



E- TENDER DOCUMENT

TENDER NOTICE FOR SUPPLY OF NON VEGETARAIN ITEMS and DAIRY PRODUCTS AT SPORTS AUTHORITY OF INDIA, NETAJI SUBHASH SOUTHERN CENTRE, MYSORE ROAD, BANGALORE-560056

Telephone: Phone No.080-23215647, 23213120 Fax No: 080-23215214

Websites: <http://sportsauthorityofindia.nic.in> & [http://sainsscblor@gmail.com](mailto:sainsscblor@gmail.com)

Bid Reference No.: 174/SAI/NSSC/ B/NONVEG AND DAIRY PRODUCTS2022-23

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Nethaji Subhas Southern Centre, Mysore Road, Bangalore-560056

elephone: Phone No.080-23215647, 23213120

Section I

Bid Reference no. 174/SAI/NSSC/ B/NONVEG AND DAIRY PRODUCTS2022-23 Sports Authority of India (SAI), NSSC, Bangalore for and on behalf of the Director General, Sports Authority of India invites online Bids (**Manual bids shall not be accepted**) on two bid system for Procurement of **NON VEGETARAIN ITEMS and DAIRY PRODUCTS** at SAI, NSSC, Bangalore

Reference No	174/SAI/NSSC/ B/NONVEG AND DAIRY PRODUCTS2022-23
Item/ Job Description	PROCUREMENT OF NON VEGETARAIN ITEMS AND DAIRY PRODUCTS
Tendering Mode E-Procurement System of CPPP https://eprocure.gov.in/cppp	E tender (Rate contract).
EMD Detials	Mentioned below in Schedule A
Earnest Money Deposit (EMD): Refundable & Payable to Sports Authority of India	Mentioned below
Mode of payment & Details	Demand Draft/ Pay order/ Banker's cheque/ RTGS/NEFT in favour of "Sports Authority of India " payable at Bangalore
Validity of Tender	365 days
<i>Delivery/Completion Period</i>	365 days
Download Bidding Document	from CPP portal Vendors are requested to register in CPPP to download the Tender documents, DSC is mandatory

Schedule - A

Sl. No.	Particulars	Required annual turnover from Bidders Rs.	EMD Rs.
9	NONVEGETARIAN ITEMS	1,00,00,000.00	2,00,000.00
10	DAIRY PRODUCTS	45,00,000.00	90,000.00

SAI Bangalore account details for EMD

Sports Authority of India
Bank Name - Canara Bank
Branch - SAI Branch, Bangalore
Acc No - 8411101008407
IFSC Code - CNRB0008411

CRITICAL DATE SHEET

Publication of the Tender Document	10-08-2022 at 18.00Hrs
Downloading of Bid Document Start Date	11-08-2022 at 14.00 Hrs
Downloading of Bid Document End Date	31-08-2022 at 14.00 Hrs
Bid Submission Start Date	11-08-2022 at 11.00 Hrs
Bid Submission End Date	31-08-2022 at 14.00 Hrs
Technical Bid Opening Date	1-09-2022 at 15.00 Hrs
Pre bid meeting	19-08-2022 at 15.30 Hrs at Mess Office, SAI,NSSC,Bangalore

Contact Person for clarification on tender –Smt.B.Rajeshwari (8073887193)

1. Bidder may also download the Bidding Documents from the website www.sportsauthorityofindia.nic.in and 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>.
2. Bids shall be submitted online only at CPPP website <http://eprocure.gov.in/eprocure/app>. Bidders are advised to follow the instructions provided in the `Instruction to the Bidders for e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>.
3. Bidder who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <http://eprocure.gov.in/eprocure/app> and SAI website www.sportsauthorityofindia.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.
4. Intending bidders are advised to visit again CPP website www.eprocure.gov.in and SAI website www.sportsauthorityofindia.nic.in at least 3 days prior to closing date of submission of tenders for any corrigendum / addendum / amendment.
5. **Manual bid shall not be accepted.**

**Regional Director
SAI,NSSC,Bangalore**

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

1. Definitions and Abbreviations

- i) The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:
- ii) Definitions:
- a. **“Purchaser”** means the organization purchasing goods & services as incorporated in the Tender Enquiry documents i.e, Procurement of RATIONS ment & Miscellaneous Items at SAI NSSC, Bangalore.
 - b. **“Tender”** means bids/quotations/Tender received from a Firm/ Bidder.
 - c. **“Bidder”** means bidder/the individual or firm submitting bids/Quotations/Tender.
 - d. **“Supplier”** means the individuals or the firm supplying the goods and services as incorporated in the tender enquiry document.
 - e. **“Goods”** means the instruments, ment, etc., which the supplier is required to supply to the purchaser under the tender enquiry document/supply order.
 - f. **“Services”** means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the tender enquiry document/supply order.
 - g. **“Earnest Money Deposit”** (EMD) means Bid Security/monetary or financial guarantee to be furnished by a bidder along with its tender.
 - h. **“Contract”** means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc., therein.
 - i. **“Performance Security”** means monetary or financial guarantee to be furnished by the successful bidder for due performance of the Letter of Award placed on it. Performance Security is also known as Security Deposit.
 - j. **“Consignee”** means person to whom the goods are required to be delivered to a person as an interim consignee for the purpose of person is the consignee, also known as ultimate consignee.
 - k. **“Specification”** means the document/standard that prescribes the requirement with which goods or service has to conform.
 - l. **“Inspection”** means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
 - m. **“Day”** means calendar day.
 - a. Following definitions as per order no P-45021/2/2017-PP(BE-II) dated 04-06-2020 issued by Ministry of Commerce and Industry, Govt of India:-
 - (i) Local Content means the amount of value added in India which shall, Unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported cintent in the item (including all customs duties) as a proportion of the total value, in percent.
 - (ii) ‘Class-I local supplier’ means a supplier or service provider, whose goods, services or works offerd for procurement, has local content equal to or more than 50%, as defined under this Order.

- (iii) ‘Class-II local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.
- (iv) ‘Non-local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.
- (v) ‘L1’ means the lowest tender or lowest bid or the lowest quotation received in tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation
- (vi) ‘Margin of purchase preference’ means the maximum extent to which the price quoted by a ‘Class-I local supplier’ may be above the L1 for the purpose of purchase preference.
- (vii) ‘Nodal Ministry’ means the ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.
- (viii) ‘Procuring entity’ means a ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the companies Act.
- (ix) ‘Works’ means all works as per Rule 130 of GFR – 2017, and will also include ‘turnkey works’.

iii) Abbreviation:-

- a. “**TE Document**” means Tender Enquiry Document
- “**NIT**” means Notice Inviting Tenders
- b. “**ITB**” means Instruction to Tenders
- c. “**GTC**” means General Terms & Conditions
- d. “**NSIC**” means National Small Industries Corporation
- e. “**DP**” means Delivery Period
- f. “**ED**” means Excise Duty
- g. “**CD**” means Custom Duty
- h. “**VAT**” means Value Added Tax
- i. “**CENVAT**” means Central Value Added Tax
- j. “**GST**” means Goods and Services Tax
- k. “**FOR**” means Free on Rail/Road
- l. “**CIF**” means Cost, Insurance and Freight

2 Introduction

This bid document is for procurement of items as mentioned in **Section –V “Schedule of Requirements.**

This Section (**Section II**) provides relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the Purchaser for receipt and opening of bids as well as scrutiny and evaluation of bids and subsequent placement of letter of award/supply order.

Before formulating the bid and submitting the same to the Purchaser, the bidder should read and examine all the terms and conditions, instructions, specifications etc. contained in the bid document. Failure to provide and/or comply with the required information, instructions etc. incorporated in this bid document, may result in rejection of the bid.

3 Language of Bid

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

4 Eligible Goods and related services

All goods and related services to be supplied under the tender enquiry document/supply order shall have their origin in India or any other country with which India has not banned trade relations. The term “origin” used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

5 Eligible Good Tendering Expenses

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

(b) BIDDING DOCUMENTS

6 Content of Bidding Documents

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

Section II (A)	Instructions to Bidders (ITB)
Section II (B)	Instructions for Online Submission of Bids.
Section III	Qualification Criteria & Performance Statement
Section IV	Bidding Forms
Section V	Schedule of Requirements & Technical Specifications
Section VI	General Terms & Conditions
Section VII	Contract Forms

7 Amendment(s) to Bid Document

At any time prior to the deadline for submission of bid, the Purchaser may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid document by issuing suitable amendment(s) to it.

Such an amendment to the bid document will be uploaded on SAI website: www.sportsauthorityofindia.nic.in and Central Public Procurement (CPP) Portal of Government of India i.e. www.eprocure.gov.in/eprocure/apponly.

Prospective bidders are advised in their own interest to visit website of Sports Authority of India (SAI) and CPP Portal for any amendment etc. before submitting their bids.

In order to afford prospective bidders reasonable time to take into account the amendments in preparing their bids, SAI may, at its discretion, suitably extend the dead line for submission of bids.

8 Modifications/withdrawal of bids

The bidder, after submitting the bid, is permitted to submit alterations/modifications to the bid, so long such alterations/ modifications are received duly sealed and marked like original bid, up-to the date and time of submission of bid. Any amendment/modification submitted after the prescribed date and time of receipt of bids is not to be considered.

The bidder may modify or withdraw his bid after submission, provided that a written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

9 Clarification of Bid Document

Bidder requiring any clarification or elucidation on any issue in respect of the bid document may take up the same with the Purchaser in writing. The Purchaser will respond in writing to such request provided the same is received (by the Purchaser) not later than 15 days prior to the prescribed original date of submission of bid.

Any clarification issued by Purchaser in response to query (ies) raised by the prospective bidders

shall form an integral part of bid document and it may amount to an amendment of the relevant clause(s) of the bid document.

10 Late bids

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

11 Bid format

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

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(c) PREPARATION OF BIDS

12 Documents comprising the bid

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

13 Technical Bid:

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

Bid Security is to be furnished in accordance with clause 21 of ITB and bid submission as perform at **Section IV (A)**.

- Self-attested ID proof, address proof, Pan Card and a recent passport size colored photograph of authorized representative.
- Certificate of Incorporation/ Registration Certificate of the firm / Company/Agency.
- Documents mentioned in the qualification criteria as per **Section III(A)**.
- The **bidder shall** upload a self-declaration on their letter head as PDF file along with Technical Bids,confirming that they are regularly supplying of the similar /items.
- **In case of Authorized Distributor/Authorized Dealer shall having valid Authorized Distributorship/Dealership Certificate/License from Original Manufacturers.**
 - One year experience out of last 3 financial year(19-20,20-21,21-22) of supply of similar items (Attach work order and experience certificate).
 - “Performance Statement” as Performa in Section III-B.
 - National Electronic Fund Transfer (NEFT Form) as per Section IV- (D) for payment in Indian Rupee.
 - Certificate of Chartered Accountant showing annual average turnover as mentioned in schedule A for the last three financial years viz ,2019-20 , 2020-21,2021-22
 - The bidder must submit an affidavit clearing mentioning whether they are ‘Class I Local Supplier’ or ‘Class II Local Supplier’ or ‘Non – local supplier’ as per order no P-45021/2/2017-PP(BE-II) dated 04-06-2020 issued by Ministry of Commerce and Industry, Govt of India.
 - **Shop Act or NSIC/ MSME** certificate.
 - Goods & Services Tax Registration Certificate
 - Valid PAN,
 - TIN (Tax Payer Identification Number)/TAN/VAT, if applicable
 - The bidder is exempted for EMD ,Turnover criteria and Experience if valid MSME Certificate is submitted

Affidavit regarding non blacklisting on Rs. 100/- Stamp Paper

Note:-

- i. *The bidding companies /firms /agencies are required to attest (self-attestation) the scanned copies of*

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

- ii. The Technical bid shall not include any financial information. Such a bid shall be summarily rejected.
- iii. Bidder must have office in Bangalore city. (Attach copy of Shop Act)

- 14 **Financial Bid:** - This should be uploaded online in the prescribed **BoQ** format in MS Office (Excel).

The bidder shall quote the final price after all discount inclusive of GST, Transportation levy, other charges etc. at our Godown. The bidders are requested to quote at least for one part of Section-V and if willing the bidder can quote for both Parts of Section V. The L1 will be decided item wise. The BOQ contains NON VEGETARAIN ITEMS and DAIRY PRODUCTS

The price shown in the financial bid will be inclusive of GST, Transportation and all other charges.. Statutory variations in such duties(GST or other0, if any, shall be reimbursed against the proof of payment to the statutory authority during the period from the date of the tender to the date of acceptance of the tender (that is placement of the contract) and during the original/extended delivery period of the contract.

No condition shall be attached to the Financial Bid. Conditional bids shall be summarily rejected.

The bid of a bidder, who does not fulfill any of the above requirements and /or gives evasive information /reply against any such requirement, shall be liable to be ignored and rejected.

15 Bid currency

The Bidder shall quote the price as per the Price Schedule given in **BoQ** in Indian rupee only.

Tenders, where prices are quoted in any other way shall be treated as non-responsive and rejected.

16 Bid Price

The Bidder shall indicate on the Price Schedule provided under **BoQ** all the specified components of prices shown therein. All the columns shown in the price schedule should be filled up as required.

Octroi Duty and Local Duties & Taxes:

Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the Purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser.

However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the Purchaser to enable the Purchaser reimburse the supplier and take other necessary action in the matter.

The need for indication of all such price components by the Bidders is for the purpose of comparison of the Bids by the Purchaser and will no way restrict the purchaser's right to award the tender on the selected Bidder on any of the terms offered.

17 Firm Price

The prices quoted by the bidder shall remain firm and fixed during the rate contract period (1 year) not subject to variation on any account. .

18 Alternative Bids are not allowed.

19 Documents establishing bidder's eligibility and qualifications

The bidder shall furnish, as part of its bid, relevant details and documents establishing its qualifications to perform the tender enquiry document/supply order/letter of award.

The documentary evidence needed to establish the bidder's qualifications:

20 Documents establishing good's Conformity to TE Documents.

In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the bidders, the bidder shall list out the same in a chart form without ambiguity and provide the same along with its tender.

If a bidder furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

21 Bid Security/Earnest Money Deposit (EMD)

EMD/ Bid Security: Bidder should furnish an EMD of an amount as mentioned under schedule A of this tender document. This EMD should be submitted in sealed envelope super-scribed as EMD & Tender No174/SAI/NSSC/ B/NONVEG AND DAIRY PRODUCTS2022-23 on or before last date & time of submission of bids. In the absence of EMD, the tender will be rejected. In the event of the awardee bidder backing out, EMD of that bidder will be forfeited.

This envelope having EMD should reach to the Office of Regional Director, Sports Authority of India, NSSC, Mysore Road, Bangalore- 560056 on or before last date & time of submission of bid 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

The Demand Draft, Fixed Deposit Receipt, Banker's Cheque shall be drawn on any Commercial Bank in India, in favour of the **"Sports Authority of India NSSC" Payable at Bangalore**

The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. The Bid Security shall be valid for 90 (Ninety) days from the date of opening of the Technical Bid.

Unsuccessful bidders' Bid Security will be returned to them without any interest, after expiry of the bid validity period, but not later than thirty days after conclusion of the resultant contract. Successful bidder's bid security will be returned without any interest, after receipt of Performance Security from him as called for in the contract.

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

22 Bid Validity

The bid shall remain valid for acceptance for a period of **180** days after the date of bid opening, prescribed in the bid document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.

In exceptional circumstances, Purchaser may request the bidders' consent to extend the validity of their bids up to a specified period. The bidders, who agree to extend the bid validity period are to extend the same in writing. However, they will not be permitted to modify their

original bids during the extended bid validity period.

In case, the day up to which the bids are to remain valid falls on a holiday or on a day declared as holiday or closed day for the Purchaser, the bid validity shall automatically be extended up to the next working day.

23 Purchaser's right to accept any bid and to reject any or all bids.

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

24 Signing of bids

The bid shall be duly signed at the appropriate places as indicated in the bid document and also in all other pages of the bid. The bid shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the person signing the bid shall initial the same. The letter of authorization shall be in the format placed at **Section IV-E**, which shall also be furnished along with the bid.

Bid shall either be typed in indelible ink and the same shall be signed by the bidder or by a person who has been duly authorized to bind the bidder to the contract and uploaded in PDF format.

Submission of bids

(d) SUBMISSION OF BIDS

Bids should be submitted on line as per the instructions given for online submission under **Section II (B)**.

Bids must be received by the Purchaser not later than the date and time prescribed in the bid document.

Purchaser, at his discretion, may extend the deadline for submission of bids by amending the bid document in accordance with clause 7 of **ITB**. In that case, all rights and obligations of the Purchaser and the bidders would automatically stand extended.

Submission of more than one bid by the same bidder shall entail him for disqualification from participating in the bid process

28.10 The Regional Director SAI reserves the right to cancel the contract without giving any reason at any time.

ARBITRATION CLAUSE

a. In the event the said mutual discussions/conciliation fail, the aggrieved party shall initiate arbitration proceedings for resolution of differences/disputes etc. mentioned above by appointing a sole Arbitrator, who shall be the Director General of SAI. In such event the said proceeding shall be conducted in accordance with the provision of the Arbitration and Conciliation Act 1996.

b. The venue of such arbitration proceedings shall be at Bangalore only and the courts in Bangalore alone will be the jurisdiction in respect of all proceedings connected therewith.

c. In a tender, either the Indian agent on behalf of the Principal/OM or Principal/OM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

d. If an agent submits bid on behalf of the Principal/OM, the same agent shall not submit a bid on behalf of another Principal/OM in the same tender for the same item/product.

The Regional Director,SAI,NSSC,Bangalore will be legally and lawfully competent to cancel the contract of supply and also to take any other action against the supplier including imposing of any penalty on the supplier during the pendency and till the final execution of the contract of supply in case the supplier is ever found to

have committed any fraud against them or over-billing for any material so supplied to them or financial losses during the contract period or committed breach of agreement

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Opening of bids

BID OPENING

The Purchaser will open the bids at the specified date, time and place as indicated in the IFB in **Section-I**. If due to administrative reasons the venue / date/ time of bid opening are changed, it will be displayed prominently in the notice board of the Purchaser and on the SAI's website.

In case the specified date of bid opening falls on a holiday 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.

Authorized representatives of the bidders, who have submitted bids on time may attend the bid opening provided they bring with them letters of authority from the corresponding bidders. Letter of authority for attending the bid opening meeting should be in the format placed at **Section IV (E)**.

- a) Two – bid system as mentioned in **Para 13 & 14** above will be as follows:-
- b) 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). Then, the **Second Stage** the **Price Bids** of only the technically eligible firms 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

(e) SCRUTINY AND EVALUATION OF BIDS

28 Basic Principle

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

29 Scrutiny of Bids

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.

Prior to the evaluation of Price Bids, the Purchaser will determine the substantial responsiveness of each Bid to the Bidding Document. For purposes of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents including Technical Specifications without material deviations. However the Purchaser may waive minor deviation and /or minor irregularity and/or minor nonconformity in the Bid,

If a Bid is not substantially responsive, it will be rejected by the Purchaser.

30 Minor infirmity/irregularity/Non-conformity

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

31 Discrepancies in Prices

If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price

as quoted shall prevail over the unit price and the unit price corrected accordingly.

If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected, and

If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.

If, as per the judgment of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by registered/speed post. If the bidder does not agree to the observation of the purchaser, the tender is liable to be ignored.

32 Discrepancy between original and copies of Tender

In case any discrepancy is observed between the text etc. of the original copy and that in the other copies of the same tender set, the text etc. of the original copy shall prevail. Here also, the purchaser will convey its observation suitably to the bidder by register/ speed post and, if the bidder does not accept the purchaser's observation, that tender will be liable to be ignored.

33 Qualification Criteria

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

34 Comparison of Bids and Award Criteria.

The comparison of the techno commercially responsive Bids for ranking purpose shall be carried out on Free Delivery at Consignee Site basis.

The bidders are requested to quote at least for one part of Section-V and if willing the bidder can quote for both the Parts of Section V. The L1 will be decided item wise (The BOQ contains NON VEGETARAIN ITEMS and DAIRY PRODUCTS)

- (i) Further, as per the order no P-45021/2/2017-PP(BE-II) dated 04-06-2020 issued by Ministry of commerce and industry, Govt of India following are the Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders.
- (ii) The Purchaser reserves the right to give the price preference/ purchase preference as per the instruction in vogue while evaluating, comparing and ranking the responsive Bids. The Bidders claiming the same should enclose the concerned Notification of Govt. of India along with other relevant documents so as to establish their claim for such preferences.

The letter of award shall be awarded to the responsive Bidder(s) who is **item wise lowest** and who meets the laid down Qualification Criteria in the Bid documents.

35 Contacting the Purchaser

From the time of submission of tender to the time of awarding the letter of award, if a BIDDER needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.

In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the letter of award, the tender of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the purchaser.

(f) AWARD OF TENDER

36 The Purchaser's Right to accept any tender and to reject any or all tenders

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

37 Notification of Award

The bidder whose bid has been accepted will be notified of the award by the Purchaser prior to the expiry of the bid validity period.

Before expiry of the bid validity period, the Purchaser will notify the successful bidder in writing, by CPP Portal or by email that its bid for items, which have been selected by the Purchaser, has been accepted; also briefly indicating there-in, that the essential details like description, quantity of the items, and delivery period, and prices have been accepted. The successful bidder must furnish to the Purchaser the required Performance Security within 10 days from the date of dispatch of this notification, failing which the Bid Security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided under GTC Clause 4 under **Section VI**.

The Letter of Award (LoA) will state the sum that the Purchaser will pay to the successful bidder in consideration of the items to be supplied by him.

The details of award of work and name of the successful bidder shall be mentioned on the CPPP and also in the notice board/bulletin/website of SAI.

The Purchaser reserves the right to issue the Letter of Award supplier wise and schedule wise.

Notification of Award shall constitute the conclusion of the Contract.

38 Variation of quantities at the time of award

At the time of awarding the letter of award/supply order, the Purchaser reserves the right to increase

or decrease, the quantity of items mentioned in the “Schedule of Requirements” up to Twenty Five per cent (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted in the bid by the bidder.

The SAI reserves the right to buy and not to buy any of the items mentioned in Section-V.

Annulment of Award

Failure of the successful bidder to comply with the requirement of Purchaser and furnishing Performance Security as per **clause 4 of Section VI** shall constitute sufficient ground for annulment of the award and forfeiture of bid security.

39 Cancellation of Bid

The Purchaser reserves the right to cancel the bid(s)/supply order/Letter of Award without assigning any reason.

40 Disqualification

Purchaser reserves the right to disqualify the bidder for a suitable period who fails to supply the items in time. Further, the bidder(s) whose items do not perform satisfactorily in accordance with the specifications may also be disqualified for a suitable period by the Purchaser.

41 Non-receipt of Performance Security.

Failure of the successful Bidder in providing Performance Security the Bidder liable for forfeiture of its bid security and, also, for further actions by the Purchaser against it as per the **clause 19 of GTC** – Termination of default in **Section-VI** and other administrative actions as deemed fit by the purchaser.

42 Corrupt or fraudulent practices

It is required by all concerned namely the Consignee/Bidder/ Supplier to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -

- i) 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;
- ii) 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 in executing the contract
- iii) The Purchaser reserves the right not to conclude the contract and in case contract has been issued, terminate the same, if found to be obtained by any misrepresentation, concealment and suppression of material facts by the bidder. In addition, Bid Security/ Performance Security (as the case may be) deposited by the bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment and suppression of material facts shall be initiated.

43 Conflict of Interest among bidders/agents

A bidder shall not have conflict of interest with others bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of purchaser’s interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process if;

- i) they have controlling partner (s) in common; or
- ii) they receive or have received any direct or indirect subsidy/financial stake from any of them; or
- iii) they have the same legal representative/agent for purposes of this bid; or
- iv) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- v) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which

- the parties are involved. However, this does not limit the inclusion of the components/ sub-assemblies from one bidding manufacturer in more than one bid.
- vi) in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:-
 - vii) The principal manufacturer directly or through one Indian agent on his behalf; and
 - viii) Indian/foreign agent on behalf of only one principal.
 - ix) a bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid; in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies.
- Bidders must proactively declare such sister/common business/management units in same/similar line of business

This is certifying that I/We have studied the terms & conditions and understood all clause of the tender in case of award of contract/supply order I/We undertake to abide by all terms and conditions mentioned in the same.

**AUTHORISED
SIGNATORY (NAME IN
BLOCK LETTERS) SEAL
OF THE TENDERER**

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

2 REGISTRATION

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.

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

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.

During 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. Capricorn/nCode/eMudra etc.), with their profile.

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.

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:

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.

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.

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

4 PREPARATION OF BIDS:

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

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.

Bidder, in advance, should get ready the technical bid documents to be submitted as indicated in the tender document, **they should be in PDF format**. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

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:

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.

The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

Bidder has to select the payment option as “offline” to pay the EMD as applicable and enter details of the instrument.

Bidder should prepare the EMD Certificate as per the instruction specified in the tender document. The original should be posted/couriered/given in person to the office of Regional Director, SAI, NSSC, Mysore Road, Bangalore - 560056 latest by the last date of bid submission or as specified in the tender documents. The details of the EMD Certificate 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.

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.

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.

The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.

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.

The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in **pdf format & Financial Bid to upload in BoQ format (MS Excel)**. All bids (**Both Technical and Financial should be submitted in the E-procurement portal**).

6 ASSISTANCE TO BIDDERS

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.

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 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005 Mobile: +91 8826246593 and E-Mail: support-eproc@nic.in**

**SECTION – III (A)
QUALIFICATION
CRITERIA**

Bid Reference No174/SAI/NSSC/ B/NONVEG AND DAIRY PRODUCTS2022-23: -----

The bidder must satisfy the following eligibility criteria

Sl.	Criteria	Documentary Evidence Required
1.	The bidder must be a company/firm/sole proprietor registered in India	Enclose copy of certificate of incorporation/registration issued by relevant authority in India.
2.	Bidder must have annual average turnover as mentioned in Schedule A for the last three financial years viz,2019-20 , 2020- 21,2021-22	A certificate from Chartered Accountant must be submitted Attach documentary proof
3.	The bidder should have experience of supply of similar items	Attach documentary proof
4.	The bidders should not have been debarred/blacklisted by any state/central government/PSUs/Government Recognized Academies/Federation/Stadia/Training Centre	Enclose an affidavit on non-judicial stamp paper of Rs. 100/- in context to black listing declaration in the format given in Section IV (H)
5.	The bidder should have a valid GST No. or should have registered under GST.	Enclose copy of GST registration certificate.
6.	Registration of TIN/TAN/VAT, if applicable	Document attach
7.	Latest Income Tax Returns filed for the last three financial years -2019-20 ,2020- 21,21-22	Document attach
8.	PAN No.	Copy enclose
9.	Any other document mentioned in the tender the document	Document attach

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 : _____

Order placed by (full address of Purchaser)	Order number and date	Order placed on	Description and quantity of ordered Good and services	Value of order	Date of completion of Contract		Remarks indicating Reasons for delay if any	Are the goods supplied working Satisfactorily?
					As per contract	Actual		

(Signature and seal of the bidder)

Note:

1) The copies of orders and satisfactory completion certificate in respect of works detailed in above statement are must be attached.

2) SAI reserves the right to ask the bidder to furnish original copies of orders and satisfactory completion certificate in respect of works detailed in above statement any time for verify to concerned issuing authority.

SECTION – IV
(A) BID SUBMISSION
FORM

Date _____

To

Regional Director
Sports Authority of India
Netaji Subhas Southern Centre,
Mysore Road, Bangalore-560056

Ref: Your Bidding Document No. 174/SAI/NSSC/ B/NONVEG AND DAIRY PRODUCTS2022-23
Dated _____

Sir,

We, the undersigned have gone through 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 **NON VEGETARAIN ITEMS /DAIRY PRODUCTS at SAI NSSC Bangalore** to the purchasers named in the schedule *in* conformity with your above referred document at the rates 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 **GTC clause 04 of Section-VI** for due performance..

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 fully agree to abide by all terms and conditions of General Terms & Conditions as per **Section-VI**.

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

We confirm that 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 authorized to sign Bid for and on behalf of Messrs. ' _____

[Name & address of the Bidder]

SECTION – IV

(B) Form for Power of Attorney

Know all men by these presents, we, _(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (Name),son/daughter/wife of and presently residing at , who is [presently employed with us and holding the position of], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the (Name of Mandate) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidder’s and other conferences and providing information/responses to Sports Authority of India(hereinafter referred to as “Purchaser”), representing us in all matters before Purchaser, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with Purchaser in all matters in connection with or relating to or arising out of our bid for the said Tender and /or till the entering into the Contract with Purchaser.

AND we hereby agree to ratify and confirm and do hereby all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPALS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20**

For _____

(Signature)

(Name, Title, and Address) Witnesses:

- 1.
- 2.

Accepted (Notarized)

(Signature)

(Name, Title and Address of the Attorney)

Section IV
(C) Price Schedule Format
NON VEGETARAIN ITEMS and DAIRY PRODUCTS

BOQ (Bill of Quantity) /PRICE BID

**[Should only be uploaded in the Price-Bid cover through CPP Portal in MS
Excel sheet format. Not to be enclosed with the Techno- commercial bid]**

Please refer BoQ

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

Date.....

To
Regional Director
Sports Authority of India
National Subhas Southern Centre,
Bangalore - 560056

Sub: NEFT PAYMENTS

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

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATE FORM

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

[Signature with date, name and designation]
For and on behalf of Messrs. _____
[Name & address of the manufacturers]

Confirmed by Bank

Enclosed a copy of Crossed Cheque.

SECTION – IV

(E) LETTER OF AUTHORISATION FOR ATTENDING BID OPENING MEETING

Tender No. -----

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

Following persons are hereby authorized 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 authorized to sign the bid documents on behalf of the bidder.

SECTION IV

(F) DISCLOSURE OF CONFLICT OF INTEREST

It is hereby disclosed that we have not any conflict of interest with others bidders in terms of conditions stipulated in clause No. 44 of Section II- A of Tender Document. If this disclosure is found wrong later on, we are liable for punitive action as per terms of the agreement.

(Authorized Signatory)

Stamp

SECTION IV
(G) DISCLOSURE OF CODE OF INTEGRITY

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

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

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

(Authorized Signatory)

STAMP

SECTION IV

(H) AFFIDAVIT/UNDERTAKING

I/ We have read and understood the instructions and the terms and conditions contained in the document.

I/We accordingly accept all terms and conditions of the tender enquiry document including the essential conditions specially incorporated in the tender enquiry like terms of terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.

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

I/ We do hereby declare that the information furnished/ uploaded is correct to the best of my/our knowledge and belief.

I/We hereby certify that the prices offered by us in this tender is not higher than the prices we had offered to any other Govt. of India Organization (s)/PSU(s) during the last one year and shall provide the justification for reasonableness of our offered price whenever asked during evaluation of our submitted bid.

I/ We also hereby certify that if at any time, information furnished by us is proved to be false or incorrect; I/ We are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

Date:

(Signature of the bidder)

NAME & ADDRESS OF THE
BIDDER

NOTE: To be submitted on non-judicial stamp paper of Rs. 100/- duly certified by Public Notary

SECTION– V

SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATION

Note:

1. All below items for which the bidder is quoting for should be branded.
2. The purchaser reserve the right to purchase all items or some items mentioned in Section-V without assigning any reason.
3. The below list of item is tentative, the purchaser can increase & decrease as per requirement.

Consignee Details:

**Sports Authority of India, Netaji Subhas Southern Centre, Mysore
Road, Bangalore – 560056**

A	NONVEGETARIAN ITEMS (PART-A)				Final price inclusive of all taxes and transportation charges(to be quoted only in BOQ)
1	Chicken Eggs-	item1	1.00	No	Only in BOQ
2	Quail Egg	item2	1.00	No	Only in BOQ
3	Turkey Egg	item3	1.00	No	Only in BOQ
4	Duck Egg	item4	1.00	Kg	Only in BOQ
5	Country chicken With skin	item5	1.00	Kg	Only in BOQ
6	Whole chicken	item6	1.00	Kg	Only in BOQ
7	Chicken	item7	1.00	Kg	Only in BOQ
8	Chicken Boneless	item8	1.00	Kg	Only in BOQ
9	Chicken mince(Kheema)	item9	1.00	Kg	Only in BOQ
10	Chicken fillets	item10	1.00	Kg	Only in BOQ
11	Chicken whole leg	item11	1.00	Kg	Only in BOQ
12	Chicken Kalmi (Leg pieces)	item12	1.00	Kg	Only in BOQ
13	Chicken Drumstick	item13	1.00	Kg	Only in BOQ
14	Chicken wings	item14	1.00	Kg	Only in BOQ
15	Chicken mince	item15	1.00	Kg	Only in BOQ
16	Chicken ,Carcus	item16	1.00	Kg	Only in BOQ
17	Turkey whole with skin	item17	1.00	Kg	Only in BOQ

18	Whole Turkey without skin	item18	1.00	Kg	Only in BOQ
19	Cut turkey without skin	item19	1.00	Kg	Only in BOQ
20	Turkey Breast	item20	1.00	Kg	Only in BOQ
21	Mutton-Thigh,leg,Chest Portions only,without liver,fat etc.after removing unwanted bones	item21	1.00	Kg	
22	Mutton mince (with fat)	item22	1.00	Kg	Only in BOQ
23	Mutton mince (with out fat)	item23	1.00	Kg	Only in BOQ
24	Mutton ,Boneless	item24	1.00	Kg	Only in BOQ
25	Mutton cut(without fat)	item25	1.00	Kg	Only in BOQ
26	Mutton paya leg	item26	1.00	Kg	Only in BOQ
27	Mutton leg	item27	1.00	Kg	Only in BOQ
28	Mutton carcus	item28	1.00	Kg	Only in BOQ
29	Mutton Ribs	item29	1.00	Kg	Only in BOQ
30	Lamb chops	item30	1.00	Kg	Only in BOQ
31	Liver (Mutton)	item31	1.00	Kg	Only in BOQ
32	Liver (Chicken)	item32	1.00	Kg	Only in BOQ
33	sausage (Chicken)	item33	1.00	Kg	Only in BOQ
34	sausage (Mutton)	item34	1.00	Kg	Only in BOQ
35	Ham turkey	item35	1.00	Kg	Only in BOQ
36	Saucesages (except beef & pork)	item36	1.00	Kg	Only in BOQ
37	Seer Fish	item37	1.00	Kg	Only in BOQ
38	Bangada Fish	item38	1.00	Kg	Only in BOQ
39	Butter Fish	item39	1.00	Kg	Only in BOQ
40	White Pamfret	item40	1.00	Kg	Only in BOQ
41	Bash Fish	item41	1.00	Kg	Only in BOQ
42	Kane Fish	item42	1.00	Kg	Only in BOQ
43	Rahu fish	item43	1.00	Kg	Only in BOQ
44	Smoked salman	item44	1.00	Kg	Only in BOQ
45	Norwegian Salmon	item45	1.00	Kg	Only in BOQ
46	Mackerel	item46	1.00	Kg	Only in BOQ
47	Tuna fish	item47	1.00	Kg	Only in BOQ
48	Red Snapper	item48	1.00	Kg	Only in BOQ
49	Anchovy (Fresh)	item49	1.00	Kg	Only in BOQ
50	Anchovy (tin)	item50	1.00	Kg	Only in BOQ
51	King fish	item51	1.00	Kg	Only in BOQ
52	Indian Salmon	item52	1.00	Kg	Only in BOQ
53	Shrimps	item53	1.00	Kg	Only in BOQ
54	Squid	item54	1.00	Kg	Only in BOQ
55	Jambo Prawn	item55	1.00	Kg	Only in BOQ
56	Lobster	item56	1.00	Kg	Only in BOQ
57	Prawns	item57	1.00	Kg	Only in BOQ

Note - Fish and prawn items without head, tail, gizzards and cleaned
Chicken without skin, liver, gizzard, neck, wings, carcass and legs cut up to knee and without dipping in water

B	DAIRY PRODUCTS(PART-B)				Only in BOQ
1	Butter scotch Ice cream	item1	1.00	Litre	Only in BOQ
2	Black current icecream	item2	1.00	Litre	Only in BOQ
3	Vanilla icecream	item3	1.00	Litre	Only in BOQ
4	Strawberry icecream	item4	1.00	Litre	Only in BOQ
5	Chocolate icecream	item5	1.00	Litre	Only in BOQ
6	Milk	item6	0.50	Litre	Only in BOQ
7	Milk	item7	200.00	ml.	Only in BOQ
8	Butter ,Salted	item8	1.00	kg	Only in BOQ
9	Butter ,Unsalted	item9	1.00	kg	Only in BOQ
10	Butter	item10	10.00	gms.	Only in BOQ
11	Butter sachets	item11	1.00	litre	Only in BOQ
12	Fresh cream	item12	0.50	litre	Only in BOQ
13	Curd	item13	200.00	ml	Only in BOQ
14	Curd	item14	1.00	litre	Only in BOQ
15	Cheese	item15	1.00	kg	Only in BOQ
16	Mozerella cheese	item16	1.00	kg	Only in BOQ
17	Permesan Cheese	item17	1.00	kg	Only in BOQ
18	Emental Cheese	item18	1.00	kg	Only in BOQ
19	Edam cheese	item19	1.00	kg	Only in BOQ
20	Blue cheese	item20	1.00	kg	Only in BOQ
21	Roquefort Cheese	item21	1.00	kg	Only in BOQ
22	Ghee	item22	0.50	litre	Only in BOQ
23	Goodlife,Slim	item23	0.50	litre	Only in BOQ
24	Good life,Normal	item24	250.00	ml	Only in BOQ
25	Flavoured milk	item25	1.00	kg	Only in BOQ
26	Paneer	item26	1.00	kg	Only in BOQ
27	Khova	item27	200.00	ml	Only in BOQ
28	Butter milk- tetra pack	item28	200.00	ml	Only in BOQ
29	Soya Protein milk	item29	200.00	ml	Only in BOQ

SECTION-VI
GENERAL TERMS & CONDITIONS (GTC)

The General Terms & Conditions incorporated in this Section shall be applicable for this purchase to the extent the same is not superseded by **Schedule of Requirements and Specifications** under **Section V** of this document.

Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings:

“**Applicable Law**” means the laws and any other instruments having the force of law in India for the time being.

“**Supplier**” means any private or public entity that will supply the goods to SAI under the tender enquiry document/letter of award.

“**Day**” means calendar day.

“**GOI**” means the Government of India

“SAI/Purchaser” means the Sports Authority of India

“GTC” means the General Terms & Conditions

“In writing” means communicated in written with proof of receipt.

2 Use of documents and information

The supplier shall not, without the purchaser’s prior written consent, disclose the tender document or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purpose of such performance for this contract.

Further, the supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GTC sub clause 2.1 above except for the sole purpose of performing this tender enquiry document.

Except the Letter of Award issued to the supplier, each and every other document mentioned in GTC sub clause 2.1 above shall remain the property of the purchaser and if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier’s performance and obligation under this tender enquiry document.

3 Patent Rights

The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the tender enquiry document for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks etc. Being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expense take care of the same for settlement without any liability to the purchaser.

4 Performance Security

The supplier, shall furnish performance security to the Purchaser for an amount equal to **3 percent (3%)** of the total value of the letter of award/supply order within **ten (10)** days from date of the issue of Notification of Award by the purchaser, valid up to sixty days after warranty period 1 year from the date of acceptance of the goods by the consignee.

The Performance security shall be denominated in Indian Rupees or in the currency of the contract in any one of the forms namely Demand Draft, Fixed Deposit Receipt/Banker’s Cheque drawn from commercial bank in India in favour of **Sports Authority of India,” payable at Bangalore**

In the event of any amendment issued to the letter of award/supply order, regarding extension of Delivery Period, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the letter of award/supply order, as amended.

The Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier’s all contractual obligations including the warranty obligations.

5 Technical Specifications and standards

The items supplied under this Tender Enquiry Document shall conform to the standards prescribed in the Technical Specifications given in **Section V** of the bid document.

6 Packing and Marking

The packing for the items to be provided by the Supplier should be strong and durable enough to withstand transit hazards, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the items and availability or otherwise of transport and handling facilities at all points during transit up

to final destination as per the tender enquiry document/letter of award. The rates quoted by the Supplier are inclusive of all applicable taxes, and inclusive of all charges for packing, shipping, carriage, insurance and delivery of the goods to the sites and any other duties and/or levies etc.

7 Inspection, Testing and Quality Control

The Purchaser and/or its nominated representative(s) may inspect and/or test the ordered items to confirm their conformity to the contractual specifications incorporated in the tender enquiry document. The Purchaser shall inform the Supplier in advance, in writing, its Programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging of Purchaser and/or its nominated representative(s) will be borne by the Purchaser and/or its nominated representative(s).

For such inspections and tests which are conducted in the premises of the supplier or its sub-contractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the Purchaser's Inspector at no charge to the Purchaser.

If during such inspections and tests the contracted items fail to conform to the required specifications and standards, the Purchaser's Inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the Purchaser and resubmit the same to the Purchaser's inspector for conducting the inspections and tests again.

If the contracted items fail to lab test, the cost of test shall be borne by the agency concerned and in case the contracted items pass the test the cost of test shall be borne by the purchaser.

If the supplier tenders the items to the Purchaser's Inspector for inspection at the last moment without providing reasonable time to the Inspector for completing the inspection within the contractual delivery period, the Inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the items have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the Purchaser under the terms & conditions of the tender enquiry document.

The Purchaser's contractual right to inspect, test and, if necessary, reject the items after their items arrival at the final destination shall have no bearing on the fact that the goods have previously been inspected and cleared by Purchaser's Inspector during pre-dispatch inspection mentioned above.

Items accepted by the Purchaser and/or its Inspector at initial inspection and in final inspection in terms of the tender enquiry document. shall in no way dilute Purchaser's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GTC Clause 9.

8 Terms of Delivery

Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract/purchase order/supply order.

In the case of Delivery Duty Paid (DDP), the date of receipt of stores at Consignee's site shall be considered as the date of delivery.

The tenderer must use the approved tender forms only and tenderer must quote for all the items mentioned in the List of items under each category. Transfer of Tender Forms is not allowed;

Prices quoted by the Tenderer (Incl. tax) shall remain firm for a period of 12 months from the date of our acceptance of your tender except in the case of items of MRP and no increase in price of other items whatsoever will be allowed irrespective of the change in our requirement.

The successful tenderer will have to execute an Agreement for the due performance of this contract on non-judicial stamp paper worth Rs.100/- within one week of the receipt of

the allotment order and till then no payment will be released.

The quantities indicated are approximate requirement and are subject to increase/decrease without notice and the Tenderer will be bound to supply the increased/decreased requirement at the quoted rates.

Delivery will be the essence of the contract and if the materials are not delivered within the specified time/ period or not conform to SAI's requirement standard, the Center will reserve the right to reject the same and purchase the goods from other sources and the defaulting tenderer will, on demand, unconditionally arrange to reimburse the sum equivalent to the difference between the rate tendered by him and the rate of the item procured from any other source(s).

. **Your quotation shall include free delivery to our designated location(s) SAI NSSC MYSORE ROAD BANGALORE CAMPUS. The receipt of quantity supplied will be prepared in duplicate and one copy will be kept by SAI and the other to be retained by the supplier duly signed by the official receiving the stores. Material indented for shall be brought in full and any shortage in weight shall be treated as non-supply and action will be taken in terms of the agreement.**

. The officer receiving the stores will have the right to reject the articles if not found fresh or substandard. In case of any adulteration in the food articles, the supplier will be held responsible under the clauses laid down in Prevention of Food Adulteration Act, 1955, as amended to date.

. The center reserves the right to inspect the successful tenderers premises through its representatives and shall be the final judge of the suitability of the premises and the manufacturing conditions.

The successful tenderer shall furnish a Bank Guarantee or Cash deposit of Minimum 5% of total annual purchase as SECURITY DEPOSIT. The deposit will be free of interest and is liable to be forfeited in whole or in part as may be determined by SAI at its sole discretion in the event of any lapse or unsatisfactory performance, affecting the reputation of the authority and/to the regularity and efficiency of its service. Such Security amount will be returned after 60 days from the expiry of contract period.

8.12. The terms and conditions can be modified, changed or added to, at the time of finally concluding and signing the agreement.

9.4 If the supplier, having been notified, fails to rectify/replace the defect(s) promptly, the Purchaser may proceed to take such remedial action(s) as deemed fit by the Purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the Purchaser may have against the supplier.

10 Prices

Prices to be charged by the supplier for supply of items in terms of the price bid shall not vary from the corresponding prices quoted by the supplier in its bid.

11 Insurance:

Unless otherwise instructed, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

In case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110% of the value of the goods from ware house to ware house (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.

12 Incidental services:

Subject to the stipulation, if any, in **Schedule of Requirements and the Technical Specification (Section – V)**, the supplier shall be required to perform the following services.

- a) Installation and Demonstration of the goods
- b) On Site Training of Purchaser's Staff.
- c) Supplying required number of operation & maintenance manual for the goods

13 Spare Parts(not applicable for this tender)

If specified in the List of Requirements and in the letter of award, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:

- 1) The spare parts as selected by the Purchaser/Consignee to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
- 2) In case the production of the spare parts is discontinued:
 - a) Sufficient advance notice to the Purchaser/Consignee before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
 - b) Immediately following such discontinuation, providing the Purchaser/Consignee, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/Consignee.
 - c) Supplier shall carry sufficient inventories to assure ex -stock supply of consumable spares for the goods so that the same are supplied to the Purchaser/Consignee promptly on receipt of order from the Purchaser/Consignee.

14 Assignment

The supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligation to perform the tender enquiry document, except with the Purchaser's prior written permission.

15 Taxes, Duties and Octroi

Supplier shall be entirely responsible for all taxes, duties, levies etc. incurred until delivery of the contracted items to the Purchaser. Only statutory variations on finished product if stipulated in contract shall be allowed to the extent of actual payment by the supplier.

16 Terms and Mode of Payment

Payment shall be made in Indian Rupees as specified in the tender enquiry document in the following manner: Hundred percent (100%) payment of the contract price subject to recoveries/liquidated damages/shortages etc., if any, shall be paid on receipt of items in good condition and upon submission of **Inspection & Acceptance Certificate**, as per **Section VII (A)** in original issued by the authorized representative of the consignee.

The supplier shall not claim any interest on payments under the tender enquiry document. Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.

The supplier shall send its claim for payment in writing, when contractually due, along with following documents duly signed with date, to the Purchaser:-

- (i) Supplier's invoice indicating, inter alia, description and specification of the goods, quantity, unit price, total value
- (ii) Inspection certificate issued by purchaser's
- (iii) Insurance Certificate, if applicable
- (iv) any other document (s) as and if required in terms of tender document

All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/RTGS systems as per the NEFT Mandate form at **Section IV (D)**.

17 Delay in the supplier's performance

The supplier shall deliver the items and perform the services under the tender enquiry document within the time schedule specified by the Purchaser as incorporated in the tender enquiry document/supply order/letter of award. In case the supplier Purchaser/consignee can reject the supplies and inform the supplier accordingly; the Purchaser shall also have the right to cancel the supply order/letter of award with reference to unsupplied items in terms of the tender enquiry document.

Subject to the provision of Force Majeure under GTC clause 21, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of items shall render the supplier liable to any or all of the following sanctions:

- (i) Imposition of Liquidated Damages,
- (ii) Forfeiture of its Performance Security and
- (iii) Termination of the letter of award/supply order for default.

If at any time, the supplier encounters conditions hindering timely delivery of the items, the supplier shall promptly inform the Purchaser in writing about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the letter of award/supply order.

When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:

1. The Purchaser shall recover from the supplier, under the provisions of the clause 21 of the General Terms & Conditions, liquidated damages on the items, which the Supplier has failed to deliver within the delivery period stipulated in the tender enquiry document/letter of award/supply order.
2. That no increase in price on account of any ground, whatsoever, including any stipulation in the tender enquiry document/letter of award/supply order. For increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax/CST/VAT/CENVAT Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the items specified in the tender enquiry document/letter of award/supply order, which takes place after the date of delivery stipulated in the tender enquiry document/letter of award/supply order shall be admissible on such of the said items as are delivered and performed after the date of the delivery stipulated in the tender enquiry document/letter of award/supply order.
3. But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/CST/VAT/CENVAT, GST, Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the tender enquiry document/letter of award/supply order.

The supplier shall not dispatch the items after expiry of the delivery period. The supplier is required to apply to the Purchaser for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the items without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the Purchaser. Without prejudice to any other right or remedy Purchaser may have, if any Goods are not supplied in accordance with, or if the Supplier fails to comply with any of the terms of this Agreement, the Purchaser shall be entitled to avail itself of any one or more remedies at its discretion, whether or not any part of Goods have been accepted by the Purchaser:

1. To reject the goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier;
2. To give the Supplier the opportunity (at the Supplier's expense) either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the tender document are fulfilled;
3. To claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of the letter of award;
4. To rescind this Agreement in whole or in part
5. To purchase the goods in whole or in part from open market and recover the said amounts from the Supplier as damages.

18 Liquidated damages

Subject to the provision of Force Majeure under GTC clause 21, if the supplier fails to deliver any or all of the items within the time frame(s) incorporated in the tender enquiry document, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the tender enquiry document deduct from the tender enquiry document price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of items until actual delivery or performance subject to a maximum of 10% of the letter of award price.

19 Termination for default

The Purchaser, without prejudice to any other contractual rights and remedies available to it (the Purchaser), may, by written notice of default sent to the supplier, terminate the letter of award/supply order in whole or in part, if the supplier fails to deliver any or all of the items or fails to perform any other contractual obligation(s) within the time period specified in the tender enquiry document/letter of award/supply order, or within any extension thereof granted by the Purchaser.

Unless otherwise instructed by the Purchaser, the supplier shall continue to perform the tender enquiry document/letter of award/supply order to the extent not terminated.

20 Termination for insolvency

If the supplier becomes bankrupt or otherwise insolvent, the Purchaser reserves the right to terminate the supply order/letter of award at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, 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 Purchaser.

21 Force Majeure

The supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the tender document is the result of an event of Force Majeure.

For purpose of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.

If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the tender enquiry document/letter of award/supply order as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the performance in whole or in part or any obligation under this tender enquiry document/letter of award/supply order is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the tender enquiry letter of award/supply order without any financial repercussion on either side.

In case due to a Force Majeure event the Purchaser is unable to fulfill its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub paragraphs.

22 Notice

Notice, if any, relating to the tender enquiry document given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the

addresses as incorporated in the tender enquiry document/letter of award/supply order.

The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

23 Termination for convenience

The Purchaser reserves the right to terminate the letter of award/supply order, in whole or in part for its (Purchaser's) convenience, by serving written notice on the supplier at any time. The notice shall specify that the termination is for the convenience of the Purchaser. The notice shall also indicate inter-alia, the extent to which the supplier's performance under the letter of award/supply order is terminated, and the date with effect from which such termination will become effective.

The items which are complete and ready in terms of the tender enquiry document/letter of award/supply order for delivery within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser following the tender enquiry documents terms, conditions and prices

24 Fall Clause

The Supplier undertakes that he has not supplied/is not supplying similar products/items to any Department of Govt. Of India i.e. Central Government/State Government, Statutory Undertakings of Central/State Governments/Local Bodies etc. and as well as to private Purchaser, domestic or foreign at a price lower than that offered in the present bid.

If it is found at any stage that similar product/systems or sub systems was supplied by the Supplier to any of the above Organizations as well as to private Purchaser, domestic or foreign, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Supplier to the Purchaser, if the ment/goods has already been supplied.

25 Withholding and lien in respect of sums claimed

Whenever any claim or claims for payment of a sum of money arises out of or under the letter of award against the Contractor, the Purchaser shall be entitled to withhold and also have the security, if any, deposited by the Contractor and for the purpose aforesaid, the Purchaser shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Purchaser shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at anytime thereafter may become payable to the Contractor under the same contract or any other contract with the Purchaser or the Government, pending finalization or adjudication of any such claim and that The Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

26 Resolution of disputes

If dispute or difference of any kind shall arise between the Purchaser and the supplier in connection with or relating to the tender enquiry document/letter of award/supply order, the parties shall make every effort to resolve the same amicably by mutual consultations.

Arbitration: In event of any dispute or difference between parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Director General, Sports Authority of India, New Delhi. The provisions of Arbitration and Conciliation Act, 1996 (No. 26 of 1996) shall be applicable to the arbitration under this clause. The procedure and fee of the arbitrators shall be in accordance with the prevalent procedure and policies of SAI.

Venue of Arbitration: The venue of arbitration shall be the place from where the letter of award has been issued, i.e., Bangalore only.

The Courts of Bangalore will have the exclusive jurisdiction to try the disputes

27 Applicable Law

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

28. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders as per order No : 45021/2/2017-PP(BE-II) issued by Department of Promotion of Industry and Internal Trade (public procurement section) order dated 04.06.2020 :

The purchaser will take into account also the additional factors, if any, incorporated in tender document in the manner and to the extent indicated therein

- (i) Further to Section II- A (g) Scrutiny & Evaluation of Bids above, the purchaser's evaluation of a tender will include and take into account the following:
- (ii) In the case of goods manufactured in India or goods of foreign origin already located in India, Goods and Services Tax, Works Contract Tax etc which will be contractually payable (to the bidder), on the goods and services; and
- (iii) All conditions as per order No : 45021/2/2017-PP(BE-II) issued Department of Promotion of Industry and Internal Trade (public procurement section) dated 04.06.2020 will be applicable and shall for all purposes be considered a part of the contract and the main points for participation are as defined below:

As per 3 (a) of this circular, only Class I Local Supplier will be eligible to bid in this IFB

As per 3 (b) of this circular, only Class I Local Supplier and Class II Local Supplier will be eligible to bid in this IFB.

As defined in the order,

Class I Local Supplier means a supplier or service provider whose goods, services or works offered for procurement has local content equal to or more than 50%

&

Class II Local Supplier means a supplier or service provider whose goods, services or works offered for procurement has local content more than 20% but less than 50%.

As per 9 (a) of the above order, the Class I & II local supplier are required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for Class I/II local supplier as the case may be. They shall also give details of locations at which the local value addition is made.

In case the procurement is above 10 cr. Certification as per 9(b) of the order will be applicable.

Purchase Preference as per 3(A) (b) of the above order:

- (i) If L1(Lowest Responsive Bidder) is Class I Local Supplier, the contract for

full quantity will be awarded to L1.

- (ii) If L1 bid is not a Class-I local supplier, 50% of the order shall be awarded to L1. Thereafter, the lowest bidder among the Class-I local supplier will be invited to match the L1 price for remaining 50% quantity, subject to the Class -I local supplier's price falling within the margin of purchase preference (20%), and contract for that quantity will be awarded to such Class-I local supplier subject to matching the L1 price. In case such lowest eligible L1 Class -I local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher Class -I local supplier within 20% of the L1 price will be invited to match the L1 price for remaining quantity and so on, and the contract will be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity will also be ordered on the L1 bidder.
- (iv) The condition of prior turnover and prior experience may be relaxed for Start-ups (Rule 173 (i) of GFR, 2017) (As defined by Department of Industrial Policy and Promotion) subject to meeting of quality and technical specification and making suitable provisions in the bidding document. The quality and technical parameters are not to be diluted.

This is certifying that I/We have studied the terms & conditions and understood all clause of the tender in case of award of contract/supply order I/We undertake to abide by all terms and conditions mentioned in the same.

**AUTHORUSED
SIGNATORY (NAME IN
BLOCK LETTERS) SEAL
OF THE TENDERER**

SECTION – VII (A)

INSPECTION & ACCEPTANCE

CERTIFICATE

Certified that the following store(s) has/have been received in full & good condition as per the terms & conditions of Supply Order and Tender Enquiry Document specifications and Terms & Conditions:

- 1) Bid Reference No. & Date : _____
- 2) Name and Address of Indentor : _____
- 3) Supply order No. and Date : _____
- 4) Supplier's Name & Address : _____
- 5) Consignee : _____
- 6) Description of the item supplied : _____
- 7) Quantity Supplied : _____
- 8) Delivery date-(As per supply order) : _____
- 9) Extended Delivery Date, if any : _____
- 10) Date of actual Receipt of goods by the Consignee : _____
- 11) Delay in supplies beyond original delivery date(sl.no.8-refers) : _____
- 12) Damages/Shortages/recoveries for late supplies etc., if any : _____
- 13) Remarks, if any : _____

() () ()

Signatures of Inspection & Acceptance Committee Members

Counter signed by Head of the Centre

Date: _____

Place: _____

(Seal)

SECTION – VII (C) CHECKLIST

Name of Bidder:

Sr. No	Activity	Yes/No/ NA	Page No. in the TE
1	Have you enclosed EMD of required amount for the quoted schedules?		
2	Have you enclosed duly filled Tender Form as per format in Section IV (C)		
3	Have you enclosed power of attorney in favor of signatory?		
4	Are you a SSI unit, if yes have you enclosed certificate of registration issued by Directorate of Industries/NSIC		
5	Have you enclosed clause-by- clause technical compliance statement for the quoted goods vis-à-vis the Technical specification?		
6	In case of Technical deviations in the compliance statement, have you identified and marked the deviation?		
7	Have you submitted satisfactory performance certificate/ installation Reports as per the perform for performance statement in Section III (B) of TE document in respect of all orders?		
8	Have you submitted copy of the order (s) and end user certificate/installation Reports?		
9	Have you kept validity of days from the Techno Commercial Tender Opening date as per the TE Document?		
10	Bidder, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?		
11	Have you intimated the name an full address of your Banker (s) along with your account Number		
12	Have you fully accepted payment terms as per TE document?		
13	Have you fully accepted delivery period as per TE Document?		
14	Have you submitted the certificate of incorporation?		
15	Have you accepted the warranty as per TE Document?		
16	Have you accepted terms and conditions of TE document?		
17	Have you furnished documents establishing your eligibility & qualification criteria as per the TE document?		
18	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening duly certified by chartered accountant hearing their membership no.?		
19	Have you enclosed the Affidavit as per Section IV (H) of the TE Document?		

N.B

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

(Signature with date)

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

For and on behalf of

(Name, address and stamp of the tendering firm)