SPORTS AUTHORITY OF INDIA NCOE-Thiruvananthapuram

Telephone: +91471-2415401

Email: stcacctvm1990@gmail.com

Website: sportsauthorityofindia.nic.in

E-Bidding Document

For

SUPPLY OF DIETARY ARTICLES

(Vegetables)

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PART – 1 BIDDING PROCEDURE

SECTION - I

INVITATION FOR BID (IFB)

Telephone: +91 – 0471-2415401 Email: stcacctvm1990@gmail.com Website: sportsauthorityofindia.nic.in

1. Sports Authority of India (SAI), for and on behalf of the Chief Operating Officer NCOE, Thiruvananthapuram invites E-Bids on two bid system for supply of dietary items – Vegetables - livestock to Campers Hostel, SAI, Kariavattom, Thiruvanthapuram

Brief Description of works	Amount of Bid Security in Rs.
Supply of dietary items – Vegetables – to	
Campers Hostel, SAI - NCOE, LNCPE Campus	53,000/-
Thiruvananthapuram	

Scanned copy of Earnest Money is to be uploaded online and Hard copy of the same must be sent to the Chief Operating Officer, Kariavattom, Thiruvananthapuram on or before Bid Submission Date & Time as mentioned in Critical Date Sheet.

CRITICAL DATE SHEET

Publication of REF on e- procurement portal of CPP	19/08/2023 17:30 Hrs
Start date of downloading of document	19/08/2023 17:30 Hrs
Date and time of pre-bid conference*	21/08/2023 11:00 Hrs
Last date for submission of	21/08/2023 10:00 Hrs to
queries / clarification	21/08/2023 17:00 Hrs
made during the pre-bid conference in writing**	
Bid submission start date	22/08/2023 10:00 Hrs
Last Date & Time of uploading/submission of Bids	08/09/2023 17:00 Hrs
Bid Validity Period	90 Days
Opening of Techno- Commercial Bid (Bid - 1)	11/09/2023 11:00 Hrs
Opening of Price Bid (Bid - 2)	To be inform separately

^{*} Conference Hall, NCOE, Thiruvananthapuram.

^{**} Queries/Clarifications are to be responded online only.

- 2. Bidder may also download the Bidding Documents from the web site & CPP Portal of Govt. of India i.e. http://eprocure.gov.in/eprocure/app. Bidders shall ensure that their Bids, complete in all respect are uploaded online before the closing date and time as indicated in the critical date sheet above on CPP Portal http://eprocure.gov.in/eprocure/app.
- 3. Bids shall be submitted online only at **CPPP** website: http://eprocure.gov.in/eprocure/app. Bidders are advised to follow the instructions provided in the Instructions to the Bidder for e-submission of the bids online through the Central Public Procurement Portal for e-Procurement http://eprocure.gov.in/eprocure/app.
- 4. Bidder who has downloaded the tender from the Central Public Procurement Portal (CPPP) website https://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, the same is found to be tempered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with SAI.
- 5. Intending bidders are advised to visit again CPP Portal website www.eprocure.gov.in and SAI website www.sportsauthorityofindia.nic.in at least three days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

Assistant Director For & on behalf of Sports Authority of India, NCOE, Kariavattom (PO).

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

1. Introduction

- (i) The Bidding Documents is for purchase of items as mentioned in Section V "Schedule of Requirement".
- (ii) This section (Section II) provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids. It also includes the mode and procedure to be adopted by the Purchaser for receipt and opening of bids as well as scrutiny and evaluation of Bids and subsequent placement of Contract.
- (iii) Before formulating the Bid and submitting the same to the bid inviting authority, the Bidder should read and examine all the terms, conditions, instructions etc. contained in the Bidding Documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Bidding Documents may result in rejection of its Bid.

2. Language of Bid

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

3. Tendering Expenses

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

4. Local Conditions

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

B. BIDDING DOCUMENTS

5. Content of Bidding Documents

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

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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 Form
Section V	Scope of Work
Section VI	General Conditions of Contract (GCC)
Section VII	Contract Forms

6. Amendments to Bidding Documents

- i) At any time prior to the deadline for submission of bid, the SAI may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid document by issuing suitable amendment(s) to it.
- ii) Such an amendment to the bid document will be uploaded on SAI website: www.sportsauthorityofindia.nic.in and Central Public Procurement (CPP) Portal of Government of India i.e. www.eprocure.gov.in/eprocure/app only.
- iii) Prospective bidders are advised in their own interest to visit website of Sports Authority of India (SAI) and CPP Portal for any amendment etc. before submitting their bids.
- iv) In order to afford prospective bidders reasonable time to take into account the amendments in preparing their bids, SAI may, at its discretion, suitably extend the dead line for submission of bids.

7. 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.

8(A) Clarification of Bidding Documents

- (i) A bidder requiring any clarification or elucidation on any issue in respect of the bid document may take up the same with the SAI in writing. The SAI will respond in writing to such request provided the same is received (by the SAI) not later than 21st Aug -2023 up to 17.00 hrs, i.e., the next day of pre-bid conference.
- (ii) Any clarification issued by SAI in response to query (ies) raised by the prospective bidders shall form an integral part of bid document and it may amount to an amendment of the relevant clause(s) of the bid document.

8(B) Pre-Bid Meeting

- (i) A Pre-Bid conference will be held with the prospective Bidders for the purpose of holding technical & commercial discussions and providing clarifications by the Purchaser. In the Pre-Bid Conference, clarifications pertaining to technical, commercial and other issues regarding the items stipulated in the RFP may be required by the prospective bidders will be provided. The prospective bidders should on their own cost, attend the said conference on the date and venue.
- (ii) Details of proposed/suggested variations/ deviations/ additions from the Bid specification/conditions, if any, should be clearly indicated while sending queries before Pre-Bid Conference. Any verbal suggestion/ proposal of variations/ deviations/ additions in the RFP document made during the Pre-Bid Conference should also be given in writing to the Purchaser latest by 10.30 hours on next working day of the pre-bid conference.
- (iii) The purchaser may clarify on variations/ deviations, alternative proposals, which ensure equal or higher quality/ performance to the Technical Specifications during Pre-Bid Conference. However, the decision of the purchaser in this regard will be final.
- (iv) After incorporation the amendments acceptable to the Purchaser, the RFP Document shall be frozen as per the details provided in RFP, through issuance of an Addendum (s) which can be downloaded from the e-procurement portal and website of SAI. The Bidder shall submit its Bid along with Bid documents including Addendum if any issued duly signed and stamped.

9. Bid format

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

D. PREPARATION OF BIDS

10. Documents Comprising the Bid

The documents as detailed in Clause 11 and 12 of ITB, i.e., Technical Bid and Financial Bid shall comprise the bid.

11. Technical Bid:

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

- (i) Bid Security: Bid Security is to be furnished in accordance with Clause 17 of ITB and bid submission as per format at **Section IV (A)**. Alternatively, documentary evidence for claiming exemption, if any, from payment of Earnest Money.
- (ii) Self-attested ID proof, address proof, Pan Card and a recent passport size colored photograph of authorized representative.
- (iii) Certificate of Incorporation, Articles and Memorandum of Association in case of companies/Partnership Deed and Registration of Partnership Firm in case of Firms/Any document proving ownership of proprietary firm.
- (iv) Documents mentioned in the qualification criteria as per Section III (A).
- (v) Three years' experience of supply of mess items (Attach documentary proof).
- (vi) National Electronic Fund Transfer (NEFT Form) as per Section IV- (E) for payment in Indian Rupee.

- (vii) Certificate of Chartered Accountant showing annual turnover of **Rs.53 lakhs per annum** for the last three financial years (2020-21, 2021-22 & 2022-23) Copiesof Balance Sheet, Profit and Loss Account statement etc need not be enclosed.
- (viii) Income Tax returns filed for the last three Financial Years. (2020-21, 2021-22 & 2022-23).
- (ix) Goods & Services Tax Certificate.
- (x) Valid PAN & TIN (Tax Payer Identification Number)/TAN.
- (xi) Registration No. and Certificates for Shops & Establishment Act of the respective state, if applicable.

Note:

- 1) The bidding companies /firms /agencies are required to attest (self-attestation) the scanned copies of documents, along with the bid, signed on each page with seal, to establish the bidders' eligibility and qualifications failing which their bid shall be summarily rejected and will not be considered. The bidders are responsible for what they attest and claim; if, later on, it is found that whatever has been attested by the bidder is not true/ correct, the company/ firm / agency of the bidder will render itself liable for punitive action including black- listing for purpose of procurement of any service (s), in addition to attracting penal provisions of the agreement.
- 2) The Technical bid shall not include any financial information. Such a bid shall be summarily rejected.
- **12.** Financial Bid: This should be uploaded online in the prescribed PDF format as per Section IV (D) of bid document.
 - (i) The Bidder shall quote for all the components of items specified in the 'Price Schedule Form' provided under Section IV (D) including all (taxes, duties, levies etc).
 - (ii) It is the responsibility of Bidder to go through the Bidding Document before offering rates as per price schedule.
 - (iii) All pages of the Bid should be page numbered and properly indexed.
 - (iv) The authorized signatory of the bidder must sign the bid and duly stamp the same with seal of the Company/Organization at appropriate places and initial all the remaining pages of the bid.
 - (v) A Bidder, who did 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.
 - (vi) Conditional bids shall be summarily rejected.
 - (vii) All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/ RTGS System. Bidders are required to fill and attach the NEFT Mandate Form attached as per Section-IV (E) along with their offers, if not already executed in SAI. Notification of Award will not be issued without NEFT Mandate Form

Note: All documents should be submitted in PDF format.

13. Bid Prices

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

14. Firm Price

- (i) The prices quoted by the Bidder shall remain firm and fixed during the currency of the contract and not subject to variation of any account.
- (ii) Any other tax(s) (except GST), if applicable in respect of this contract shall be payable by the bidder and SAI will not entertain any claim whatsoever in respect of the same. However, in respect of GST, if payable, same shall be paid by the bidder to the concerned department on demand and it will be reimbursed to him by the SAI after satisfying that it has been actually and genuinely paid by the bidder.

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

15. Alternative Bids are not allowed.

16. Documents establishing bidder's eligibility and qualifications

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

17. Bid Security/Earnest Money Deposit (EMD)

- (i) The bidder shall furnish Bid Security for an amount as shown in the Clause 1 of Section I- IFB. The Bid Security is required to protect the SAI against the risk of the bidder's unwarranted conduct as explained under sub-clause 17 (vii) below. Non submission of Bid Security will be considered as major deviation and bid will not be considered.
- (ii) In case, as per notification of Government of India, the bidder falls in the category of exemption of Bid Security, it should furnish the relevant notification along with required documents like valid Registration Certificate etc. and other documents ensuring that such certification is still valid and subsisting.
- (iii) The Bid Security shall be furnished in one of the following forms:
 - a) Account Payee Demand Draft
 - b) Fixed Deposit Receipt
 - c) Banker's cheque/Pay order
 - d) Bank Guarantee from any of the commercial banks (as per the format at **Section IV-C)**
- (iv) The Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee shall be drawn on any Commercial Bank in India, in favour of "The Assistant Director, Sports Authority of India, NCOE –LNCPE, Thiruvananthapuram", payable at Thiruvananthapuram. In case of Bank Guarantee, the same is to be obtained from any

commercial bank in India as per the format specified under **Section IV (C)** of the Bid Document.

- (v) The Bid Security shall be valid for 90 (Ninety) days from the date of opening of the Technical Bid.
- (vi) Unsuccessful Bidders' Bid security will be returned to them without any interest, after expiry of the bid validity period, but not later than forty-five days after conclusion of the resultant contract. Successful Bidder's Earnest Money will be returned without any interest, after receipt of performance security from that Bidder.
- (vii) Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of validity of its bid without prejudice to other rights of the SAI. Further, if successful bidder fails to furnish the required Performance Security and sign the contract / agreement within the period as specified by SAI in the Letter of Award (LoA), its Bid Security/EMD will be forfeited.

18. Bid Validity

- (i) The bid shall remain valid for acceptance for a period of 90 (Ninety) days after the date of bid opening, prescribed in the bid document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.
- (ii) In exceptional circumstances, SAI may request the bidders' consent to extend the validity of their bids up to a specified period. The bidders, who agree to extend the bid validity period are to extend the same in writing. However, they will not be permitted to modify their original bids during the extended bid validity period.
- (iii) In case, the day up to which the bids are to remain valid falls on a holiday or on a day declared as holiday or closed day for the SAI, the bid validity shall automatically be extended up to the next working day.

19. Signing of Bids

- (i) The bidders shall submit their bids as per the instruction contained in ITB.
- (ii) The tender shall be written in legible & indelible ink and the same shall be signed by the bidder or by a person (s) who has been duly authorized to bind the bidder to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the bid.
- (iii) The tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, of any shall be initialed by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialed by the person(s) signing the tender.

E. SUBMISSION OF BIDS

20. Submission of Bids

- (i) Bids should be submitted on line as per the instructions given for online submission under Section II (B).
- (ii) Bids must be received by the SAI not later than the date and time prescribed in the bid document.
- (iii) SAI, at his discretion, may extend the deadline for submission of bids by amending the bid document in accordance with clause 8 of ITB. In that case, all rights and obligations of the SAI and the bidders would automatically stand extended.
- (iv)Submission of more than one bid by the same bidder shall entail him for disqualification from participating in the bid process.

F. BID OPENING

21. Opening of Bids

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

G. SCRUTINY AND EVALUATION OF BIDS

22. 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.

23. Scrutiny of Tenders

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

24. Minor infirmity/irregularity/Non-conformity

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

25. Discrepancies in Prices

- a) 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 SAI feels that the bidder has made a mistake in placing the decimal point in the unitprice, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- b) 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
- c) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- d) If, as per the judgment of the SAI, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by registered/speed post. If the bidder does not agree to the observation of the SAI, the tender is liable to be ignored.

26. Qualification Criteria

Bids of the Bidders, who do not meet the required Qualification Criteria prescribed in Clause 11 of Section II A read with Section III (A), will be treated as non - responsive and will not be considered further.

27. Comparison of Bids and Award Criteria.

- (i) The Contract shall be awarded to the responsive Bidder(s) who is/are Group wise lowest in that particular Group and who meets the laid down Qualification Criteria in the Bid documents. This means that award criteria will be based on the least rates, which would be total payout including all taxes, duties and levies.
- (ii) The SAI reserves the right to give the price preference/ Award preference as per the instruction in vogue while evaluating, comparing and ranking the responsive Bids. The Bidders claiming the same should enclose the concerned Notification of Govt. of India along with other relevant documents so as to establish their claim for such preferences.

28. Contacting the SAI

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

H. AWARD OF CONTRACT

29. SAI's Right to accept any Bid and to reject any or all tenders

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

30. Notification of Award

- (i) The bidder whose bid has been accepted will be notified of the award by the SAI prior to the expiry of the bid validity period.
- (ii) Before expiry of the bid validity period, the SAI will notify the successful bidder in writing, by registered / speed post or by fax/ email that its bid for items, which have been selected by the SAI, also briefly indicating there-in, that the essential details like description and prices have been accepted. The successful bidder must furnish to the SAI the required Performance Security within 15 (Fifteen) days from the date of dispatch of this notification, failing which the Bid Security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided under GCC Clause 10under Section VI.
- (iii) 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.
- (iv) Notification of Award shall constitute the conclusion of the Contract.

31. Issue of Contract

- (i) Promptly after notification of award, the SAI will mail the Contract Agreement as per Section VII (A), duly completed and signed, in duplicate, to the successful bidder by registered / speed post.
- (ii) The successful bidder shall return the original copy of the contract, duly signed and dated, to the SAI by registered/ speed post within **15(Fifteen)** days from the date of issue of the contract.
- (iii) The SAI reserve the right to issue the Notification of Award consignee wise.

32. Variation of quantities at the time of award

During execution of the contract, the SAI reserves the right to increase or decrease, the quantity of items mentioned in the "Price Schedule/Scope of Work" 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.

33. Annulment of Award

Failure of the successful bidder to comply with the requirement of signing an agreement with the SAI and furnishing Performance Security as per clause 10 of Section VI shall constitute sufficient ground for annulment of the award and forfeiture of bid security.

34. Termination of Contract

The SAI reserves the right to terminate the contract without assigning any reason. Before termination of contract, SAI will notify the service bidder giving a notice of 30 days.

35. Disqualification

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

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

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

37. Corrupt or Fraudulent Practices

It is required by all concerned namely the Authority/Bidders/Service providers etc to observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the SAI: -

- (a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the Contract in question;
- (b) will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a Contract by the SAI if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or gross / deliberate negligence in executing the Contract.
- (c) The SAI reserve the right not to conclude Contract and in case Contract has been issued, terminate the same, if found to be obtained by any misrepresentation, concealment and suppression of material facts by the Bidder. In addition, Bid Security / Performance Security (as the case may be) deposited by the Bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment & suppression of material facts shall be initiated.

38. 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 SAI's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process if;

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

SECTION – II (B) INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

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

2. REGISTRATION

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

3. SEARCHING FOR TENDER DOCUMENTS

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

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

4. PREPARATION OF BIDS

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

5. SUBMISSION OF BIDS

- (i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (ii) The bidder has to digitally sign and upload the required bid documents one by one as indicate in the tender document.
- (iii) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- (iv) Bidder should prepare the EMD as per the instruction specified in the tender document. The original should be posted/couriered/given in person to the concerned official latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (v) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission on the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- (vi) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be

viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bidopeners public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- (vii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (viii) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.
- (ix) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

6. ASSISTANCE TO BIDDERS

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

SECTION - III

(A) QUALIFICATION CRITERIA

S.No.	Criteria	Documentary Evidence Required			
1.	The bidder must be a company/firm/sole proprietor registered in India for the last five years as on the bid submission date.	Enclose copy of certificate of incorporation/registration issued by relevant authority in India			
2.	Bidder must have annual average turnover of Rs.53 Lakhs in last three financial years viz. 2020 - 21, 2021 -22 & 2022-2023	Statutory Auditor's Certificate that provides the information explicitly as per the Criteria. Statutory Auditor's Certificate is mandatory. Providing Balance Sheet or Financial Statements is not Sufficient for this requirement.			
3.	The bidder must have three years' experience for supply of mess items including dietary articles etc. to school/ colleges/education institution/sports hostel/government departments/autonomous bodies /PSUs /reputed private organizations.	The requisite order (s)/contracts/satisfactory completion certificates issued by relevant authority not less than the rank of Section Officer.			
4.	The bidder should have a valid GST No. or should have registered under GST.	Enclose copy of GST registration Certificate			

SECTION - III

(B) PERFORMANCE STATEMENT

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

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

Signature and seal of the Bidder

Note:

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

SECTION - III

(C) EVALUATION CRITERIA

- 1. Authority reserves the right to accept or reject any of all bids without assigning any reasons.
- 2. Authority also reserves the right to reject any bid (including the lowest one) which in its opinion is not responsive or violating any of the conditions/specifications or which is found to be adopting unethical business practices; without bearing any liability or any loss whatsoever it may cause to the bidder in the process.
- 3. Technical bids will be evaluated as per qualification criteria given in Section III read with pre-qualification stipulated in Clause 11 of Section II (ITB) of the tender documents.
- 4. Technical bids of only those bidders who have submitted Bid Security as per terms of NIT will be opened.
- 5. The Contract shall be awarded to the responsive Bidder(s) who is/are Group wise lowest in that particular Group and who meets the laid down Qualification Criteria in the Bid documents. In case, the two or more firms offer the same rates, successful bidders will be the one whose turnover is higher than the other competitor(s).

If in a group a bidder comes L1 in most of the items but does not come L1 in few items then that group be awarded to the bidder who comes L1 in most of the items.

SECTION – IV (A) BID SUBMISSION FORM

	Date
To,	
The Assistant Director	
Sports Authority of India,	
NCOE, Kariavattom (PO),	
Thiruvananthapuram, Kerala –695581	
V61919 —032291	
Ref: Your Bidding Document Nodated	
We, the undersigned have examined the above mentioned Bidding amendment/corrigendum No, dated(if any), the re	
hereby confirmed. We now offer to supply of dietary articles Vegetables at 0	Campers Hostel of SAI,
NCOE – LNCPE, Kariyavattom, Trivandrum – 695 581 in conformity with	•
document for the rate as quoted in the price schedule(s), attached herewith	and made part of this
Bid.	
2 We further confirm that if our Did is accomted we shall provide we	ith a Darfarmana
2. We further confirm that, if our Bid is accepted, we shall provide yo Security of required amount in an acceptable form in terms of GCC Clause 10,	
performance of the Contract.	, in section who due
F	
3. We agree to keep our Bid valid for acceptance for 90 (Ninety) days	
4. We agree to all terms & conditions of General Conditions of Contrac	ct as per Section VII.
5. We further understand that you are not bound to accept the lowest	t or any Bid you may
receive against your above-referred Bid Reference.	
C We confirm that we are considered to Contract and we do not store	
6. We confirm that we are competent to Contract and we do not stand deregistered/banned/blacklisted by any Govt. Authorities.	1
deregistered, buttled, blacklisted by any dovt. Authorities.	
7. We confirm that we fully agree to the terms and conditions specifie	ed 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	

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[Name & address of the firm]

SECTION – IV (B) Form for Power of Attorney/Board Resolution

Know all men by these presents,	we,the board vide
board resolution dated. (Name	e of the firm and address of the registered office) do hereby
and presently residing at_	oint and authorize Mr./Ms. (Name),son/daughter/wife of, who is [presently employed with
], as our true and lawful attorney
and things as are necessary or required the (Name of Mandate) including but no and other documents and writings, pa information/responses to Sports Auth representing us in all matters before Pu Agreement and undertakings consequent	(") to do in our name and on our behalf, all such acts, deeds in connection with or incidental to submission of ourbid for ot limited to signing and submission of all applications, bids rticipate in bidder's and other conferences and providing nority of India(hereinafter referred to as "Purchaser"), rchaser, signing and execution of all contracts including the ent to acceptance of our bid, and generally dealing with ith or relating to or arising out of our bid for the said Tender it with Purchaser.
done or caused to be done by our said A by this Power of Attorney and that all a	nd confirm and do hereby all acts, deeds and things lawfully ttorney pursuant to and in exercise of the powers conferred acts, deeds and things done by our said Attorney in exercise ad shall always be deemed to have been done byus.
IN WITNESS WHEREOF WE	,THE ABOVE NAMED
	ER OF ATTORNEY ON THISDAY OF 20**
For	
(Signature)	
(Name, Title, and Address) Witnesses:	
1. 2.	
Accepted (Notarized) (Signature)	(Name, Title and Address of the Attorney)

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

To,
The Assistant Director
Sports Authority of India,
NCOE, Kariavattom (PO),
Thiruvananthapuram,
Kerala –695581

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

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

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

Beneficiary: Sports Authority of India, NCOE – LNCPE, Kariyavattom, Trivandrum – 695 581.

PERFORMANCE GUARANTEE No.: [insert Performance guarantee number]

We have been informed that [insert complete name of Service provider] (hereinafter called "the Suppler") has entered into Contract No. (Insert number) dated (insert day and month), (insert year) with you, for providing of Horticulture Services (hereinafter called "the Contract").

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

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

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

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

[Signature of authorized representatives of the Bank and the Supplier]

	PRICE SCHEDULE FORM						
2111		Vegetables	Units				
SI.No	Name of Item	Specification		No.of Qty	Rate		
1	Amara(cluster Bean)	Should be young and green in colour/Should be without bidg seed formation	Kg	1000			
2	Beans	Should be young and green in colour/Should be without seed formation/Should break apart when snapped with thumb and first finger.	Kg	1000			
3	Big Chilly	Should be Bright green in colour./ Should have minimum amount of seeds./ Should be at least 5 inch to 6 inch in length/Should be Firm and crisp to touch.	Kg	200			
4	Beetroot	Should be deep red in colour/Should be firm and hard to touch without cracks/Should be round in shape/ Leaves and stems should not be attached/ Should weigh approx.6-8 per kg.	Kg	1000			
5	Brinjal(Long)	Should be bright green colour/Should be firm to touch without any visible cracks/Or broken skin/Should not have any worm holes/Should weigh approx.20-24 per kg.	Kg	250			
6	Brinjal(Round)	Should be deep purple colour/Should be firm to touch without any visible cracks/Or broken skin/Should not have any worm holes/Should weigh approx.20-24 per kg.	Kg	250			
7	Bitter Gurad	Bright green colour, thorny surface/Minimum of seed formation/Firm resilient to pressure/Should weigh 10-12 per kg.	Kg	500			
8	Banana leaf		NOS	1000			
9	Chow Chow	Should be light green in colour/Should not have cracks on the skin/Should weigh 7-8 Nos. per kg/Should be firm to touch	Kg	750			
10	Coriander Leaves	Should be fresh and crisp/Should be young and without flower formation or yellow colour/Should be light green /Stems should be thin and crisp/Trimmed off roots and without mud	Kg	700			
11	Capsicum	Should be deep green in colour/ Should be firm and velvety to touch/ Should be without any cracks or broken skin/ Should be even shape from all sides/ Should weigh: A Grade 8-12 Nos. per kg.	Kg	200			
12	Coconut Big (In No)	90 count size	Kg	8500			
13	Cabbage	Should be crisp to touch/ The formation of leaves should be even not loose/ Colour should be off white to light green/ Should weigh: Off season: 500gms. And above/ In season: 1 kg and above	Kg	700			

14	Carrot	Should be bright orange in colour/Should be firm and crisp to touch without any cracks/Should be clean and evenly shaped /Should weigh: Grade A: 16-18 per Kg.	Kg	1000	
15	Cauli Flower	Should have sandy white colour/ Should have fresh and firm flowerets/ Stems should be cut to the level of the first layer of leaves/ Flowerets to have only one layer of leaf attached for protection And to maintain freshness/ Should be worm free Should weigh: In season: 850gms. And above Off season: 350gms. And above	Kg	500	
16	Curry Cucumber	Should be in Green Yellow colour./ Should be firm to touch.	Kg	900	
17	Curry Leaves	Should be fresh/ should not have yellow and dried leaves.	Kg	300	
18	Drum Stick	Should be deep green colour Should be young with even seed formation and slim Should weigh 30 Nos. per kg.	Kg	250	
19	Ginger	Should be crisp Should be thick and juicy Should have light muddy colour but without mud Should not have many branches.	Kg	900	
20	Green Chilly	Should be deep green in colour with white soft seeds Should be at least 2 ½ inch to 3 inch in length Should be firm and crisp to touch Should be pungent	Kg	600	
21	Green Mango	Should be deep green in colour Should be firm to touch Should not be half rippened.	Kg	100	
22	Green Banana	Should be deep green and hard to touch Minimum length should be 6" center Diameter should be around 1 ½ inch.	Kg	250	
23	Kovakai	Must be bottle green and yellow colour Should have firm hard surface When split should have bright white pulp and soft small seeds	Kg	1000	
24	Ladies Finger	Should be deep green Should have fresh appearance Should be at least 3-4" long Seed formation should be even The tail end should break apart when snapped with thumb And first finger.	Kg	750	
25	Lemon	Should be lemony in colour Should be firm and have a soft surface Should be free from spots Should be juicy Should weigh: A Grade: 20-24 per kg.	Kg	1200	

26	Long Beans	Should be young and green in colour Should be without big seed formation Should break apart when snapped with thumb and first finger	Kg	1500	
27	Mint	Should be bottle green Should be fresh and crisp without any holes Should have large leaves		100	
28	Nelikay	Should be light green in color/ Should be fresh &without any mark and spots/ Should wiegh 20-25 nos. per kg.	Kg	500	
29	Onion Savola	Should be white or light purple in colour Should be juicy and without sprout or dry center The dry leaf should be taken out before being received Should weigh: A Grade: 6-8 Nos. per kg.		15000	
30	Potato	Should be white or sandy yellow in colour Should have thin skin When pricked with finger nail should not ooze out fluid but white substance which is starch Should not have eyes open out, as in the rainy season Should not be watery, but rather fluey Should weigh: A Grade: 4-6 Nos. per kg.	Kg	1000	
31	Pumpkin	Bright orange outer surface, ripe orange colour inside Skin should be smooth and free of injury or cracks Should weigh: minimum 2 ½ kg per piece	Kg	500	
32	Palak leaf	Should be fresh and deep bottle green in colour Leaves should be of medium size and oval in shape without holes. Stem should be thin and light green in colour	Kg	250	
33	Pal Chemb	Should be light brown Should be firm to touch and without cracks and must be Free from mud and earthworms	Kg	550	
34	Ramba Leaf	Should be dark green in color/ should look fresh and crisp	Kg	100	
35	Radish	Should be white in colour and free from mud Should be firm and without any cracks Inner core should not have net formation Should be around 1 ½ inch thick maximum 2 inch Should be without leaves.	Kg	500	
36	Salad Cucumber	Should be green in color Should be young and firm to touch Should crack when broken Seed formation should be even, to the sides and very tender Should weigh: Grade A: 5-8 per kg	Kg	3000	

37	Snake Guard	Should be light green in colour Should be firm to touch Should be minimum 1 ½ ft. in length Should not have seed formation Should be round and even in shape.	Kg	250	
38	Spinach(CHEERA)	Should be fresh and deep red in colour Leaves should be of medium size and oval in shape without holes. Stem should be thin and red in colour	Kg	750	
39	Small Onion	Should be white or light purple in colour Should be juicy and without sprout or dry center	Kg	300	
40	Spring Onion	The stem should be off white in colour Leaves should be deep green Medium size bulb and white in colour Minimum thickness should be 02-03 inch Should be firm to touch Should weigh 20 stems per kg. approx.	Kg	100	
41	Celery	Should be fresh/ leaves and stem should be in green colour/ stem should be crisp and tender.	Kg	50	
42	American sweet corn whole	Should be fresh and tender/ Outer leaves should be Light green in colour/ Corn karnels should be in yellow colour and fresh/ should be minimum 6-8 inch in size	NOS	5000	
43	American corn peeled/ KERNELS	Should be bright yellow in color/ should look fresh and juicy/ shoul not have dried karnels and spoiled karnels and bits of stem, leaves or fiber.	KG	300	
44	Basil leaves	Should be fresh and crisp Should be young and without flower formation or yellow colour Should be light green Stems should be thin and crisp	Kg	10	
45	Eggplant	Should be deep purple colour Should be firm to touch without any visible cracks Or broken skin Should not have any worm holes Should weigh 3-4 pieces. Per kg.	Kg	500	
46	Broccoli	Should have dark green color/ Should have fresh and firm flowerets/ Stems should be cut to the level of the first layer of leaves/ Flowerets to have only one layer of leaf attached for protection And to maintain freshness/ Should be worm free Should weigh: 850gms. And above	Kg	700	
47	Baby corn	Should be light yellow in colour/ should not have any brown spot or cut/ should look fresh.	Kg	500	
48	Bajji chilli	Should be Bright green in colour. Should have minimum amount of seeds. Should be at least 5 inch to 6 inch in length, Should be Firm and crisp to touch.	Kg	500	
49	yellow bell pepper	Should be deep yellow in colour/ Should be firm and velvety to touch/ Should be without any cracks or broken skin/ Should be even shape from all sides/ Should weigh: A Grade 8-12 Nos. per kg.	Kg	250	

50	Red Bell	Should be deep red in colour/ Should be firm	Kg	250	
	Pepper	and velvety to touch/ Should be without any cracks or broken skin/ Should be even shape from all sides/ Should weigh: A Grade 8-12 Nos. per kg.			
51	Should be crisp to touch/ The formation of leaves should be even not loose/ Colour should be purple / Should weigh: Off season: 500gms. And above/ In season: 1 kg and above		Kg	50	
52	Cherry tomato			50	
53	Dill leaves	Should be fresh and crisp/Should be young and without yellow colour/Should be light green /Stems should be thin and crisp/Trimmed off roots and without mud	Kg	25	
54	Garlic peeled	The cloves should be thick and juicy/ Should not smell bad/ should have white colour pods	Kg	400	
55	Green Peas	Should be bright green in colour/ Should not have any spot and should look fresh/ Should have Fresh kernels inside which is tender and sweet in flavour.	Kg	500	
56	Green zucchini	Should be green in color Should be young and firm to touch Should crack when broken Seed formation should be even, to the sides and very tender Should weigh: Grade A: 5-8 per kg	Kg	500	
57	Kaffir Lime Leaf	Should be fresh/ should not have yellow and dried leaves./ should have strong lemony fragrance.	Kg	3	
58	Leeks	Should be fresh/ should not have yellow and dried leaves.	Kg	25	
59	Lemon Grass	Should be fresh/ should not have yellow and dried leaves./ should have strong fragrance.	Kg	10	
60	Lettuce green	Should be crisp to touch/ The formation of leaves should be even not loose/ Colour should green/ Should not have wilted or spotted leaves/Should weigh 200 gm -300 gms per unit.	Kg	200	
61	Lettuce iceberg	Should be crisp to touch/ The formation of leaves should be even not loose/ Colour should be off white to light green/Should not have wilted or spotted leaves/ Should weigh 400 gm -500 gms per unit.	Kg	200	
62	Lettuce red	Should be crisp to touch/ The formation of leaves should be even not loose/ Colour should be red to purple/Should not have wilted or spotted leaves/ Should weigh 200 gm -300 gms per unit.	Kg	200	
63	Lettuce rocket	Should be crisp to touch/ Should not have wilted or spotted leaves// Colour should be bottle green	Kg	200	

64	Lettuce romaine	Should be crisp to touch/ The formation of leaves should be even not loose/ Colour should light green to green/ Should not have wilted or spotted leaves/Should weigh 200 gm -300 gms per unit.	Kg	200	
65	Mushroom	should be white in clour/ should be free from and dust, sand or other forign particles/ should be in same size/ should not have any black spots.	Kg	200	
66	Parsley	Should be fresh and crisp/Should be young and without flower formation or yellow colour/Should be green in colour/Trimmed off roots and without mud		10	
67	Pok Choy	The formation of leaves should be even not loose/ Colour should green/ Should not have wilted or spotted leaves/Should weigh 200 gm -300 gms per unit.	Kg	200	
68	Rose mary	Should be fresh and crisp/Should be young and without dried leaves/Should be dark green in colour	Kg	10	
69	Raw Jack Fruit	Should be green in colour/ Should have less fiber/ should not have cuts and spots on the skin	Kg	200	
70	Sweet Potato	Outer skin should be purple red in colour Should not have any cracks Should be firm and hard to touch Should weigh: 8-10 Nos. per kg.	Kg	250	
71	Galangal	Should be crisp Should be thick and juicy Should have light muddy colour but without mud Should not have many branches.	Kg	10	
72	Thyme	Should be fresh and crisp/Should be young and without flower formation or yellow colour/Should be green in colour/Trimmed off roots and without mud	Kg	5	
73	Yellow zucchini	Should be yellow in color Should be young and firm to touch Should crack when broken Seed formation should be even, to the sides and very tender Should weigh: Grade A: 5-8 per kg	Kg	200	
74	Tapioca	Outer skin should be brown in colour Should not have any cracks Should be firm and hard to touch Should weigh: 8-10 Nos. per kg.	Kg	1500	
75	Tomato	Should be crimson red Should be round without any cracks or marks\ Should be firm to touch Should weigh around 8-10 Nos. per kg.	Kg	15000	
76	Yam	Should be dark brown Should be firm to touch and without cracks and must beFree from mud and earthworms Inside flesh should be sandy red Should weigh around 3-4kgs. per piece.	Kg	100	

Ī	77		Should be light green in colour	Kg	100	
		White	Should be firm and young without any cracks			
		pumpkin	Should have even elongated shape			

DATE: (SIGNATURE OF THE TENDERER WITH SEAL)

SECTION – IV (E) NEFT MANDATE FORM

From: M/s	Date:
To, The Assistant Director Sports Authority of India, NCOE, Kariavattom (PO), Thiruvananthapuram, Kerala –695581	
Sub: NEFT PAYMENTS	
We refer to the NEFT being set up by SAI. F scheme, our payments may be made through the a	or remittance of our payments using RBI's NEFT bove scheme to our under noted account.
NATIONAL ELECTRONIC FUNDS	TRANSFER MANDATAE FORM
Name of City	
Bank Code No.	
Bank 's name	
Branch Address	
Branch Telephone / Fax no.	
Bidder 's Account No.	
Type of Account	
IFSC code for NEFT	
IFSC code for RTGS	
Bidder's name as per Account	
Telephone no. of Bidder	
Bidder's E-mail ID	
	[Signature with date, name and designation]
Confirmed by Bank	

Enclosed a copy of Crossed Cheque

Page **35** of **46**

SECTION - IV

(F) Letter of Authorization for attending bid opening Meeting

Tender No			
Subject:	Authorization for attend	ling bid opening on	(date) in the tender of
		d to attend the bid opening for the ten- bidder) in order of preference given be	
Order of Prefere	ence	Name	Specimen
1.			
2.			
Alternative Rep	presentative		
Signature of bio	lder		
Or			
Officer authoriz	ed to sign the bid docun	nents on behalf of the bidder	

Note:

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

SECTION – IV (G) DISCLOSURE OF CONFLICT OF INTEREST

It is hereby disclosed that we have not any conflict of interest with others bidders in terms of conditions stipulated in clause No.38 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 (H) DISCLOSURE OF CODE OF INTTEGRITY

It is hereby disclosed that weof the codes as under: -	shall not act in contravention
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 intent to gain unfair advantage in the procurement process or for personal gain.
- e) Any financial or business transactions between the bidder4 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 (I)
AFFIDAVIT / UNDERTAKING

I/ We have read and understood the instructions and the terms and conditions

contained in the document. I/We accordingly accept all terms and conditions of the

tender enquiry document including the essential conditions specially incorporated in the

tender enquiry like terms of terms of payment, liquidated damages clause, warranty

clause, dispute resolution mechanism applicable law. I/ We confirm that we do not stand

deregistered/debarred/banned/blacklisted by any Govt. Authorities. I/ We do hereby

declare that the information furnished/ uploaded is correct to the best of my/our

knowledge and belief. I/We hereby certify that the prices offered by us in this tender is

not higher than the prices we had offered to any other Govt. of India Organisation

(s)/PSU(s) during the last one year and shall provide the justification for reasonableness

of our offered price whenever asked during evaluation of our submitted bid. I/ We also

hereby certify that if at any time, information furnished by us is proved to be false or

incorrect; I/ We are liable for any action as deemed fit by the purchaser in addition to

forfeiture of the earnest money.

Date: (Signature of Bidder)

NAME & ADDRESS OF BIDDER

NOTE: To be submitted on non-judicial stamp paper

of Rs. 10/- duly certified by Public Notary

PART-2 WORK REQUIREMENTS

SECTION - V

SCOPE OF WORK

- 1. To provide fresh & hygienic Vegetables as per 'Schedule of Requirement' at SAI, NCOE LNCPE, Kariyavattom, Trivandrum.
- 2. To arrange for supply of fresh & hygienic Vegetables as required at the site by the contractor at his own cost.
 - 2.1 In the case of failure to supply, short supply or substandard supply 'risk purchase' will be made by the organization out of the Security Deposit of the said Contractor (this includes the difference tender rate and risk purchase plus incidental charges).

SCHEDULE OF REQUIREMENT.				
SI.No	Name of Item	Vegetables	l linita	No of
SI.NO	Name of Item	Specification	Units	No.of Qty
1	1 Amara(cluster Bean) Should be young and green in colour/Should be without bidg seed formation		Kg	1000
2	Beans	Should be young and green in colour/Should be without seed formation/Should break apart when snapped with thumb and first finger.	Kg	1000
3	Big Chilly	Should be Bright green in colour./ Should have minimum amount of seeds./ Should be at least 5 inch to 6 inch in length/Should be Firm and crisp to touch.	Kg	200
4	Beetroot	Should be deep red in colour/Should be firm and hard to touch without cracks/Should be round in shape/ Leaves and stems should not be attached/ Should weigh approx.6-8 per kg.	Kg	1000
5	Brinjal(Long)	Should be bright green colour/Should be firm to touch without any visible cracks/Or broken skin/Should not have any worm holes/Should weigh approx.20-24 per kg.	Kg	250
6	Brinjal(Round)	Should be deep purple colour/Should be firm to touch without any visible cracks/Or broken skin/Should not have any worm holes/Should weigh approx.20-24 per kg.	Kg	250
7	Bitter Gurad	Bright green colour, thorny surface/Minimum of seed formation/Firm resilient to pressure/Should weigh 10-12 per kg.	Kg	500
8	Banana leaf		NOS	1000
9	Chow Chow	Should be light green in colour/Should not have cracks on the skin/Should weigh 7-8 Nos. per kg/Should be firm to touch	Kg	750
10	Coriander Leaves	Should be fresh and crisp/Should be young and without flower formation or yellow colour/Should be light green /Stems should be thin and crisp/Trimmed off roots and without mud	Kg	700
11	Capsicum	Should be deep green in colour/ Should be firm and velvety to touch/ Should be without any cracks or broken skin/ Should be even shape from all sides/ Should weigh: A Grade 8-12 Nos. per kg.	Kg	200
12	Coconut Big (In No)	90 count size	Kg	8500
13	Cabbage	Should be crisp to touch/ The formation of leaves should be even not loose/ Colour should be off white to light green/ Should weigh: Off season: 500gms. And above/ In season: 1 kg and above	Kg	700
14	Carrot	Should be bright orange in colour/Should be firm and crisp to touch without any cracks/Should be clean and evenly shaped /Should weigh: Grade A: 16-18 per Kg.	Kg	1000

15	Should have sandy white colour/ Should have fresh and firm flowerets/ Stems should be cut to the level of the first layer of leaves/ Flowerets to have only one layer of leaf attached for protection And to maintain freshness/ Should be worm free Should weigh: In season: 850gms. And above Off season: 350gms. And above		Kg	500
16	Curry		Kg	900
47	Cucumber	Should be in Green Yellow colour./ Should be firm to touch.	1/-	200
17 18	Curry Leaves Drum Stick	Should be fresh/ should not have yellow and dried leaves.	Kg	300 250
18	Drum Suck	Should be deep green colour Should be young with even seed formation and slim Should weigh 30 Nos. per kg.	Kg	250
19	Ginger	Should be crisp Should be thick and juicy Should have light muddy colour but without mud Should not have many branches.	Kg	900
20	Green Chilly	Should be deep green in colour with white soft seeds Should be at least 2 ½ inch to 3 inch in length Should be firm and crisp to touch Should be pungent	Kg	600
21	Green Mango	Should be deep green in colour Should be firm to touch Should not be half rippened.	Kg	100
22	Green Banana	Should be deep green and hard to touch Minimum length should be 6" center Diameter should be around 1 ½ inch	Kg	250
23	Kovakai	Must be bottle green and yellow colour Should have firm hard surface When split should have bright white pulp and soft small seeds	Kg	1000
24	Ladies Finger	Should be deep green Should have fresh appearance Should be at least 3-4" long Seed formation should be even The tail end should break apart when snapped with thumb And first finger.	Kg	750
25	Lemon	Should be lemony in colour Should be firm and have a soft surface Should be free from spots Should be juicy Should weigh: A Grade: 20-24 per kg.	Kg	1200
26	Long Beans	Should be young and green in colour Should be without big seed formation Should break apart when snapped with thumb and first finger	Kg	1500
27	Mint	Should be bottle green Should be fresh and crisp without any holes Should have large leaves	Kg	100
28			Kg	500
29	Onion Savola	Should be white or light purple in colour Should be juicy and without sprout or dry center The dry leaf should be taken out before being received Should weigh: A Grade: 6-8 Nos. per kg.	Kg	15000

30	Should be white or sandy yellow in colour Should have thin skin When pricked with finger nail should not ooze out fluid but white substance which is starch Should not have eyes open out, as in the rainy season Should not be watery, but rather fluey Should weigh: A Grade: 4-6 Nos. per kg.		Kg	1000
31	Bright orange outer surface, ripe orange colour inside Skin should be smooth and free of injury or cracks Should weigh: minimum 2 ½ kg per piece		Kg	500
32	32 Palak leaf Should be fresh and deep bottle green in colour Leaves should be of medium size and oval in shape without holes.Stem should be thin and light green in colour		Kg	250
33	Pal Chemb	Should be light brown Should be firm to touch and without cracks and must be Free from mud and earthworms	Kg	550
34	Ramba Leaf	Should be dark green in color/ should look fresh and crisp	Kg	100
35	35 Radish Should be white in colour and free from mud Should be firm and without any cracks Inner core should not have net formation Should be around 1 ½ inch thick maximum 2 inch Should be without leaves.		Kg	500
36	Should be green in color Cucumber Should be young and firm to touch Should crack when broken Seed formation should be even, to the sides and very tender Should weigh: Grade A: 5-8 per kg		Kg	3000
37	Snake Guard	Should be light green in colour Should be firm to touch Should be minimum 1 ½ ft. in length Should not have seed formation Should be round and even in shape.	Kg	250
38	Spinach(CHEERA)	Should be fresh and deep red in colour Leaves should be of medium size and oval in shape without holes.Stem should be thin and red in colour	Kg	750
39	Small Onion	Should be white or light purple in colour Should be juicy and without sprout or dry center	Kg	300
40			Kg	100
41	Celery	Should be fresh/ leaves and stem should be in green colour/ stem should be crisp and tender.	Kg	50
42			NOS	5000
43	American corn peeled/ KERNELS	Should be bright yellow in color/ should look fresh and juicy/ shoul not have dried karnels and spoiled karnels and bits of stem, leaves or fiber.	KG	300

44	Basil leaves Should be fresh and crisp Should be young and without flower formation or yellow colour Should be light green Stems should be thin and crisp		Kg	10
45	45 Eggplant Should be deep purple colour Should be firm to touch without any visible cracks Or broken skin Should not have any worm holes Should weigh 3-4 pieces. Per kg.		Kg	500
46	Should have dark green color/ Should have fresh and firm flowerets/ Stems should be cut to the level of the first layer of leaves/ Flowerets to have only one layer of leaf attached for protection And to maintain freshness/ Should be worm free Should weigh: 850gms. And above		Kg	700
47	Baby corn	Should be light yellow in colour/ should not have any brown spot or cut/ should look fresh.	Kg	500
48	Bajji chilli	Should be Bright green in colour. Should have minimum amount of seeds. Should be at least 5 inch to 6 inch in length, Should be Firm and crisp to touch.	Kg	500
49	yellow bell pepper	Should be deep yellow in colour/ Should be firm and velvety to touch/ Should be without any cracks or broken skin/ Should be even shape from all sides/ Should weigh: A Grade 8-12 Nos. per kg.	Kg	250
50	Red Bell Pepper	Should be deep red in colour/ Should be firm and velvety to touch/ Should be without any cracks or broken skin/ Should be even shape from all sides/ Should weigh: A Grade 8-12 Nos. per kg.	Kg	250
51	Cabbage red	Should be crisp to touch/ The formation of leaves should be even not loose/ Colour should be purple / Should weigh: Off season: 500gms. And above/ In season: 1 kg and above	Kg	50
52	Cherry tomato	Should be crimson red Should be round without any cracks or marks\ Should be firm to touch/ should weigh aprroximately 50-55 nos. per kg	Kg	50
53	Dill leaves	Should be fresh and crisp/Should be young and without yellow colour/Should be light green /Stems should be thin and crisp/Trimmed off roots and without mud	Kg	25
54	Garlic peeled	The cloves should be thick and juicy/ Should not smell bad/ should have white colour pods	Kg	400
55	Green Peas	Should be bright green in colour/ Should not have any spot and should look fresh/ Should have Fresh kernels inside which is tender and sweet in flavour.	Kg	500
56	Green zucchini	Should be green in color Should be young and firm to touch Should crack when broken Seed formation should be even, to the sides and very tender Should weigh: Grade A: 5-8 per kg	Kg	500
57	Kaffir Lime Leaf	Should be fresh/ should not have yellow and dried leaves./ should have strong lemony fragrance.	Kg	3
58	Leeks	Should be fresh/ should not have yellow and dried leaves.	Kg	25
59	Lemon Grass	Should be fresh/ should not have yellow and dried leaves./ should have strong fragrance.	Kg	10

60	loose/ Colour should green/ Should not have wilted or spotted leaves/Should weigh 200 gm -300 gms per unit.		Kg	200
61	Lettuce iceberg	Should be crisp to touch/ The formation of leaves should be even not loose/ Colour should be off white to light green/Should not have wilted or spotted leaves/ Should weigh 400 gm -500 gms per unit.	Kg	200
62	Lettuce red	Should be crisp to touch/ The formation of leaves should be even not loose/ Colour should be red to purple/Should not have wilted or spotted leaves/ Should weigh 200 gm -300 gms per unit.	Kg	200
63	Lettuce rocket	Should be crisp to touch/ Should not have wilted or spotted leaves// Colour should be bottle green	Kg	200
64	Lettuce romaine	Should be crisp to touch/ The formation of leaves should be even not loose/ Colour should light green to green/ Should not have wilted or spotted leaves/Should weigh 200 gm -300 gms per unit.	Kg	200
65	Mushroom	should be white in clour/ should be free from and dust, sand or other forign particles/ should be in same size/ should not have any black spots.	Kg	200
66	Parsley	Should be fresh and crisp/Should be young and without flower formation or yellow colour/Should be green in colour/Trimmed off roots and without mud	Kg	10
67	Pok Choy	The formation of leaves should be even not loose/ Colour should green/ Should not have wilted or spotted leaves/Should weigh 200 gm -300 gms per unit.	Kg	200
68	Rose mary	Should be fresh and crisp/Should be young and without dried leaves/Should be dark green in colour	Kg	10
69	Raw Jack Fruit	Should be green in colour/ Should have less fiber/ should not have cuts and spots on the skin	Kg	200
70	Sweet Potato	Outer skin should be purple red in colour Should not have any cracks Should be firm and hard to touch Should weigh: 8-10 Nos. per kg.	Kg	250
71	Galangal	Should be crisp Should be thick and juicy Should have light muddy colour but without mud Should not have many branches.	Kg	10
72	Thyme	Should be fresh and crisp/Should be young and without flower formation or yellow colour/Should be green in colour/Trimmed off roots and without mud	Kg	5
73	Yellow zucchini	Should be yellow in color Should be young and firm to touch Should crack when broken Seed formation should be even, to the sides and very tender Should weigh: Grade A: 5-8 per kg	Kg	200
74	Tapioca	Outer skin should be brown in colour Should not have any cracks Should be firm and hard to touch Should weigh: 8-10 Nos. per kg.	Kg	1500
75	Tomato	Should be crimson red Should be round without any cracks or marks\ Should be firm to touch Should weigh around 8-10 Nos. per kg.	Kg	15000

76	Yam	Should be dark brown Should be firm to touch and without cracks and must beFree from mud and earthworms Inside flesh should be sandy red Should weigh around 3-4kgs. per piece.	Kg	100
77		Should be light green in colour	Kg	100
	White	Should be firm and young without any cracks		
	pumpkin	Should have even elongated shape		

DATE: (SIGNATURE OF THE TENDERER WITH SEAL)

PART - 3
CONTRACT

SECTION - VI

GENERAL CONDITIONS OF CONTRACT (GCC)

- 1. The contract will be for a period of one year commencing from the date of signing the contract. However, the Agreement is terminable by giving one month's notice in writing by SAI to the contractor.
- 2. The bids must be accompanied with a Bank Draft/Pay Order issued by any Nationalized/ Scheduled Bank for Rs.53,000/- (Rupees Fifty Three Thousand only) drawn in favour of The Assistant Director, Sports authority of India, NCOE-LNCPE, Thiruvananthapuram payable at Thiruvananthapuram.
- 3. The Technical Bids shall be opened on CPP Portal at Sports Authority of India, CPE, Thiruvananthapuram 695581 by a duly constituted Committee in the presence of such Bidders or their authorized representatives who may desire to be present at the time of opening of bids.
- 4. It is the responsibility of Bidders to read all terms & conditions of this document carefully before filling the bid. Incomplete bid documents or bids not responsive enough to the terms and conditions are liable to be rejected.
- 5. The Financial Bids shall be opened at Sports Authority of India, and shall be evaluated on the basis of acceptance of rate as per 'Price Schedule Form' attaches with Financial Bid. Any Negotiation with bidders is strictly prohibited.
- 6. The bid shall contain no erase or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be authenticated by the person or persons signing the bid.
- 7. If even after award of contract, information/facts submitted by the bidders are found misleading/incorrect/false etc., the Director, Sports Authority of India, NCOE LNCPE, Kariyavaattom, Trivandrum 695 581 reserves the right to terminate the contract.
- 8. The successful bidder is due to furnish interest free Security Deposit @ 3% of estimated contract value in the form of Account Payee Demand Draft from a Commercial Bank drawn in favour of "The Assistant Director, Sports authority of India, NCOE-LNCPE, Thiruvananthapuram" payable at Thiruvananthapuram/Fixed Deposit Receipt/Bank Guarantee. This has to be given within 15(fifteen) days from award of supply of dietary articles' contract. The Security Deposit will cover entire period of the contract and will be released after 3 month from the date of conclusion of contract.
- 9. The Earnest Money Deposit will be refunded to unsuccessful bidders within one month of the date of approval of the successful bidder without any interest.
- 10. However, the Earnest Money of the successful bidders will be liable to be forfeited, if he/she does not fulfill any of the following condition:

- (a) The successful bidder shall have to deposit Security deposit within a period of 15 days of the receipt of the award letter. The security so deposited with Sports Authority of India, shall not carry any interest.
- (b) Execution of the agreement on **Rs.200/- (Rupees Two hundred only)** on non-judicial Paper within the stipulated period on receipt of award letter.
- (c) To undertake the work from the specified date mentioned in the award letter.
- 11. In case of any dispute between the successful bidder and its employee, Sports Authority of India, NCOE LNCPE, Kariyavattom, Trivandrum 695 581 will have no responsibility and shall not be responsible for any compensation in any form to such employment to any of such employees during the currency of and/or after the expiry of this agreement.
- 12. The successful bidder will have to provide fresh & hygienic vegetable, fruits to SAI Millennium Hostel/Regional Hostel, Sports Authority of India as per items and Rate as given in

Price Schedule Form of Financial Bid document to this Tender Document.

- 13. In case of supplied materials, if found same are lower in quantity or quality and not of standard quality or in unhygienic condition or not supplied in time, a deduction of 10% of gross monthly bill amount of respective month will be made as penalty or as decided by the Assistant Director, Sports Authority of India, NCOE- Trivandrum 695581. Repeated fault may result in forfeiture of part or whole of Security Money and even termination of the contract.
- 14. The successful bidder will ensure compliance of all the relevant provisions of the Laws / terms of contract.
- 15. Sports Authority of India, reserves the right to visit the existing or the past customers of the bidder to ascertain the quality of work performed by them and in case any negative report is received against the bidder, bid may be rejected. Also in case any information provided by the bidder is found to be false, his/her bid can be rejected and part or whole security may be forfeited.
- 16. The successful bidder will submit bill in duplicate on 5th of each month along with challans separately to the Assistant Director, SAI NCOE LNCPE, Kariyavattom, Trivandrum 695 581 for payment. The payment will be made after verification of items supplied as per indent. Tax at sources shall be deducted as admissible and payment will be made accordingly by A/C Payee cheque or to be transferred to his/her account through electronic system within 10 days from the receipt of the bill.
- 17. That the successful bidder shall not do anything inside or outside the premises, which may create nuisance or any cause of annoyance to the neighbor, to the Director and or to the visitors and Sports person living/visiting the premises.
- 18. The successful bidder shall be responsible for ensuring the safety of the SAI NCOE LNCPE, Kariyavattom, Trivandrum and his own employees. In case of any injury to any SAI NCOE LNCPE, Kariyavattom, Trivandrum & SAI Training Centre Trivandrum persons or damages caused to the property of Sports Authority of India NCOE

Trivandrum as result of this contract activities, the successful bidder shall be solely responsible to pay compensation for such injury and

/ or damages as may be required under the law. In case of any court case or challan by the police or any local authority or any other party competent to take such action, the successful bidder shall be sole responsible for defending the cases before the court of law and/or to ensure compliance with the summons / challan served in this behalf.

- 19. These are only proposed draft, terms & conditions and can be modified/changed or added at the time of finalization and signing the agreement.
- 20. The Earnest Money of the successful bidder will be refunded after depositing the Security money against the contract. However, the same will not carry any interest.
- 21. Conditional/Incomplete/offers not conforming to tender document will be rejected.
- 22. Any violation of instructions / agreement or suppression of facts will attract cancellation of agreement without any reference.
- 23. In case the SAI suspects or finds any work is entrusted to any sub-contractor on piecemeal basis or on regular terms, the SAI reserves the right to terminate the contract without assigning any reasons.
- 24. If the contractor is a partnership of two or more persons all such persons shall be jointly and severally liable to the Department for the fulfillment of the terms of contract.
- 25. The Contractor will be held wholly responsible for any action taken by statutory bodies for violation /non compilation of any such provision/rule.
- 26. Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause which is beneficial to the SAI will be considered applicable at the time of any dispute / following any statutory rules.
- 27. **Disclaimer**: The near relatives of SAI are prohibited from participation in this tender. The near relatives for this purposes are defined as:
 - a) Member of a Hindu Undivided Family;
 - b) Their Spouse;
 - c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).
- 28. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders:

SAI will consider also the additional factors, if any, incorporated in tenderdocument in the manner and to the extent indicated therein

a) Further to Section II- A (g) Scrutiny & Evaluation of Bids above, the purchaser's evaluation of a tender will include and consider the following:

- i) 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
- ii) In the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the bidder) on the goods and services.
- b) In exercise of powers conferred in section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small enterprises effective from 1st April 2012. The policy mandates that 20% of procurement of annual requirement of goods and services by all Central Ministries/Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 20% quantity.
 - In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L 1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than on MSE. Such MSEs would be allowed to supply up to 20% of the total tendered value. In case there are more than one such eligible MSE, the 20% supply will be shared equally. Out of 20% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.
 - ii) The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir board or national Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being on MSE, failing which their tender will be liable to be ignored.
- c) The provisions of Public Procurement (Preference to Make in India) Order 2017 issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide Letter No. P-45021/2/2017BE-II dated 15.06.2017 shall be applicable to the bidding process and award of the contract shall be done accordingly. In this connection, the minimum localcontent shall be % (fill 50% in general however, the figure can be varied depending upon type of purchase with the approval of Competent Authority) and the margin of purchase preference shall be 20%. For award of contract, (3a or 3b or 3c, whichever is applicable) of the Public Procurement (Preference to Make in India) Order 2017 shall be applicable in addition to the other provisions in the bidding documents in this regard. The bidder shall have to specify whether he is a local supplier in terms of the Public

Procurement (Preference to Make in India) Order 2017 or otherwise in the bid forwarding letter. In case of the bidder being a local supplier, he shall also give a certificate from statutory auditor of the company (in case bidder is a company) or from a practicing cost accountant or practicing Chartered Accountant (in case bidder is not a company) along with his bid in terms of para 9 (b) of the Public Procurement (Preference to Make in India) Order 2017.

- d) The condition of prior turnover and prior experience may be relaxed for Startups (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.
- 29. If dispute or difference of any kind shall arise between the SAI and the Contractor in connection with or relating to the Contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 30. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the SAI or the Contractor may give notice to the other party of its intention to commence arbitration, as the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between SAI the Contractor relating to any matter arising out of or connected with the Contract, such dispute or difference shall be referred to the sole arbitration, appointed to be the arbitrator by the Chief Operating Officer, NCOE LNCPE, Kariyavattom, Trivandrum 695 581. The award of the arbitrator will be final and binding on the parties to the Contract.
- 31. Venue of Arbitration: The venue of arbitration shall be the place from where the Contract has been issued.
- 32. The Court of Judicature at Trivandrum will have the exclusive jurisdiction to try the disputes.
- 33. The Contract shall be governed by and interpreted in accordance with laws of India for the time being in force.

Note:

These terms and conditions are part of the Contract/ Agreement as indicated in the Agreement between SAI and the Agency and any non-compliance shall be deemed as breach of the Contract / Agreement

SECTION – VII(A) Contract Agreement Sports Authority of India (SAI)

	Contract N	0:	<u></u>	Dated:			
		ontinuation to this offic dated			of Rate Contract		
1.	Name & ado	lress of the Service provid	er:		_		
2.	Bidding Doc No_	ument Nodated , dated(i	dand su f any), issued by the S.	ubsequent Amend Al.	ment		
3.		vider's Bid No(if any), exchanged					
4.	documents	to this Contract Form, mentioned under paragra ed as integral part of this	phs 2 and 3 above, sh				
	(i)	General Conditions of	Contract;				
	(ii)	Schedule of Requirem	nents;				
	(iii)	Technical Specificatio	ns;				
	(iv)	Bid Form furnished by	the supplier;				
	(v) Price Schedule(s) furnished by the supp			in its Bid;			
	(vi)	SAI's Notification of A	ward of Contract				
5.	Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference.						
(i) Brief particulars of the services which shall be provided by the service provider are as under							
	Schedule No.	Brief description of services	Accounting unit	Unit price	Terms of delivery		
	·						

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

(ii)	Contract valid up to:
(iii)	Prices:
(iv)	Details of Performance Security:
(v)	Warranty Period:
(vi)	Payment terms:
	(Signature, name and address of the authority's authorized official) For and on behalf of Director, Sports Authority of India Received and accepted this Contract [Signature with date, name and designation]
	[Signature with date, name and designation]
	For and on behalf of Messers
	[Name & address of the service provider]
	(seal of the service provider)
	Date: Place:
	riace

SECTION - VII (B)

CHECK LIST

[To be filled up by the concerned Firm]

NAME OF BIDDER:

SL. No.	Activity	Yes/No/NA	Page No. in the TE Document	Remarks
1.a)	Have you enclosed EMD of required amount for the quoted schedules?			
b)	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section IV D?			
c)	In case Bank Guarantee is furnished, have you kept its validity of 135 days from Techno Commercial Tender Opening date as per Section I of IFB?			
2.	Have you enclosed duly filled Tender Form as per format in Section IV (A)?			
3.	Have you enclosed power of attorney in favor of signatory?			
4.	Have you submitted three years' experience as per criteria stipulated in Section III (A) of RFP?			
5.	Have you submitted GST registration certificate?			
6.	Have you submitted rates of articles in the price schedule as per Section IV (D)?			
7.	Have you enclosed photocopy of IT Return for the year2020-21, 2021-22 & 2022-23?	,		
8.	Have you furnished PAN No. as allotted by the Income Tax Department of Government of India?			
9.	Have you intimated the name and full address of your Banker (s) along with your account Number?			

(Seal & Signature)

SL. No.	Activity	Yes/No/NA	Page No. in the TE Document	Remarks
10.	Have you submitted the certificate of incorporation?			
11.	Have you furnished conflict of interest certificate as per Section – IV (G)?			
12.	Have you furnished Average Annual Turnover @ Rs.53 lakhs P.A. for last three years prior to the date of Tender opening duly certified by chartered accountant bearing their membership no.?			
13.	Have you enclosed the Affidavit as per Section IV (I) of the TE Document?			
14.	Have you submitted declaration on disclosure of code of Integrity as per Section IV (H)?			
15.	Have you submitted duly filled up NEFT mandate form as per Section IV (E)?			

N.B.

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

(Signature with date)

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

For and on behalf of (Name, address and stamp of the tendering firm