

SPORTS AUTHORITY OF INDIA
Sector 15, Netaji Subhash Western Centre
Gandhinagar

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

E-Bidding Document
For
Canteen Services at SAI NSWC Gandhinagar

INVITATION FOR ONLINE BIDS (IFB)

Bid Ref. No.

Date: 11.01.2024

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DISCLAIMER

1. The information contained in this Request for Proposal Document (hereinafter known as 'RFP Document') or subsequently provided to Bidders in documentary form by or on behalf of Sports Authority of India (SAI), NSWC Gandhinagar (hereinafter referred to as 'Authority') or any of their representatives, employees or advisors (collectively referred to as 'Representative(s)'), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.

This RFP document is to select an agency for Running Staff Canteen on Contract Basis (hereinafter referred to as 'the Project') and contains brief information about the scope of work and qualification process for the selection of Bidder. The purpose of the RFP Document is to provide the Bidders (hereinafter referred to as 'Bidder(s)') with information to assist the formulation of their proposals (hereinafter referred to as the 'Proposal(s)').

2. The Representatives/SAI NSWC Gandhinagar shall not be held liable by any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP Document or otherwise, including the accuracy, reliability or completeness of the RFP Document and any assessment, assumption or information contained therein or deemed to form part of this RFP Document or arising in any way with qualification of Bidders for participation in the Selection Process.
3. The Authority reserves the right to change any or all terms and conditions/information set in this RFP Document by way of revision, deletion, update or supplement and annulment through issuance of appropriate addendum as the Authority may deem fit without assigning any reason thereof as and when required.
4. This RFP Document is non-transferable.
5. The issue of this RFP Document does not imply that the Representatives/SAI is bound to select the Bidder to enter into any contract and the Representatives/SAI reserves the right to reject all or any of the Bidders or Bids, at any stage of the Bidding Process, without assigning any reason whatsoever.
6. Each Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to analysis, preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be

required by the Authority or any other costs incurred in connection with or relating to submission of its Bid. All such costs and expenses will remain the responsibility of the Bidder and the Authority shall not be liable in any manner whatsoever for the same and/or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection Process.

7. This RFP Document supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications. The Bidders shall bear all its costs associated with or relating to the preparation and submission of proposal pursuant to this RFP.

PART – 1
BIDDING PROCEDURE.

SECTION-I

**SPORTS AUTHORITY OF INDIA
(ES Division)
Sector 15, Netaji Subhash Western Centre, Gandhinagar**

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

INVITATION FOR ONLINE BIDS (IFB)

Sports Authority of India, for and on behalf of the Regional Director, Sports Authority of India, Sector 15, NSWC Gandhinagar **invites Online Bids** on **Two Bid System** for running of Staff Canteen on Contract Basis.

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

Schedule No.	Brief Description of items	Amount of Bid Security (EMD) in Rs.	Cost of tender (Rs.)
1.	Running of Canteen at SAI, Sector 15, NSWC Gandhinagar	13,000/-	Nil

Payment:

Scanned copy of Earnest Money (Bid Security) is to be uploaded online and Hard Copy of same must be sent to the **Asst. Director (ES Division), Ground Floor, Administrative Block, SAI NSWC Gandhinagar** on or before Bid Submission Date & Time as mentioned in Critical Date Sheet.

CRITICAL DATE SHEET

Published Date	11.01.2024 at 6 PM
Bid Document Download / Sale Start Date	11.01.2024 at 6 PM
Clarification Start Date	11.01.2024 at 6 PM
Clarification End Date	11.01.2024 at 6 PM
Date and Time of Pre-Bid Meeting	18.01.2024 at 3 PM in the Conference Hall, Administrative Block, Ground Floor, Sector 15, SAI RC Gandhinagar
Bid Submission Start Date	11.01.2024 at 6 PM
Bid Submission End Date	01.02.2024 at 5 PM
Bid Opening Date	02.02.2024 at 5 PM

2. Bidder may also download the Bidding Documents from the web site- www.sportauthorityofindia.nic.in & CPP Portal of Govt. of India i.e. <http://eprocure.gov.in/eprocure/app> Bidders shall ensure that their Bids, complete in all respect should be uploaded online before the closing date and time as indicated in the critical date sheet above on CPP Portal <http://eprocure.gov.in/eprocure/app> .
3. Bids shall be submitted online only at CPPP website: <http://eprocure.gov.in/eprocure/app> . Tenderers/Bidders are advised to follow the instructions provided in the 'Instructions to the Bidder/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>.
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.sportauthorityofindia.nic.in **shall not tamper/modify the tender form including downloaded price bid template in any manner**. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected outrightly and Bid Security (EMD) would be forfeited and tenderer is liable to be banned from doing business with SAI.
5. Intending Bidders are advised to visit again CPPP website <https://eprocure.gov.in/eprocure/app> and SAI website www.sportauthorityofindia.nic.in prior to closing date of submission of Bid for any corrigendum / addendum/ amendment.

Asst. Director (ES)
For and on behalf of
Regional Director, SAI NSWC Gandhinagar

PART-2

BIDDING DOCUMENT

SECTION – II

INSTRUCTIONS TO BIDDERS (ITB)

A. PREAMBLE

1. Introduction

- 1.1 The Sports Authority of India, NSWC Gandhinagar hereinafter called “SAI” has issued this Bidding Document for providing Canteen and Catering Services at SAI, NSWC Gandhinagar as mentioned in Section-V –“Scope of Work”, which also indicates, *interalia*, details of various types of services required at the Centre. The Canteen exists in the premises of Administrative Block of SAI NSWC Gandhinagar.
- 1.2 This Section (Section-II -“Instruction to Bidders”) provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids.
- 1.3 Before formulating the Bid and submitting the same to the SAI, the Bidder should read and examine all the terms, conditions, instructions etc. contained in the Bidding Documents.

2. Language of Bid

The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the Bid exchanged between the Bidder and the SAI, shall be written in the English language.

3. PRE-BID MEETING

- a) A Pre-Bid conference will be held with the prospective Bidders for the purpose of holding technical & commercial discussions and providing clarifications by SAI. 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 at their own cost, attend the said conference on the date and venue notified by SAI.
- b) 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 on rcgandhinagar-sai@nic.in with the subject title “**Queries with regard to the RFP for Canteen Services at SAI NSWC Gandhinagar**” to SAI latest by 18:00 hours on the same working day of the pre bid conference.
- c) SAI 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 SAI in this regard will be final.
- d) After incorporating the amendments acceptable to SAI, 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 CPP portal and website of SAI. The Bidder shall submit its Bid along with Bid documents including Addendum if any issued duly signed and stamped.

- e) Non-attendance at the Pre- Bid Conference will not be a cause for disqualification of a Bidder. However, the terms and conditions of the addendum (s) will be legally binding on all bidders irrespective of their attendance at the Pre-Bid Conference.
- f) No further suggestions for deviations/variations/ additions will be entertained after the period mentioned herein above after the Pre-Bid Conference.

B. BIDDING DOCUMENTS

3. Content of Bidding Documents

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

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

4. Amendments to Bidding Documents

- 4.1 At any time prior to the deadline for submission of Bids, the SAI may, for any reason deemed fit by it, modify the Bidding Documents by issuing suitable amendment(s) to it.
- 4.2 Such an amendment will be uploaded on SAI website: <http://sportsauthorityofindia.nic.in> & CPP Portal of Govt. of India <http://eprocure.gov.in/eprocure/app>.
- 4.3 The parties interested in submitting their bids or interested in participating in the said process are advised to keep themselves updated by checking the abovesaid portals for any amendments if any made by SAI, since no separate or individual communication will be made to any participant by SAI for any such amendment(s) if any made by SAI.

5. Clarification of Bidding Documents

A Bidder requiring any clarification or elucidation on any issue of the Bidding Documents may take up the same with the SAI. The Bidder may also seek clarification in writing in terms of the conditions & time lines provided in the present document.

C. PREPARATION OF BIDS

6. Documents Comprising the Bid

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

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

- i) Scanned copy of Bid Security (EMD).
- ii) Scanned copy of Bid Submission Form as per Section – IV (A) and Power of Attorney in favour of signatory of Bidding Documents.
- iii) Scanned copy of Pan Card, Sale Tax/VAT Registration, TIN No., Service Tax No. & National Electronic Fund Transfer Form (NEFT).
- iv) Scanned copy of documents mentioned in Eligibility Criteria as per Section-III.
- v) **The price bid shall not be submitted with the technical bids. If price bid is submitted along with technical bid, it will lead to disqualification of the bidder**

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

6.1 Price Bid duly filled up with all the details as per Section-VI.

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

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

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

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

6.5 All payments will be made through National Electronic Fund Transfer (NEFT)/RTGS System. Bidders are required to fill and attach the NEFT Mandate Form attached as per Section-IV (C) 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 except price bid.

7. Bid Price.

The Bidder shall indicate on the Price Schedule provided under Section-VI all the specified components of prices shown therein. All the columns shown in the price schedule should be filled up as required in clear figures. No corrections will be allowed and any document carrying corrections shall not be accepted and the same shall be ignored and rejected.

8. Visit to the Place & Work:

Bidders are advised to visit and acquaint themselves with the area where such services are required and its operational requirements. The cost of such visit shall be borne by the

Bidder. It shall be deemed that the bidder has undertaken a visit to the SAI, NSWC Gandhinagar and is aware of its operational conditions prior to submission of bid documents.

9. Firm Price.

9.1 The license fees quoted by the Bidder shall remain firm and fixed during the period of the contract and not subject to variation on any account unless mutually agreed between contractor and SAI.

9.2 As regards taxes and duties, if any, chargeable on the services and legally payable in respect of the Contract, the same shall be payable by the bidder and SAI will not entertain any claim whatsoever for the same. However, 18% GST will be applicable over and above on the license fees quoted by the bidder.

10 Documents Establishing Bidder's Eligibility.

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

11. Bid Security

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

11.2 The Bid Security shall be furnished in one of the following forms:-

- i. Account Payee Demand Draft.
- ii. Fixed Deposit Receipt.
- iii. Banker's cheque.
- iv. Valid Insurance Surety Bonds
- v. Bank Guarantee (including e-Bank Guarantee) from any commercial Bank.

The Demand Draft, Fixed Deposit Receipt or Banker's Cheque shall be drawn on any Commercial Bank in India or country of the Bidder, in favour of the "**Regional Director (I/C), Sports Authority of India, NSWC Gandhinagar**", payable at "Gandhinagar, Gujarat". In case of Bank Guarantee, the same is to be provided from any Nationalised commercial bank in India or country of the Bidder as per the format specified under Section IX (C) of Bid Documents.

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

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

- 11.4 The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the Bid. As validity period of Bid as per Clause of ITB is 75 days, the Bid Security shall be kept valid for 120 days from Bid opening date.
- 11.5 Unsuccessful Bidders' Bid Security will be returned to them without any interest, after expiry of the Bid validity period, but not later than thirty (30) days after conclusion of the resultant contract. Successful Bidder's Bid Security will be returned without any interest, after receipt of performance security from that Bidder.
- 11.6 Bid Security of a Bidder will be forfeited, if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid in any respect within the period of validity of its Bid without prejudice to other rights of SAI. The successful Bidder's Bid Security will be forfeited without prejudice to other rights of SAI if it fails to furnish the required performance security within the specified period.

12. Bid Validity

- 12.1 The Bid shall remain valid for acceptance for a period of 75 days (Seventy five days) after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected.
- 12.2 In exceptional cases, the Bidders may be requested by SAI to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid and they are also to extend the validity period of the Bid Security accordingly. A Bidder, however, may not agree to extend its Bid validity without forfeiting its Bid Security.

13. Signing of Bid

- 13.1 The Bidders shall submit their Bids as per the instructions contained in ITB Clause 6.
- 13.2 Bid shall be typed and the same shall be signed by the bidder or by a person(s) who has been duly authorized to bind the bidder to the contract and upload in PDF format.
- 13.3 The bid shall be duly signed at the appropriate place as indicated in the Bidding Documents and all other pages of the Bid. The Bid shall not contain any erasure or overwriting. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the Bid.
- 13.4 Bidding Document seeks **on-line** quotation following **Two Bid Systems, in two parts**. First part will be known as '**Technical Bid**', and the **second part 'Price/Financial Bid'** as specified in Clause-6 of ITB.
- 13.5 Authorized Signatory/Signing of Tender:
Individual signing the tender or other documents connected with contract must specify the capacity in which the tender documents are signed as:
 - a) A 'sole proprietor' of the concern or constituted attorney of such sole proprietor;

- b) A partner of the firm, if it be a partnership firm, in that case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.

D. SUBMISSION OF BIDS

14. Submission of Bids

Online bids have been invited and any document provided in hard copy (except EMD) will not be considered.

E. BID OPENING

15. Opening of Bids

- 15.1 SAI will open the Bids at the specified date and time and at the specified place as indicated in the IFB in Section-I.
- 15.2 In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for SAI, the Bids will be opened at the appointed time and place on the next working day.
- 15.3 Two - Bid system as mentioned in Para 6 and 13 above will be as follows. The **Technical Bids** are to be opened in the first instance, at the prescribed time and date as indicated in IFB Critical Date Sheet. During the Technical Bid opening, the Bid opening official(s) will read the salient features of the Bids like brief description of the services offered, Bid Security and any other special features of the Bids, as deemed fit by the Bid opening official(s). Thereafter, in the second stage, the Price Bids of only the Technically and commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical Bid.

F. SCRUTINY AND EVALUATION OF BIDS

16. Preliminary Scrutiny of Bids:

- 16.1 SAI will examine the Bids to determine whether they are complete, whether the documents have been properly signed, stamped and whether the bids are generally in order.
- 16.2 These Bids shall be scrutinized and evaluated by SAI with reference to parameters prescribed in the Bidding Document. In the first instance technical bids shall be evaluated.
- 16.3 Prior to the detailed evaluation of Price Bids, SAI will determine the substantial responsiveness of each Bid to the Bidding Document. For the purposes of these clauses, a substantially responsive Bidder is one, which conforms to all the terms and conditions of the Bidding Documents including Technical Specifications without material deviations.
- 16.4 Thereafter, in the second stage, the Price Bids of only those bidders shall be opened for further evaluation on a notified date, which are found technically responsive (as decided in the first stage).
- 16.5 However minor deviation and/or minor irregularity and/or minor non-conformity in the Bid, SAI may waive the same and its decision will be final.

16.6 If a Bid is not substantially responsive, it will be rejected by SAI.

17. Comparison of Bids and Award Criteria.

17.1 The comparison of the responsive Bids shall be carried out with price on all inclusive basis. The bidder who is H-1 (i.e., the bidder who has quoted the highest license fees as per price schedule) to SAI shall be treated as **successful bidder**.

17.2 In case of Tie for H-1 bidder i.e., two or more bidders are H-1 (as per methodology given in 17.1 above), then the bid from the bidder with highest average annual turnover during the last three years, ending 31st March 2022 shall be treated as **successful bid**.

17.3 The contract may be awarded to the highest responsive Bidder who meets the laid down Eligibility Criteria and submits the required Bid documents and accept other terms & conditions of Invitation for Bid.

18. SAI reserves the right to give the price preference/purchase preference as per the instructions in vogue while evaluating, comparing and ranking the responsive Bids. The Bidders claiming the same should enclose the concerned Notification of Govt. of India along with other relevant documents so as to establish their claim for such preferences.

G. AWARD OF CONTRACT

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

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

20. Notification of Award/Execution of Agreement

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

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

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

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

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

22. Corrupt or Fraudulent Practices

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

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

SECTION–III

(A) ELIGIBILITY CRITERIA & PERFORMANCE STATEMENT

Sr. No	Descriptions	Document to be submitted
1.	The bidder must have the required license to run a canteen.	Enclose copies of: i) License/Registration issued by FSSAI/Food Commissioner ii) Registration under EPF/ESIC iii) Registration under Shops and Establishment Act.
2.	The bidder must have a registered PAN Card	PAN Certificate
3.	The bidder must have a registered GST certificate	GST Certificate
4.	The bidder must have an office in the state of Gujarat.	Rent Agreement, Electricity Bill/ Registration Certificate/ GST Registration/MSME Certificate or any other relevant documentary evidence. Failure of submitting the document(s) will lead to technical disqualification
5.	The bidder must have successfully executed/completed canteen/mess Services, over the last three years i.e. the current financial year and the last three financial years to any Central / State Govt Organization / PSU /Autonomous Bodies/ Public Listed Company/private institutions/schools &colleges/universities: - 1. Three similar completed services costing not less than the amount equal to Rs. 2,52,720 ; OR 2. Two similar completed services costing not less than the amount equal to Rs. 3,15,900 ; OR 3. One similar completed service costing not less than the amount equal to Rs. 5,05,440 .	Supply/Work Order along with payment proof or completion certificate.

6.	Bidder should have average annual turnover of minimum Rs. 3 Lakhs during the last three years, ending 31st March 2022.	Certificate of Chartered Accountant showing annual turnover for the last three financial years ending 31st March 2022
7.	Bid Submission form	As per Section IV(A)
8.	Power of Attorney	As per Section IV(B)
9.	National Electronic Fund Transfer (NEFT Form) for payment in Indian Rupee.	As per Section IV(C)
10.	Undertaking for acceptance of Terms and Conditions	As per Section IV(D)
11.	Undertaking regarding Disclosure of Conflict of Interest	As per Section IV(E)
12.	Undertaking regarding Disclosure of Code of Integrity	As per Section IV(F)
13.	Undertaking	As per Section IV(G)
14.	Undertaking regarding Declaration as per New GFR Clause, 144 (xi)	As per Section IV(H)
15.	Undertaking for quoting minimum license fees	As per Section IV(I)

Note:-

- 1) The bidder shall furnish self-attested copies of the required documents as mentioned above.
- 2) In support of Para 2 above, the Bidders shall furnish Performance Statement in the format as per Section III(B)

B. PROFORMA FOR PERFORMANCE STATEMENT

(For a period of last three years)

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

Contract placed by (full address of Employer)	Contract number and date	Contract placed on	Description of ordered services	Value of Services (Per Annum)	Period of Contract	Whether the services have been performed as per Contract provisions. Deviation if, any may be indicated.
1	2	3	4	5	6	7

(Signature of the Bidder)

Name, Address and seal of the Bidder: _____

Note:

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

SECTION-IV

(A) BID SUBMISSION FORM

Date_____

To

Regional Director I/c
Sports Authority of India
NSWC, Gandhinagar

Sub: Selection of Agency for Providing Canteen and Catering Services at SAI, NSWC, Gandhinagar

Ref.: Your Bidding Document No. _____ dated _____

Dear Sir,

1. With reference to the RFP dated _____ for the above captioned project, and clarification issued by SAI, NSWC Gandhinagar thereof, I/We _____, having examined all relevant documents and understood their contents, hereby submit our Proposal for Selection of Agency for Providing Canteen and Catering Services at SAI, NSWC, Gandhinagar as per terms mentioned in this RFP.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of this RFP and for associating with SAI for the aforesaid Project.
4. I/We shall make available to SAI, any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the SAI, to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We agree to keep our Bid valid for acceptance for 180 (One Hundred Eighty) days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us. I/ We, acknowledge and agree that SAI shall be entitled to forfeit the performance security without our protest and demur in case of any breach of terms and conditions of RPF/Agreement by us.
7. I/We certify that in the last three years, we or any of our Authorized Representatives have neither failed to perform on any contract, as evidenced by imposition of a penalty by an

- arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
8. I/we understand that SAI may cancel the Selection Process at any time and that SAI is neither bound to accept any Proposal that SAI may receive nor to select the Bidder without incurring any liability to the Bidders.
 9. The undersigned is authorized to sign the documents being submitted through this RFP. (A copy of Power of Attorney/Board Resolution is enclosed)
 10. The information provided herewith is true and correct to our best knowledge. If any discrepancies are found in the information provided or if the information provided is not correct, our firm would be fully responsible for that. We understand in such cases our bids are liable to be rejected.
 11. I declare that:
 - a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by SAI.
 - b. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with SAI or any other public sector enterprise or any government, Central or State; and
 - c. I/We hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 12. It is certified that the Bidder is not directly related to any employee of Sports Authority of India/ Ministry of Youth Affairs and Sports. A person is deemed to be a relative of another if, and only, if
 - a. They are members of a Hindu undivided family; or
 - b. They are husband and wife; or
 - c. The one is not legally related to the other Sister (including stepsister).

(Signature of the Bidder)

Name, Address and seal of the Bidder: _____

SECTION IV

(B) POWER OF ATTORNEY

(Note- Board resolution in case of company)

Know all men by these presents, we, (Name of Firm and Address of the Registered Office) do hereby constitute, nominate, appoint and authorise Mr. /Ms.....Son/Daughter/Wife and presently residing at, who is presently employed with us and holding the position ofas our true and lawful Attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for Engagement with SAI including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-proposal and other conferences and providing information/ responses to SAI, representing us in all matters before SAI, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with SAI, in all matters in connection with or relating to or arising out of our Proposal for said Project and/or upon award thereof to us till the entering into of the Agreement with SAI.

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

IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2020.

For
(Signature, name, designation, and address)

Witnesses:

1.

2.

Notarized Accepted

.....
(Signature, name, designation, and address of the Attorney)

Notes: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of INR 100 (Hundred) and duly notarized by a notary public

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

From: M/s.

Date:

To

Regional Director I/c
Sports Authority of India
NSWC, Gandhinagar

Sub: **NEFT PAYMENTS**

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

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATE FORM

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

(Signature of the Bidder)

Name, Address and seal of the Bidder: _____

Confirmed by Bank

Enclosed a copy of Cancelled Cheque

SECTION – IV

(D) TERMS AND CONDITIONS:

1. The bidders are advised to read the Bid Documents carefully before uploading the bids.
2. The Bidder shall quote for the license fees in the specified column. The bidder has to quote both in words and figures. The license fees quoted by the bidder will attract 18% GST over and above the quoted amount.
3. It is the responsibility of Bidder to go through the Bidding Document before offering rates as per price schedule.

4. Bid Prices:

The Bidder shall indicate on the Price Schedule provided under **the Financial Break Up document** all the specified components of prices shown therein. It is to be noted that the minimum license fees to be quoted is **INR 2500 per month**. If the license fees are quoted below the minimum fees, the bid will be summarily rejected.

5. The prices quoted by the Bidder shall remain firm and fixed during the period of the contract and not subject to variation of any account. 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.
6. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
7. If, as per the judgement of the SAI, there is any such arithmetical discrepancy in a bid, the same will be suitably conveyed to the bidder by mail. If the bidder does not agree to the observation of the SAI, the bid is liable to be ignored.
8. The TOTAL PRICE quoted in the price break up document shall be taken as the price for financial evaluation/ calculating H-1, H-2, etc.
9. However, SAI does **NOT** Guarantee any minimum number of footfall/sale.

(Name, address and stamp of the tendering firm)

SECTION – IV

(E) DISCLOSURE OF CONFLICT OF INTEREST

It is hereby disclosed that we do not have any conflict of interest with others bidders in terms of GFR. 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

(F) DISCLOSURE OF CODE OF INTEGRITY

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

1. Prohibition of:-

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

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

(Authorized Signatory)

Stamp

SECTION – IV

(G) 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.

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

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

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

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

Date:

(Signature of the bidder)

NAME & ADDRESS OF
THE BIDDER

SECTION – IV

(H) Declaration as per New GFR Clause, 144 (xi)

'I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

(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)

SECTION – IV

(I) Declaration for quoting the minimum license fees

I have read and understood the terms and conditions as stated in the RFP. Further, I declare that I have quoted the minimum license fees (i.e INR 2500 per month) or more in the price schedule as per Section VI of this RFP.

(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)

PART-3

SCOPE OF WORK

SECTION - V

Scope of Work

SAI RC GANDHINAGAR CANTEEN SCOPE OF WORK

- 1.** The service of the Canteen will be within the campus and the users of the canteen shall be paying for the services directly to the service provider.
- 2.** The contract, if awarded, will be for one year from the date of award of Contract subject to continuous satisfactory performance and on failure on this aspect, the department reserves the right to terminate the contract.
- 3.** Canteen shall be meant for serving refreshments, snacks, tea, etc. at the quoted prices and other such items as may be settled between the service provider and the department.
- 4.** The service provider shall sell, any other item not mentioned in the list of items, with the approval of the competent authority at the rates approved by the competent authority. However, sale of tobacco/alcohol and other harmful substances is banned.
- 5.** The canteen will run on all days excluding Sundays and Holidays and shall remain open maximum till 08:30 PM unless otherwise agreed by SAI through written permission.
- 6.** The service provider will be required to maintain highest level of cleanliness and standard of hygiene with regard to the persons under his employment and utensils for serving the food.
- 7.** The personnel appointed by the service provider must have proper and clean uniform for their identification. The personnel so appointed should maintain personal hygiene and should follow safe & clean methods of food handling.
- 8.** The quality of the raw materials to be used for preparation in the canteen should be of highest standard and fresh.
- 9.** The service provider will be responsible for maintaining adequate number of persons engaged in distribution of food. Disposal of both solid and liquid waste will be the responsibility of the canteen service provider.
- 10.** The service provider should keep the Canteen complex clean. If, at any point, the Canteen & its premises are found unclean, the service provider shall be held responsible and action deemed fit shall be taken by the competent authority.
- 11.** The service provider shall bear all the expenses for running the Canteen and the SAI shall not, in any manner, be liable for any damage caused due to incidents like theft, burn, fire, electric shock or bear any compensation for damage or injury caused to its workmen during discharging their duty.
- 12.** The service provider shall not be entitled to use the space allotted by the SAI for any other purpose or business other than canteen.
- 13.** The service provider shall not use the name of the SAI in business dealing with

other persons or traders.

14. The service provider must possess the requisite valid license issued by the relevant competent authority for carrying out the business and shall be responsible for complying all laws pertaining to the services in question as well as those pertaining to employment of persons under him.
15. The list of personnel deployed for food preparation, handling and serving have to be intimated to the authority from time to time.
16. There shall be no compromise on the quality of food supplied by the tenderer and if any such incidence or food adulteration is found, action deemed fit, including black listing the firm, shall be taken by the Competent Authority and all the rules of Prevention of Food Adulteration Act (PFA Act) will apply. License or registration under the Food Safety and Standards Act 2006 issued by the Food Safety Commissioner is a '**must**'.
17. The agency will be responsible for complying with payment of minimum wages (State or Central whichever is higher) and other Social Security benefit including prescribed number of leave / holidays and prescribed hours of work Schedule as per Labour Laws in force from time to time to its employees deployed in the SAI, all laws related to Social Security (E.S.I. & P.F., etc in case the service provider engages manpower more than the specified number), Service Tax wherever applicable & other Labour legislations, pollution control and such statutory orders from time to time as regards to treatment & disposal of garbage, and the service provider will be liable for any consequences resulting from violation of any such rule/ provision.
18. The agency shall NOT engage any worker below the 18 years of age.
19. Day to day waste disposal in respect of canteen will be the sole responsibility of the Canteen Service provider. Disposal of waste shall be done by the Service provider at his own cost. No waste will be allowed to be thrown / dumped in the SAI complex.
20. The service provider will be responsible for such conduct of the persons engaged by him in the SAI, which will be conducive for maintaining the harmonious atmosphere in the SAI and will responsible for any act commission & omission of such persons.
21. The bidders must have a valid license under the Contract Labour (R&A) Act, 1970 and rules framed there under and shall continue to hold it till completion of the contract. The service provider should be registered Service Tax authorities and shall possess valid Registration Numbers.
22. Raw materials, cooking medium, fruits, biscuits, and other eatables should be of desired quality.
23. Sale and use of tobacco and any tobacco product OR alcohol OR any intoxicating items is strictly prohibited.
24. The Canteen and premises shall be subject to periodic / surprise check / inspection by the officer(s) deputed by SAI for observing whether the terms and condition are being complied with. The Competent authority shall have the right to impose monetary penalty in case of lapse on the part of the service provider.
25. The successful bidder / tender shall not sell any food items which are not mentioned in the tender without the consent of SAI. However, the service provider may sell various

packed items/basic grocery items on MRP (Maximum Retail Price) and other food items after taking due permission from SAI.

26. The successful bidder / tender shall display rate list separately in Gujarati, Hindi and English language.
27. The service provider and his/her employees will park its vehicles, if any, only in the designated spaces inside the SAI premises.
28. ***The successful bidder must have necessary registration for running of canteen from the Local authorities***, failing which contract shall be terminated without any notice.
29. The successful bidder shall maintain the approved rates, quality, quantity of food items he/she sells. In case any cheating on price, quality and quantity, his contract is liable to be terminated, as and when decided by the SAI administration. The price list shall be displayed in front of the canteen.

SECTION-VI

PRICE SCHEDULE (To be submitted in Online Mode only)

To

Regional Director I/c
Sports Authority of India
NSWC, Gandhinagar

Ref.: Your Bidding Document No. _____ dated _____

Dear Sir,

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

The minimum license fees to be quoted is **INR 2500/- per month**. If the license fees is quoted below INR 2500/- per month, the bids will be summarily rejected and not be entertained further.

We hereby quote the following license fees for Canteen & Catering Services for Sports Authority of India, NSWC Gandhinagar for the Scope of Services as mentioned below in accordance with Special conditions of Contract as per Section-VI and General Conditions of Contract as per Section-VIII of the Bidding Documents, as under:

Sr No	Type of Items	Rates (in Rs.)	License Fees (on monthly basis. To be quoted in INR both in numbers and words). The fees quoted will attract 18% GST over and above the quoted amount.
1	Milk/ Tea	10	
2	Coffee	15	
3	Lemon Water	10	
4	Fresh Fruit Juice	30	
5	Fresh Fruit Juice (Pomegranate, Litchi etc.)	60	
6	Veg Sandwich	15	
7	Veg Samosa	10	
8	Veg Poha	20	
9	Veg Upma	20	
10	Dal Wada	20	
11	Veg Pakoda	20	
12	Stuffed Paratha of Choice	20	
13	Sambhar Wada	20	
14	Idli Sambhar	20	
15	Dosa	30	
16	Seasonal Sabji/ Roti Combo	40	
17	Kadhi Chawal/Rajma Chawal Combo	40	
18	Fixed Lunch	60	

(Signature of the Tenderer with seal)

Date :

SECTION - VII
Special Conditions of Contract

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

Special Conditions of Contract:

1. That the licensee shall equip himself with all necessary permits, license and other permissions as may be required under the law any time with regard to running of the staff canteen.
2. The contractor has to bring his own kitchen equipments, crockery and cutlery utensils and other items required for preparing and serving of food. All the items should be of good and standard quality and same are subject to checking by SAI.
3. That in the event of any loss occasioned to the SAI, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the SAI, the said loss can be claimed from the contractor up to the value of the loss. The decision of the SAI, in this regard will be final and binding on the contractor.
4. In case any such structure (s) is/are required to be put by the Contractor for promotion of his business, the contractor shall submit a detailed plan for approval of the SAI. No addition/alteration or structural changes would be allowed to be put up without the written prior approval of the SAI
5. The contractor will be responsible for cleanliness of dining hall and Kitchen area. Utensils etc. will be washed /cleaned with hot water and good cleaning powder/detergent. Washing of utensils etc. including dishwashing shall not be permitted at any place other than the space provided for this purpose in the Kitchen.
6. Only such item of foods and beverages etc. will be prepared as provided in menu and any additional items which have not been prohibited by Ministry of Health, SAI or any other Govt. Agency. For additional items, the rates will be mutually decided between SAI and contractor.
7. (a) The food supplied should be wholesome, hygienic and nutritious and prepared in refined oil of reputed brand. The SAI reserves the right to take the assistance of any institution /agency /expert for guidance in this regard and advice of Officer I/c will be binding on the contractor.
(b) Vegetables used should be fresh and good quality. Items like Aji-no-moto, Baking Soda, Colouring items etc. are banned and they should not be used.
(c) SAI reserves the right to get the food items to be served tested from a Government Lab at any time. If the test fails the contractor is to be proceeded and the cost of test will be borne by the contractor and in case the test passes, the cost of the test will be borne by SAI.
(d) In case food items fails in test a show cause notice shall be served to the contractor seeking explanation for serving bad quality of food items and a penalty of Rs.

1,000/- shall be imposed in each occasion. In case of any such instance occurs again in future, SAI reserves the right to cancel the contract at a short notice of 07 days.

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

18. In case any complaint is received attributable to misconduct/mis-behaviour of contractor's staff, SAI may direct the contractor; to have any person removed who is considered to be undesirable or otherwise.
19. All liabilities arising out of accident or death of any employee of the Contractor while on duty shall be borne by the contractor and SAI will not be hold responsible or liable for any such unforeseen event if any take place at any point of time.
20. The contractor shall be responsible to maintain all property and equipment of the SAI, entrusted to him. Any damage or loss caused by contractor's persons to the SAI, in whatever shape would be recovered from the contractor.
21. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel or information sought under RTI Act 2005, in respect of contractor's personnel/agency, the same shall be directly borne by the contractor including all expenses/fines.
22. That any complaints made against the contractor by any employee or person concerned/related to SAI shall be dealt with seriously. (i) Any complaint with regard to anything mentioned herein and insects cooked along with food or found in any food items. (ii) Soft objects like rope, soft plastic, cloth etc. in food and (iii) Stones/pebbles found in food items shall attract penalty as indicated herein.
23. That further if any loss/harm/injury takes place to any employee/person concerned/related to SAI, then the contractor will be liable to indemnify/make good to such monetary loss/injury if any is caused to SAI or its employee/person concerned with SAI.
24. Repeated non- observation/discrepancies in fulfilment of contractual obligations may result into termination of contract at one month notice.
25. **Penalty for Default.**
 - a) If during inspection/complaint regarding quality of food and Contractor's service is found not to be satisfactory, SAI, have the right to claim by way of penalty an amount of Rs.500/- on 1st default, @ Rs.1000/- on 2nd default and thereafter @ Rs.2000/- for every such occasion during the month in fulfilment of contractual obligations upto max. of 10% of the estimated value. That any decision in regard to any complaints made to the concerned authorities of SAI by anyone shall be final.
26. On the expiry of the period of Contract, the contractor shall become an unauthorised occupant of the said public premises under section 4 of the Public Premises. (Eviction of unauthorised occupants) Act-1971 and the contractor shall be liable to be proceeded under the provisions of the said Act besides the jurisdiction of the Estate Officer as appointed by Ministry of Youth Affairs and Sports or SAI
27. That the SAI reserves the right to change the location of the premises at any time and may at its discretion call upon the Licensee to vacate the site and may give him an alternative premises for the purpose of this license. In such a case, the Licensee shall be bound to vacate the premises immediately and accept the said alternate premises. The entire expenditure on such shifting shall be borne by him and the licensee shall not be entitled to claim any compensation or revision in the license fee on that score.

- 28.1 The successful tenderer must necessarily operate the contract for a minimum of 80% of the total period of the contract, failing which; the licensee may be debarred from participating in any commercial Tenders of SAI, for minimum period of three years. Thereafter, contractor can terminate the contract by giving 30 days notice.
- 28.2 The Licence can be terminated by the SAI by giving 30 days notice in writing without assigning any reason thereto.
29. The contractor will not be allowed to use hard coal/wood any electric appliances for cooking purposes.
30. The Licensee shall obtain proper Fire Insurance coverage including theft and burglary in respect of all the movable and immovable assets of the party stored or used in the licensed premises and SAI shall not be responsible for any LOSS or DAMAGE caused to the items procured by licensee on any account whatsoever.
31. The successful bidder shall intimate the names of the persons employed by him or going to be employed, who are near relatives of SAI employees if any.
32. That the Licensee shall operate the subject facility by charging the rate from users, as may be approved by the SAI in advance. Licensee shall exhibit the said approved rates at a conspicuous place inside the licensed premises and will charges the rates not more than MRP for branded items.
33. Where any portion of special conditions of contract is repugnant to or at variance with any provisions of the general conditions of contract then unless a different intention appears the provisions of the special condition of contract shall be deemed to override the provisions of the General conditions of contract only to the extent such repugnance/ variations in the special conditions of contract as are not possible of being reconciled with the provisions of general conditions of contract.
34. That SAI shall not be liable for any non-payment by any individual user for the services taken by the user from the contractor and the contractor has to deal with the same on their own. That contractor shall not claim any such amount accumulated due to non-payment by any individual user from SAI at any point of time.
35. Further, it is to clarify that the electricity charges, water charges, gas charges, inventory, utensils, crockery, staff dress and other essential items will be borne by the bidder. SAI will only provide a dedicated confined area in its premises for running the canteen.

PART-4

CONTRACT

SECTION - VIII

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

The General Conditions of Contract and Special Conditions of Contract incorporated in Section-VIII, Scope of Services under Section V and Special Condition of Contract as per Section –VII of this document shall be applicable to the Contract.

2 Performance Security

2.1 Within fifteen (15) days from date of the issue of Notification of Award by the SAI , the Contractor shall furnish performance security to the SAI, for an amount of **Rs. 19,000/- (Rupees Nineteen Thousand only)**, valid up to 12 months + two months, i.e. for 14 months from the date of Notification of Award.

2.2 The Performance security shall be denominated in Indian Rupees in any one of the forms namely Insurance Surety Bond, account payee demand draft, fixed deposit receipt from a commercial bank, bank guarantee (including e-bank Guarantee) issued/confirmed from any of the commercial bank in India, in the prescribed form as provided in Section VIII (B) of this document in favour of the Regional Director I/c, NSWC Gandhinagar.

2.3 The SAI will release the Performance Security to the Contractor without any interest on completion of the all-contractual obligations without default and after adjusting damages/losses and recoveries if any existing after the completion of the contractual obligations.

3. Scope of work

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

4. Inspection and Quality Certification

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

5. Prices

The prices quoted by the Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account unless mutually agreed between contractor and SAI. The estimated value of this tender is INR 6,31,800/- per annum.

6. Taxes & Duties

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

7. Terms of Payment and Mode of Payment

- 7.1 Payment against the contracted services will be made on monthly basis, on submission of bills, after receiving the receipt along-with relevant documents, based on actual consumption duly certified by concerned Officers of SAI subject to recoveries/damages, if any.
- 7.2 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and any other tax as applicable will be made from the bills payable to the Contractor at the rates as notified from time to time.
- 7.3 If as a result of post payment audit, any over payment is detected in respect of any bill of contractor under the contract the same shall be recovered by SAI from the contractor.

8. Termination for default

The SAI, without prejudice to any other contractual rights and remedies available to it may by written notice of default sent to the Contractor, terminate the contract in whole or in part, if the Contractor fails to perform any or all of the services or fails to perform any other obligation(s) of the contract.

9. Period of Contract

Unless otherwise instructed by the SAI, the Contractor shall continue to perform the contract for a period of Twelve (12) months from the date of commencement of subject services.

10. Termination for insolvency

If the contractor becomes bankrupt or otherwise insolvent, the SAI reserves the right to terminate the contract at any time, by serving written notice to the Contractor without any compensation, whatsoever, to the Contractor, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and /or will accrue thereafter to the SAI.

11. Resolution of disputes

- 11.1 If dispute or difference of any kind shall arise between the SAI and the Contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 11.2 If the parties fail to resolve their dispute or difference by such mutual consultations, within twenty-one days of its occurrence, then, either the SAI or the Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India as amended from time to time and as per the prevailing laws of Arbitration in India. The award of the Arbitrator will be final and binding on the parties to the Contract.
- 11.3 Venue of Arbitration: The venue of arbitration shall be the place from where the Contract has been issued, i.e., Gandhinagar, Gujarat.

12. Jurisdiction

The courts at Gandhinagar shall have the exclusive jurisdiction to try all disputes, if any, arising out of this contract between the parties.

13. Applicable Law

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

SECTION – IX

(A) CONTRACT AGREEMENT

Contract No. _____

Dated _____

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

1. Name & address of the Service Provider _____
2. SAI's Bidding Document No. _____ dated _____ and subsequent Amendment No. _____, dated _____ (if any), issued by SAI.
3. Service Provider's Bid No. _____ dated _____ and subsequent communication(s) No. _____ dated _____ (if any), exchanged between the contractor and SAI in connection with this Bid.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this Contract:
 1. General Conditions of Contract;
 2. Price Schedule(s) furnished by the supplier in its Bid;
 3. SAI's Notification of Award
5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

(i) Brief particulars of the goods which shall be provided are as under:

Schedule No.	Brief description of services	Accounting unit	Unit Price	Total price

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

Total value (in figure) _____ (In words) _____

(ii) Details of Performance Security:

**(Signature, name and address
of the SAI's authorised official)**
For and on behalf of Regional Director I/c
Sports Authority of India

Received and accepted this Contract

[*Signature with date, name and designation*]

for and on behalf of Messrs _____

[*Name & address of the Bidder*]

(Seal of the *Contractor/Service Provider*)

Date: _____

Place: _____

SECTION – IX

(B) BANK GUARANTEE FORM FOR BID SECURITY

Whereas _____ (hereinafter called the "Bidder") has submitted its quotation dated _____ for the contract of _____ (hereinafter called the "Bid") against the SAI's Bid Reference No. _____ Know all persons by these presents that we _____ of _____ (Hereinafter called the "Bank") having our registered office at _____ are bound unto Sports Authority of India (hereinafter called SAI) in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____. The conditions of this obligation are:

(1) If the Bidder withdraws or amends, breaches the terms and conditions of the tender document, impairs or derogates from the Bid in any respect within the period of validity of this Bid.

(2) If the Bidder having been notified of the acceptance of his Bid by SAI during the period of its validity: -

a. Fails or refuses to furnish the performance security for the due Performance of the contract.

OR

b. Fails or refuses to accept/execute the Contract.

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

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

(Signature of the authorised officer of the Bank)

Name and designation of the officer

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

SECTION – IX

(C) BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To,

Regional Director I/c
Sports Authority of India,
Sector 15, Netaji Subhash Western Centre
Gandhinagar, Gujarat- 382016

WHEREAS _____ (Name and Address of the contractor) (Hereinafter called “the contractor”) has undertaken, in pursuance of contract no _____ dated _____ for (description of services) (herein after called “the contract”). AND WHEREAS it has been stipulated by you in the said contract that the contractor shall furnish you with a bank guarantee from a scheduled nationalised commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the contractor such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, up to a total of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to ----- days beyond the date of expiry of contract period as per RFP.

(Signature with date of the authorized officer of the Bank)

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.....

Name and designation of the officer

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