided under Section IV (C). All the columns shown in the price schedule should be filled up as required.
- (ii) The authorized signatory of the bidder must sign the bid, duly stamped at appropriate places with initial on all the remaining pages of the bid. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, SAI may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- (iii) No condition shall be attached to the Financial Bid. Conditional bids shall be summarily rejected.
- (iv) It is the responsibility of Bidder to go through the Bidding Document before offering rates as per price schedule.
- (v) All pages of the Bid should be page numbered and indexed.
- (vi) All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/ RTGS System. Bidders are required to fill and attach the NEFT Mandate Form attached as per Section-IV (E) along with their offers, if not already executed in SAI. Notification of Award will not be issued without NEFT Mandate Form

16. Firm Price

- (i) The licence fee quoted by the Bidder shall remain firm and fixed during the currency of the contract.

- (ii) Sales-tax/VAT (except GST), purchase tax, turnover tax or any other tax, if applicable in respect of this contract shall be payable by the bidder and SAI will not entertain any claim whatsoever in respect of the same. However, in respect of GST, if payable, same shall be paid by the bidder to the concerned department on demand and it will be reimbursed to him by the SAI after satisfying that it has been actually and genuinely paid by the bidder.

Note: Bidders are requested to upload the "Technical Bid" and "Financial Bid" having the above mentioned documents online in PDF format.

17. Alternative Bids are not allowed.

18. Documents establishing bidder's eligibility and qualifications

The bidder shall furnish, as part of its bid, relevant details and documents establishing its qualifications as stipulated in Section III of Tender Document to perform the contract.

19. Bid Security/Earnest Money Deposit (EMD)

- (i) The bidder shall furnish Bid Security for an amount as shown in the Clause 1 of Section I- IFB. The Bid Security is required to protect the SAI against the risk of the bidder's unwarranted conduct as explained under sub-clause 19 (vi) below. Non submission of Bid Security will be considered as major deviation and bid will not be considered
- (ii) In case, as per notification of Government of India, 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.
- (iii) The Bid Security shall be furnished in one of the following forms:
- Account Payee Demand Draft
 - Fixed Deposit Receipt
 - Banker's cheque
 - Bank Guarantee from any of the commercial banks (as per the format at **Section IV-D**)
- (iv) The Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee shall be drawn on any Commercial Bank in India, in favour of the "Regional Director, Sports Authority of India", payable at Sonapat. In case of Bank Guarantee, the same is to be obtained from any commercial bank in India as per the format specified under **Section IV (D)** of the Bid Document.
- (v) The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. The Bid Security shall be valid for 45 days from the date of opening of the Technical Bid.
- (vi) Earnest Money is required to protect the SAI against the risk of the bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or

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फैक्स: 011-26109002, 26109003

derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the SAI. The successful bidder's earnest money will be forfeited without prejudice to other rights of SAI if it fails to furnish the required performance security within the specified period.

- (vii) 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 SAI. Further, if successful bidder fails to furnish the required Performance Security and sign the contract / agreement within the period as specified by SAI in the Letter of Award (LoA), its Bid Security/EMD will be forfeited.

20. Bid Validity

- (i) The bid shall remain valid for acceptance for a period of **45** days after the date of bid opening, prescribed in the bid document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.
- (ii) In exceptional circumstances, SAI may request the bidders' consent to extend the validity of their bids up to a specified period. The bidders, who agree to extend the bid validity period are to extend the same in writing. However, they will not be permitted to modify their original bids during the extended bid validity period.
- (iii) In case, the day up to which the bids are to remain valid falls on a holiday or on a day declared as holiday or closed day for the SAI, the bid validity shall automatically be extended up to the next working day.

21. SAI's right to accept any bid and to reject any or all bids.

The SAI reserves the right to cancel the bidding process and reject all bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidders.

22. Signing of bids

- (i) The bidders shall submit their bids as per the instruction contained in ITB.
- (ii) The original and other copies of the tender shall either by 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. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the bid.
- (iii) The tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, of any shall be initialed by the same person(s) signing the tender. The tender 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 same shall be initialed by the person(s) signing the tender.

(E) SUBMISSION OF BIDS

23. Submission of bids

- (i) Bids should be submitted on line as per the instructions given for online submission under Section II (B).
- (ii) Bids must be received by the SAI not later than the date and time prescribed in the bid document.
- (iii) SAI, at his discretion, may extend the deadline for submission of bids by amending the bid document in accordance with clause 7 of ITB. In that case, all rights and obligations of the SAI and the bidders would automatically stand extended.
- (iv) Submission of more than one bid by the same bidder shall entail him for disqualification from participating in the bid process.

(F) BID OPENING

24. Opening of bids

- (i) The SAI will open the bids at the specified date, time and place as indicated in the IFB in **Section-I**. If due to administrative reasons the venue / date/ time of bid opening are changed, it will be displayed prominently in the notice board of the SAI and on the SAI's website.
- (ii) In case the specified date of bid opening falls on a holiday or is subsequently declared a holiday or closed day for the SAI, the bids will be opened at the appointed time and place on the next working day.
- (iii) Authorized representatives of the bidders, who have submitted bids on time may attend the bid opening provided they bring with them letters of authority from the corresponding bidders. Letter of authority for attending the bid opening meeting should be in the format placed at **Section IV (F)**.
- (iv) Two – bid system as mentioned in Para 13 above will be as follows:-
 - a) **Technical Bids** will be opened in the first instance, at the prescribed date and time as indicated in **Section –I (IFB)**. These bids shall be scrutinized and evaluated by the SAI with reference to parameters prescribed in the Bid Document. During the Technical bid opening, the bid opening official(s) will read the salient features of the bids like brief description of the items offered, delivery period, Bid Security and any other special features of the bids, as deemed fit by them.
 - b) **Financial Bids** of only the technically acceptable bids / offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical Bid. The prices, special discount if any offered etc., as deemed fit by bid opening official(s) will also be read out.

(G) SCRUTINY AND EVALUATION OF BIDS

25. Basic Principle

Bids will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the bidders in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders

26. Scrutiny of Tenders

- (i) The SAI will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- (ii) SAI will determine the responsiveness of each Tender to the TE Document without recourse to extrinsic evidence.
- (iii) The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.
- (iv) The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored:
 - a) Qualification Criteria not enclosed
 - b) Tender is unsigned.
 - c) Tender validity is shorter than the required period
 - d) Required EMD (Amount, validity etc.)/exemption documents have not been provided
 - e) Bidder has not agreed to give the required performance security.
 - f) Bidder has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
 - g) Poor/ unsatisfactory past performance.
 - h) Bidder has not quoted for the entire services as specified in the Scope of Work as well as in the Price Schedule.
 - i) Bidder has not complied with the requirement of Clauses of ITB.

27. Minor infirmity/irregularity/Non-conformity

If during the preliminary examination, the SAI find any minor infirmity and/ or irregularity and/ or non-conformity in a tender, the SAI will convey its observation on such 'minor' issues to the bidder by registered / speed post etc. asking the bidder to response by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

28. Discrepancies in Prices

- i) If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity & quality mentioned in menu), the unit price shall prevail and the total price corrected accordingly, unless the SAI feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- ii) If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected, and
- iii) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 33 of ITB.
- iv) If, as per the judgement of the SAI, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by registered/speed post. If the bidder does not agree to the observation of the SAI, the tender is liable to be ignored.

29. Qualification Criteria

Bids of the Bidders, who do not meet the required Qualification Criteria prescribed in Clause 13 of Section II A read with Section III (A), will be treated as non - responsive and will not be considered further.

30. Comparison of Bids and Award Criteria

- (i) The Contract shall be awarded to the responsive Bidder(s) who is Highest and who meets the laid down Qualification Criteria in the Bid documents.
- (ii) The SAI reserves the right to give the price preference/ Award preference as per the instruction in vogue while evaluating, comparing and ranking the responsive Bids. The Bidders claiming the same should enclose the concerned Notification of Govt. of India along with other relevant documents so as to establish their claim for such preferences.

31. Contacting the SAI

- (i) From the time of submission of tender to the time of awarding the contract, if a BIDDER needs to contact the SAI for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.
- (ii) In case a bidder attempts to influence the SAI in the SAI's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the SAI.

(H) AWARD OF CONTRACT

32. The SAI's Right to accept any tender and to reject any or all tenders

The SAI reserve the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder (s).

33. Notification of Award

- (i) The bidder whose bid has been accepted will be notified of the award by the SAI prior to the expiry of the bid validity period.
- (ii) Before expiry of the bid validity period, the SAI will notify the successful bidder in writing, by registered / speed post or by fax/ email that its bid for items, which have been selected by the SAI, also briefly indicating there-in, that the essential details like description and prices have been accepted. The successful bidder must furnish to the SAI the required Performance Security within 21 days from the date of dispatch 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 Clause 04 under **Section VI**.
- (iii) The Letter of Award (LOA) will state the sum that the SAI will pay to the successful bidder in consideration of the services to be provided by him.
- (iv) The details of award of work and name of the successful bidder shall be mentioned on the CPPP and also in the notice board/bulletin/website of SAI.
- (v) Notification of Award shall constitute the conclusion of the Contract.

34. Issue of Contract

- (i) Promptly after notification of award, the SAI will mail the Contract Agreement as per **Section VII (A)**, duly completed and signed, in duplicate, to the successful bidder by registered / speed post.
- (ii) The successful bidder shall return the original copy of the contract, duly signed and dated, to the SAI by registered/ speed post within 21 days from the date of issue of the contract.
- (iii) The SAI reserve the right to issue the Notification of Award consignee wise.

35. Annulment of Award

Failure of the successful bidder to comply with the requirement of signing an agreement with the SAI and furnishing Performance Security as per clause 04 of **Section VI** shall constitute sufficient ground for annulment of the award and forfeiture of bid security.

36. Cancellation of Bid/Contract

The SAI reserves the right to cancel the bid(s)/contract without assigning any reason. Before Annulment of contract, SAI will notify the service bidder giving a notice of 30 days.

37. Disqualification

SAI reserves the right to disqualify the bidder for a suitable period who fails to provide the services in time.

38. Non-receipt of Performance Security and Contract by the SAI

Failure of the successful Bidder in providing Performance Security and / or returning contract copy duly signed in terms of ITB shall make the Bidder liable for forfeiture of its bid security and, also, for further actions by the SAI against it including termination on default and other administrative actions as deemed fit by the SAI.

39. Corrupt or fraudulent practices

- (i) It is required by all concerned namely the Service provider/SAI to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SAI:
 - 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 SAI 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
 - c) The SAI reserves the right not to conclude the contract and in case contract has been issued, terminate the same, if found to be obtained by any misrepresentation, concealment and suppression of material facts by the bidder. In addition, Bid Security/ Performance Security (as the case may be) deposited by the bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment and suppression of material facts shall be initiated.

40. Conflict of Interest among bidders/agents

- (i) A bidder shall not have conflict of interest with others bidders. Such conflict of interest can lead to anti competitive practices to the detriment of SAI's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process if:
 - a) they have controlling partner (s) in common; or

- b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- e) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assemblies from one bidding manufacturer in more than one bid.

राज्यीय सेवा प्रविष्टि
जिला कार्यालय, जिला, राज्या
मुंबई, महाराष्ट्र (भारत)

SECTION – II (B)

INSTRUCTIONS FOR ONLINE BID SUBMISSION

1. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in//eprocure/app>.

2. REGISTRATION

- (i). Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in//eprocure/app>) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- (ii). As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iii). Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- (iv). Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/TCS/nCode/eMudhra etc.), with their profile.
- (v). Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- (vi). Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

3. SEARCHING FOR TENDER DOCUMENTS

- (i). There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc, to search for a tender published on the CPP Portal.
- (ii). Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- (iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the helpdesk.

4. PREPARATION OF BIDS

- (i) Bidder should take into account corrigendum published on the tender document before submitting their bids.
- (ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- (iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

5. SUBMISSION OF BIDS

- (i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (ii) The bidder has to digitally sign and upload the required bid documents one by one as indicate in the tender document.
- (iii) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- (iv) Bidder should prepare the EMD as per the instruction specified in the tender document. The original should be **posted/couriered/given** in person to the concerned official latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (v) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission on the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- (vi) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (vii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (viii) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.
- (ix) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

6. ASSISTANCE TO BIDDERS

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender.
- (ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The Contract number for the helpdesk is 1800 3072 2232.

भारतीय रेल प्राधिकरण
उपरोक्त कार्यालय
जोगी जेठान, जे.टी. रोड,
बहालगाव, सोनीपत (हरियाणा)

SECTION – III (A) QUALIFICATION CRITERIA

Bid Reference No. _____

Dated: _____

The bidder must satisfy the following eligibility criteria

Sl No.	Criteria	Documentary Evidence Required
1.	The bidder must be a company/firm/sole proprietor registered in India for the last five years as on the bid submission date.	Enclose copy of certificate of incorporation/registration issued by relevant authority in India.
2.	Bidder must have annual average turnover of Rs. 1.20 Crore in last three financial years viz 2015-16, 2016-17 & 2017-18 on account of catering services preferably from Centre Govt., State Govt., PSUs and autonomous Bodies.	Statutory Auditor's Certificate that provides the information explicitly as per the criteria. Statutory Auditor's Certificate is mandatory. Providing Balance Sheet or Financial Statements is not sufficient for this requirement.
3.	The bidder must have completed satisfactorily one order of providing Mess services of at least 80% of the estimated cost of 04.00 Crore i.e. 03.20 Crore (rounded to nearest Rs. 1 lac). Or At least two orders each of value not less than 60% of estimated cost of 04.00 Crore i.e. 02.40 Crore. Or At least three orders each of value not less than 40% of estimated cost of 04.00 Crore i.e. 01.60 Crore in the last seven years to government departments/ autonomous bodies/ PSUs/	The requisite order (s) along with satisfactory completion certificates issued by relevant authority not less than the rank of Section Officer.
4.	The bidders should not have been debarred/blacklisted by any state/central government/PSUs	Enclose blacklisting declaration in the format given in Section IV (I)
5.	The bidder should have a valid GST No. or should have registered under GST.	Enclose copy of GST registration certificate.

भारतीय रेल्वे प्रशासन
जनरल प्रोबिशन ऑफिस
कॉन्ट्रोलिंग, कोलकाता (दिल्ली/गुवाहाटी)

SECTION - III (B)

PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last three years)

Bid Reference No. _____
Date of opening _____
Name and address of the Bidder _____
Name and address of the department where worked: _____

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

Signature and seal of the Bidder

Note:

SAI reserves the right to ask the bidder to furnish copies of orders and satisfactory completion certificate in respect of works detailed in above statement

भारतीय सेवा आयोग
एन.टी. रोड, नया दिल्ली
आर.टी. रोड, नया दिल्ली
पुणे, महाराष्ट्र (दिल्ली)

SECTION – III (C)
SELECTION CRITERIA

1. Authority reserves the right to accept or reject any or all bids without assigning any reasons.
2. Authority also reserves the right to reject any bid (including the highest one) which in its opinion is not responsive or violating any of the conditions/ specifications or which is found to be adopting unethical business practices; without bearing any liability or any loss whatsoever it may cause to the bidder in the process.
3. Technical bids will be evaluated as per qualification criteria given in Section III (Qualification Criteria & Performance Statement) read with Para 13 of Section II (ITB) of the tender documents.
4. Technical bids of only those bidders who have submitted Bid Security as per terms of NIT will be opened.
5. The successful bidder will be the one who emerges **H_L** out of responsive bids. In case, the two or more firms offer the same rates, successful bidders will be the one whose turnover is higher than the other competitor (s).

भारतीय रेल अडिक्लर
उत्तरी क्षेत्र
जोधा बाजार, दिल्ली-110002
बहालवार, अतिरिक्त (सहायक)

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 _____ (Description of 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 04, in Section - VI for due performance of the contract.

We agree to keep our Bid valid for acceptance for _____ 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 provide qualified workers as indicated in the Tender Documents for Mess Catering Work as per terms & conditions of the tender documents.

We also agree to submit the bill on monthly basis and accept for making payment to the workers as per the Minimum Wages notified by the Government.

We agree to the compliance of applicable Labour & other Laws in force.

We agree that all other payments like payment under Workmen Compensation Act etc shall be borne & payable by us.

We agree to keep the SAI indemnified of any claim/damages, if any that SAI may have to pay with respect to the service and the deployment of any of our workers for SAI's work.

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

We confirm that there is no case pending with the police or any other investigating agency (ies) against the proprietor/firm/partner or the company.

We confirm that no near relative of ours is an employee in SAI who is connected with the award and executive of the contract.

We confirm that we are competent to contract and we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

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

भारतीय नौका प्राधिकरण
काठमाडौं, नेपाल
काठमाडौं, नेपाल (प्रशासन)

SECTION – IV

(B) Form for Power of Attorney

Know all men by these presents, we, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms. (Name), 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 "Attorney") 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 bid for the (Name of Mandate) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidder's and other conferences and providing information/responses to Sports Authority of India (hereinafter referred to as "Purchaser"), representing us in all matters before Purchaser, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with Purchaser in all matters in connection with or relating to or arising out of our bid for the said Tender and /or till the entering into the Contract with Purchaser.

AND we hereby agree to ratify and confirm and do hereby all acts, deeds and things lawfully done or caused to be done by our said Attorney 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 Attorney 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 PRINCIPALS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ___ DAY OF 2019

For _____

(Signature)

(Name, Title, and Address) Witnesses:

- 1.
- 2.

Accepted (Notarized)

(Signature)

(Name, Title and Address of the Attorney)

भारतीय खेल प्राधिकरण
जानकी मेमोरियल स्टेडियम
वाराणसी, उत्तर प्रदेश
दस्तावेज संख्या: 10/2019

Section IV
(C) Price Schedule Form
(To be utilized by the bidders for quoting their prices)

Bid Particulars for Tender No.

Open Tender Enquiry for running Mess for STC, COE, National Coaching Camps and Khelo India Academy trainees at SAI NRC, Sonapat .

1. **Name of Bidder :**
2. **Address of Bidder :**
3. **Monthly Infrastructure usage charges (License Fees):**

S.No	Mess Facility/ Name of Hostel	Monthly Infrastructure usage charges (License Fees) In Rs.
1.	K.D. Jadhav (200 Bedded) Hostel for National Coaching Camps	
2.	Guru Hanuman (90 Bedded) Hostel for Khelo India Academy	
3.	STC/ COE (90 Bedded) Hostel	
4.	100 Bedded Newly Constructed Hostel for National Coaching Camps	
	Grand Total	

Grand Total in Figure: Rs. _____

Grand Total in Words: Rs. _____

This is certify that I/we have studied site, read and understood all clauses of the tender in case of award of contract I/we undertake to abide by all terms and conditions mentioned in the same.

(Signature of bidder or his authorized signatory with seal)

Telephone No.....

Fax No.

E-mail.

Website:.....

Note:-

1. Successful bidder shall be the one who emerges H-1 (Highest License Fees) in Grand Total.
2. Electricity Charges will be charged on the basis of Sub- Meter Reading on monthly basis provide at Site.
3. GST charges will be reimbursed on production of the Bills.

भारतीय खेल प्राधिकरण
एन.टी. रोड, दिल्ली
एन.टी. रोड, दिल्ली, भारत
दिल्ली-110002 (फोन: 26100000)

SECTION – IV

(D) BANK GUARANTEE FORM FOR BID SECURITY

Whereas _____ (hereinafter called the "Bidder") has submitted its quotation dated _____ for the service of _____ (hereinafter called the "Bid") against the Sports Authority of India's Bid Reference No. _____ Know all persons by these presents that we _____ of _____ (Hereinafter called the "Bank") having our registered office at _____ are bound unto _____ (hereinafter called the "Sports Authority of India") in the sum of _____ for which payment will and truly to be made to the said Sports Authority of India, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____. The conditions of this obligation are:

- 1) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this Bid.
- 2) If the Bidder having been notified of the acceptance of his Bid by the Sports Authority of India during the period of its validity:-
 - a. Fails or refuses to furnish the performance security for the due performance of the contract.
 - Or
 - b. Fails or refuses to accept/execute the contract.

We undertake to pay the Sports Authority of India up to the above amount upon receipt of its first written demand, without the Sports Authority of India having to substantiate its demand, provided that in its demand the Sports Authority of India will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty-five days after the period of Bid validity of 180 days i.e. for 225 days (180 days + 45 days) from the date of Bid Opening and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorised officer of the Bank)
Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

भारतीय खेल प्राधिकरण
प्रतिष्ठान कर्म
जवाहर भवन, सी.टी. रोड,
वटवारा, रायपुर (छत्तीसगढ़)

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

From: M/s.

Date:

To

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 MANDATE 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

SECTION - IV

(F) LETTER OF AUTHORISATION FOR ATTENDING BID OPENING MEETING

Tender No. -----

Subject : Authorisation for attending bid opening on ----- (date) in the tender of -----

Following persons are hereby authorised to attend the bid opening for the tender mentioned above on behalf of ----- (bidder) in order of preference given below.

Order of Preference	Name	Specimen
Signature		
1.		
2.		

Alternate Representative

Signatures of bidder

Or

Officer authorised to sign the bid documents on behalf of the bidder.

Note:

1. *Maximum of two representatives will be permitted to attend bid opening. In case where it is restricted to one, first preference will be allowed. Alternate representatives will be permitted when regular representative are not able to attend.*
2. *Permission for entry to the hall where bids are opened may be refused in case authorisation as prescribed above is not furnished.*

भारतीय रोज़गार आयोग
जोडी बाजार, कोटा, राजस्थान
कलकत्ता: 700 009 (एड्रेस-ऑफिस)

SECTION IV

(G) DISCLOSURE OF CONFLICT OF INTEREST

It is hereby disclosed that we have not any conflict of interest with others bidders in terms of conditions stipulated in clause No. 40 of Section II- A of Tender Document. If this disclosure is found wrong later on, we are liable for punitive action as per terms of the agreement.

(Authorized Signatory)

Stamp

भारतीय रेल प्राधिकरण
जलरी घोड़ा रोड
जोशी रोड, जोशी रोड,
बदलगाँव, सोनीपुर (बिहार)

SECTION IV
(H) DISCLOSURE OF CODE OF INTEGRITY

It is hereby disclosed that we _____ shall not act in contravention of the codes as under:-

1. Prohibition of:-

- i) Making offer either directly or indirectly in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- ii) Any omission, or misrepresentation that may mislead or attempt to mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- iii) Any collusion, bid rigging or anti competitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
- iv) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- v) Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.
- vi) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- vii) Obstruction of any investigation or auditing of a procurement process.
- viii) Making false declaration or providing false information for participation in a tender process or to secure a contract.

2. It is also disclosed that no previous transgressions have been made in respect of the provisions of Sub Clause (i) of Rule 175 of GFR with any entity in any country during the last three year or of being debarred by any other procuring entity.

(Authorized Signatory)

Stamp

भारतीय शैल समितिकरण
राज्यीय शैलीय प्रोडक्ट
जम्मो शैलीय, राज्तीय प्रोडक्ट,
बडालगढ़, जम्मोका (शैलीय)

SECTION IV
(I) AFFIDAVIT/UNDERTAKING

I/ We have read and understood the instructions and the terms and conditions contained in the document. I/We accordingly accept all terms and conditions of the tender enquiry document including the essential conditions specially incorporated in the tender enquiry like terms of terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law. I/ We confirm that we do not stand deregistered/debarred/banned/blacklisted by any Govt. Authorities. I/ We do hereby declare that the information furnished/ uploaded is correct to the best of my/our knowledge and belief. I/We hereby certify that the prices offered by us in this tender is not higher than the prices we had offered to any other Govt. of India Organisation (s)/PSU(s) during the last one year and shall provide the justification for reasonableness of our offered price whenever asked during evaluation of our submitted bid. I/ We also hereby certify that if at any time, information furnished by us is proved to be false or incorrect; I/ We are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

Date:

(Signature of the bidder)

NAME & ADDRESS OF THE
BIDDER

NOTE: To be submitted on non-judicial stamp paper of Rs. 10/- duly certified by Public Notary

भारतीय होम प्रतियोगिता
जयपुर
जयपुर जिला प्रशासन,
संसदीय, जयपुर (राजस्थान)

SECTION V (SCOPE OF WORK)

Menu of items to be served in Mess as per SAI policy, indicating the cost per person/ per day, by the caterer as per the details given below:-

STC- Scheme:- Rs. 225/- per head/ per day for STC- Trainees + 10% over head charges
(Menu attached at Annexure- I)

COE- Scheme:- (i) Rs. 300/- per head/ per day for non power trainees (Menu attached at Annexure- II)

(ii) Rs. 350/- per head/ per day for power sports trainees (Menu attached at Annexure- III)

(iii) Rs. 450/- per head/ per day for Jr. & Sub Jr. National Trainees/ Campers (Menu attached at Annexure- IV)

Note:- 10% overhead charges will be paid extra under COE- Scheme

National Coaching :- (i) Rs. 480/- per head/ per day for Jr./Cadet National Campers (Menu attached at Annexure- V)

(ii) Rs. 690/- per head/ per day for Sr. National Campers (Menu attached at Annexure- VI)

Khelo India Academies:- Rs. 480/- per head/ per day for Khelo India Academies. (Menu attached at Annexure- VII)

भारतीय खेल प्राधिकरण
उपरोधी योजनाएं
संरक्षित, पी. ए. ३००,
वायसमार्ग, लोदीवा (दिल्ली)

Price And Quantity Of Food Commodities For STC (225/-)

S.No.	Food Items	Brand And Price Name	Quantity	Price
1.	Biscuits	Parle G- small pkt= 5/-	1 small pkt	5.00
2.	Milk	Amul Tonned 1kg=42.00/-	1000ml	42.0
3.	Sugar	1kg =35	20g	0.70
4.	Jam	Kissan 500g=124.9	20g	4.99
5.	Butter	Amul- 100g = 44.6	5g	2.23
6.	Honey	Patanjali-500g=135	10g	2.70
7.	Brown Bread slices	Britania 500g=30/-	90 g (Approx)	5.40
8.	Dalia	Rajdhani -1kg=34/-	50g	1.70
9.	White Paneer	Local mkt 1kg=200/-	100g	20.0
10.	Soypaneer	1000g=160/-	50g	8.00
11.	Eggs	30 eggs =123/-	2 nos.	8.20
12.	Banana	Local mkt 12= 49 /-	2 nos.	8.16
13.	Wheat flour	Ashirwad 1kg=52/-	200g	5.20
14.	Rice	India gate basmati 1kg=70/-	100g	7.00
15.	Dhal	1kg(Approx all) =85/-	100g	8.50
16.	Vegetables (starchy/ non starchy)	Local mkt 1kg=40/-	200g	10.00
17.	Chicken	Local mkt 1kg=150/-	200g	30.0
18.	Ice cream/Desert	Amul 1 cup=20/	100g	20.0
19.	Spices and condiments	As desired	Approx 5 g/day	2.83
20.	Yoghurt	Kitchen made 45kg=2000/-	200g	8.88
21.	Oil	Fortune 15 lt=1400/-	25 ml	2.33
22.	Juice	Real 1 pkt	200ml	20.0
23.	Lemonwater	Kitchen made	250 ml	1.18
	Total			225/-

राष्ट्रीय सेवा प्राधिकरण
राज्य सेवा प्राधिकरण
राज्य सेवा प्राधिकरण
राज्य सेवा प्राधिकरण

Price And Quantity Of Food Commodities For COE (Non Power - 300/-)

S.No.	Food Items	Brand And Price Name	Quantity	Price
1.	Biscuits	Fibre biscuits small pkt= 5/-	1 small pkt	05.00
2.	Milk	Amul FC.1kg=52.00/-	1000ml	52.00
3.	Sugar	1kg =35	20g	00.70
4.	Jam	Kissan 500g=124.9	20g	04.99
5.	Butter	Amul- 100g = 44.6	10g	04.46
6.	Honey	Patanjali-500g=135	10g	02.70
7.	Brown Bread slices	Britania 500g=30/-	90 g (Approx)	05.40
8.	Dalia	Rajdhani -1kg=34/-	50g	01.70
9.	White Paneer	Local mkt 1kg=200/-	150g	30.00
10.	Soypaneer	1000g=160/-	80g	12.80
11.	Eggs	30 eggs =123/-	2 nos.	08.20
12.	Banana	Local mkt 12= 49 /-	2 nos.	08.16
13.	Wheat flour	Ashirwad 1kg=52/-	200g	05.20
14.	Rice	India gate basmati 1kg=77/-	100g	07.70
15.	Dhal	1kg(Approx all) =85/-	100g	08.50
16.	Vegetables (starchy/ non starchy)	Local mkt 1kg=50/-	300g	15.00
17.	Chicken	Local mkt 1kg=150/-	200g	30.00
18.	Ice cream/Desert	Amul 1 cup=20/	100g	20.00
19.	Spices and condiments	As desired	Approx 5 -8 g/day	03.46
20.	Yoghurt	Kitchen made 45kg=2000/-	200g	08.88
21.	Seasonal fruit	Local market	1	20.00
22.	Oil	Fortune 15 lt=1400/-	30 ml	02.79
23.	Juice	Real 1 pkt	400ml	40.00
24.	Lemonwater	Kitchen made	500 ml	02.36
	Total			300/-

भारतीय-बीज विज्ञान संस्थान
राजसूरी, जयपुर-302002
जयपुरी विद्यापीठ, जयपुर,
राजसूरी-302002

Price And Quantity Of Food Commodities For COE (Power -350/-)

S.No.	Food Items	Brand And Price Name	Quantity	Price
1.	Biscuits	Fibre biscuits small pkt= 5/-	1 small pkt	05.00
2.	Milk	Amul FC.1kg=52.00/-	1000ml	52.00
3.	Sugar	1kg =35	30g	01.05
4.	Jam	Kissan 500g=124.9	30g	07.49
5.	Butter	Amul- 100g = 44.6	30g	13.38
6.	Honey	Patanjali-500g=135	30g	02.70
7.	Brown Bread slices	Britania 500g=30/-	90 g (Approx)	08.10
8.	Dalia	Rajdhani -1kg=34/-	50g	01.70
9.	White Paneer	Local mkt 1kg=200/-	150g	30.00
10.	Soypaneer	1000g=160/-	80g	12.80
11.	Eggs	30 eggs =123/-	4 nos.	16.40
12.	Banana	Local mkt 12= 49 /-	4 nos.	16.32
13.	Wheat flour	Ashirwad 1kg=52/-	200g	05.20
14.	Rice	India gate basmati 1kg=77/-	100g	07.70
15.	Dhal	1kg(Approx all) =85/-	150g	12.75
16.	Vegetables (starchy/ non starchy)	Local mkt 1kg=50/-	300g	15.00
17.	Chicken	Local mkt 1kg=150/-	300g	45.00
18.	Ice cream/Desert	Amul 1 cup=20/	100g	20.00
19.	Spices and condiments	As desired	5 -7 g/day (Approx)	03.38
20.	Yoghurt	Kitchen made 45kg=2000/-	200g	08.88
21.	Seasonal fruit.	Local market	1	20.00
22.	Oil	Fortune 15 lt=1400/-	30 ml (Approx)	02.79
23.	Juice	Real 1 pkt	400ml	40.00
24.	Lemonwater	Kitchen made	500 ml	02.36
	Total			350/-

भारतीय खाद्य प्रविष्टि नियंत्रण
संस्थान, दिल्ली
राज्यीय प्रविष्टि नियंत्रण संस्थान,
बिहार, मुंगेर (अ.प्र.वि.सं.)

ANNEXURE- IV**Price And Quantity Of Food Commodities For COE (National Campers -450/-)**

S.NO	Food Items	Brand And Price Name	Quantity	Price
1	Milk	Amul FC 1kg=52.00	1 lt	52.00
2	Coffee	Bru 50g=85	5g	08.50
3	Sugar	1kg =35	30g	01.05
4	Jam	Kissan 500g=125	30g	07.50
5	Butter	Amul- 100g = 44.6	30g	13.40
6	Honey	Patanjali-500g=135	30g	08.10
7	Bread slices	Britania BB, 600g=30	6 pcs	09.00
8	Cornflakes/ fruits and nuts muesli	500g=221/-	100g	27.00
9	Dalia	Patanjali -500g=22/-	50g	02.20
10	White Paneer/Soypaneer	Local mkt 1kg=210/-	200g	42.00
12	Eggs	30eggs =123	4	16.40
13	Banana	Local mkt 12=49	4	16.32
14	Seasonal fruit	Local market	1	20.00
15	Wheat flour	Ashirwad 1kg=52/-	300g	15.60
16	Rice	India gate basmati 1kg=77/-	200g	15.40
17	Dhal	1kg(Approx all) =85/-	150g	13.50
18	Vegetables (starchy/ non starchy)	Local mkt 1kg=55/-	400g	22.00
19	Chicken	Local mkt1kg=150/-	300g	45.00
21	Yoghurt	Kitchen made 45 kg=2000/-	300g	13.33
22	Ice cream/Desert	Amul any	1pc	30.00
23	Green tea	25teabags=140/-	1pc	05.60
24	Evening snacks (muffin/ sooji rusks/ nut cracker/ diet mixture)	50-60g	1pc	14.76
25	Oil	Patanjali Rice bran oil (physical processed oil) 1lt=105	30-40 ml Approx	03.98
26	Spices and condiments	As desired (approximate)	5 - 10g/day	05.00
27	Real Juice	200ml=20/-	400ml	40.00
28	Lemon juice	As per desired (approx= 500ml)	500ml	02.36
	TOTAL			450/-

भारतीय खेल प्राधिकरण
 राष्ट्रीय खेल केंद्र
 जोशी भवन, नवी मुंबई
 महाराष्ट्र, भारत (पुणे)

Price And Quantity Of Food Commodities For Jr./ Cadet National Campers (480/-)

S.NO	Food Items	Brand And Price Name	Quantity	Price
1	Milk	Amul FC 1kg=52.00	1 lt	52.00
2	Coffee	Bru 50g=85	5g	08.50
3	Sugar	1kg =35	30g	01.05
4	Jam	Kissan 500g=125	30g	07.50
5	Butter	Amul- 100g = 44.6	30g	13.40
6	Honey	Patanjali-500g=135	30g	08.10
7	Bread slices	Britania BB, 600g=30	6 pcs	09.00
8	Cornflakes/ fruits and nuts muesli	500g=221/-	100g	27.00
9	Dalia	Patanjali -500g=22/-	50g	02.20
10	White Paneer/Soypaneer	Local mkt 1kg=210/-	180g	37.80
11	Eggs	30eggs =123	4	16.40
12	Banana	Local mkt 12=49	4	16.32
13	Seasonal fruit	Local market	1	20.00
14	Wheat flour	Ashirwad 1kg=52/-	250g	13.00
15	Rice	India gate basmati 1kg=77/-	200g	15.40
16	Dhal	1kg(Approx all) =85/-	200g	17.00
17	Vegetables (starchy/ non starchy)	Local mkt 1kg=55/-	350g	19.25
18	Chicken/fish/mutton	Local mkt 1kg=280/-	300g	84.00
19	Yoghurt	Kitchen made 45 kg=2000/-	500g	22.22
20	Ice cream/Desert	Amul any	1pc	20.00
21	Greentea	25teabags=140/-	1pc	05.60
22	Evening snacks (any healthy one)	50-60g	1pc	12.92
23	Oil	Patanjali Rice bran oil (physical processed oil) 1lt=105	30-40 ml	03.98
24	Spices and condiments	As desired (approximate)	5 -10g/day	05.00
25	Real Juice	200ml=20/-	400ml	40.00
26	Lemon juice	As per desired (approx= 500ml)	500ml	02.36
	TOTAL			480/-

भारतीय खेल प्रशिक्षण
संस्थान, दिल्ली
राज्यीय स्तर पर
दस्तावेज, 2022-23 (अनुसूची)

Price And Quantity Of Food Commodities For National Coaching Camp (690/-)

S.NO	Food Items	Brand And Price Name	Quantity	Price
1	Milk	Amul FC 1kg=52.00	1 lt	52.00
2	Coffee	Bru 50g=85	5g	08.50
3	Sugar	1kg=35	50g	01.75
4	Jam	Kissan 500g=125	30g	07.50
5	Butter	Amul- 100g = 44.6	30g	13.40
6	Honey	Patanjali-500g=135	30g	08.10
7	Bread slices	Britania BB, 600g=30	6 pcs	09.00
8	Cornflakes/ fruits and nuts muesli	500g=221/-	50g	22.10
9	Dalia	Patanjali -500g=22/-	50g	02.20
10	White Paneer/Soypaneer	Local mkt 1kg=210/-	150g	31.50
11	Eggs	30eggs =123	4	16.40
12	Banana	Local mkt 12=49	4	16.32
13	Seasonal fruit	Local market	2	45.00
14	Wheat flour	Ashirwad 1kg=52/-	250g	13.00
15	Rice	India gate basmati 1kg=77/-	200g	15.40
16	Dhal	1kg(Approx all) =85/-	150g	13.50
17	Vegetables (starchy/ non starchy)	Local mkt 1kg=55/-	500g	25.00
18	Chicken/fish/mutton	Local mkt 1kg=280/-	500g	122.50
19	Yoghurt	Kitchen made 45 kg=2000/-	500g	22.22
20	Ice cream/Desert	Amul any	1pc	20.00
21	Fruit yoghurt	Mother dairy	1pc	30.00
22	Greentea	25teabags=140/-	1pc	05.60
23	Evening snacks (muffin/sooji rusks/nut cracker/diet mixture)	50-60g	1pc	13.12
24	Oil	Patanjali Rice bran oil (physical processed oil) 1lt=105	40 ml	04.20
25	Spices and condiments	As desired (approximate)	5 - 10g/day	04.19
26	Real Juice	200ml=20/-	600ml	60.00
27	Dry fruits	Almonds 1kg=850	100g	85.00
28	Chocolate	Cadbury	1 pc	20.00
29	Lemon juice	As per desired (approx= 500ml)	500ml	02.50
	TOTAL			690/-

Price And Quantity Of Food Commodities For Khelo India Academy(480/-)

S.NO	Food Items	Brand And Price Name	Quantity	Price
1	Milk	Amul FC 1kg=52.00	1 lt	52.00
2	Coffee	Bru 50g=85	5g	08.50
3	Sugar	1kg =35	30g	01.05
4	Jam	Kissan 500g=125	30g	07.50
5	Butter	Amul- 100g = 44.6	30g	13.40
6	Honey	Patanjali-500g=135	30g	08.10
7	Bread slices	Britania BB, 600g=30	6 pcs	09.00
8	Cornflakes/ fruits and nuts muesli	500g=221/-	100g	27.00
9	Dalia	Patanjali -500g=22/-	50g	02.20
10	White Paneer/Soypaneer	Local mkt 1kg=210/-	180g	37.80
11	Eggs	30eggs =123	4	16.40
12	Banana	Local mkt 12=49	4	16.32
13	Seasonal fruit	Local market	1	20.00
14	Wheat flour	Ashirwad 1kg=52/-	250g	13.00
15	Rice	India gate basmati 1kg=77/-	200g	15.40
16	Dhal	1kg(Approx all) =85/-	200g	17.00
17	Vegetables (starchy/ non starchy)	Local mkt 1kg=55/-	350g	19.25
18	Chicken/fish/mutton	Local mkt 1kg=280/-	300g	84.00
19	Yoghurt	Kitchen made 45 kg=2000/-	500g	22.22
20	Ice cream/Desert	Amul any	1pc	20.00
21	Greentea	25teabags=140/-	1pc	05.60
22	Evening snacks (any healthy one)	50-60g	1pc	12.92
23	Oil	Patanjali Rice bran oil (physical processed oil) 1lt=105	30-35 ml (Approx)	3.98
24	Spices and condiments	As desired (approximate)	5 -10g/day	05.00
25	Real Juice	200ml=20/-	400ml	40.00
26	Lemon juice	As per desired (approx= 500ml)	500ml	02.36
	TOTAL			480/-

भारतीय खेल आयोग
 राष्ट्रीय खेल आयोग
 खेल आयोग, खेल विभाग,
 बडोदा, गुजरात (भारत)

**SECTION VI
GENERAL CONDITIONS OF CONTRACT**

1. The contract shall be for a period of one year.
2. 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 menu is enclosed as Annexure I.
3. **TENTATIVE MESS TIMINGS**

Bed Tea	:	_____
Breakfast	:	_____
Lunch	:	_____
Evening Snacks	:	_____
Dinner	:	_____
Bed Time	:	_____
4. The successful bidder is required to deposit Performance Security for an amount of Rs. 20.00 Lakhs within stipulated time. The security deposit can be in the form of Account Payee Demand Draft or Fixed Deposit Receipt from a commercial bank, Bank Guarantee from a commercial bank in an acceptable form safeguarding SAI's interest in all respects. The Performance Security should remain valid for sixty days beyond expiry date of the contract.
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).
7. If dispute or difference of any kind shall arise between the contractor & the SAI in connection with or relating to the Contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
8. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the party 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 parties 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 Director General (Sports Authority of India). The award of the arbitrator will be final and binding on the parties to the Contract.

9. **Venue of Arbitration:** The venue of arbitration shall be the place from where the Contract has been issued.
10. The Court of Sonepat will have the exclusive jurisdiction to try the disputes.
11. The Contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.
12. **Statutory requirement/obligation:** All statutory rules, like Minimum wages as per Central Government Rule (EPF) Act, ESI Act etc., as applicable for engagement of labors on daily wage are to be followed strictly as per Government norms.
13. 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.
14. 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.
15. The contractor shall not appoint any sub-contractor to carry out any obligation under this Contract.
16. The contractor shall vacate the premises with all features, furniture etc., which are institute properties in good condition on expiry/ termination of the contract.
17. The contractor shall not make or permit any construction or structural alteration or additional fitting inside the premises of the work place without prior written approval of the authorities.
18. The security deposit will be returned two months after the end of the contract period without interest if there are no pending issues against the contractor.
19. Three months notice is required from the contractor for the termination of the contract service if such a condition arises during the contract period.
20. 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 Authority is empowered to impose penalty as stipulated in the tender document. If lapses occur repeatedly, SAI shall have an authority to terminate the contract after issuing a show cause notice. Decision of SAI on such termination is final so far as the food quality / mess management is concerned.
21. In case of unsatisfactory performance / any dispute whatsoever / labor dispute, emergency condition or any other reason as deemed fit by SAI, the contract can be cancelled at the sole discretion of SAI.
22. 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.

23. Not following in charge's suggestions / instructions in execution of the contract shall be considered as violation of terms and conditions of contract and shall invite penalty for the same as mentioned in Annexure VIII.
24. The mess utensils are to be cleaned with hot water using detergent powder/soap after every meal.
25. 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, claim, if any etc 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).
26. The Contractor shall use only branded raw materials and best quality for preparing the food. Brands, for the sake of illustration, 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 or will be called for from the defaulter, if no payment is due.

MESS ITEM BRAND/MANUFACTURER IS ATTACHED AS A ANNEXURE- I TO VII IN THE SCOPE OF WORK

(to be mentioned by the Center)

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.

27. 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.
28. 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 accordingly.
29. Monthly payment to the contractor will be made after receipt of bill from the agency duly certified by designated authority, enclosing therewith certified copies of all documents / statements, taxes paid for the period.
30. No extra payment will be made against VAT, Service tax or any other tax. However, statutory variations, if enforced after submission of the offer & if otherwise admissible will be reimbursed on production of paid challans etc.
31. Contractor will collect the guest charges directly from the guests as per the tariff approved by SAI.

32. 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 or under any other emergency, the Contractor should intimate immediately to the In-charge of the mess work.
33. 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.
34. Mess Contractor or his representative manager is required to remain present in the mess when the food is served in the mess.
35. Smoking, consuming gutka, tobacco, drinking liquor etc is strictly prohibited in the Institute premises.
36. Storage / consumption of any alcoholic drink / liquor are strictly prohibited. The contractor shall not serve any of such substance / drink in mess / hostel.
37. Employment of child labour (as per norms) & persons above 60 years of age is totally prohibited. It is the responsibility of the Contractor to comply with all formalities of labour office including obtaining necessary labour license.
38. The employees of the contractor should wear uniform along with a name tag.
39. All expenses related to the functioning of the employees engaged by the Contractor shall be in the scope of the Contractor.
40. The Contractor is solely responsible for the payment of Minimum wages as per Central Government Rule for their employees as per the Government norms and deductions towards E.P.F. and E.S.I.
41. Payment of bills shall be released only if it is accompanied by the proof of the following:-
 - i) Attendance sheet, preferably biometric of the beneficiaries certified by SAI's authorized representative
 - ii) Proof of purchase of dry ration used in preparation of food and other items as per menu
 - iii) Undertaking from the agency to the effect that he has paid minimum wages including VDA as admissible to the workers employed by him for the work under Agreement and also undertaking to the effect that he has paid EPF, ESIC, Bonus etc as admissible as per rules to the respective authorities/workers.
 - iv) Any other documents/records as required by the Tender Inviting Authority.

42. 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.
43. The persons employed by the agency should not have any adverse police records/criminal cases against them. The agency should get Police verifications of the personnel to be engaged.
44. Persons who have prior experience in cooking and catering services should be deployed by the agency.
45. SAI reserves the right to reject any/all the tender without assigning any reason thereof.

भारतीय सैन्य प्रशिक्षण
खास गैर-सैन्य सेवाएँ
जननी भवन, 200, 201
एसाफाद, बानास कान्हाजी

PENALTY

Failure to supply food in terms of quality, quantity and as per the menu indicated in **Section V** 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 10% of the bill 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 20% of bill for each occasion will be imposed.
- c) Kitchen should be kept clean. If it is not kept clean, a fine of Rs. 3,000/- for each occasion will be imposed.
- d) For damages caused by the contractor to the kitchen equipments, vessels and other items, if any supplied by the licensor, **twice** the current cost of the equipment will be recovered.
- e) Any complaint of insects found in any food item would invite a fine of 20% of the bill on the contractor.
- f) Any complaint of soft objects like rope, soft plastic, cloth etc in food will attract a fine of 10% of bill per complaint
- g) Any complaint of stones / pebbles will attract a penalty on the contractor which can range between Rs 2,000/- 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. 10,000/- on the contractor.
- i) If mess committee agrees that certain item of a meal was not cooked properly then a fine of Rs. 10,000/- would be imposed on the contractor.
- j) Changes in approved menu of any meal without permission of warden/mess committee would result in a fine of 10% of bill on the contractor.
- k) Personal hygiene of workers, misbehavior 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.

(The above are only indicative. Respective Center may add or delete any of the lapses on which penalty cant/cannot be imposed. Quantum of penalty may be decided by NIT approving authority).

SECTION – VII (A)
CONTRACT AGREEMENT
SPORTS AUTHORITY OF INDIA,

Contract No _____ Dated _____

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

1. Name & address of the Service provider: _____
2. Bidding Document No _____ dated _____ and subsequent Amendment No _____, dated _____ (if any), issued by the SAI.
3. Service provider's Bid No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the supplier and the purchaser 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 Rate 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 of Contract

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	Accounting unit	Unit Price	Terms of delivery

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

(ii) Contract valid upto:

(iii) Prices:

(ii) Details of Performance Security:

(v) Warranty Period:

(vi) Payment terms:

**(Signature, name and address
of the purchaser'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 manufacturers]

(Seal of the supplier)

Date: _____

Place: _____

भारतीय खेल प्राधिकरण
राज्यीय खेल केंद्र
खेल भवन, लखनऊ, रा.क.
बहालपुर, उत्तरांचल (हरियाणा)

SECTION – VII (B)

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

[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, _____

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number]

We have been informed that [insert complete name of firm] (hereinafter called "the bidder") 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 firm, 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]

भारतीय बैंक प्राधिकरण
एनएच-आरएल
आरएल-आरएल-आरएल
बहालवार, सैनिकी (सिवापुर)

**SECTION – VII (C)
CHECKLIST**

Name of Bidder:

Name of Manufacturer

Sl. NO.	Activity	Yes/No/NA	Page No. in the TE Document	Remarks
1.a	Have you enclosed EMD of required amount for the quoted schedules?			
b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section IV D?			
c.	In case Bank Guarantee is furnished, have you kept its validity of _____ days from Techno Commercial Tender Opening date as per Section I of IFB?			
2.	Have you enclosed duly filled Tender Form as per format in Section IV (A)?			
3.	Have you enclosed power of attorney in favor of signatory?			
4.	Have you submitted satisfactory performance certificate as per the perform for performance statement in Section III (B) of TE document in respect of all orders?			
5.	Have you submitted copy of the order (s) and end user certificate?			
6.	Have you submitted prices of services in the price schedule as per Section IV (C)?			
7.	Have you kept validity of _____ days from the Techno Commercial Tender Opening date as per the TE Document?			
8.	Have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
9.	Have you intimated the name an full address of your Banker (s) along with your account Number			

10.	Have you fully accepted payment terms as per TE document?			
11.	Have you fully accepted delivery period as per TE Document?			
12.	Have you submitted the certificate of incorporation?			
13.	Have you accepted terms and conditions of TE document?			
14.	Have you furnished documents establishing your eligibility & qualification criteria as per the TE document?			
15.	Have you furnished Average Annual Turnover for last three years prior to the date of Tender opening duly certified by chartered accountant bearing their membership no.?			
16.	Have you enclosed the Affidavit as per Section IV (I) of the TE Document?			

N.B

1. All pages of the Tender should be page numbered and indexed.
2. The bidder may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may filled up as NA.
3. It is responsibility of bidder to go through the TE document to ensure furnishing all required documents in addition to above, if any.

(Signature with date)

(Full name, designation & address of the person duly authorized sign on behalf of the bidder)

For and on behalf of

(Name, address and stamp of the tendering firm)