

SPORTS AUTHORITY OF INDIA
(Stadia Division)
Head Office, Jawaharlal Nehru Stadium Complex
Gate No.10, Lodhi Road, New Delhi-110 003
Telephone: +91 – 11 – 24367770, E-mail: adstadia.sai@gmail.com

Bid Reference No. 115/SAI/SA/MESS/2016-17

Date: 25.04.2017

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

E-Bidding Document

For Supply of

Mess Facility for Sports Hostel trainees in its three Stadia in Delhi namely Jawaharlal Nehru Stadium(JNS) , Indira Gandhi Sports Complex(IGSC) and Dr. Syama Prasad Mookerjee Swimming Pool (Dr. SPMSPC) for a period of one year extendable upto one more year, subject to satisfactory services.

Bid Reference No.

CRITICAL DATE SHEET

Published Date	26.04.2017 (6.00 PM)
Bid Document Download / Sale Start Date	27.04.2017 (10.00 AM)
Clarification Start Date	27.04.2017 (3.00 PM)
Clarification End Date	01.05.2017 (3.00PM)
Bid Submission Start Date	01.05.2017 (4.00PM)
Bid Submission End Date	17.05.2017 (3.00PM)
Bid Opening Date	18.05.2017 (3.00PM)

INDEX

<u>Section</u>	<u>Topic</u>	<u>Page No.</u>
----------------	--------------	-----------------

PART-1 BIDDING PROCEDURE

Section I	– Invitation for Online Bid (IFB) -----	4-5
Section II	– Instructions to Bidders (ITB) -----	6-15
Section III	– (A) Qualification Criteria -----	16
	(B) Performance Statement -----	17
	(C) Selection Criteria -----	18
Section IV	Bidding Forms:	
	- (A) Bid Submission Form-----	19
	– (B) Price Schedules -----	20
	– (C) Bank Guarantee Form for Bid Security-----	21
	- (D) Letter of Authorisation for attending bid opening Meeting	22
	- (E) National Electronic Fund Transfer (NEFT) Form-----	23

PART-2 –WORK REQUIREMENTS

Section V	– Scope of Work -----	24-28
-----------	-----------------------	-------

PART-3 –CONTRACT

Section VI	– General Conditions of Contract (GCC) -----	29-33
Section VII	– Contract Forms	
	(A) Contract Agreement -----	35
	(B) Bank Guarantee Form for Performance Security-----	36

PART-1

BIDDING PROCEDURE

SECTION I

Bid Reference No. 115/SAI/SA/MESS/2016-17

INVITATION FOR ONLINE BIDS (IFB)

Sports Authority of India, for and on behalf of the Director General, Sports Authority of India, invite On-line Bid for Mess Catering Services for Sports Hostel trainees in its three Stadia in Delhi namely Jawaharlal Nehru Stadium(JNS) , Indira Gandhi Sports Complex(IGSC) and Dr. Shyama Prasad Mukherjee Swimming Pool (Dr. SPMSPC) for a period of one year and extendable to another one year subject to providing satisfactory services.

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

Brief Description of Work Mess Catering Services at Stadia mentioned below	Amount of Bid Security in Rupees (Earnest money deposit in Rupees)
Cooking and Serving meals- Breakfast (Morning), Lunch, Snacks and Dinner, Procurement of raw materials as per specification/Menu given in Section V. Cleaning of utensils, and serving items. Cleaning of cooking, dining and auxiliary areas etc. Security of the equipment, utensils and other items in the mess. Maintenance of the equipment in the kitchen and dining areas.. Deployment and supervision of required manpower for the above mentioned job. <i>PLACE-</i> 1. JNS Hostel- Jawaharlal Nehru stadium Complex , Lodhi Road, New Delhi PIN-110003 2) IGSC Hostel- I.P. Estate, Near Raj Ghat, Grand Trunk Road, New Delhi-110002 3) Dr. SPMSPC Hostel – Willington Crescent Road, Talkatora Garden, New Delhi-110001	Rs. 4.00 Lakhs (Rupees Four Lakhs Only)
Payment: Scanned copies of demand draft/ document of Earnest Money Deposit to be uploaded and original of the same must be sent to the Executive Director (Stadia), Head Office, Jawaharlal Nehru Stadium, Lodhi Road, New Delhi-110 003 on or before Bid Submission Date & Time as mentioned in Critical Date Sheet.	

CRITICAL DATE SHEET

Publication of Tender Documents	26.04.2017 (6.00 PM)
Downloading of Bid Document	27.04.2017 (10.00 AM)
Cut of Date of Seeking Clarification	01.05.2017 (3.00PM)
Last Date & Time of Submission of Bids	17.05.2017 (3.00PM)
Opening Date & Time of Technical Bids	18.05.2017 (3.00PM)
Opening Date & Time of Financial Bids	---

2. Bidder may also download the Bidding Documents from the web site- <http://sportsauthorityofindia.nic.in> & CPP Portal of Govt. of India i.e.

<http://eprocure.gov.in/eprocure/app> Bidders shall ensure that their Bids, complete in all respect 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. 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. 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.
6. Intending tenderers are advised to visit again CPPP website <https://eprocure.gov.in/eprocure/app> and SAI website www.sportauthorityofindia.nic.in at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

Executive Director (Stadia)
For and on behalf of
Director General, Sports Authority of India.

SECTION –II (A)

INSTRUCTIONS TO BIDDERS (ITB)

CONTENTS

Sl. No.	Topic	Page No.
A	PREAMBLE	
1	Introduction	7
2	Language of Bid	7
B	BIDDING DOCUMENTS	
3	Contents of Bidding Documents	7
4	Amendments to Bidding Documents	7
5	Clarification of Bidding Documents	8
C	PREPARATION OF BIDS	
6	Documents Comprising the Bid	8-9
7	Bid Price	9
8	Firm Price	9
9	Bid Security	9-10
10	Bid Validity	10
11	Signing of Bid	10-11
D	SUBMISSION OF BIDS	
12	Instructions for on line submission of bid	11
E	BID OPENING	
13	Opening of Bids	11
F	SCRUTINY AND EVALUATION OF BIDS	
14	Scrutiny of Bids	11
15	Qualification Criteria	12
16	Comparison of Bids and Award Criteria	12
G	AWARD OF CONTRACT	
17	SAI's right to accept any bid and to reject any or all bids	12
18	Notification of Award	12
19	Issue of Contract	12
20	Non-receipt of Performance Security and Contract by the Purchaser	12
21	Corrupt or Fraudulent Practices	13
Section- II-B		
	Instructions for online Bid Submission	13-15

SECTION – II
INSTRUCTIONS TO BIDDERS (ITB)

A. PREAMBLE

1. Introduction

1.1 This Bidding Document is for MESS services 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 a true English translation and, for purposes of interpretation of the Bid, the true English translation shall prevail.

B. BIDDING DOCUMENTS

3. Content of Bidding Documents

In addition to

- Section I – “Invitation for Online Bid” (IFB), the Bidding Documents include:
- Section II – Instructions to Bidders (ITB)
- Section III – Qualification Criteria & Performance Statement
- Section IV – Bidding Form
- Section V – Scope of work
- 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: <http://sportsauthorityofindia.nic.in> and CPP Portal of Government of India i.e. <http://eprocure.gov.in/eprocure/app> only.

4.3 Prospective Bidders are advised in their own interest to visit above mentioned website for any amendment etc. before submitting their respective 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 Tender Inviting Authority as per the time line of critical date sheet.

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 (bidders are requested to upload online following document in PDF format):

A) Technical Bid:

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

- i) Bid Security: Bid Security to be furnished in accordance with ITB clause 9.
- ii) Bid Submission Form as per Section IV (A) and letter of authorization in favour of signatory of Bidding Documents.
- iii) Three years experience in the field of Mess services
- iv) PF Registration with PF Code Number;
- v) ESI Registration;
- vi) Valid licence issued by Regional Labour Commissioner, under Contract Labour Act or any other Act/Rule.
- vii) Average annual financial turn-over should be Rs. 200.00 lakhs (Rupees Two Hundred Lakhs Only) during the immediate last three consecutive financial years viz 2013-14, 2014-15 & 2015-16 (if accounts for 2015-16 are not finalized then 2012-13, 2013-14 & 2014-15). Certificate of Chartered Accountant to be enclosed in support thereof.
- viii) Registration with service tax
- ix) TIN number, & PAN number
- x) Income Tax Returns for any of the three years as mentioned in clause 6 A (vii).
- xi) Registration of the firm (Proprietorship or Partnership)/ Company (Pvt, Ltd. Or Public Limited), Societies/Trust registered under applicable statutes in India alongwith the respective Memorandum of Association/Article of Association/Trust Deed etc.
- xii) National Electronic Fund transfer (NEFT) Form as per Section IV (E) for payment in Indian Rupee, if applicable.
- xiii) Documents mentioned in Qualification Criteria as per Section III (A).
- xiv) Registration certificate issued under Contract Labour (Regulation & Abolition) Act, 1970.
- xv) Power of Attorney in favour of signatory of Bidding Documents.
- xvi) Licence/registration from Food/Health Department/ FSSAI and other authorities if any to run Canteen/Mess.

xvii) The successful bidder shall submit all the above documents in original after issuance of LOI but before LOA.

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) Price Bid: [Upload online in prescribed PDF format as per Section-IV (B) of Bidding Document].

6.2 Price Schedule as per Section IV (B) filled up with all the details including service charges.

6.3 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.

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

6.5 The authorized signatory of the Bidder must sign the Bid and duly stamp the same with seal of the Company/Organization at appropriate places and initial all the remaining pages of the Bid.

6.6 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.

6.7 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

Note: All documents should be submitted in PDF format.

7. Bid Prices

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

8.2 Sales-tax/VAT, 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., **Service Tax shall be deducted by SAI while making payment.**

9. Bid Security

9.1 The Bidder shall furnish Bid Security, for an amount as shown in the IFB in Section I. 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. and other documents ensuring that such certification is still valid and subsisting.

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 "**Secretary, Sports Authority of India**", payable at "**New Delhi**". 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 (C) 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. As validity period of Bid as per Clause of ITB is 180 days, the Bid Security shall be valid for 225 days from Bid opening date.

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 **180 days (One hundred and eighty 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.

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.

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 clause 6.

11.2 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.

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.

11.4 Bidding Document seeks quotation following Two Bid System, in two parts. First part will be known as 'Technical Bid', and the second part 'Price Bid' as specified in clause-6 of ITB

D. SUBMISSION OF BIDS

12. Submission of Bids Online bids have been invited and bidder should submit their bid strictly in accordance with the instructions given for online submission under Section II-B.

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 IFB in Section-I.

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 at CPPP website: <https://eprocure.gov.in/eprocure/app>.

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 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, 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 with respect to the Bidding Document. For purposes of these clauses, a substantially responsive Bid is one, which conforms to and complies with all the terms and conditions of the bid document.

14.3 If a Bid is not substantially responsive, it will be out rightly rejected by SAI.

15. Qualification Criteria

Bids of the Bidders, which do not meet the required Qualification Criteria prescribed in Clause 6(A) & 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 highest 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 SECTION 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 and entitle them 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/ etc. 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 Clause 20 below.

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 send 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 sealed with date, 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 actions by SAI against it as per the **clause 5 of GCC** – Termination of default in **Section-VII** and other 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, SAI: -

(a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged or is 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 SAI if it at any time determines that the firm is or has been 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 to not to conclude Contract and in case Contract has been issued, terminate the same, if found to be obtained by any misrepresentation, fraud, 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, fraud, concealment & suppression of material facts 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 enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in//eprocure/app>) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.

(ii). As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

(iii). Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

(iv). Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying authority recognized by CCA India (e.g. Sify/TCS/nCode/ eMudhra etc.), with their profile.

(v). only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

(vi). Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

3. SEARCHING FOR TENDER DOCUMENTS

(i). There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for

tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

(ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

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

4. PREPARATION OF BIDS

(i) Bidder should take into account corrigendum published on the tender document before submitting their bids.

(ii) Bidders are required to go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. It is further advised that the Bidders need to carefully read the instructions with regard to 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 "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 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 of 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 (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 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 FOR TECHNICAL BID

Bid Reference No. 115/SAI/SA/MESS/2016-17

Sl. No.	Qualification Criteria
1.	The bidder shall have at least three years experience in running catering services in reputed institutions like schools/colleges/ offices/education institution/sports hostels with full set up in the area to effectively run the mess of hostel/mess at Delhi
2.	Satisfactory completion of at least three similar works, each of value not less than Rs. 80.00 lakhs OR two similar works, each of value not less than Rs.120.00 lakhs, OR one similar work of value not less than Rs.160.00 lakhs, 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/ Registered Education Institutions or other similar organizations.“
3.	Average annual financial turn-over should be Rs. 200.00 lakhs (Rupees Two Hundred Lakhs Only) during the immediate last three consecutive financial years viz 2013-14, 2014-15 & 2015-16 (if accounts for 2015-16 are not finalized then 2012-13, 2013-14 & 2014-15). Certificate of Chartered Accountant to be enclosed in support thereof.
4	PF Registration with PF Code Number;
5	ESI Registration
6	Valid licence issued by Regional Labour Commissioner, under Contract Labour Act or any other Act/Rule.
7	Licence/registration from Food/Health Department/ FSSAI and other authorities if any to run Canteen/Mess
8	Registration of the firm (Proprietorship or Partnership)/ Company (Pvt, Ltd. Or Public Limited), Societies/Trust registered under applicable statutes in India alongwith the respective Memorandum of Association/Article of Association/Trust Deed etc.
9	TIN number, PAN number & Service Tax Registration Certificate
10	Income Tax Returns for any of the three years as mentioned in clause 6 A (vii).

01. In support of above, the Bidder shall furnish scanned copy of the required documents, Performance Statement has to be as per proforma in Section-III 'B'.
02. Requirement of scanned copy of the documents as listed at Para 6 of Section II(ITB) is also a part of the qualification criteria.
03. 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.

SECTION– III

(B) PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last three years)

Bid Reference No. : _____

Date of opening : _____

Name and address of the Bidder : _____

Name and address of the departments where worked : _____

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

Signature and seal of the Bidder

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

SECTION-III
(C) SELECTION CRITERIA

1. SAI reserves the right to accept or reject any or all bids without assigning any reasons.
2. SAI also reserves the right to reject any bid (including the highest one) which in its opinion is not responsive or is violating any of the conditions/specifications or which is found to be adopting unethical business practices; without bearing any liability or any loss whatsoever it may cause to the bidder in the process.
3. Technical bids will be evaluated as per qualification criteria given in Section III (Qualification Criteria & Performance Statement) read with Clause 6 of Section II (ITB) of the tender documents.
4. Technical bids of only those bidders who have submitted Bid Security as per terms of NIT will be opened.
5. The successful bidder will be the one who emerges H1 out of responsive bids. In case, the two or more firms offer the same rates, the bidder having higher turnover will be considered successful bidder.

SECTION - IV
(A) BID SUBMISSION FORM

Date _____

To

Executive Director (Stadia)
Sports Authority of India ,J.N. Stadium Complex
Lodi Road, New Delhi 110003

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 supply and deliver mess facility for sports hostels in JNS, IGSC and Dr. SPMSPC in conformity with your above referred document for the sum as shown in the price schedule(s), attached herewith and made part of this Bid.

We further confirm that, if our Bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 5, in Section - VI for due performance of the contract.

We agree to keep our Bid valid for acceptance for **180 days** or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We agree to provide qualified workers as indicated in the Tender Documents for House Keeping Work as per terms & conditions of the tender documents.

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

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

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

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

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

We further understand that you are not bound to accept the highest 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 of the Agency]

SECTION – IV (B)

PRICE SCHEDULE/ FINANCIAL BID

(To be utilised by the bidder for quoting their prices)

Bid Particulars for Tender No.

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

S.No.	Types of Space/item to be used by the bidder	Amount (Rs In figure)	Amount (Rs In words)
1.	Lumpsum license fee per month for the area (As is where is basis) to be provided to the successful bidder for providing mess facility at all three stadia (JNS, IGSC, Dr. SPMSPC)		

NOTE:

1. Successful bidder shall be the one who emerges H1
2. No over head charges will be applicable
3. The bidders are welcomed to visit the site to assess the site conditions, before submitting their quote.
4. Boarding charges to be paid have been mentioned in the Section 'V' (Scope of Work).

Telephone No.: _____
Fax No. _____
E.mail: _____
Website _____

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

Whereas _____ (hereinafter called the “Bidder”) has submitted its quotation dated _____ for the Mess Catering Services for three SAI Stadia namely Jawaharlal Nehru Stadium, Indira Gandhi Sports Complex and Dr. Syama Prasad Mookerjee Swimming Pool Complex in Delhi (hereinafter called the “Bid”) against the Sports Authority of India’s Bid Reference No. _____ Know all persons by these presents that we _____ of _____ (Hereinafter called the “Bank”) having our registered office at _____ are bound unto Secretary, Sports Authority of India (hereinafter called the “Sports Authority of India) in the sum of _____ for which payment will and truly to be made to the said Sports Authority of India, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____. The conditions of this obligation are:

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

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

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

(Signature of the authorised officer of the Bank)

Name and designation of the officer

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

SECTION-IV
(D) Letter of Authorisation for attending bid opening Meeting

Tender No.-----

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

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 recovered

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

From: M/s.

Date:

To

Executive Director (Stadia)
Sports Authority of India
New Delhi

Sub: NEFT PAYMENTS

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

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATAE FORM

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

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

[Name & address of the manufacturers]

Confirmed by Bank

Enclosed a copy of Crossed Cheque

SECTION V

SCOPE OF WORK

A) Bed Tea, Breakfast, Lunch, Evening Snacks and Dinner need to be served as per the basic menu, prepared based on the ration details given in schedule of requirement, in the following Sports Hostels for a period of one year and extendable to another one year, subject to satisfactory service from the date conveyed through the letter of award.

1. JNS Hostel- Jawaharlal Nehru Stadium Complex , Lodhi Road, New Delhi-110003

2) IGSC Hostel- I.P. Estate, Near Rajghat, Grand Trunk Road, New Delhi-110002

3) Dr. SPMSPC Hostel – Willington Crescent Road, Talkatora Garden, New Delhi 110001

B) Details of hostel trainees availing mess facility

i) Approximately at an average 70 odd trainees to avail mess facility at JNS under various category (Centre of Excellence, Academies, National Camps).

ii) Approximately at an average 70 odd trainees to avail mess facility at IGSC under various category (Centre of Excellence, Academies, National Camps).

iii) Approximately at an average 25 odd trainees to avail mess facility at Dr. SPMSPC under various category (Centre of Excellence, Academies, National Camps).

iv) In case of requirement, contractor shall be asked to supply food to the guest at rates applicable under various categories.

C) Although all rates and Ration/menu will remain the same during the period of contract, however it is also subject to revision as per the decision of SAI/MYA&S

D) No request from the contractor to revise Rates/Menu/Rates & Menu will be entertained during the currency of the contract.

MENU Details

I) Centre of Excellence/SAI National Sports Academy (Power Games) (Hockey, Swimming, Cycling etc.) (One trainee Per Day Ration Scale for menu worth Rs.350/-)

Item/Preparation	Quantity
Tea/Coffee	10g
Biscuits	75g
Snacks – Sprouts (Moong/Channa)	40g/ As desired
Bread Slices	(4-5 slices)/130g
Butter(30g)+Jam(30g)+Honey(30g)+Sugar(85g)	(30-85g)
Eggs(4 Nos.) for Ovo/non-vegetarians Paneer (70g) for vegetarians	4No. / 70g
Cereal flakes	30g
Dalia	30g
Milk	1000ml

Banana	3 No.
Fresh Fruit (Whole & Juice)	750g
Rice	300g
Wheat Flour	300g
Dhal	125g
Vegetables (Starchy & Non-starchy)	500g
(Chicken /Fish/Mutton) for non-vegetarians only (Paneer / Mushroom/ Soyabeans) for vegetarians only	300g
Oil	45g
Ice cream/ Desert	100g
Spices & Condiments	As desired
Assorted Dry fruits 10g each Walnuts, Almond, Fig, Cashew and Raisins & 20g of Dry dates	70g

SPECIFICATIONS & RECOMMENDATIONS

- *Serving size of cooked dhal recipe is 1katori /bowl (**40g** dhal of dry weight).
- *Serving size of cooked vegetable recipe is 1katori /bowl (150g raw vegetables).
- *Serving size of cooked non-vegetarian food is 1katori /bowl (150g of fresh uncooked weight).
- *Serving size of paneer is 1katori /bowl (150g of fresh uncooked weight).
- * Soups to be served in winter & rainy season and Aampanna/lemon water/ buttermilk/ coconut water to be served in summer season.
- * Fruits: orange/ apple/ watermelon/ pineapple/papaya/ banana/pear/guava or any other seasonal; region specific fruits to be served.
- * Vegetables: non – starchy seasonal vegetables ensuring 1 variety each day in a meal. Vegetable recipes may be changed depending on availability of vegetables
- * Glucose biscuits/ good day biscuits / cookies or other similar biscuit variety to be served alternatively.
- * Oil- sunflower/rice bran/ safflower/groundnut/ mustard to be used alternatively for cooking.
- * Low fat milk (double toned) to be used for milk and milk preparations.
- *Whole wheat/Multigrain bread to be served**

II) National Sports Academy Trainees ,Regional Football academy / COE: in respect of non-power games)

One trainee Per Day Ration Scale for menu worth Rs. 300/-

Item	Quantity
Tea	10g
Biscuit	75g
Snacks - Sprouts (Moong/Channa)	40g / As desired
Bread slices	(4-5 slices)/130 g
Butter (30g)/jam(30g)/Honey (30g)/ Sugar (50g)	30-50g
Eggs (4 Nos) for Ovo/non-vegetarians Paneer (70g) for vegetarians	4 No./ 70g
Cereal flakes	30g

Dalia	30g
Milk	1000 ml
Banana	4 No.
Fresh Fruits (Whole & Juice)	500g
Rice	300g
Wheat flour	300g
Dhal	125g
Vegetables (Starchy & Non-starchy)	500g
(Chicken/Fish/Mutton) for non-vegetarians (Paneer/Mushroom/Soyabean) for vegetarians	300g
Oil	45g
Ice cream / Desert	100g
Spices & Condiments	As desired

SPECIFICATIONS & RECOMMENDATIONS

- *Serving size of cooked dhal recipe is 1katori /bowl (**40g** dhal of dry weight).
- *Serving size of cooked vegetable recipe is 1katori /bowl (150g raw vegetables).
- *Serving size of cooked non-vegetarian food is 1katori /bowl (**150g** of fresh uncooked weight).
- *Serving size of paneer is 1katori /bowl (150g of fresh uncooked weight).
- * Soups to be served in winter & rainy season and Aampanna/lemon water/ buttermilk/ coconut water to be served in summer season.
- * Fruits: orange/ apple/ watermelon/ pineapple/papaya/ banana/pear/guava or any other seasonal; region specific fruits to be served.
- * Vegetables: non – starchy seasonal vegetables ensuring 1 variety each day in a meal. Vegetable recipes may be changed depending on availability of vegetables
- * Glucose biscuits/ good day biscuits / cookies or other similar biscuit variety to be served alternatively.
- * Oil- sunflower/rice bran/ safflower/groundnut/ mustard to be used alternatively for cooking.
- * Low fat milk (double toned) to be used for milk and milk preparations.
- ***Whole Wheat/Multigrain bread to be served.**

III) NATIONAL CAMPERS - JUNIOR & SUB-JUNIORS (One trainee Per Day Ration Scale for menu worth Rs. 450/-)

Item	Quantity
Tea	10g
Biscuit	75g
Snacks	40g / As desired
Bread slices (Whole wheat bread/ multigrain bread)	(4-5 slices)/130 g
Butter	30g
Jam	30g
Honey	30g
Sugar	100g
Eggs (4 Nos.) for Ovo/non-vegetarians Paneer 70g for vegetarians	4 No./ 70g
Cereal flakes (Corn flakes; Rice flakes; Puffed Rice & Oats)	30g

Dalia	30g
Milk	1500 ml
Banana	4 No.
Fresh Fruits (Whole & Juice)	750g
Rice	300g
Wheat flour	300g
Dhal	125g
Vegetables (Starchy & Non-starchy)	500g
(Chicken/Fish/Mutton) for Non-vegetarians (Paneer/Mushroom/Soyabeans) for Vegetarians	500g
Oil	45g
Ice cream / Desert	100g
Spices & Condiments	As desired
Yoghurt (Weekly twice)	100g
Assorted Dry Fruits Almonds 20g; Raisins 20g; Walnuts 10g; Figs 10g; Cashew 20g; Dry Dates 20g	100g

SPECIFICATIONS & RECOMMENDATIONS

- *Serving size of cooked dhal recipe is 1katori /bowl (**40g** dhal of dry weight).
- *Serving size of cooked vegetable recipe is 1katori /bowl (150g raw vegetables).
- *Serving size of cooked non-vegetarian food is 1katori /bowl (250g of fresh uncooked weight).
- *Serving size of paneer is 1katori /bowl (150g of fresh uncooked weight).
- * Soups to be served in winter & rainy season and Aampanna/lemon water/ buttermilk/ coconut water to be served in summer season.
- * Fruits: orange/ apple/ watermelon/ pineapple/papaya/ banana/pear/guava or any other seasonal; region specific fruits to be served.
- * Vegetables: non – starchy seasonal vegetables ensuring 1 variety each day in a meal. Vegetable recipes may be changed depending on availability of vegetables
- * Glucose biscuits/ good day biscuits / cookies or other similar biscuit variety to be served alternatively.
- * Oil- sunflower/rice bran/ safflower/groundnut/ mustard to be used alternatively for cooking.
- * Low fat milk (double toned) to be used for milk and milk preparations.
- ***Whole Wheat/Multigrain bread to be served.**

IV) Senior National Campers (One trainee Per Day Ration Scale for menu worth Rs. 650/-)

Item/Preparation	Quantity
Tea/Coffee	10g
Biscuits/snacks	4 No.
Bread Slices	As desired
Butter	20g
Jam	25g
Eggs	6 no.
Cereal flakes/Museli	30g
Dalia	30g
Milk	2 litres
Banana	2

Fresh Fruit	500g/2 nos.
Fruit juices	1 litre
Rice	200g
Atta	250g
Dal	125g
Vegetables (All kinds)	500g
(Chicken /Fish/Mutton)/(Paneer / Mushroom/ Soya products)	700g/500g
Chicken sausages/salami/liver/ Chocolate	100g 1
Oil	60g
Honey/ Sugar/Peanut butter/Threptin/Protein-ex	As desired
Lemon Juice	As required
Desert/Ice cream	200 ml/1 serving
Mineral water	As required
Spices & Condiments	As required
Dry fruits (Assorted)	50g

Note:

* (**Fruits:** Orange/Apple/Watermelon/Pineapple/Papaya/Banana/Pear/Guava/other seasonal region specific fruits)

** (**Vegetables:** Seasonal vegetables ensuring 1 variety each day with no repetition in a week)

*** Flavoured Yoghurt is optional / as desirable

Glucose biscuits/ Good day/ Threptin/ similar brand on alternate days whenever biscuits are served

^ Oil - Sunflower/Rice bran/ safflower/mustard to be used alternatively for cooking and Olive oil for salad dressing/preparation

SECTION - VI

GENERAL CONDITIONS OF CONTRACT (GCC)

1. The contract shall be for a period of One Year and extendable for another one more year on services being found satisfactory.

2. Bed tea, Breakfast, Lunch, Evening Snacks and Dinner need to be served as per the basic menu and the timings agreed upon by concerned Administrator. Water will be provided free of cost. Tentative timings are given below. However, timings are subject to change as per the direction of Administrator time to time.

Bed Tea	: 6.00AM-6.30AM
Breakfast	: 7.30AM-9.30AM
Lunch	: 12.30PM-3.00PM
Evening Snacks	: 4.00PM-5.00PM
Dinner	: 7.30PM-9.30PM

3. Electricity and water to be used in the mess facility will not be charged. SAI will also provide furniture in dining area.

4. SAI reserves the right of getting cooked/uncooked food items tested from a govt. Lab. In case the items conform to the laid down parameters, the cost of test will be borne by SAI and in the event of failure of test, penal provisions will be Rs 20,000/- on the first occasion and on the next occasion the contract will be terminated alongwith forfeiture of Performance Security.

5. The successful bidder will deposit an amount of Rs. 10.00 Lakhs (Rupees Ten Lakhs Only) towards Performance security deposit at the time of award of contract within stipulated time if his / her offer is accepted. In case of premature contract termination by the agency without notice period as mentioned in clause no.21 or termination of contract by SAI due to the reasons mentioned in clause no.22, the performance security will be forfeited. The performance security 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 Section of this document in favour of SAI. The Performance Security should remain valid for sixty days beyond the date of expiry of all contractual obligations.

6. No over head charges will be applicable.

7. Disclaimer: The close relatives of employees of the authority are prohibited from participation in this tender. The 'close relatives' for this purpose are defined as:

(a) Members of a Hindu Undivided Family.

(b) Their Spouse.

(c) Relation with each other 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).

8. 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.

9. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the party may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the parties relating to any matter arising out of or connected with the Contract, such dispute or difference shall be referred to the sole arbitration, appointed by Director General (Sports Authority of India). The award of the arbitrator will be final and binding on the parties to the Contract.

10. Venue of Arbitration: The venue of arbitration shall be New Delhi.

11. The Court of Delhi will have the exclusive jurisdiction to try the disputes.

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

13. Statutory Requirement/obligation: All statutory rules, like Minimum wages as per Central Government Rule (EPF) Act, ESI Act + EPF Act, etc., as applicable for engagement of labours on daily wage are to be followed strictly as per Government norms. The contractor shall be solely responsible for observing and complying with all relevant employment regulations, labour laws in force as applicable from time to time in respect of all its employees during the entire period of contract including any additional obligation that may arise on account of the contract being performed on SAI premises. In case of any casualty including death of any employee of the contractor/any third party at the work site(area mess operation), the contractor shall liable to pay the compensation as per the norms and contractor has to ensure all employees/third party are properly covered with insurance to ensure the same. Any dispute or complaint regarding non-compliance in this regard may result in with holding the performance guarantee submitted by contractor till settlement of the dispute.

14. In case of failure to comply with the above statutory Rules, Acts, the SAI shall have the right to impose the penalty and/ or cancel the contract.

15. 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.

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

17. The contractor shall vacate the leased premises with all features, furniture etc., which are SAI's properties in good and tenable conditions at the termination of the contract.

18. 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.

19. The performance guarantee will be returned two months after the end of the contract period without interest if there are no pending issues against the contractor.

20. The contractor shall remain the sole and principal employer of all the staff recruited and appointed by it. The SAI shall not be responsible under any circumstances for loss of job of any of its employee, in case of expiry/termination of the contract. The contractor will make its own arrangement for meeting all such liabilities, compensation etc. on cessation/termination of contract.

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

22. If the contractor and/or his team and also functioning of the mess is not up to the mark or, the quality of the food is below standard or unhealthy or unhygienic, then SAI is empowered to terminate the contract with a short notice of one week. Termination on such opinion shall be final in so far as the food quality / mess management is concerned. In case of unsatisfactory performance / any dispute whatsoever / labour dispute/ emergency condition the contract can be cancelled at the sole discretion of SAI.

23. Without prejudice to the clause 22 Competent Authority of SAI is empowered to cancel the contract for any other reason as deemed fit.

24. Hygiene, overall cleanliness of surrounding, kitchen and the food, raw materials, ingredients etc. are to be of good quality. Clean, fresh, nutritious, hygienic and edible food has to be served. Any type of COOKED FOOD shall not be stored / preserved / re-served after meals.

25. Not following in charge's suggestions / instructions in above matters shall be considered as violation of terms and conditions of contract and shall invite penalty for the same as mentioned in **Annexure I**.

26. The mess utensils are to be cleaned with hot water using detergent powder/soap after every meal.

27. Contractor shall be solely responsible in case of incidence/s of food poisoning etc. and shall bear the complete expenditure arising out of this for medical treatment of the hostel trainees. In addition, penalty may be imposed on the contractor as decided by the SAI for such incidence/s.

28. The Contractor shall use only branded raw materials and best quality for preparing the food. A quality control Team will check all materials brought to the mess as well as cooking practices. In the event of the quality of the food served being poor or not adhering to contractual conditions, the Hostel management will be free to impose monetary fine as deemed fit on the contractor. Such fines imposed will be adjusted against the payments due to the contractor. The Authority will pay in terms of the conditions of the contract for the entire contract period for one year.

The contractor shall use quality brands of repute only.

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

30. When circumstances warrant, contractor should cater for large number of students/staff members at very short notice. Similarly, fluctuations in strength during vacation periods shall have to be accommodated accordingly.

31. Monthly payment to the contractor will be made by, only upon the bills being duly certified by concerned in one instalment after the submission of actual mess bill including copies of all statements, taxes paid for the period.

32. No extra payment will be made against VAT and Service tax.

33. Contractor has to collect the guest charges directly from the guests as per the tariff approved by SAI.

34. The contractor and his workers must behave politely with hostel trainees. The contractor and his team, under any circumstances should not involve in arguments with the boarders of the mess. In case of such situations/ under emergency, the Contractor should intimate immediately to the concerned also.

35. Mess workers and cooks should be healthy and medically fit. The contractor shall furnish medical fitness certificate from the authorized govt. hospital in respect of the mess workers & cooks to be deployed for the job. In addition, they are required to have a regular check up with the institute Medical Officer. If any mess worker is found medically unfit, he may not be given permission to continue his duties and mess contractor has to replace him immediately without fail.

36. Mess Contractor or his representative manager is required to remain present in the mess when the food is prepared / served in the mess.

37. Smoking / alcohol consumption etc. is strictly prohibited in the Institute premises.

38. Storage / consumption of any alcoholic drink / liquor are strictly prohibited. The contractor shall not serve any of such substance / drink in mess / hostel. Smoking, consuming gutkha, tobacco etc. is also prohibited in mess premises.

39. Employment of child labour (as per norms) is totally prohibited. It is the responsibility of the Contractor to comply with all formalities of labour office including obtaining necessary labour license.

40. The contractor would give an undertaking that staff deployed by it at SAI campus in terms of this contract, will be employees of the contractor exclusively and they shall not be entitled to claim employment or permanency of job in Sports Authority of India or any other direct or indirect claim on SAI.

41. The employees of the contractor should wear uniform along with a name tag, which is to be provided by the Agency.

42. All expenses related to the functioning of the employees engaged by the Contractor shall be in the scope of the Contractor.
43. The Contractor is solely responsible for the payment of Minimum wages as per Central Government Rule for their employees as per of the Government norms and deductions towards E.P.F. and E.S.I.
43. The contractor should engage a Chef capable of making some continental recipes and versatile in Indian recipes. The Chef should have knowledge of technical “Know how” of various food processing/cooking methods.
44. Contractor shall provide food to the sick athletes based on the therapeutic diet plan/recommendation of the Nutritionists or prescription of the Doctor. No extra payment will be made for this.
45. SAI reserves the right to reject any/all the tender without assigning any reason thereof.
46. The workers of the agency shall have to follow the security regulation as directed by the Security and Fire Fighting Unit of SAI.
47. The agency will have no right to ask for any accommodation or space in the stadium for mess workers etc.
48. Sub-letting / sub-contracting the work is permissible under any circumstances.
49. Food should also be served to the hostel rooms for sick students as when required with prior permission of hostel authorities.
50. After every round of meal, table including floors should be cleaned / wiped before serving next batch of students.
51. After every meal (breakfast, lunch and dinner) all the plates, cups, katoris, water glass, spoons, forks, knives etc., are to be cleaned in soap solution and hot water and dried and kept ready for the next meal. All the vessels used for cooking also should be washed in soap solution and hot water and properly cleaned vessels should be available for use for cooking the next meal. The cleaning material used should be of approved quality.
52. The garbage collected from the kitchen, dining hall, dish wash area will be disposed off regularly and deposited in the designated space / bin, after separation of bio-degradable waste from non-biodegradable waste.
53. The agency shall make necessary arrangement of all cooking utensils, crockery, gas cylinder, stoves including utensils for serving food to the students Plates, Katories, stainless steel tumbler glasses, tea spoon, table spoons and forks.

SECTION–VII

Form of Contract Agreement
For providing Mess services

Between Sports Authority of India (SAI)

And

[Name of Agency]

(A) CONTRACT AGREEMENT FORM

This agreement is made this day.....day of2017 BY AND BETWEEN the _____, Sports Authority of India acting through <>, Sports Authority of India, a Society registered under Societies Registration Act, 1860 having its office at Jawahar Lal Nehru Stadium Complex, Gate No. 10 (East Gate), next to MTNL Building, Lodhi Road, New Delhi- 110003 (herein after referred to as “SAI” which expression shall unless repugnant to the context or meaning thereof, includes its successor-office and assigns) of the ONE PART:

AND

(Name of Company) having its registered office at (Address of the Company), represented through <> 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 clause I of Section I to this office

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 providing security services 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

Signatory on Behalf of Sports Authority of India
(Signature, name and address Of the Sports Authority of India’s authorised official)
For and on behalf of _____

Annexure– VII
(B) BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

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

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

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

and Contract No. _____

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

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

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number]

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

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

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

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

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

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

PENALTIES FOR VIOLATION OR RULES, TERMS AND CONDITIONS

Failure to supply food in terms of quality, quantity and as per the menu approved by the competent Authority will attract penalty. For not adhering to contractual conditions, the SAI shall be free to impose monetary fine as deemed fit on the contractor. Fine will be imposed on each occasion, in case of the following and shall be adjusted against payment due to the contractor:

S.No.	Item	Penalty
1.	Non-availability of complaint register on the counter/discouraging students from registering complaints.	Rs. 1000/-
2.	Insects cooked along with food would invite a fine of at least.	Rs. 5,000/-
3.	Any complaint of soft objects like hair, rope, plastic, cloth etc. in food.	Rs. 2000/-
4.	Any complaint of stones/pebbles will attract a penalty on the caterer which can range.	Rs. 2000/-
5.	Hard and/or sharp objects like glass pieces, nails, hard plastic etc. will attract a penalty of at least.	Rs. 3000/-
6.	Three or more complaints of unclean utensils in a day would lead to a fine.	Rs. 1,000/-
7.	If mess committee agrees that certain item of a meal was not cooked properly.	Rs. 2000/-
8.	If food for any meal gets over within timings of mess and waiting time is more than 15 minutes for lunch and dinner and 10 minutes for breakfast and Tiffin.	Rs. 1000/-
9.	Changes in menu (including fruit/juice) of any meal without permission of mess committee.	Rs. 10000/-
10.	If the quality of milk is not found up to be appropriate, or it is diluted/vegetables kept for use is found to be rotten or of poor quality/ Items like Aji-no-moto, unsafe food colours etc are banned and they should not be used. It shall not be found in the kitchen premises	Rs. 3000/-
11.	Inappropriate personal hygiene of workers including their dress and/or misbehavior by workers etc.	Rs. 2000/-
12.	Failure to maintain a proper health check up of the workers.	Rs. 4,000/-
13.	Absence of proprietor or his representative empowered to take decision from mess committee meetings(which will be held once every month) on due invitation.	Rs. 10,000/-

- Note:
1. Food poisoning, shall invoke a hefty fine beyond the limit of any fine mentioned above, along with cancellation of contract and possible blacklisting of the caterer.
 2. For any rule stated in the agreement first violation of the rule implies fine as per the rule. Second and subsequent violations of the same rule on a different day within 30 days of previous fine will attract triple the initial amount of fine on the caterer.
 3. As and when mess committee proposes a fine it will inform the representative of the caterer or mess manager and fine will be imposed with approval of Administrator.
 4. Using inferior quality grocery items / brand and adulteration shall invoke a hefty fine beyond the limit of any fine mentioned above.
 5. Severity of hygiene failure shall be assessed and decided by the mess council and fined appropriately. In case of gross failure/negligence a severe penalty will be imposed, which could be a hefty fine as cash and/or summary termination of the Contract.