

SPORTS AUTHORITY OF INDIA

Jawaharlal Nehru Stadium Complex,
Gate No.10, Lodhi Road, New Delhi-110003
Telephone: +91-11 – 2436 , 24362777

Website: <http://sportsauthorityofindia.nic.in/> & <http://eprocure.gov.in/eprocure/app>

E-Bidding Document
For
Canteen & Catering Services

INVITATION FOR ONLINE BIDS (IFB)

Bid Ref. No. SAI/GAD/Tender Canteen (HO)/2016 (Pt.)/IFB-11

Date: 11th July, 2017

CRITICAL DATE SHEET

Published Date	11.07.2017 (06.00 PM)
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INDEX

<u>Section</u>	<u>Topic</u>	<u>Page No.</u>
 PART-1 BIDDING PROCEDURE		
Section I	– Invitation for Bid (IFB) -----	04 – 05
Section II	– Instructions to Bidders (ITB) –A+B)-----	7-15
Section III	– Qualification Criteria & Performance Statement-----	16-17
Section IV	Bidding Forms:	
	- (A) Bid Submission Form-----	18
	- (B) Price Schedule -----	19-20
	– (C) Bank Guarantee Form for Bid Security-----	21
	- (D) National Electronic Fund Transfer (NEFT) Form-----	22
	- (E) Power of Attorney -----	23
 PART-2 –SUPPLY REQUIREMENTS		
Section V	– Scope of Services -----	25
 PART-3 –CONTRACT		
Section VII	_ Special Conditions of contract	26-29
Section VII	– General Conditions of Contract (GCC) -----	30-32
Section VIII	– Contract Forms	
	(A) Contract Agreement -----	33
	(B) Bank Guarantee Form for Performance Security-----	34

PART – 1

BIDDING PROCEDURE.

SECTION-I**SPORTS AUTHORITY OF INDIA**

(GA Division)

Jawaharlal Nehru Stadium Complex,
Gate No.10, Lodhi Road, New Delhi-110003

Telephone: +91-11 – 24362652, 24362777

Website: <http://sportsauthorityofindia.nic.in/> & <http://eprocure.gov.in/eprocure/app>**INVITATION FOR ONLINE BIDS (IFB)**

Sports Authority of India, for and on behalf of the Director General, Sports Authority of India, **invites Online Bids** on **Two Bid System** for running of Staff Canteen on Contract Basis.

Schedule No.	Brief Description of items	Amount of Bid Security (EMD) in Rs.
1.	Running of Staff Canteen at SAI, HO Building JN Stadium complex, New Delhi.	1,00,000/-
2.	<p>Payment: Scanned copy of Earnest money (Bid security) is to be uploaded online and hard copy of the same must be sent to the Director (GAD), 1st floor, SAI Head Office on or before Bid submission date and time as mentioned in critical date sheet.</p> <p>In case of non receipt or late receipt of hard copy of EMD/Bid security will make the bidder disqualified and its bid will not be considered.</p>	

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2. **Manual bids shall not be accepted.**

3. No cost is levied in case bid document is downloaded by the bidder. Bidder may download the Bidding Documents from the web site- www.sportauthorityofindia.nic.in & Central Public Procurement Portal (CPP Portal) of Govt. of India i.e. <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> .
4. Bids shall be submitted online only at CPPP website: <http://eprocure.gov.in/eprocure/app> . Tenderers/Bidders are advised to follow the instructions provided in the 'Instructions to the Bidder/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>.
5. Bidder who has downloaded the tender from the Central Public Procurement Portal (CPMP) 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 tampered/ modified in any manner, tender will be completely rejected and Bid Security (EMD) would be forfeited and tenderer is liable to be banned from doing business with SAI.
6. Intending Bidders are advised to visit again CPPP website <https://eprocure.gov.in/eprocure/app> and SAI website www.sportauthorityofindia.nic.in prior to closing date of submission of Bid for any corrigendum / addendum/ amendment.

(Sanjeev Sharma)
Director (GAD)
For and on behalf of
Director General, Sports Authority of India.

Copy to:-

1. ED (Finance).
2. PA to Secretary, SAI.
3. AD, (Media) – for uploading the IFB on SAI Website and CPP Portal.
4. To All known/Past Suppliers.

PART-1

BIDDING DOCUMENT

SECTION – II (A)

INSTRUCTIONS TO BIDDERS (ITB)

A. PREAMBLE

1. Introduction

- 1.1 The Sports Authority of India, hereinafter called “SAI” has issued this Bidding Document for providing Canteen and Catering Services at SAI, Head Office as mentioned in Section-V –“Scope of Work”, which also indicates, *interalia*, details of various types of services required at the Centre. Staff Canteen exists in the premises of JNS Complex ,New Delhi
- 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.
- 1.3 Before formulating the Bid and submitting the same to the SAI, the Bidder should read and examine all the terms, conditions, instructions etc. contained in the Bidding Documents. In preparing the bids the bidders are expected to examine in detail the bid documents. Material deficiencies in providing information required in the bid document may result in rejection of the 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 SAI, shall be written in the English language.

B. BIDDING DOCUMENTS

3. Content of Bidding Documents

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

- Section II A & B – Instructions to Bidders (ITB).
- Section III – Eligibility Criteria & Performance Statement.
- Section IV – Bidding Form.
- Section V – Scope of Work
- Section VI – Special Condition of Contract (SCC).
- Section VII – General Conditions of Contract (GCC).
- Section VIII – Contract Forms.

4. Amendments to Bidding Documents

- 4.1 At any time prior to the deadline for submission of Bids, the SAI may, for any reason deemed fit by it, modify the Bidding Documents by issuing suitable amendment(s) to it.
- 4.2 Such an amendment will be uploaded on SAI website: <http://sportsauthorityofindia.nic.in> & CPP Portal of Govt. of India <http://eprocure.gov.in/eprocure/app>.

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 SAI. The Bidder may also seek clarification in writing.

C. PREPARATION OF BIDS

6. Documents Comprising the Bid

- 6.1 The **Two Bid System**, i.e. “Techno – Commercial Bid” and “Financial Bid” to be prepared by the Bidder shall comprise the following:

A) Techno – Commercial Bid (UN priced Bid): [Upload online scanned copies in PDF format]

- i) Scanned copy of Bid Security (EMD)
- ii) Scanned copy of Bid Submission Form as per Section - IV (A) and Power of Attorney in favour of signatory of Bidding Documents, in the prescribed format attached as per Section-IV (E).
- iii) Scanned copy of PAN Card, Service Tax Registration. & National Electronic Fund Transfer Form (NEFT).
- iv) Scanned copy of documents mentioned in Eligibility Criteria as per Section-III.

B) Financial Bid: [Upload online in prescribed PDF format as per Bidding Document]

6.1 Financial Bid (Price Schedule) duly filled up with all the details as per Section-IV(B)

It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all required documents.

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

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

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

6.5 All payments 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 (D) along with their offers, if not already executed in SAI. Notification of Award will not be issued without NEFT Mandate Form.

Note: All documents should be submitted in PDF format.

7. Bid Price.

The Bidder shall indicate on the Price Schedule provided under Section-IV (B) all the specified components of prices shown therein. All the columns shown in the price schedule should be filled up as required.

8. Visit to the Place & Work:

Bidders are advised to visit and acquaint themselves with the area where such services are required and its operational requirements. The cost of such visit shall be borne by the Bidder. It shall be deemed that the bidder has undertaken a visit to the SAI, HO and is aware of its operational conditions prior to submission of bid documents.

9. Firm Price.

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

9.2 As regards taxes and duties, including GST chargeable on the services and legally payable in respect of the Contract, the same shall be payable by the bidder and SAI will not entertain any claim whatsoever.

10 Documents Establishing Bidder's Eligibility.

Pursuant to ITB Clause-6, the Bidder shall furnish, as part of its Bid, relevant details and documents establishing its Eligibility Criteria as per Section-III to perform the contract.

11. Bid Security

11.1 The Bidder shall furnish along with its Bid, Bid Security for an amount as shown in the IFB in Section I. The Bid Security is required to protect the Purchaser against the risk of the Bidder's unwarranted conduct as amplified under Sub-Clause below. Non submission of bid security will be considered as a major deviation and Bid without bid security will not be considered.

11.2 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.

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 "Secretary, Sports Authority of India", payable at "New Delhi". In case of Bank Guarantee, the same is to be provided from any commercial bank in India or country of the Bidder as per the format specified under Section IV (C) of Bid Documents.

Bid security must be submitted to the purchaser before bid submission end date and time.

11.3.1 Micro & Small Enterprises (MSEs) as defined in MSE procurement policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with Central Purchase Organisation or the concerned Ministry or Department are exempted from submission of EMD/Bid Security.

11.3.2 In case as per Notification of Government of India, if the Bidder falls in the category of exemption of Bid Security, Bidder should furnish the relevant Notification along with required documents like valid Registration Certificate etc. If no such notification or Registration Certificate is furnished along with the bid; bid shall be treated as un-responsive and shall be summarily ignored without any further reference.

11.4 The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the Bid. As validity period of Bid as per Clause of ITB is 90 days, the Bid Security shall be kept valid for 135 days from Bid opening date.

11.5 Unsuccessful Bidders' Bid Security will be returned to them without any interest, after expiry of the Bid validity period, but not later than thirty (30) days after conclusion of the resultant contract. Successful Bidder's Bid Security will be returned without any interest, after receipt of performance security from that Bidder.

11.6 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 purchaser. The successful Bidder's Bid Security will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

12. Bid Validity

12.1 The Bid shall remain valid for acceptance for a period of 90 days (Ninety days) after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected.

12.2 In exceptional cases, the Bidders may be requested by the Purchaser 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.

13. Signing of Bid

13.1 The Bidders shall submit their Bids as per the instructions contained in ITB Clause 6.

13.2 Bid shall be typed 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 and upload in PDF format.

- 13.3 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.
- 13.4 Bidding Document seeks **on-line** quotation following **Two Bid Systems, in two parts**. First part will be known as **'Technical Bid'**, and the **second part 'Price/Financial Bid'** as specified in Clause-6 of ITB.
- 13.5 Authorized Signatory/Signing of Tender:
Individual signing the tender or other documents connected with contract must specify the capacity in which the tender documents are signed as:
- a) A 'sole proprietor' of the concern or constituted attorney of such sole proprietor;
 - b) A partner of the firm, if it be a partnership firm, in that case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.

D. SUBMISSION OF BIDS

14. Submission of Bids

Online bids have been invited and bidder should submit their bid as per instructions given for submission of On-line bids under Section II-B.

E. BID OPENING

15. Opening of Bids

- 15.1 The Purchaser will open the Bids at the specified date and time and at the specified place as indicated in the IFB in Section-I.
- 15.2 In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for the purchaser, the Bids will be opened at the appointed time and place on the next working day.
- 15.3 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 at CPPP website: <https://eprocure.gov.in/eprocure/app>.
- 15.4 Two - Bid system as mentioned in Para 6 and 13 above 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. During the Technical Bid opening, the Bid opening official(s) will read the salient features of the Bids like brief description of the services/ goods offered ,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 and commercially acceptable 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 of the goods offered etc., as deemed fit by Bid opening official(s) will be read out.

F. SCRUTINY AND EVALUATION OF BIDS

16. Preliminary Scrutiny of Bids

- 16.1 The Purchaser will examine the Bids to determine whether they are complete, whether the documents have been properly signed, stamped and whether the bids are generally in order.

- 16.2 These Bids shall be scrutinized and evaluated by the Purchaser with reference to parameters prescribed in the Bidding Document. In the first instance technical bids shall be evaluated.
- 16.3 Prior to the detailed evaluation of Price Bids, the Purchaser will determine the substantial responsiveness of each Bid to the Bidding Document. For the purposes of these clauses, a substantially responsive Bidder is one, which conforms to all the terms and conditions of the Bidding Documents including Technical Specifications/ eligibility criteria without material deviations.
- 16.4 Thereafter, in the second stage, the Price Bids of only those bidders shall be opened for further evaluation on a notified date, which are found technically responsive (as decided in the first stage). The prices, special discount, if any, as deemed fit by Bid opening official(s) will be read out.
- 16.5 Bids of the Bidders, who do not meet the required eligibility criteria prescribed in Section III or conditional bid will be treated as non - responsive and will not be considered further.
- 16.6 SAI may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material provided such waiver does not prejudice or affect the relative ranking of any other bidder(s).
- 16.7 If a Bid is not substantially responsive, it will be rejected by the Purchaser.

17 Comparison of Bids and Award Criteria.

17(a) Evaluation for total requirement

The bidder are required to quote for all items mentioned in the Price schedule at Section- IV(B), otherwise the bid would be treated as unresponsive and rejected.

- 17 (b)** For comparison for ranking purpose for evaluation, the comparison of the responsive Bids shall be carried out with price on all inclusive basis. The bidder who is L-1 for majority of the items shall be treated as L-1 bidder and negotiations if required shall be conducted with the said L-1 bidder. The comparison of rates shall be carried out for original items i.e. for the items given in the price schedule.

Notification of award may be issued to the lowest responsive Bidder who meets the laid down Eligibility Criteria and submits the required Bid documents and accept other terms & conditions of Invitation for Bid.

- 18.** The Purchaser reserves the right to give the price preference/purchase preference as per the instructions 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

19. Purchaser's Right to accept any Bid or to reject any or all Bids

The Purchaser 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 Biding process and reject all Bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected Bidder or Bidders.

20. Notification of Award/Execution of Agreement

- 20.1 The Purchaser will notify the successful Bidder(s) in writing, by registered/speed post or by fax/email etc. that its Bid for services/ goods, which have been selected by the purchaser, has been accepted, indicating essential details and corresponding prices accepted.

20.2 The successful bidder must furnish to the purchaser the performance security of the required amount and execute an agreement on non-judicial stamp paper of Rs. 100/- within fifteen days from the date of issue of Notification of Award and start the work from the date of communication.

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

21. Non-receipt of Performance Security and Contract by the Purchaser

Failure of the successful Bidder in providing Performance Security and / or executing the agreement in terms of ITB clause above, shall make the Bidder liable for forfeiture of its bid security and, also, for further actions by the Purchaser against it for termination of contract for default and other administrative actions as deemed fit by the purchaser.

22. Corrupt or Fraudulent Practices

It is required by all concerned namely Bidders/ Service provider to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser/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 Purchaser 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) The Purchaser 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 shall be initiated.

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 enrol 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/amendment/modification 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 Bid Security 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 opener’s 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 (i.e. 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 query 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 contact person indicated in the tender.
- (ii) Any query relating to the process of online bid submission or query relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The Contact number for the helpdesk is 1800 3072 2232. Foreign bidder can get help at +91-7878007972, +91-7878007973.

SECTION-III**(A) ELIGIBILITY CRITERIA & PERFORMANCE STATEMENT**

S. No.	ELIGIBILITY CRITERIA
1.	(a) The bidder should have minimum 03(three) years experience of running Canteen/ Mess in any of the Departments/Autonomous Institutions/ Universities/ Public Sector Undertakings etc of the Government of India or any other State Government or Public Sector Banks or Local Bodies/Municipalities. (b) The bidder should have average annual turnover of rupees Fifty (50) Lakhs for running Canteen /Mess Service during last three years ending March 2017. (c) The bidder should submit performance statement as per format given under Section-III (B) duly certified by C.A., along with copy of orders/agreements. (d) The bidder should furnish certificate from at-least one organization regarding successful running the canteen/mess (during the above mentioned period).
2.	The bidder should have license/registration from Food/Health Department/FSSAI and other authorities, if any to run the canteen/mess.
3.	The bidder should have valid registration with ESI.
4.	The bidder should have registration for Employee Provident Fund.
5.	The bidder should have a PAN card.
6.	The bidder should have Service Tax /GST registration.

Note:-

- 1) In support of Para 1 above, the Bidders shall furnish Performance Statement in the format as per Section III(B)

B. PROFORMA FOR PERFORMANCE STATEMENT

(For a period of last three years)

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

Contract placed by (full address of Employer)	Contract number and date	Description of ordered services	Period of Contract	Value of Services performed (Per Annum)	Whether the services performed as per Contract provisions. Deviation if, any may be indicated.
1	2	3	4	5	6
i)2014-15					
ii)2015-16					
iii)2016-17					

Total: _____

(Signature of the Bidder)

Name, Address and seal of the Bidder: _____

Note:

- SAI reserves the right to ask the Bidder to furnish copy of contract for services in respect of above.

SECTION-IV

(A) BID SUBMISSION FORM

Date_____

To

Director (GAD)
Sports Authority of India
JNS Complex, New Delhi

Ref.: Your Bidding Document No. _____ dated _____

We, the undersigned have examined the above-mentioned Bidding Document, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to provide Services - *running of Canteen and catering services in conformity with your above referred document.*

If our Bid is accepted, we undertake to provide Canteen and Catering Services as mentioned above in accordance with the Scope of Services as specified as per Section-IV & V, with Special Conditions of Contract under Section-VI and General Conditions of Contract as per Section-VII of the Bidding Documents.

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 2, in Section - VII for due performance of the contract, including amendment/ corrigendum if any.

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

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 we do not stand deregistered/banned/blacklisted by any Govt. Authorities and no case is pending with any Investigating Agency against the firm/Proprietor/partner of the Company.

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

(Signature of the Bidder)

Name, Address and seal of the Bidder: _____

SECTION-IV
(B) PRICE SCHEDULE

Director (GAD)
Sports Authority of India
JNS Complex, New Delhi

Ref.: Your Bidding Document No. _____ dated _____

Dear Sir,

This is certified that I/we have visited and studied the actual site and its operational requirements and have understood all clauses of the Bid Document.

We hereby quote the following rates for Canteen & Catering Services for Sports Authority of India, New Delhi initially for a period of two years extendable further for a period of one year, for the Scope of Services as mentioned below in accordance with Special conditions of Contract as per Section-VI and General Conditions of Contract as per Section-VII of the Bidding Documents, as under:

S.No	Name of Item	Quantity/Unit	Rate all inclusive (in Rs.)
1.	Bread & Butter	2 Pcs.(2 Slices Big+Butter25 gm)	
2.	Sweets (Burfi/Gulab Jamun) 60 gms	One piece	
3.	Snacks-Samosa/ Bread Pakora standard size	One piece	
4.	Omlette-one egg with Bread (2 pcs)		
5.(a)	High Tea (Kaju, Kaju Burfi, Paneer Pakora, Biscuits, wafers, Tea/ Coffee, Mineral Water Boottle, Cold Drink)	Per plate	
5(b)	Buffet Executive High Tea (Juice, Kaju, Roasted Badam, Kaju Burfi/Burfi, Paneer Pakora/Mixed Pakoras, Cookies Biscuits, wafers, Tea/ Coffee, Mineral Water Boottle, Cold Drink)	Per plate	
6.	Daal 250 ml	Per plate	
7.	Sabzi 250 ml with gravy	Per plate	
8.	Paneer Pakora 50 gms	Per piece	
9.	Nashta(Puri-4,Sabzi-1,Salad)	Per plate	
10.	Staff Lunch (Thali)-Roti-2,Chawal-half plate,Daal-1,Sabzi-1,Raita,Papad,Salad,Sweet	Per thali	
11.	Pakora mix /Aloo Bonda -100 gms minimum	Per plate	
12.	Egg Curry - Two eggs	Per plate	

13.	Buffet Lunch-(Veg.) – Fruit Juice/Soup, Shahi Panner, Malai Kofta, Seasonal Veg., Dal Makhani, Dahi Bhalla, Pulao/Plain Rice, Nan,Roti,Parantha, Sweet, Ice Cream, Green Salad, Pickle, Papad, Tea/Coffee/Cold drink, Mineral	Per person	
14.	Buffet Lunch- (Non-Veg)- Fruit Juice/Soup, Shahi Panner, Malai Kofta, Seasonal Veg., Chicken/Mutton/Fish Fry Dal Makhani, Dahi Bhalla, Pulao/Plain Rice, Nan/Roti/Parantha, Sweet, Ice Cream, Green Salad, Pickle, Papad, Tea/Coffee/Cold Drink, Mineral Water	Per person	
15.	Coffee Cup 150 ml	One cup	
16.	Ordinary Tea Cup 150 ml	One cup	
17.	Green label tea Cup 150 ml	One cup	
18.	Lemon tea Cup 150 ml	One cup	
19.	Tea (Tea Bag) 150 ml	One cup	
20.	Branded Biscuit, Cold drink, Mineral Water Bottle, Branded Juice & Other packed items (Milk powder, Sugar cube, Tea bags etc.)	Each packet/Bottle	
21.	Packed Lunch Official (Veg)- 01 Dal, 01 Paneer, 01 Veg. Sabji & Roti/Paratha/Nan, Rice, Green Salad, Pickle, Curd/Raita, 01 Sweet	Per packet	
22.	Packed Lunch Official (Non-Veg)- 01 Chicken/Fish/Mutton, 01 Veg., Roti/Paratha/Nan, Rice, Green Salad, Pickle, Curd/Raita, 01 Sweet	Per packet	
23.	Veg. Sandwich (small)	One piece	
24.	Veg. Sandwich (Jumbo)	One Piece	
25.	Sambar Vada/idli (Standard Size)	One	
26.	Chhole Bhature (Two piece each weighting minimum 40 gm)with Chana masala	Per plate	
27.	Aloo Subji with four Puris	Per plate	
28.	Handling charges in %age (over and above the price charged) - For Special food(Lunch/dinner- outsourced)		

- A. Bidders are required to quote for all the items otherwise the bid would be treated as unresponsive and rejected
- B. Rates quoted are all inclusive i.e. inclusive of all taxes/duties and levies.
- C. Monthly License Fee of Rs. 1,000/- shall be submitted by the successful bidder.
- D. For other items, if any, enclose separate price list with signature and seal. However, while comparing the rates, only the originally listed items as above shall be taken into consideration for price comparison.

(Signature of the Tenderer with seal)

Date :

SECTION -IV
(C) BANK GUARANTEE FORM FOR BID SECURITY

Whereas _____ (hereinafter called the "Bidder") has submitted its quotation dated _____ for providing Canteen and Catering Services (hereinafter called the "Bid") against the SAI Bid Reference No. _____

Know all persons by these presents that we _____ of _____ (hereinafter called the "Bank") having our registered office at _____ are bound unto _____ Sports Authority of India, New Delhi (hereinafter called the SAI) in the sum of _____ for which payment will and truly to be made to the said SAI, 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 SAI during the period of its validity:-
 - a) Fails or refuses to furnish the Performance Security for the due performance of the contract within the period specified.
 - or**
 - b) Fails or refuses to accept/execute the contract.

We undertake to pay the SAI up to the above amount upon receipt of its first written demand, without the SAI having to substantiate its demand, provided that in its demand the SAI 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 _____ [insert date forty-five days after the period of Bid validity of 90 days i.e. for 135 days (90 days + 45 days)] from the date of Bid Opening i.e. by _____ 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
(D) NEFT MANDATE FORM

From: M/s.

Date:

To

Director (GAD)
Sports Authority of India
JNS Complex, New Delhi

Sub: NEFT PAYMENTS

For remittance of our payments using RBI's NEFT scheme, our payments may be made through the above scheme to our under noted account.

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATAE FORM

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

(Signature of the Bidder)

Name, Address and seal of the Bidder: _____

Confirmed by Bank

Enclosed a copy of Cancelled Cheque

SECTION – IV

(E) POWER OF ATTORNEY DULY NOTARIZED

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 (hereafter referred to 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 writing participate in bidders' and other conferences and providing information to SAI, representing us in all matter before SAI, signing and execution of all contracts including the Agreement and undertaking consequent to acceptance of our bid, and generally dealing with SAI in all matter in connection with or relating to or arising out of our bid for the said Tender and /or upon award thereof to us and / or till the entering into of the Contract with SAI.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm 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 _____, 2017
For _____

(Name , Title and Address) Witnesses :

- 1.
- 2.

Accepted (Notarized)

(Signature)

(Name , Title and Address of the Attorney)

PART-2

SCOPE OF WORK

SECTION - V

Scope of Services

- a) The Contractor is required to supply Tea, Coffee, Lunch and Snacks etc. to nearly 300 employees of the SAI and NDTL on personal payment on requirement basis. In addition to the regular employees, the canteen will also cater to the need of authorised Visitors/Guests who visit SAI as well as NDTL office for official work. Tea/Coffee/Snacks/Cold Drinks/Lunch/Buffets etc. shall also be supplied for meetings or other purposes.
- b) Handling charges in % age (over and above the price charged)-
For Special food (Lunch/dinner - outsourced).**

SECTION - VI

Special Conditions of Contract

The Special Conditions of Contract for Providing Canteen & Catering Services at SAI, Head Office as per Scope of Services indicated in Section- IV & V are as under:

Special Conditions of Contract:

1. That the licensee shall equip himself with all necessary permits, license and other permissions as may be required under the law any time with regard to running of the staff canteen.
2. Free Water connection as available in SAI will be provided, free Electricity connection will be provided for Fridge, Heater/Tube-lights/Owan/Microwave etc. and not for cooking purpose.
3. The contractor has to bring his own kitchen equipments, crockery and cutlery utensils and other items required for preparing and serving of food. All the items should be of good and standard quality and same are subject to checking by SAI. Plastic items for serving canteen items will not be allowed.
4. That in the event of any loss occasioned to the SAI, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the SAI, the said loss can be claimed from the contractor up to the value of the loss. The decision of the SAI, in this regard will be final and binding on the contractor.
5. In case any such structure (s) is/are required to be put by the Contractor for promotion of his business, the contractor shall submit a detailed plan for approval of the SAI. No addition/alteration or structural changes would be allowed to be put up without the written prior approval of the SAI
6. The contractor will be responsible for cleanliness of dining hall and Kitchen area. Utensils etc. will be washed /cleaned with hot water and good cleaning powder/detergent. Washing of utensils etc. including dishwashing shall not be permitted at any place other than the space provided for this purpose in the Kitchen.
7. Only such item of foods and beverages etc. will be prepared as provided in menu and any additional items which have not been prohibited by Ministry of Health, SAI or any other Govt. Agency. For additional items, the rates will be mutually decided between SAI and contractor.
8. (a) The food supplied should be wholesome, hygienic and nutritious and prepared in refined oil of reputed brand The SAI reserves the right to take the assistance of any institution /agency /expert for guidance in this regard and advice of Officer I/c will be binding on the contractor.

(b) SAI reserves the right to get the food items to be served, tested from a Government Lab at any time. If the test fails the contractor is to be proceeded and the

cost of test will be borne by the contractor and in case the test passes, the cost of the test will be borne by SAI.

(c) In case food items fails in test a show cause notice shall be served to the contractor seeking explanation for serving bad quality of food items and a penalty of Rs. 5,000/- shall be imposed in each occasion. In case of any such instance occurs again in future, SAI reserves the right to cancel the contract at a short notice of 07 days.

9. That the contractor shall maintain environmental hygiene and proper sanitation of the premises during all working hours. The contractor shall be bound to comply with all the provisions of the prevention of Food and Adulteration Act as applicable and such other Central and local laws and rules and regulations existing therein or enacted or may be introduced subsequently.
10. That the contractor shall use dustbins for the refuse and the Kitchen waste. The contractor shall arrange for removal of the garbage, the kitchen waste or any other type of refuse or waste material every day at his own expenses and under his own arrangements. If kitchen waste /garbage is found dumped at prohibited placed, in shafts etc, minimum fine of Rs. 500/- shall be levied on each occasion along with removal charges by SAI.
11. That the Contractor or his employees shall not to do anything in or outside the premises which may create nuisance or any annoyance to the SAI and or to the visitors and Sportspersons visiting the premises.
12. That the contractor shall not display any neon signboard or advertisement board etc.
13. That the overall control and supervision of the premises shall remain and vested in the SAI who through its authorised representative will have the right to inspect the whole or part of the premises as and when considered necessary with respect to its bona-fide use and in connection with fulfilment of other terms and conditions of contract.
14. The premises leased to contractor shall not be utilised for any other or different purposes than set out, and any other form of commercial or trading use of the premises shall constitute a breach of this contract besides rendering the contractor liable to pay additional charges for the unauthorised commercial use as may be determined by Director General, SAI in his sole discretion.
15. The contractor is required to abide by all relevant Acts of Govt. like Minimum Wages Act, Contract Labour Act (Contract Labour (Regulation & Abolition Act, 1970) and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time, for his employees and shall be fully responsible for any violation thereof.
16. Every employee of the contractor shall wear uniform and a badge displaying his/her name, while on duty. The said uniform and badge shall be provided by the contractor at his own cost.
17. The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.

18. The SAI does not recognize any employee/employer relationship with any of the employees of the contractor and shall not be under any obligation for providing employment to any of the worker of the contractor. A certificate to this effect from all employees shall be submitted by the contractor
19. In case any complaint is received attributable to misconduct/mis-behaviour of contractor's staff, SAI may direct the contractor; to have any person removed who is considered to be undesirable or otherwise.
20. The Contractor should get medical check up of his deployed staff periodically to ensure that they do not suffer from contagious diseases and are fit to discharge their assigned duties. A certificate in this regard shall be submitted by the contractor at the time of start of the agreement and thereafter on half yearly basis, from a Registered Medical Practitioner i.e. (minimum MBBS Doctor).
21. All liabilities arising out of accident or death of any employee of the Contractor while on duty shall be borne by the contractor.
22. The contractor shall be responsible to maintain all property and equipment of the SAI, entrusted to him. Any damage or loss caused by contractor's persons to the SAI, in whatever shape would be recovered from the contractor.
23. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel or information sought under RTI Act 2005, in respect of contractor's personnel/agency, the same shall be directly borne by the contractor including all expenses/fines.
24. **Penalty for Default.**
 - a) If during inspection/complaint regarding quality of food and Contractor's service is found not to be satisfactory, SAI, have the right to claim by way of penalty an amount of Rs.500/- on 1st default, @ Rs.1000/- on 2nd default and thereafter @ Rs.2000/- for every such occasion during the month in fulfilment of contractual obligations.
 - b) Vegetables used should be fresh and good quality. Items like Aji-no-moto, Baking Soda, Colouring items etc. are banned and they should not be used.
 - c) (i) Any complaint with regard to (b) above and insects cooked along with food found in any food items. (ii) Soft objects like rope, soft plastic, cloth etc. in food and (iii) Stones/pebbles found in food items shall attract penalty as indicated above.
 - d) Repeated non- observation/discrepancies in fulfilment of contractual obligations may result into termination of contract at one months notice.
25. On the expiry of the period of Contract, the contractor shall become an unauthorised occupant of the said public premises under section 4 of the Public Premises. (Eviction of unauthorised occupants) Act-1971 and the contractor shall be liable to be proceeded under the provisions of the said Act besides the jurisdiction of the Estate Officer as appointed by Ministry of Youth Affairs and Sports or SAI

26. That the SAI reserves the right to change the location of the premises at any time and may at its discretion call upon the Licensee to vacate the site and may give him an alternative premises for the purpose of this license. In such a case, the Licensee shall be bound to vacate the premises immediately and accept the said alternate premises. The entire expenditure on such shifting shall be borne by him and the licensee shall not be entitled to claim any compensation or revision in the license fee on that score.
27. The contractor has to provide the services of serving the snacks/tea/coffee/meals in the canteen and at offices located in the building for a period of 10 hours from 09:00 AM to 07:00 PM on all the week days due to operational requirement. The timing of opening of Canteen is 08:00 AM and closing at 08:00 PM positively. Night stay at Staff Canteen is not allowed.
- 28.1 The successful tenderer must necessarily operate the contract for a minimum of 50% of the total period of the contract, failing which; the licensee may be debarred from participating in any commercial Tenders of SAI, for minimum period of three years. Thereafter, contractor can terminate the contract by giving 30 days notice.
- 28.2 The Licence can be terminated by the SAI by giving 30 days notice in writing without assigning any reason thereto.
29. The contractor will not be allowed to use hard coal/wood any electric appliances for cooking purposes.
30. The Licensee shall obtain proper Fire Insurance coverage including theft and burglary in respect of all the movable and immovable assets of the party stored or used in the licensed premises and SAI shall not be responsible for any LOSS or DAMAGE caused to the items procured by licensee on any account whatsoever.
31. The successful bidder shall intimate the names of the persons employed by him or going to be employed, who are near relatives of SAI employees if any.
32. That the Licensee shall operate the subject facility by charging the rate form users, as may be approved by the SAI in advance. Licensee shall exhibit the said approved rates at a conspicuous place inside the licensed premises and will charges the rates not more than MRP for branded items.
33. Where any portion of special conditions of contract is repugnant to or at variance with any provisions of the general conditions of contract then unless a different intention appears the provisions of the special condition of contract shall be deemed to override the provisions of the General conditions of contract only to the extent such repugnance/ variations in the special conditions of contract as are not possible of being reconciled with the provisions of general conditions of contract.

PART-3

CONTRACT

SECTION - VII
GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

The General Conditions of Contract, Special condition of contract incorporated in Section-VII & VI, respectively and Scope of Services under Section V of the bid document shall be applicable to the Contract.

2 Performance Security

2.1 Within fifteen (15) days from date of the issue of Notification of Award by the SAI , the Contractor shall furnish performance security to the SAI, for an amount of Rs.2,50,000/-, valid up 24 months + two months, i.e. for 26 months from the date of Notification of Award.

2.2 The Performance security shall be denominated in Indian Rupees in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in Section VIII (B) of this document in favour of the Secretary, SAI.

2.3 The SAI will release the Performance Security to the Contractor without any interest on completion of the all contractual obligations subject to adjustment of all amounts/losses/damages/recoveries/penalties payable to SAI and claims of SAI there from.

2.4 SAI shall be entitled to forfeit/invoke or otherwise adjust the Performance Security without notice to the bidder, if the bidder fails to perform or commits breach of any of its obligations or the terms and conditions of the Bidding Documents. For the avoidance of doubt, it is clarified that SAI may draw from the Performance Security any costs, expenses, losses, damages or compensation arising out of any such breach/damage of failure.

2.5 Bidder agrees that the decision of SAI in respect of any forfeiture/invocation/adjustment of the Performance Security will be final and binding on the Bidder. SAI shall be entitled without any limitation or interference, to forfeit/invoke/adjust the Performance Security, as set out in this Section. Upon forfeiture/invocation/adjustment of the Performance Security as aforesaid, the Bidder shall replenish the Performance Security to their original amounts within 07 days from the date of such forfeiture/invocation/adjustment. In case of any delay or failure in replenishing the Performance Securities as set forth in the foregoing sentence, SAI reserves its rights to terminate the contract without any further notice to the bidder.

3. Scope of work

The Services to be provided by the Contractor under this contract shall conform to the requirements and responsibilities under scope of services mentioned in Section V of this document.

4. Inspection and Quality Certification

The Inspection and monitoring of Canteen & Catering Services will be carried-out regularly and randomly by Authorised Officer of SAI who will issue Quality Certification on monthly basis certifying the Quality of Services provided by the Contractor during a particular month.

5. Prices

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

6. Taxes & Duties

The Contractor shall be entirely responsible for payment of all/any type of taxes, etc. including GST, to any authority against this contract

7. Terms of Payment and Mode of Payment

- 7.1 Payment against the contracted services will be made on monthly basis, on submission of bills, within 30 days from the date of receipt along-with relevant documents, based on actual consumption duly certified by concerned Officers of SAI subject to recoveries/damages, if any.
- 7.2 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and any other tax as applicable will be made from the bills payable to the Contractor at the rates as notified from time to time.
- 7.3 If as a result of post payment audit, any over payment is detected in respect of any bill of contractor under the contract the same shall be recovered by SAI from the contractor.
- 8. Termination for default**
The SAI, without prejudice to any other contractual rights and remedies available to it may by written notice of default sent to the Contractor, terminate the contract in whole or in part, if the Contractor fails to perform any or all of the services or fails to perform any other obligation(s) of the contract.
- 9. Period of Contract**
Unless otherwise instructed by the SAI, the Contractor shall continue to perform the contract for a period of twenty-four (24) months from the date of commencement of subject services. The contract can be extended by mutual consent up to a maximum period of 12 months at the same rates and terms & conditions based on performance.
- 10. Termination for insolvency**
If the contractor becomes bankrupt or otherwise insolvent, the SAI reserves the right to terminate the contract at any time, by serving written notice to the Contractor without any compensation, whatsoever, to the Contractor, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and /or will accrue thereafter to the SAI.
- 11. Resolution of disputes**
- 11.1 If dispute or difference of any kind shall arise between the SAI and the Contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 11.2 If the parties fail to resolve their dispute or difference by such mutual consultations, within twenty-one days of its occurrence, then, either the SAI or the Contractor 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 SAI and Contractor 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.
- 11.3 Venue of Arbitration: The venue of arbitration shall be the place from where the Contract has been issued, i.e., New Delhi.
- 12. Jurisdiction**
The courts at New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this contract between the parties.
- 13. Applicable Law**
The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

**SECTION – VIII
CONTRACT AGREEMENT**

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

This Agreement is made on _____ at New Delhi between Sports Authority of India (here-in-after called as "SAI") through which expression includes its successors and permitted assignees) through the Director (GA Division), having its office at Jawaharlal Nehru Stadium, Lodhi Road Complex, New Delhi, as the First Party.

AND

M/s _____ having its office, _____ through its proprietor Shri _____ (here in after called as M/s _____ which expression includes its successors and permitted assignees) as the Second Party.

Whereas SAI has awarded to Second Party the contract for _____ as per following details: -

Contract No. _____ Dated – _____

1. Name & address of the Contractor _____
2. Purchaser's Bidding Document No. _____ dated _____, and subsequent Amendment No NIL, dated NIL (if any), issued by the purchaser.
3. Contractor's Bid No. ____ L dated _____ and subsequent communication(s) dated _____ 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 the Contract:
 1. Purchaser's Notification of Award
 2. Price Schedule – Annexure-"A".
 3. General Conditions of Contract – Annexure – "B".
 4. Special Condition of Contract – Annexure – "C".

In witness whereof the parties have set their hands and seals of the day and year mentioned above.

(Signature, name and address
of the purchaser's authorised official)
For and on behalf of Director General

Sports Authority of India _____
[Signature with date, name and designation]
For and on behalf of Messrs _____

1. Witness:
Name _____
Address _____

2. Witness:
Name _____
Address _____

SECTION – VIII

(B) BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To,

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

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

Date: [insert date (as day, month, and year) of Notification of Award]
and Contract No. _____

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

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

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number]

We have been informed that [insert complete name of Insurance Provider] (hereinafter called "the contractor") has entered into Contract No. [insert number] dated [insert day and month], [insert year] with you, for providing the 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 *Bidder* 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 *Bidder* 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]