



SPORTS AUTHORITY OF INDIA
National Centre of Excellence
Indira Gandhi Sports Complex
Indra Prastha Estate, New Delhi - 110002

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Date : 04/11/2020

E-Bidding Document
For
Procurement of Dairy Products

AT
SPORTS AUTHORITY OF INDIA

Indira Gandhi Sports Complex, Indra Prastha Estate

New Delhi - 110002

Bid Reference No: SAI/IGSC//Admn./Mess/75/2019-20

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DISCLAIMER

This RFP is being issued by Sports Authority of India (SAI) for procurement of Dairy Products Items for in House Mess at Sports Hostel, IGSC on such terms and conditions and technical specifications as set out in this RFP document.

It is hereby clarified that this RFP is not an Agreement and is not an offer or invitation by SAI to any party hereunder. The purpose of this RFP is to provide the bidder (s) with information to assist in the formulation of their proposal submission. This RFP document does not purport to contain all the information bidders may require. This RFP document may not be appropriate for all persons and it is not possible for SAI to consider particular needs of each bidder. Each bidder should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. SAI and their advisor make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations or otherwise as to the accuracy, reliability or completeness of the RFP document.

SAI in their absolute discretion, but without being under any obligation to do so, may update, amend or supplement the information in this RFP document.

PART -1
BIDDING PROCEDURE



SPORTS AUTHORITY OF INDIA

**Indira Gandhi Sports Complex
Indra Prastha Estate, New Delhi - 110002
Telephonfe: +91-11-23392536**

**Section-I
INVITATION FOR BID (IFB)**

Website: [http:// www.sportsauthorityofindia.nic.in/](http://www.sportsauthorityofindia.nic.in/) <http://eprocure.gov.in/eprocure/app>

Bid Reference no: SAI/IGSC/Admn./Mess/75/2019-20

Sports Authority of India (SAI), through its Regional Director (Stadia) for and on behalf of Director General, SAI invites online Bids (**Manual bids shall not be accepted**) on two bid system for supply of **Dairy Products** for mess at Indira Gandhi Sports Complex, Indra Prastha Estate, New Delhi – 110002.

S. No.	Brief Description of work	Amount of Bid Security/EMD (in Rs.)
1.	Dairy Products	84,000/-

Payments:

Scanned copy of Bid Security is to be uploaded online and Hard Copy of samemust be sent to the **Sports Authority of India (SAI), Indira Gandhi Sports Complex, Indra Prastha Estate, New Delhi -110002** on or before bid submission Date & time as mentioned in Critical Date Sheet.

CRITICAL DATE SHEET

Description	Date	Time
Published Date	04.11.2020	14:00 hrs
Bid Document Download	04.11.2020	14:30 hrs
Pre Bid Meeting	10.11.2020	16:00 hrs
Bid Submission Start Date	12.11.2020	14:00 hrs
Bid Submission End Date	25.11.2020	16:00 hrs
Bid Validity Period	90 Days from date of opening of bid	
Opening of Bid	26.11.2020	17:00 hrs
Bid Security	INR 84,000/-	
Performance Security	2% of Total Financial Bid (Estimated Contract Value)	
Evaluation of the Technical Proposal	To be informed later	
Opening of the Financial Proposal	To be informed later	
Declaration of Short listed Firms	To be informed later	
Contact Person	Administrator, IGSC	
Alternate Contact Person	Administrator, IGSC	
Proposal submission	Under two bid submission (Technical & Financial)	
Letter of Award (LoA)	To be notified later	
Signing of Agreement	Within 15 days of LoA	

1. Bidder may also download the Bidding Document from the website www.sportsauthorityofindia.nic.in and CPP Portal of Govt. of India i.e. <http://eprocure.gov.in/eprocure/app>. Bidders shall ensure that their Bids, complete in all respect should be uploaded online before the closing date and time as indicated in the critical date sheet above on CPP Portal <http://eprocure.gov.in/eprocure/app>.
2. **Bids shall be submitted online** only at CPPP website <http://eprocure.gov.in/eprocure/app>. Bidders are advised to follow the instructions provided in the `Instruction to the Bidders for e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>.
3. Bidder who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <http://eprocure.gov.in/eprocure/app> and SAI website www.sportsauthorityofindia.nic.in shall not tamper / modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered / modified in any manner, tender will be completely rejected.
4. Intending bidders are advised to visit again CPP website www.eprocure.gov.in and SAI website www.sportsauthorityofindia.nic.in at least 3 days prior to closing date of submission of tenders for any corrigendum / addendum / amendment.
5. EMD must be paid in accordance with clause 18 of ITB Section II (A)

-sd-
Regional Director (Stadia)

SECTION – II (A)
INSTRUCTION TO BIDDERS (ITB)
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SECTION – II (A)

INSTRUCTIONS TO BIDDERS (ITB)

A. PREAMBLE

1. Definitions & Abbreviations

- (i) The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:
- (ii) Definitions:
 - a. “SAI” means the organization procuring services as incorporated in the Tender Enquiry documents i.e., Sports Authority of India, New Delhi
 - c. “Tender” means bids/quotations/Tender received from a Firm/Bidder.
 - d. “Bidder” means bidder/the individual or firm submitting bids/Quotations/Tender.
 - e. “Service provider” means the individuals or the firm providing services as incorporated in the contract.
 - f. “Services” means the services as incorporated in the scope of work
 - g. “Earnest Money Deposit” (EMD) means Bid Security/monetary or financial guarantee to be furnished by a bidder along with its tender.
 - h. “Contract” means the written agreement entered into between the SAI and Service provider, together with all the documents mentioned therein and including all attachments, annexure etc., therein.
 - i. “Performance Security” means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
 - j. “Specification” means the document/standard that prescribes the requirement with which service has to confirm.
 - k. “Inspection” means activities such as measuring, examining, testing, gauging one or more characteristics of service and comparing the same with the specified requirement to determine conformity.
 - l. “Day” means calendar day.
- iii) Abbreviation:-
 - a. “TE Document” means Tender Enquiry Document
 - b. “NIT” means Notice Inviting Tenders
 - c. “ITB” means Instruction to Tenders
 - d. “GCC” means General Conditions of Contract
 - e. “BG” means Bank Guarantee

2. Introduction

- (i) The Bidding Documents is for Procurement of Dairy Products as mentioned in section-V- “Scope of Work”.
- (ii) This section (Section – II “Instruction to Bidders”) provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids. It also includes the mode and procedure to be adopted by the 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.

3. Language of Bid

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

4. 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 not be responsible or liable for any such cost, expenditure etc. regardless of the conductor outcome of the tendering process.

5. 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 SAI shall not entertain any request from the bidders.

B. BIDDING DOCUMENTS

6. Content of Bidding Documents

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

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	Special Conditions of Contract
Section VIII	Contract Forms

7. Amendments to Bidding Documents

- i) At any time prior to the deadline for submission of bid, the SAI may, for any reason whether on 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.

8. Modifications/withdrawal of bids

The bidder, shall not withdraw, impair, add, amend, modify its bid after the prescribed Bid submission end date and time i.e. during the Bid Validity Period, for any reasons whatsoever. In the event the Bidder withdraws amends/modifies/withdraws its Bid after the above referred prescribed date and time, SAI shall be entitled to forfeit the Bid Security besides other remedies as may be available to SAI under the Tender Documents and/or law.

9(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. SAI will respond in writing to such request provided the same is received (by the SAI) not later than **12.11.2020 up to 14:30 hrs.**
- (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.

9(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 Schedule of Requirements 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 tender 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/SAI, the tender Document shall be frozen as per the details provided, 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.

10. Bid format

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

C. PREPARATION OF BIDS

11. Documents Comprising the Bid

The two bid system, i.e. “**Technical Bid**” and “**Financial Bid**” as detailed in Clause 12 and 13 of ITB, prepared by the bidder shall comprise of the following:-

12. Technical Bid:

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

- a. Bid Security: Bid Security is to be furnished in accordance with **Clause 18 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.
- b. Self-attested ID proof, address proof, Pan Card and a recent passport size colored photograph of authorized representative.
- c. 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.
- d. Documents mentioned in the prequalification criteria as per Section III (A).
 - e. Three years experience of supply of similar items (Attach documentary proof).
 - f. National Electronic Fund Transfer (NEFT Form) as per Section IV- (E) for payment in Indian Rupee.
 - g. Certificate of Chartered Accountant showing annual turnover of **INR 42.00 lacs per annum** for the last three financial years (2017-18, 2018-19 & 2019-20). Copies of Balance Sheet, Profit and Loss Account statement etc **need not** be enclosed.
 - h. Income Tax returns filed for the last three Financial Years (2017-18, 2018-19 & 2019-20).
 - i. Goods & Services Tax Certificate.
 - j. Solvency certificate of Rs.42.00 lacs verified by his Banker
 - k. Valid PAN
 - l. **Shop Act or/NSIC/MSME** Certificate
 - m. Any other licenses as may be required for supply of Dairy Products.
 - n. Affidavit regarding non blacklisting on Rs. 100/-Stamp Paper

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.***

13. Financial Bid:

This should be uploaded online in the prescribed **BoQ format** in MS Office (Excel) through CPP portal.

- 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).

Note: The financial bid should be uploaded only in BOQ format.

14. Bid Prices

- I. The Bidder shall quote the price as per the Price Schedule given in BoQ in Indian Rupees Only.
- II. Tenders, where prices are quoted in any other way shall be treated as non-responsive and rejected.
- III. The Bidder shall indicate on the Schedule provided under **BoQ** all the specified components of prices shown therein. All the columns shown in the price schedule should be filled up as required.

15. 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.

16. Alternate Bids: Alternative Bids are not allowed.

17. Documents establishing bidder's eligibility and qualifications

- I. 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.
- II. Documentary Evidence needed to establish the bidder's qualifications

18. Bid Security/Earnest Money Deposit (EMD)

- I. The bidder should furnish an EMD for an amount of Rs. 84,000/- (**Rupees Eighty Four Thousand only**). The Bid Security is required to protect the SAI against the risk of the bidder's unwarranted conduct. This EMD should be submitted in sealed envelope super -scribed as EMD & Tender No. SAI/IGSC/Admn./Mess/75/2019-20 on or before last date & time of submission of bids. Non submission of Bid Security will be considered as major deviation and bid will not be considered. In the event

of the awardee bidder backing out, EMD of that bidder will be forfeited.

- II. The Bid Security shall be furnished in one of the following forms:
 - a) Demand Draft
 - b) Fixed Deposit Receipt (FDR)
 - c) Banker's cheque/ Pay order
 - d) Bank Guarantee from any of the commercial banks (as per the format at **Section IV-C)**
- III. 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. **Also, it should cover the items tendered to get EMD exemption.**

Note: This tender is for Supply of Dairy Product Items. If bidder avails EMD exemption, the bidder must ensure that NIC code or product category allotted to them in MSME/other certificates is aligned with supply of Dairy Product Items. In case it mismatches, the bidder has to submit EMD.

In case of mismatch of NIC code/Product category and tender requirement, the bids will be rejected.
- IV. The Demand Draft, Banker's Cheque or Bank Guarantee shall be drawn on any Commercial Bank in India, in favor of the **"Secretary, Sports Authority of India", Payable at "New Delhi"**. 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 a period of forty-five (45) days beyond the validity period of the bid. The bid validity is valid for 90 days from opening of the bid, therefore the Bid Security shall be valid for 135 (One hundred and thirty five) 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. **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 performance Security within a period of 15 days of the receipt of the award letter. The security so deposited with Sports Authority of India, East Block, Jawaharlal Nehru Stadium, Lodhi Road, New Delhi -110003 shall not carry any interest
 - b) Execution of the agreement on Rs.100/- (Rupees hundred only) on non-judicial Paper within the stipulated period on receipt to of award letter.
 - c) To undertake the work from the specified date mentioned in the award letter.
- VIII. 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. The hard and original copy of Bid security should

reach SAI by or before the Bid end Submission date.

- IX. **Scanned copy of Bid Security is to be uploaded online** and Hard Copy of should reach to the office of the **Administrator, Indira Gandhi Sports Complex, Indra Prastha Estate, New Delhi -110002** on or before last date of & time of bid submission as mentioned in Critical Date Sheet

19. 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. The bidders' consent to extend the validity of their bids up to a period as specified by SAI. 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.

20. 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 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 initiated by the person(s) signing the tender.

D. SUBMISSION OF BIDS

21. Submission of Bids

- I. Bids should be submitted **online** as per the instructions given for online submission under **Section II (B)**.
- II. 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.
- III. Submission of more than one bid by the same bidder shall entail him for disqualification from participating in the bid process.

E. BID OPENING

22. 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 readout.

F. SCRUTINY AND EVALUATION OF BIDS

23. 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.

24. Scrutiny of Tenders

- i) 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 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 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 fulfilled.
 - b) Tender is unsigned.
 - c) Tender validity is shorter than the required period.
 - d) Required EMD/Bid Security (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.

25. Minor infirmity/irregularity/Non-conformity

If during the preliminary examination, the SAI finds any minor infirmity and/ or irregularity and/ or non-conformity in a tender, the SAI may convey its observation on such issue to the bidder by registered / speed post/e-mail etc. and may in its direction provide the bidder an opportunity to response by a specified date. If the bidder does not reply appropriately 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/rejected.

26. 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 unit price, 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/rejected.

27. Qualification Criteria

Bids of the Bidders, who do not meet the required Qualification Criteria prescribed in **Clause 12 & 13 of Section II A** read with **Section III (A)**, will be treated as non - responsive and will be rejected.

28. Comparison of Bids and Award Criteria

- I. The Contract shall be awarded to the responsive Bidder(s) who **has quoted lowest overall cost** 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.

29. 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.

G. AWARD OF CONTRACT

30. 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).

31. Notification of Award

- I. 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 **07(Seven) 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 2 under Section VI.
- II. The details of award of work and name of the successful bidder shall be mentioned on the CPP.
- III. Notification of Award shall constitute the conclusion of the Contract.

32. Issue of Contract

- I. Promptly after notification of award, the SAI will mail the Contract Agreement as per Section VIII (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 **07 (Seven) days** from the date of issue of the contract.
- III. The SAI reserve the right to issue the Notification of Award consignee wise.

33. 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.

34. 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 2 of Section VI shall constitute sufficient ground for annulment of the award and forfeiture of bid security.

35. 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.

36. Disqualification

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

37. 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.

38. 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.

39. 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.

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

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

SECTION – 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 (DSC). The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in//eprocure/app>.

2. REGISTRATION

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

3. SEARCHING FOR TENDER DOCUMENTS

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

4. PREPARATION OF BIDS

- (i) Bidder should take into account corrigendum published on the tender document before submitting their bids.
- (ii) Bidders should 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 attest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.**
- (v) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission on the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- (vi) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is

subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- (vii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (viii) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.
- (ix) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- (x) The tenders will be received online through portal [http:// eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app) . In the Technical Bids, the bidders are required to upload all the documents in **pdf format & Financial Bid to upload in BoQ format (MS Excel)**. **All bids (Both Technical and Financial should be submitted in the E-procurement portal)**.
- (xi) Failure in case of uploading of documents due to any technical reasons SAI shall not be responsible. Bidders are therefore advised to upload the tender well before the last date of submission.

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 30722232.

SECTION – III

(A) QUALIFICATION CRITERIA

Bid Reference No: SAI/IGSC/Admn./Mess/75/2019-20

Dated: 03.11.2020

The bidder must satisfy the following eligibility criteria

Sl. 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. 42.00 lacs in last three financial years viz 2017-18, 2018-19 & 2019-20	Chartered Account Certificate that provides the information explicitly as per the criteria. Chartered Account Certificate is mandatory. Providing Balance Sheet or Financial Statements is not sufficient for this requirement.
3.	The bidder must have completed satisfactorily one order for supply of Dairy Products for mess at least 80% of the estimated cost. Or At least two orders each of value not less than 60% of estimated cost. Or At least three orders each of value not less than 40% of estimated cost in the last seven years to government departments/autonomous bodies/PSUs/	The requisite order (s) along with satisfactory completion certificates issued by relevant authority not less than the rank of Section Officer.
4.	The bidders should not have been debarred/blacklisted by any state/central government/PSUs	Enclose blacklisting declaration in the format given in Section IV (I)
5.	The bidder should have a valid GST No. or should have registered under GST.	Enclose copy of GST registration certificate.
6.	The bidder should have all relevant licenses (production/sale) issued by concerned authority	Enclose copy of all licenses
7.	Bid security	As defined in the clause no 18 of section II (A) of tender Document

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 by (full address)	Order number & date	Order placed on	Description & quantity of services	Value of order	Date of completion of contact		Remarks indicating reasons for delay if any	Are the services provided satisfactorily?
					As per contract	Actual		
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 12 & 13 of section II (ITB) of the tender documents.
4. The Contract shall be awarded to the responsive Bidder(s) who has quoted lowest overall cost (as detailed in section VI –D of price schedule form) 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).**

SECTION – IV
(A) BID SUBMISSIONFORM

Date.....

To

Regional Director (Stadia)
Sports Authority of India
Jawaharlal Nehru Stadium
New Delhi-110003

Ref: Your Bidding Document No.dated_____

1. We, the undersigned have examined the above mentioned Bidding Document, including amendment/corrigendum No._____ dated_____ (if any), the receipt of which is hereby confirmed. We now offer to supply of Dairy Products conformity with your above referred 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 Bid is accepted, we shall provide you with a Performance Security of required amount in an acceptable form in terms of GCC Clause 2, in Section – VI for due performance of the Contract.
3. We agree to keep our Bid valid for acceptance for **90 (Ninety) 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.
4. We agree to all terms & conditions of General Conditions of Contract as per Section VI.
5. We further understand that you are not bound to accept the lowest or any Bid you may receive against your above-referred Bid Reference.
6. We confirm that we are competent to Contract and we do not standderegistered/banned/blacklisted by any Govt. Authorities.
7. We confirm that we fully agree to the terms and conditions specified in above mentioned Bidding Document, including amendment/corrigendum if any.

[Signature with date, name and designation] Duly authorized to sign Bid for and
onbehalf of Messrs_____

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

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

IN WITNESS WHERE OF WE, _____ THE ABOVE NAMED PRINCIPALS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF 20-----For _____

(Signature)

(Name, Title, and Address) Witnesses:

- 1.
- 2.

Accepted (Notarized)(Signature)

(Name, Title and Address of the Attorney)

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

To

Regional Director (Stadia)
Sports Authority of India
Jawaharlal Nehru Stadium
New Delhi-110003

[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: Secretary, Sports Authority of India, East Block, Jawaharlal Nehru Stadium, Lodhi Road,
New Delhi – 110003

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee Number]

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

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

At the request of the 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]

SECTION – IV (D)

PRICE SCHEDULE FORM

BOQ (Bill of Quantity)/Price BID

Please refer BOQ

Tables: SHCEDULE OF REQUIREMENT & TECHNICAL SPECIFICATION

S.No.	Description of Items	Total Annual Quantity	Units
1.	MILK TONED (AMUL/MOTHER DAIRY)	48000	Litres
2.	MILK FULL CREAM (AMUL/MOTHER DAIRY)	600	Litres
3.	BUTTER NUTRELA (AMUL/MOTHER DAIRY)	520	Kgs
4.	COOKING CREAM (AMUL)	60	Litres
5.	PANEER	3800	Kgs
6.	KHOYA	20	Kgs
7.	CHEESE SLICE (BRITANNIA)	130	Kgs
8.	MAYONAISE (DEL MONTE)	80	Kgs
9.	BREAD BROWN 400GM (BONN/HARVEST)	7800	Packets
10.	GARLIC BREAD (BONN/HARVEST)	300	Packets
11.	MULTI GRAIN BREAD (BONN/HARVEST)	600	Packets
12.	MUFFIN	5000	Pcs
13.	CURD (MOTHER DAIRY/PARAS)	3600	Kgs
14.	Ice-Cream (60 ml) (AMUL/MOTHER DAIRY)	48000	pcs

Note:

- i. Bidder should quote prices (in BOQ Document) for all items listed above
- ii. All items should be branded as applicable.
- iii. The purchaser reserves the right to purchase all items or some items without assigning any reason.
- iv. The above list of item/ment is tentative, the purchaser can increase & decrease as per requirement.

(SIGNATURE OF THE TENDERER WITH SEAL)

*Items mentioned also are illustrative in nature. The same can be modified according to the need of concern Regional Centre.

SECTION – IV

(E) NEFT MANDATEFORM

From: M/s.....

Date:.....

To,

Regional Director (Stadia)
Sports Authority of India
Jawaharlal Nehru Stadium
New Delhi-110003

Sub: NEFT PAYMENTS

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

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATAE FORM

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

[Signature with date, name and designation]

For and on behalf of Messrs _____

[Name & address of the manufacturers]

Confirmed by Bank

Enclosed a copy of Crossed Cheque

SECTION – IV

(F) LETTER OF AUTHORISATION FOR ATTENDING BID OPENING MEETING

Tender No. SAI/IGSC/Admn/Mess/75/2019-20

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

Following persons are hereby authorised to attend the bid opening for the tender mentioned above on behalf of _____ (bidder) in order of preference given below.

Order of Preference	Name	Specimen Signature
1.		
2.		

Alternate Representative Signatures

of bidder

Or

Officer authorized to sign the bid documents on behalf of the bidder.

Note:

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

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 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 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 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
(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 payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law etc. 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 the bidder)

NAME & ADDRESS OF THE
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, clean, edible, hygienic and best quality branded Dairy Products at Sports Authority of India (SAI), Indira Gandhi Sports Complex, Indra Prastha Estate, New Delhi -110002
2. To arrange for supply of best quality branded Dairy Products as required at the site by the contractor at his own cost.
 - 2.1 In the case of failure to supply, short supply or sub-standard supply 'risk purchase' will be made by the SAI at the risk and cost of the contractor out of the Security Deposit of the said Contractor (this includes the difference of tender rate and risk purchase plus incidental charges).
 - 2.2 **Schedule of Requirements:** As per price schedule form at page no 30.
 - 2.3 **Delivery Period:** The Contractor must be able to supply the fresh provisions at very short notices. The fresh provisions supplied by the contractors should be in good condition and in correct quantity & best quality. Failure, to abide by the contractual obligation will lead to the cancellation of contract and forfeiture of Performance Security/earnest deposit and second lowest will be awarded the contract.
 - 2.4 **Quality:** Packed and reputed brand (where ever applicable). The entire product should be within safe period of expiry period.
 - 2.5 **Consignee details:** Items to be delivered at Indira Gandhi Sports Complex, Indra Prastha Estate, New Delhi -110002.

PART - 3

CONTRACT

SECTION – VI

GENERAL CONDITIONS OF CONTRACT (GCC)

1. The contract will be valid 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. **Performance Security**
 - a. The successful bidder shall furnish **performance Security** to the SAI for an amount equal to **Five Percent (5%)** of the total value of letter of award/supply order of contract value in the form of Account Payee Demand Draft/Cheque/Bank Guarantee from a Commercial Bank drawn in favour of **“Secretary, Sports Authority of India”, Payable at “New Delhi”**. The performance security has to be given within **07 (Seven) days of Notification of Award**. The Security Deposit will cover entire period of the contract and will be released/or valid after/up to **3 month** from the date of conclusion of contract subject to any deductions on any account whatsoever.
 - b. The performance security deposited with SAI will be interest free. SAI will release performance security without any interest to the supplier on completion of the Bidders contractual obligations
3. In case of any dispute between the successful bidder and its employee, Sports Authority of India, 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.
4. The successful bidder will have to provide Dairy Products products at Sports Authority of India, Indira Gandhi Sports Complex, Indra Prastha Estate, New Delhi -110002 as per items and Rate as given in **Price Schedule Form/BOQ of Financial Bid document to this TenderDocument**.
5. 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 Regional Director (Stadia), Sports Authority of India. Repeated fault may result in forfeiture of part or whole of Security Money and even termination of the contract.
6. Goods shall be delivered by the supplier in accordance with terms of delivery specified in the contract/purchase/supply order.
7. The price quoted by the Tenderer (Incl. tax) shall remain firm for a period of 12 months from the date of our acceptance of your tender except in the case of items of MRP and no increase in price of other items whatsoever will be allowed irrespective of the change in our requirement.
8. The successful bidder will have to execute an Agreement for the performance of the contract on non-judicial stamp paper worth Rs.100/- (Rupees hundred only) with in the stipulated period on receipt to of award letter.
9. The Supplier undertakes that he has not supplied/ is not supplying similar products/ items to any Department of Govt. Of India i.e. Central Government/ State Government, Statutory Undertakings of Central/ State Governments/ Local Bodies etc. and as well as

to private Purchaser, domestic or foreign at a price lower than that offered in the present bid.

10. If it is found at any stage that similar product/systems or sub systems was supplied by the Supplier to any of the above Organizations as well as to private Purchaser, domestic or foreign, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Supplier to the Purchaser, if the ment/goods has already been supplied.
11. The successful bidder will ensure compliance of all the relevant provisions of the Laws / terms of contract.
12. Sports Authority of India, Indira Gandhi Sports Complex 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, contract/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.
13. The successful bidder will submit bill in triplicate on 5th of each month along with challans separately to the Regional Director (Stadia), Sports Authority of India, Indira Gandhi Sports Complex, Indra Prastha Estate, New Delhi -110002 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 15 days from the receipt of the bill.
14. 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.
15. The successful bidder shall be responsible for ensuring the safety of the Sports Authority of India, Indira Gandhi Sports Complex and his own employees. In case of any injury to any Sports Authority of India employees/persons or damages caused to the property of Indira Gandhi Sports Complex, New Delhi-110002, as a 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.
16. 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.
17. Any violation of instructions / agreement or suppression of facts will attract cancellation of agreement without any reference.
18. 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.
19. 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.
20. The Contractor will be held wholly responsible for any action taken by statutory bodies for violation /non – compilation of any such provision/rule.

21. 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.
22. **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).
23. **Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders:**
- SAI will take into account also the additional factors, if any, incorporated in tender document in the manner and to the extent indicated therein
- a) Further to Section II- A (F) Scrutiny & Evaluation of Bids above, the purchaser's evaluation of a tender will include and take into account 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.
 - i) 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 25% of the total tendered value. In case there are more than one such eligible MSE, the 25% 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 Centers 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 as amended by Order No.P-45021/2/2017-B.E.-II hereby issues revised 'Public Procurement (Preference to make in India), order2017' dated 04.06.2020 shall be applicable to the bidding process and award of the contract shall be done accordingly. In this connection, the minimum local content 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 & 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.
24. 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.
25. 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 as amended. 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 Director General, SAI, Jawaharlal Nehru Stadium, Lodhi Road, New Delhi -110003. The award of the arbitrator will be final and binding on the parties to the Contract.
26. **Venue of Arbitration:** The venue of arbitration shall be the place from where the Contract has been issued i.e. New Delhi. The procedure and fee of the Arbitrator shall be in terms of applicable policies of SAI.
27. The Court of Judicature at New Delhi will have the exclusive jurisdiction to try the disputes.
28. The Contract shall be governed by and interpreted in accordance with laws of India for the time being in force.
29. These are only proposed draft, terms & conditions and can be modified/changed or added at the time of finalization and signing the agreement.

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: SPECIAL CONDITIONS OF CONTRACT

The Bidder is required to give confirmation of their acceptance of Special Conditions of the contract mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. Order Repeat Order Clause: - This unit can order upto 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. You are required to confirm acceptance of this clause. It will be entirely the discretion of this unit to place the repeat order or not.
2. Payment Terms for Indigenous Sellers: 100% payment on delivery and acceptance by the user
3. Advance Payments:- No advance payment to be made
4. Risk & Expense clause: Whenever the contractor fails to meet a demand duly placed on him either by NOT tendering any quantity or by tendering quantities short of the total demand, urgent action has to be taken to make good the deficiency at the expense of the contractor under the term of the contract. This may be affected by making risk purchases or by issue of authorized substitutes.
5. Force Majeure clause:-
 - (a) Neither party shall bear responsibility for the complete or partial non performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non- performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
 - (b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
 - (c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form to the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
 - (d) Certificate of a Chamber of Commerce (Commerce and Industry) or other-competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
 - (e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

6. Packing & Marking

The packing for the items to be provided by the Supplier should be strong and durable enough to withstand transit hazards, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the items and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the tender enquiry document/letter of award. The rates quoted by the Supplier are inclusive of charges for packing, shipping, carriage, insurance and delivery of the goods to the sites and any other duties and/or levies etc.

7. Quality Assurance:-

- (a) Physical Verification of items by the committee: The buyer reserves the right to modify the committee constituted for verification of items under this contract.
- (b) The item should be of the latest manufacture, conforming to the current production standards and having 100% defined life at the time of delivery.
- (c) The items supplied under this Tender Enquiry Document shall conform to the standards prescribed in the Technical Specifications given in Section IV of the bid document.

8. Inspection Authority:- Regional Director (Stadia)/Administrator, Indira Gandhi Sports Complex or his/her representatives.

- i. The Purchaser and/ or its nominated representative(s) may inspect and/ or test the ordered items to confirm their conformity to the contractual specifications incorporated in the tender enquiry document. The Purchaser shall inform the Supplier in advance, in writing, its Programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging of Purchaser and/ or its nominated representative(s) will be borne by the Purchaser and/or its nominated representative(s).
- ii. For such inspections and tests which are conducted in the premises of the supplier, all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the Purchaser's Inspector at no charge to the Purchaser.
- iii. If during such inspections and tests the contracted items fail to conform to the required specifications and standards, the Purchaser's Inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the Purchaser and resubmit the same to the Purchaser's inspector for conducting the inspections and tests again.

9. Claims:- The following Claims clause will form part of the contract placed on successful Bidder

- i. The claims may be presented either:
 - a. on quantity of the stores, where the quantity does not correspond to the

- quantity shown in the Packing List/Insufficiency in packing, or
- b. on quality of the stores, where quality does not correspond to the quality mentioned in the contract.
- ii. The quantity claims for deficiency of quantity shall be presented immediately on completion of Inspection and acceptance of goods.
 - iii. The quality claims for defects or deficiencies in quality noticed during the Inspection report shall be presented immediately on completion of Inspection and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during expiry period earliest. The quality claims shall be submitted to the Seller.
 - iv. The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the replaced goods at the same location without incumbrances addition cost under Seller's arrangement.
 - v. The quality claims will be raised solely by the Buyer and without any certification/ countersign nature by the Seller's representative stationed in India.
10. Special conditions/instruction
- i. The Contractor must be able to supply the fresh provisions at very short notices. The fresh provisions supplied by the contractors should be in good conditions and in correct quantity and quality. Failure, to abide by the contractual obligation will lead to the cancellation of contract and forfeiture of earnest deposit and second lowest will be awarded the contract.
 - ii. The Contractor has to supply the fresh provisions to Sports Authority of India, Indira Gandhi Sports Complex after inspection of Consignee. No extra money will be paid for packing, delivery charges and any other charges. Items must be supplied to the Indira Gandhi Sports Complex as per delivery schedule. The bill of provisions will be made within 01 months on receipt of items.
 - iii. The contract on a stamp paper will be signed with only lowest overall bidder.
 - iv. It is also mentioned that the requirement may decrease or increase owing to SAI operational reasons.
 - v. Items available in the market, quoted in tender, when demanded are to be invariably supplied by the contractor.
 - vi. Delay in supply of scheduled time will be considered as not supplied and will be purchased and supplied by this office under contractor's own expenses to meet operational requirements to avoid time delay. No further claim will be entertained in this matter.
 - vii. The details and mode of transport used by supplier for delivering fresh provisions which may have to be issued with gate pass for entry in to SAI.
 - viii. Load of cost for items "Not Quoted":-The bidder is to quote for all the items mentioned in the Schedule of Requirement (SOR). In case a bidder fails to quote for certain items, their bid will be loaded by the amount quoted by the highest bidder for that particular items and loading will be considered for determining the L-1. The SAI reserve the right to determine the qualification of firm on this account.
 - ix. Once quoted, rate and amount of items will not be changed till completion of the contract, decision of the tender opening committee will be final and no changes will be accepted thereafter.

- x. Supply of Dairy Products will be affected from the date mentioned in the contract agreement.
- xi. Payment will be made monthly on receipt of original bill, which shall to be handed over to SAI office by last day of the month or by first week of next month for raising of contingent bill.

SECTION – VIII(A)

Contract Agreement

Sports Authority of India (SAI)

Contract No. _____

Dated _____

This is in continuation to this office's Notification of No. SAI/IGSC/Mess/Dairy Products/007 dated..... Award of Rate Contract

1. Name&addressoftheServiceprovider _____
2. _____ Bidding Document No _____ dated _____ and _____ subsequent Amendment No _____, dated _____ (if any), issued by the SAI.
3. _____ Service provider's Bid No _____ dated _____ and _____ subsequent communication(s) No _____ dated _____ (if any), exchanged between the supplier and the purchaser in connection with this Bid.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this Rate Contract:
 - (i) General Conditions of Contract;
 - (ii) Technical Specifications;
 - (iii) Bid Form furnished by the supplier;
 - (iv) Price Schedule(s) furnished by the supplier in its Bid;
 - (v) SAI's Notification of Award 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 upto:
- (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 Regional Director, Sports
Authority of India Received and accepted this
Contract

[Signature with date, name and designation]

For and on behalf of Messer's _____

[Name & address of the service provider]

(seal of the service provider)

Date: _____

Place: _____

SECTION – VIII (B)

CHECKLIST

Name of Bidder:

Name of Manufacturer

Sl.NO.	Activity	Yes/No/NA	Page No. in the Document	Remarks
1.a	Have you enclosed EMD of required amount for the quoted schedules?			
1.b	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section IV (C)?			
1.c	In case Bank Guarantee is furnished, have you kept its validity of <u>90</u> 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 year 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 F. Y. 2017-18, 2018-19 & 2019-20			

Sl.NO.	Activity	Yes/No/NA	Page No. in the Document	Remarks
8.	Have you furnished Income Tax Account 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			
10.	Have you fully accepted payment terms as per document?			
11.	Have you furnished conflict of interest certificate as per Section – IV (G) ?			
12.	Have you submitted the certificate of incorporation?			
13.	Have you furnished Average Annual Turnover @ Rs. 42.00 lacs. For last three years prior to the date of Tender opening duly certified by chartered accountant bearing their membership no.			
14.	Have you furnished solvency certificate of Rs. 42.00 Lakh issued by the Nationalized bank or collector?			
15.	Have you submitted declaration on disclosure of code of Integrity as per Section IV (H)?			
16.	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 tender 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 signonbehalf of the bidder)

For and on behalf of

(Name, address and stamp of the tendering firm)

No. P-45021/2/2017-PP (BE-II)
Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)

Udyog Bhawan, New Delhi
Dated: 04th June, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017– Revision; regarding.

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 9(a), 9(b) and 10(b) modified and Para 3A added] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018 and Order No.P-45021/2/2017-B.E.-II dated 29.05.2019, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' dated 04.06.2020 effective with immediate effect.

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Order.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.

.....Contd. p/2

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

3. Eligibility of 'Class-I local supplier' / 'Class-II local supplier' / 'Non-local suppliers' for different types of procurement

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

....Contd. p/3

(b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. **Minimum local content:** The local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local supplier' shall be as defined in the Para "2" of the Order. No change is permissible on this account. However, if any nodal Ministry/ Department finds that for any particular item, pertaining to their nodal ministry/department, the definition of Local Content, as defined in the Order, is not workable/ has limitations, it may notify alternate suitable mechanism for calculation of local content for that particular item.
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
 - a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

- d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
- e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

- d. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.
- e. For the purpose of sub-paragraph 10 d above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

10A. Action for non-compliance of the Provisions of the Order: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11. Assessment of supply base by Nodal Ministries: The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

12. Increase in minimum local content: The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

13. Manufacture under license/ technology collaboration agreements with phased indigenization: While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

14. Powers to grant exemption and to reduce minimum local content: The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or

- c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

16. **Standing Committee:** A standing committee is hereby constituted with the following membership:

Secretary, Department for Promotion of Industry and Internal Trade—Chairman
Secretary, Commerce—Member
Secretary, Ministry of Electronics and Information Technology—Member
Joint Secretary (Public Procurement), Department of Expenditure—Member
Joint Secretary (DPIIT)—Member-Convenor

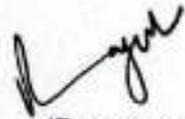
The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

- a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
- b. shall annually assess and periodically monitor compliance with this Order
- c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
- d. may require furnishing of details or returns regarding compliance with this Order and related matters
- e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
- f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
- g. may consider any other issue relating to this Order which may arise.

18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



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