

NIT No:02/XI/SAI/STC/HYD/NV:/2018-19



SPORTS AUTHORITY OF INDIA TRAINING CENTRE, GACHIBOWLI STADIUM HYDERABAD

NOTICE INVITING ONLINE TENDER FOR SUPPLY OF NON-VEG ITEMS(CHICKEN, MUTTON, FISH and EGG) AT SAI TRAINING CENTRE, GACHIBOWLI STAIDUM, HOCKEY COMPLEX, HYDERABAD-500 032

Phone:040-23005044 Email: hydstc@yahoo.co.in



SPORTS AUTHORITY OF INDIA Training centre, Gachibowli Stadium, Hyderabad

Sports Authority of India, training centre, Gachibowli Stadium Hyderabad invites online tender for supply of Non-Veg Items(Chicken, Mutton, Fish and Egg) from reputed supplier for its sports hostel on daily basis as per the indent. The estimated cost of the supply per year would be approximately Rs 20.00 lakh. The supplier must comply with the conditions/ rules / regulations and other guidelines as issued by SAI Training Centre Hyderabad from time to time.

Uploading/Publication of Tender Documents	07.11.2018
Downloading of Bid Documents	07.11.2018
Cut of Date of Seeking Clarifications	14.11.2018 by 11.00 AM
Pre bid meeting	15.11.2018 at 11.00 AM
Last Date & Time of Submission of Bids	26.11.2018 at 12.00 Noon
1 8	27.11.2018 at 12.00 Noon
Opening Date & Time of Financial Bids of technically qualified bidders	28.11.2018 at 12.00 Noon
Place of opening of Bids	Office of Asstt Director, SAI Training Centre, Gachibowli Stadium, Hyderabad-32

CRITICAL DATE SHEET

Validity of tender is 120 days from the date of receipt of NIT. Notice Inviting Online Tender along with all the terms & conditions is available on SAI website <u>https://sportsauthorityofindia.nic.in</u>. Probable bidders may contact the office of Asst. Director for additional information/any clarification. This office is not liable to entertain for the submission of Earnest Money/other documents through courier dak or through postal service/or unauthorized persons. Such tenders shall be rejected. Bid should contain scanned documents giving details of Earnest Money and tender fee.

SAI reserves the right to accept or reject any tender without assigning any reason whatsoever.

Assistant Director SAI TRAINING CENTRE HYDERABAD

SECTION -I

INVITATION FOR ONLINE BIDS (IFB)

1. Sports Authority of India, for and on behalf of the Director General, Sports Authority of India, invites online Bids on two bid system for following work:

"Supply of Non-Veg Items (Chicken, Mutton, Fish and Egg) on need basis regularly to SAI Training Centre Hyderabad as per indent"

- 2. Bidder also download the Bidding Documents from the web sitemay www.sportsauthorityofindia.nic.in CPP Portal and of Govt. of i.e. India http://eprocure.gov.in/eprocure/app . Bidders shall ensure that their Bids complete in all respect should be 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. Please note that all the documents should be uploaded in PDF format. Tenderers/Bidders are advised to follow the instructions provided in the 'Instructions to the Bidder/Tenderer for the submission of the bids online through the central public procurement portal for e-procurement at http://eprocure.gov.in/eprocure/app .
- 4. Tenderer who has downloaded the tender from the Central Public Procurement Portal (CPPP) website https://eprocure.gov.in/eprocure/app and SAI website www.sportauthorityofindia.nic.in shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with SAI Training Centre Hyderabad.
- 5. Intending tenderers are advised to visit again CPPP website <u>https://eprocure.gov.in/eprocure/app</u> and SAI website <u>www.sportauthorityofindia.nic.in</u> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

SECTION – II

INSTRUCTIONS TO BIDDERS (ITB)

A. PREAMBLE

1. Introduction

- 1.1 The SAI Training Centre, Gachibowli stadium, Hyderabad has issued these Bidding Documents for Supply of Non-Veg Items(Chicken, Mutton, Fish and Egg) as mentioned in Section V "SCOPE OF WORK."
- 1.2 This section (Section II "Instruction to Bidders") provides the 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 the bid inviting authority for receipt and opening as well as scrutiny and evaluation of Bids and subsequent placement of contract.
- 1.3 Before formulating the Bid and submitting the same to the bid inviting authority, the Bidder should read and examine all the terms, conditions, instructions etc. contained in the Bidding Documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Bidding Documents may result in rejection of its Bid.

2. Language of Bid

The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the Bid exchanged between the Bidder and the purchaser, shall be written in the English language. However, the language of any printed literature furnished by the Bidder in connection with its Bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the Bid, the English translation shall prevail.

B. BIDDING DOCUMENTS

3. Content of Bidding Documents

In addition to Section I – "Invitation for Bid" (IFB), the Bidding Documents include:

- Section II Instructions to Bidders (ITB)
- Section III Qualification Criteria & Performance Statement
- Section IV Bidding Form & Bank Guarantee form
- Section V Scope of work, Technical Bid & Financial bid submission forms
 - Section VI General Conditions of Contract (GCC)
- ➢ Section VII − Contract Forms

4. Amendments to Bidding Documents

- 4.1 At any time prior to the deadline for submission of Bids, the bid inviting authority may, for any reason deemed fit, modify the Bidding Documents by issuing suitable amendment(s) to it.
- 4.2 Such an amendment to the Bidding documents will be uploaded on SAI website: <u>http://www.sportsauthorityofindia.nic.in</u> and CPP Portal of Government of India i.e. <u>http://eprocure.gov.in/eprocure/app</u> only.
- 4.3 Prospective Bidders are advised in their own interest to visit above mentioned website for any amendment etc. before submitting their Bids.

5. Clarification of Bidding Documents.

A bidder requiring any clarification or elucidation on any issue of the Bidding Documents may take up the same with the bid inviting authority in writing. The bid inviting authority will respond in writing to such request provided the same is received by the 14.11.2018 by 11.00am.

C. PREPARATION OF BIDS

6. Documents Comprising the Bid

6.1 The **Two Bid System**, i.e. "Technical Bid" and "Price Bid" prepared by the Bidder shall comprise the following

A) <u>Technical Bid: (To be submitted as per section-V)</u>

The Bidder shall submit the copy of following documents along with the submission of bid documents

- i) Bid Security & Tender Fee: Bid Security(Rs 50,000/-) to be furnished in accordance with ITB clause 9. Tender fee of Rs 1000/- to be furnished in the form of Demand Draft in favour of Sports Authority of India Training Centre Gachibowli payable at Hyderabad.
- ii) Bid Submission Form as per section IV (A) and Power of Attorney in favour of signatory of Bidding Documents.
- iii) Atleast one year experience in the field of supply of Non-Veg items to either Govt. hostels, Educational institutions(PVT or Govt), or other similar organizations.
- iv) Successful completion certificate issued by the officer not below the rank of Section Officer, of at least three similar works, each of value not less than 40% of the estimated cost put to tender or two similar works, each of value not less than 60% of the estimated cost, or one similar work of value not less than 80% of the estimated cost, all amounts rounded off to a convenient full figure, in the last 3 years ending on the last day of the month previous to the one in which the tenders are invited. These works should be carried out in Central/State Govt. Department/PSUs/Autonomous bodies/ Educational Institutions(PVT or Govt) or other similar organizations.
- v) 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.
- vi) Registration with Service Tax; GST Number.
- (vi) TIN number & PAN number
- (vii) Income Tax Return for the last three years; 2015-16, 2016-17, 2017-18.
- (viii) Registration/incorporation of the firm(Proprietorship or Partnership)/ company(Pvt.Ltd or Public Limited), Societies/Trust registered under applicable statutes in India.
- (ix) National Electronic Fund transfer (NEFT) Form as per Section IV (D) for payment in Indian Rupee, if applicable.

- (x) Documents mentioned in Qualification Criteria as per Section III (A).
- (xi) Registration certificate.
- (xii) Power of Attorney in favour of signatory of Bidding Documents.
- (xiii) Authority Letter/ Board Resolution authorizing the person to make the application as applicable.
- (xiv) Successful bidder should also submit all the above documents in original without fail within seven days of dispatch of notification of award of contract otherwise SAI may cancel the bid and the Bid security would stand forfeited.
- (xv) Bidder shall execute necessary instruments and documents required by SAI in relation to the Bidding Documents and shall adhere to all notifications/ amendments as may be issued by SAI from time to time. All costs (including Taxes, stamp duties and registration charges (if any) shall be borne by the Bidder.

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 be black- listed for purpose of procurement of any item(s), in addition to attracting penal provisions of the agreement.

Note-2: The Technical bid shall not include any financial information. Such a bid shall be summarily rejected.

- **B**) **<u>Price Bid</u>**: [Submit in prescribed format as per Bidding Document in section-V)].
- 6.2 It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all required documents in addition to above, if any.
- 6.3 All pages of the Bid should be page numbered and indexed.
- 6.4 The authorized signatory of the Bidder must sign the Bid duly stamped at appropriate places and initial all the remaining pages of the Bid.
- 6.5 A Bidder, who does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- 6.6 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

7. Bid Prices

7.1 The Bidder shall indicate on the Price Schedule provided under Section-V all the specified components of prices shown therein. All the columns shown in the price schedule should be filled up as required. (SELECTION CRITERIA IS GIVEN IN SECTION-III(C)

8. Firm Price

- 8.1 The prices quoted by the Bidder shall remain firm and fixed during the currency of the contract and not subject to variation(should not increase) on any account.
- 8.2 Sales-tax/VAT(except service tax), purchase tax, turnover tax or any other tax 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 service tax, 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.

9. **Bid Security**

- 9.1 The Bidder shall furnish along with its Bid, Bid Security, for an amount of Rs 60,000/-(Sixty thousand only). The Bid Security is required to protect SAI against the risk of the Bidder's unwarranted conduct as amplified under sub-clause 9.7 below. Non submission of bid security will be considered as major deviation and Bid without bid security will not be considered.
- 9.2 In case as per Notification of Government of India if the Bidder falls in the category of exemption of Bid Security, it should furnish the relevant Notification along with required documents like valid Registration Certificate etc.
- 9.3 The Bid Security shall be furnished in one of the following forms:
 - (i). Account Payee Demand Draft
 - (ii). Fixed Deposit Receipt
 - (iii). Banker's cheque
 - (iv). Bank Guarantee
- 9.4 The Demand Draft, Fixed Deposit Receipt or Banker's Cheque shall be drawn on any Commercial Bank in India or country of the Bidder, in favour of the "Assistant Director Sports Authority of India training Centre", payable at "Hyderabad". In case of Bank Guarantee, the same is to be provided from any nationalised/scheduled/bank in India (acceptable to SAI) as per the format specified under Section IV (B) of Bid Documents.

Bid security must be submitted to the Tender Inviting Authority before bid submission end date and time.

- 9.5 The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the Bid.
- 9.6 Unsuccessful Bidders' Bid Security will be returned to them without any interest, after expiry of the Bid validity period, but not later than forty-five days after conclusion of the resultant contract. Successful Bidder's earnest money will be returned without any interest, after receipt of performance security from that Bidder.
- 9.7 Bid Security of a Bidder will be forfeited, if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid in any respect within the period of validity of its Bid without prejudice to other rights of the SAI. The successful Bidder's Bid Security will be forfeited without prejudice to other rights of SAI if it fails to furnish the required performance security within the specified period.

10. Bid Validity

- 10.1 The Bid shall remain valid for acceptance for a period of <u>120</u> days from the date of receipt of NIT . Any Bid valid for a shorter period shall be treated as unresponsive and rejected.
- 10.2 In exceptional cases, the Bidders may be requested by the Tender Inviting Authority to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid and they are also to

extend the validity period of the Bid Security accordingly. A Bidder, however, may not agree to extend its Bid validity without forfeiting its Bid Security.

10.3 In case the day up to which the Bids are to remain valid falls on or subsequently declared a holiday or closed day for SAI, the Bid validity shall automatically be extended up to the next working day.

11. Signing of Bid

- 11.1 The Bidders shall submit their Bids as per the instructions contained in ITB.
- 11.2 Bid shall be typed and the same shall be signed by the bidder or by a person(s) who has been duty authorized to bind the bidder to the contract.
- 11.3 The bid shall be duly signed at the appropriate place as indicated in the Bidding Documents and all other pages of the Bid. The Bid shall not contain any erasure or overwriting. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the Bid.

D. SUBMISSION OF BIDS

- 12.1 The Tender Enquiry shall be submitted in two bid system: Technical Bid and Price Bid as per Section-V.
- 12.2 Earnest Money amounting to Rs 50,000/- (Rupees Fifty Thousand only) in the form of Demand Draft issued by bank in f/o Sports Authority of India training centre Gachibowli payable at Hyderabad and the Technical Bid form duly signed along with all relevant requisitioned documents shall be submitted as per Section-V.
- 12.2.1 The Financial Bid form shall be submitted as per Section-V

E. BID OPENING

13. **Opening of Bids**

- 13.1 The Tender Inviting Authority will open the Bids at the specified date and time and at the specified place as indicated in the document.
- 13.2 In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for the purchaser, the Bids will be opened at the appointed time and place on the next working day.
- 13.3 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 acknowledgement letter of bid submission.
- 13.4 Two Bid system will be as follows. The Technical Bids are to be opened in the first instance, at the prescribed time and date as indicated in IFB Critical Date Sheet. These Bids shall be scrutinized and evaluated by the Tender Inviting Authority with reference to parameters prescribed in the Bidding Document. During the Technical Bid opening, the Bid opening official(s) will read the salient features of the Bids like brief description of the services offered, Completion period, Bid Security and any other special features of the Bids, as deemed fit by the Bid opening official(s). Thereafter, in the second stage, the Price Bids of only the Technically accepted offers (as decided in the first

stage) shall be opened for further scrutiny and evaluation on the date notified. The prices, special discount if any, offered etc., as deemed fit by Bid opening official(s) will be read out.

F. SCRUTINY AND EVALUATION OF BIDS

14. Scrutiny of Bids

- 14.1 The Tender Inviting Authority will examine the Bids to determine whether they are complete, whether the documents have been properly signed, stamped and whether the Technical Bids are generally in order.
- 14.2 Prior to the evaluation of Price Bids, the Tender Inviting Authority will determine the substantial responsiveness of each Bid to the Bidding Document. For purposes of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the bid document.
- 14.3 If a Bid is not substantially responsive, it will be rejected by SAI.

15. Qualification Criteria

Bids of the Bidders, which do not meet the required Qualification Criteria prescribed in Section III, will be treated as non - responsive and will not be considered further.

16. Comparison of Bids and Award Criteria.

- 16.1 The contract may be awarded to the (Financially Lowest) responsive Bidder who meets the laid down Qualification Criteria and submits the required Bid documents and accept the other terms & conditions. (SELECTION CRITERIA IS GIVEN IN SECTIONN III(C)
- 16.2 SAI reserves the right to give the price preference/purchase 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.

G. AWARD OF CONTRACT

17. SAI's Right to accept any Bid and to reject any or all Bids

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

18. Notification of Award

18.1 Before expiry of the Bid validity period, SAI will notify the successful Bidder(s) in writing, by registered / speed post or by fax/ email/sms etc. (to be confirmed by registered / speed post) that its Bid for services, which have been selected by SAI, has been accepted, also briefly indicating there in the essential details like Scope of work & services, and completion period, corresponding prices accepted. The successful Bidder must furnish to SAI the required Performance Security within twenty one days from the date of despatch of this notification, failing which the bid security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided under GCC Clause 20 under Section VI.

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

19 Issue of Contract

- 19.1 Promptly after Notification of award, 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.
- 19.2 The successful Bidder shall return the original copy of the contract, duly signed and dated, to SAI by registered/speed post within twenty eight days from the date of issue of the contract.

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

Failure of the successful Bidder in providing Performance Security and / or returning contract copy duly signed in terms of ITB clause 19 above shall make the Bidder liable for forfeiture of its bid security and, also, for further administrative actions as deemed fit by the SAI.

21. Corrupt or Fraudulent Practices

It is required by all concerned namely the Bidders to observe the highest standard of ethics during the 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 gross/deliberate negligence in executing the contract.
- (c) SAI reserves the right not to conclude 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 & suppression of material facts shall be initiated.

(H) 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: <u>https://eprocure.gov.in//eprocure/app</u>.

2. **REGISTRATION**

(i). Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <u>https://eprocure.gov.in//eprocure/app</u>) 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 log 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 to 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 indicated 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.

SECTION – III

(A) QUALIFICATION CRITERIA

Bid Reference No.

SI. No.	Qualification Criteria
	The bidder shall have at least one years experience in supplying of Non-Veg items(Chicken, Mutton, Fish and Egg) in reputed institutions like schools/colleges/offices/education institution/sports hostels or other similar organizations
	Satisfactory completion of at least three similar works, each of value not less than 40% of the estimated cost put to tender OR two similar works, each of value not less than 60% of the estimated cost, OR one similar work of value not less than 80% of the estimated cost, all amounts rounded off to a convenient full figure, in the last 3 years ending on the last day of the month previous to the one in which the tenders are invited.
	Average annual financial turn-over should be minimum 20,00,000/- (at least 100% of the estimated cost) during the immediate last three consecutive financial years 2015-16, 2016-17 2017-18.

02. In support of above, the Bidder shall furnish copy of the required documents, Performance Statement is to be as per proforma in Section-III 'B',.

03. Requirement of copy of the documents as listed at Technical bid submission form is also a part of the qualification criteria.

SECTION-III (B)

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	:

placed by	Order number and date	placed	1 0	of	Date of completi Contract	on of	Remarks indicating reasons for	
address)					As per contract	Actual	delay if any	Satisfactorily ?
1	2	3	4	5	6	7	8	9

Signature and seal of the Bidder

Note:

Bidders are required to furnish Order copies and Satisfactory Completion Certificate from the department where services were rendered, clearing indicating the scope and nature of work undertaken and the value of various components of work as executed in order to confirm conformity with the defined similar works.

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 lowest 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) of the tender documents.

4. Technical bids of only those bidders who have submitted cost of tender documents (Rs 1000/-)& Bid Security(Rs 50,000/-) as per terms of NIT will be opened.

5. Samples of Provisions/grocery/dry ration items will be subjected to quality assessment by designated committee during Technical bid evaluation, which is mandatory for acceptance of technical bids.

6.The successful bidder will be the one who emerges L1(Lowest one) out of responsive bids. In case, the two or more firms offer the same rates, such firms shall be asked to submit sealed revised offer but the revised quoted rates should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised financial offer.

SECTION - IV

(A) **BID SUBMISSION FORM**

Date____

То

Sports Authority of India Training Centre, Gachibowli Stadium Hyderabad

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 for due performance of the contract.

We agree to keep our Bid valid for acceptance for 120 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 the compliance of applicable Indian Laws in force.

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

We further understand that you are not bound to accept the lowest or any Bid you may receive against your above-referred Bid Reference.

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

SECTION –IV (B)BANK GUARANTEE FORM FOR BID SECURITY

Whereas (hereinafter called the "Bidder") has submitted its for the service of quotation dated _____ (hereinafter called the "Bid") against the Sports Authority of India's Bid Reference No. Know persons by these all 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 120 days i.e. for 165 days (120 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

SECTION IV (C)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 received.

SECTION – IV (D). NEFT MANDATE FORM

From: M/s. _____

Date: _____

То

Sports Authority of India, Training Centre Gachibowli Stadium Hyderabad.

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.

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	

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATAE FORM

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

[Name & address of the manufacturers]

Confirmed by Bank:

Enclose a copy of Crossed Cheque

Section – V General Terms and Conditions

- 1. Payment will be released once in a month, and within 15-days from date of receipt of bills, after satisfactory supply and receipt of goods, and verification thereon by a designated respective mess committee of coaches ensuring supplied as per supply order/indent. The duly filled authorization letter for release of Payment through Core Banking / RTGS must be submitted along with the bid.
- 2. The successful tenderer will give an Affidavit certifying that the quality of Non-Veg items, rate quoted in the tender enquiry are correct and the concern party is liable to pay damage out of the Security deposit in case of any defect and also to agree to supply Non-Veg items for a period of one year from the date of acceptance of the bid on the quoted rates.
- 3. Bidders are required to quote for only one of its best and economical brand.
- 4. The quoted Provisions should be of good quality (FSSAI/Agmark etc) whichever is applicable.
- 5. In case of doubt in quality of item the expenditure on testing of item will be borne by the tenderer.
- 6. The EMD of unsuccessful bidder will be returned within 30 days after the finalization of the tender.

7. The Competitive rates should be inclusive of all taxes, duties, levies etc and door delivery of the contracted goods, quoted in tender should be valid for a period of One year from the date of acceptance the bid of and the successful bidder has to enter into an agreement in prescribed format.

8. The supplies shall be executed at the time and in the manner prescribed by the Indenting Officers. Any contravention thereof shall be deemed as a breach of contract and penalties as prescribed by the Asstt. Director SAI, Training centre Hyderabad may be imposed.

9. The Assistant Director, SAI, training centre, Hyderabad has the right of awarding the contract to one supplier or different suppliers for the supply of Non-Veg items as per financially lowest rate. If, it is decided to award the contract to one supplier, the L1 tenderer of majority items should supply the remaining items at the L1 rates quoted by other tenderers.

10. Bids received without Earnest Money (or) without tender fee (or) without samples of quoted items, conditional or incomplete, having cuttings or over writing is liable to be rejected.

11. The supplies received, if not found as per the specification/samples of tendered items are liable to be rejected.

12. In case of successful bidder failing to make the supply in a given time and place, SAI Training Centre, Hyderabad, shall have the right to purchase the same from the other source at the risk and cost of Successful bidders/Supplier.

13. The Asst. Director, SAI, Training centre, Hyderabad will be legally competent to cancel the contract of supply and also to take any other action against the supplier including imposing of any penalty on the supplier during pendency and till the final execution of the contract of the supply, in case the supplier is ever found to have committed any fraud against SAI, training centre, Hyderabad in supplying good quality

items or indulge in any other malpractices thereof causing any financial losses/affects the health of the sportsperson, during contract period.

14. The contract can be terminated or cancelled summarily by SAI Training centre, Hyderabad, in whole or in part any time without assigning any reason, if the supply made by the dealer / supplier is not found according to the sample approved by a duly constituted committee; and also in case supply is not received within stipulated time in more than five occations.

15. The Asstt. Director, SAI Hyderabad will have the right to forfeit the Security Deposit, if any of the terms and conditions of the agreement are not adhered by the supplier & for breach of Contract.

16. In case any dispute arises in regard to the tender, the decision of the Asstt. Director, STC Hyderabad will be final and binding upon all parties.

17. In case of litigation, the courts at Hyderabad only will have jurisdiction for deciding case according to Indian laws in force.

18. The technical bid as per Section-V of the bidders will be opened first and the financial bid as per Section-V will be opened only of the bidders whose technical bid is accepted. Financial bid will be opened on a specified date and time.

19. It must be noted that this is just an enquiry and does not amount to any commitment on the part of Sports Authority of India Training centre, Hyderabad to order any or all items offered. The decision of Sports Authority of India Training Centre, Hyderabad would be final and be entirely, at its discretion.

20. The tenderer should sign each page of the Tender Enquiry as token of accepting the terms and condition mentioned herein and upload accordingly.

21. The successful bidder awarded the contract should furnish performance security amount equal to 10% of the total value of the contract(Rs 2,00,000/-), valid upto 60days beyond one year from the date of acceptance of the bid.

22. Non-Veg items supplied as per supply order through indent form should be of good quality and should be of fresh stock, without adulteration. Any type of deficiencies found in the provisions which may affect the health of Sportspersons will attract stringent penalty upto maximum of Total forfeiture of security Deposit and Penal action as per Indian law.

23. Non-Veg items should be supplied to the SAI Training Centre Hyderabad as per the supply order/indent recommended by Mess Committee of Coaches as per actual strength of trainees & approved by Centre-In-Charge, which will be mailed to the supplier on regular basis. The supplier has to submit bills along with copy of indent in triplicate for arranging payments.

24.Contractor is required to deposit an amount of Rs. 2.00 Lakh towards Performance security deposit at the time of award of contract within stipulated time if his / her offer is accepted. In case of premature termination of the contract by either side, the Performance security deposit will be forfeited. The security deposit can be in the form of Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Schedule Bank in India or Bank Guarantee issue by Scheduled bank in India in prescribed form in favour of Sports Authority of India, Training Center Gachibowli Stadium Hyderabad. The Performance Security should remain valid for sixty days beyond expiry date of the contract.

26. **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).

27. 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.

28. If the parties fail to resolve their dispute or difference by such mutual consultation within twentyone 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 Regional Director (Sports Authority of India Netaji Subhas Southern Centre Bengaluru). The award of the arbitrator will be final and binding on the parties to the Contract.

29. Venue of Arbitration: Hyderabad

30. The Court of Hyderabad will have the exclusive jurisdiction to try the disputes.

31. The Contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

32.Statutory Requirement/obligation: All statutory rules, are to be followed strictly as per Government norms.

33.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.

34. 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.

35. The contractor shall not appoint any sub-contractor to carry out any obligation under this Contract.

36. The contractor shall not make or permit any construction or structural alteration of additional fitting inside the premises of the work place without prior written approval of the authorities.

37. 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.

38. Three months notice is required from the contractor for the termination of the contract service if such a condition arises during the contract period.

39. If the quality of items supplied is below standard or unhealthy or unhygienic, then Authority is empowered to terminate the contract with a short notice of one week. Mess Committee of Coaches' opinion is final so far as the quality & quantity as per indent is concerned.

40.In case of unsatisfactory performance / any dispute whatsoever dispute due to emergency condition or any other reason as deemed fit by mess committee of coaches, the contract can be cancelled at the sole discretion of the Asstt. Director on the recommendations of Mess Committee of Coaches.

41. A quality control Team will check all materials supplied. In the event of the quality of the items

supplied being poor or not adhering to contractual conditions, the SAI Training Center Hyderabad will be free to impose monetary fine as deemed fit on the contractor. Such fines imposed will be adjusted against the payments due to the contractor. The Authority will pay in terms of the conditions of the contract for the entire contract period.

42.Monthly payment to the contractor will be made by SAI after duly certified by mess committee concerned in one instalment after the submission of actual mess bill including copies of all statements, taxes paid for the period.

43.No extra payment will be made against VAT. Service tax, if applicable will be reimbursed on production of paid challans etc.

44. The contractor and his workers must behave politely with hostel inmates/mess staff. The contractor and his team, under any circumstances should not involve in arguments with the boarders of the mess or Mess Staff. In case of such situations, the Contractor should intimate immediately to the Assistant Director.

45.The SAI reserves the right to reject any/all the tender without assigning any reason therefore.

46. SAI reserves the right to negotiate the rate if required.

SIGNATURE OF THE BIDDER with Address & Seal

PENALTY

Failure to supply good quality Non-Veg items(Chicken, Mutton, Fish and Egg) as per indent 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.

1. Non-Veg items supplied should be fresh and of good quality. If the same is found to be of poor quality, then a fine of Rs.**500**/- for each occasion will be imposed.

2. Any complaint of insects along with items supplied found in any items would invite a fine of Rs.1000/- on the contractor.

3. Any complaint of soft objects like rope, soft plastic, cloth etc in provisions will attract a fine of Rs.1000/- per complaint.

4. Any complaint of stones / pebbles will attract a penalty on the contractor which can range between Rs.1000-5000/- depending on the size of the stone/ pebble per complaint.

5. 5 or more such any of the above complaints of would lead to a fine of Rs.5000/-on the contractor.

6. 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.

(The above are only indicative).

SPORTS AUTHORITY OF INDIA TRAINING CENTRE Hyderabad

TENDER NOTICE FOR SUPPLY GOOD QUALITY OF NON-VEG ITEMS FOR CONSUMPTION OF ELITE SPORTS PERSONS

TECHNICAL BID FORM(To be submitted separately)

Last Date & Time for Submission of Tender: 26/11/2018 by 12:00 NoonDate & Time for Opening of Tender: 27/11/2018 by 12:00 Noon

The following details / documents / certificates issued by the concerned Authorities in respect of the bidder are required to be submitted for qualifying in Technical Bid :-

Sl.No	Particulars	Details
1	Name of the Firm/Agency/dealer	
2	Name of the Proprietor / Partner/Director	
3	Address of the Firm / Company	
4	Registration Number of the Firm & Memorandum & Articles of Association of the Company	
5	Telephone / Fax No./ Email Id/Mobile No.	
6	PAN/TIN number (attach a Photo copy)	
7	GST number (attach a Photo copy)	
8	Attach copies of ITR for the last three years (2015-16; 2016-17:2017-18)	
9	Annual Turnover during last 03 preceding years duly certified by CA(attach copy of Balance Sheet) –2015-16; 2016 – 17; 2017-18	
	Experience in the line (mention number of Years) / Credential – Attach list of Clients along with their Certificate for your satisfactory Services to them.	
10		
11	EMD DETAILS:- Demand Draft No& Date Bank Name	
12	Tender fee details	

SIGNATURE OF THE BIDDER With Address & Sea

SECTION-V(SCOPE OF WORK) SPORTS AUTHORITY OF INDIA TRAINING CENTRE, HYDERABAD

TENDER NOTICE FOR SUPPLY HYGIENIC & GOOD QUALITY OF NON VEG ITEMS FOR CONSUMTION OF ELITE SPORTS PERSONS

S1.No	Non Veg items	Approximate	Remarks
		Quantity	
1.	Egg	60000 nos	Should be fresh weighing
			Minimum 60 gms each and
			whitish in colour
2.	Dressed Broiler Chicken	5000 kg	Well cleaned without liver,
	with skin		gizzard, neck and legs cut up to
			knee joint and without soaking
			in water. Maximum weight after
			cleaning shall be 1 kg to 1.2
			kgs.
3.	Dressed Broiler Chicken	5000 kg	Well cleaned without skin,
	without skin		liver, gizzard, neck and legs cut
			up to knee joint and without
			soaking in water. Maximum
			weight after cleaning shall be 1
			kg to 1.1 kgs.
4.	Sheep/ Lamb Mutton	600 kg	Tender thigh mutton without
	(Hallal)		fat, liver and chest portions and
			less of bones to be supplied
5.	Fish	1200 kg	Should be fresh, good in quality
	Armar		and well cleaned without head,
	Bangada (Kanagalathi)		scales, stomach and tail and
	Black Pamlet (Karupu		each fish should be more than
	Vaval)		100 gms each after cleaning.
	Butter Fish (Koduva)		
	Shankara		
	White Pamlet (Vellai		
	Vaval)		

Approximate quantity required for a year

SIGNATURE OF THE BIDDER

With Address and Seal

TENDER FOR SUPPLY OF NON VEG ITEMS TO SAI training centre, Hyderabad

FINANCIAL BID FORM (TO BE SUBMITTED SEPARATELY)

- 1. Name of the Firm/ Agency:....
- 2. Name of the Proprietor / Partner:.....

I/We hereby submit my/ our competitive quotations/ rate inclusive of all taxes for supply of Non veg items to SAI Training Centre, Hyderabad , valid for a period of One year from the date of acceptance of the bid.

Sl.No	Non Veg Items	Rate per Kg	Remarks
1	Egg		
2	Dressed Broiler Chicken with		
	Skin		
3	Dressed Broiler Chicken		
	without skin		
4	Sheep/ Lamb Mutton (Hallal)		
5	Fish		
	Armar		
	Bangada (Kanagalathi)		
	Black Pamlet (Karupu Vaval)		
	Butter Fish (Koduva)		
	Shankara		
	White Pamlet (Vellai Vaval)		

SIGNATURE OF THE BIDDER with Address and Seal

SECTION VI

(A) CONTRACT AGREEMENT FORM

AND

(Name of Company) having its registered office at (Address of the Company), represented through <</Insert Name and Designation>> who is duly authorised to execute this Agreement) hereinafter referred to as 'Supplier' which expression shall unless repugnant to the context or meaning thereof, includes its successor- office and assigns) of the SECOND PART:

WHEREAS the firm shall and will executive the work details of which are given in Tender Document Bid reference No......datedat the rate quoted by the firm vide their proposaldated...... and as per all the terms and conditions given in Invitation for Bid (IFB) dated......and the Bid Document for supply of Provisions/cleaning materials which shall become part and parcel of this agreement.

That the bidder would raise demand and the payment shall be done in accordance with the relevant Clause of this Contract. The Performance Security would be en-cashed by "SAI" in case the firm fails to deliver services to the extent as stipulated in the contract and/or breaches of any of the terms and conditions of this contract.

Signatory on Behalf of Sports Authority of India

(**Signature, name and address** Assistant Director SAI Hyderabad Received and accepted this contract

SECTION – VII BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

То

[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