



**SPORTS AUTHORITY OF INDIA
SAI TRAINING CENTRE
BAREILLY (U.P)
PIN-243001**

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Website : www.sportsauthorityofindia.nic.in
Date : 23.07.2020

E-Bidding Document For MESS SERVICES

**AT
SPORTS AUTHORITY OF INDIA
TRAINING CENTRE,
MAJOR DHYANCHAND STADIUM,
CANTT, BAREILLY, (U.P)**

Bid Reference No. : SAI/STC BLY/MESS/TENDER/2020-21

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S. A. I. TRAINING CENTRE
CANTT, BAREILLY (U.P.)**

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PART -1
BIDDINGPROCEDURE

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CANTT. BAREILLY (U.P.)



SAI TRAINING CENTRE,
MAJOR DHYANCHAND STADIUM BAREILLY, CANTT, PIN-243001
Telephone: 0581-2511732 Fax : 0581-2511732

Section I

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

Bid Reference no. SAI/STC/Mess/Bly 2020-21

1. Sports Authority of India (SAI), Training Centre, Major Dhyanchand Stadium Cantt, Bareilly for and on behalf of the Director General, Sports Authority of India invites online Bids (**Manual bids shall not be accepted**) on two bid system for procurement of Mess Services (**i.e. running mess of STC trainees regular basis**) given below:

1	Brief Description of work	Cooking and serving meals-Breakfast (Morning), Lunch, Snacks and Dinner. Procurement of raw material as per specification/Menu available with the bidding documents. Cleaning of utensils, kitchen and serving items. Cleaning of cooking, dining and auxiliary areas etc. Maintenance of the equipments in the kitchen and dining areas. Deployment and supervision of required manpower for the above mentioned job.
2	Bid Reference No.	SAI/STC/Mess/Bly 2020-21
3	Date of issue	23.07.2020
4	Earnest Money	EMD of Rs. 80,000/- (Rupees Eighty thousand only)
5	Estimated Value	Rs. 40,00,000/-
6	Contract Period	The contract period is 12 months from the date of the commencement. At present as per guidelines issued from Government of India, due to Covid-19 all hostels is closed. After issue of further direction from Government of India for opening of the hostels, the contract will be awarded to the successful bidder for a period of 12 months from the date of the commencement.
7	Last Date for Submission	13.08.2020 by 10:00 AM
8	Address for Offline Submission EMD	Scanned copy of Bid Security is to be uploaded online and Hard Copy of same must be sent to the Sports Authority of India (SAI), Training Centre Bareilly (U.P) on or before bid submission Date & time as mentioned in Critical Date Sheet.
9	Date of Opening of Technical bid	14.08.2020 AT 11:00 AM
10	Date of Opening of Financial bid	Will be notified at a later date after completion of technical evaluation.
11	Contact for any queries	stcsaibly@yahoo.in

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CRITICAL DATE SHEET

Uploading/Publication of Tender Documents	23.07.2020
Downloading of Bid Documents	24.07.2020
Cut of Date seeking Clarification	30.07.2020
Pre bid meeting	31.07.2020
Last Date & Time of Submission of Bid	13.08.2020
Opening Date & Time of Technical Bids	14.08.2020
Opening Date & Time of Financial Bids	Will be intimated later

2. Bidder may also download the Bidding Documents from the website www.sportsauthorityofindia.nic.in and CPP Portal of Govt. of India i.e. <http://eprocure.gov.in/eprocure/app>. Bidders shall ensure that their Bids, complete in all respect should be uploaded online before the closing date and time as indicated in the critical date sheet above on CPP Portal <http://eprocure.gov.in/eprocure/app>.
3. Bids shall be submitted online only at CPPP website <http://eprocure.gov.in/eprocure/app>. Bidders are advised to follow the instructions provided in the `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>.
4. 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.
5. 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.

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Centre In-charge
STC Bareilly

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SECTION II - A
INSTRUCTIONS TO BIDDERS (ITB)
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CANTT. BAREILLY (U.P.)

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

1. Definitions and Abbreviations

- i) The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:
- ii) Definitions:
- a. “SAI” means the organization procuring services as incorporated in the Tender Enquiry documents i.e, **Sports Authority of India**.
 - b. “Tender” means bids/quotations/Tender received from a Firm/ Bidder.
 - c. “Bidder” means bidder/the individual or firm submitting bids/Quotations/Tender.
 - d. “Service provider” means the individuals or the firm providing services as incorporated in the contract.
 - e. “Services” means the services as incorporated in the scope of work.
 - f. “Earnest Money Deposit” (EMD) means Bid Security/monetary or financial guarantee to be furnished by a bidder along with its tender.
 - g. “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.
 - h. “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.
 - i. “Specification” means the document/standard that prescribes the requirement with which service has to conform.
 - j. “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.
 - k. “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) This bid document is for procurement of services as mentioned in **Section –V** “Scope of Work”.
- ii) This Section (**Section II**) provides relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by SAI 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 SAI, the bidder should read and examine all the terms and conditions, instructions, specifications etc. contained in the bid document. Failure to provide and/or comply with the required information, instructions etc. incorporated in this bid document, may result in rejection of the bid.

3. Language of Bid

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

4. Tendering Expenses

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

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(b) BIDDING DOCUMENTS

5. Content of Bidding Documents

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

Section II (A)	Instructions to Bidders (ITB)
Section II (B)	Instructions for Online Submission of Bids.
Section III	Qualification Criteria, Performance Statement & Evaluation Criteria
Section IV	Bidding Forms
Section V	Scope of Work
Section VI	General Conditions of Contract
Section VII	Contract Forms

6. Amendment(s) to Bid Document

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

7. Modifications/withdrawal of bids

- (i) The bidder, after submitting the bid, is permitted to submit alterations/modifications to the bid, so long such alterations/ modifications are received duly sealed and marked like original bid, up-to the date and time of submission of bid. Any amendment/modification submitted after the prescribed date and time of receipt of bids is not to be considered.
- (ii) The bidder may modify or withdraw his bid after submission, provided that a written notice of the modification or withdrawal is received by the SAI prior to the deadline prescribed for submission of bids.

8. Clarification of Bid Document

- (i) A bidder requiring any clarification or elucidation on any issue in respect of the bid document may take up the same with the SAI in writing. The SAI will respond in writing to such request provided the same is received (by the SAI) not later than **10 days** prior to the prescribed original date of submission of bid.
- (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. Bid format

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

(c) PREPARATION OF BIDS

10. Documents comprising the bid

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

11. Technical Bid:

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

- (i) Bid Security: Bid Security is to be furnished in accordance with clause 19 of ITB and bid submission as perform at **Section IV (A)**. Alternatively, documentary evidence for claiming exemption, if any, from payment of Earnest Money.
- (ii) Self-attested ID proof, address proof, Pan Card and a recent passport size colored photograph of authorized representative.
- (iii) Certificate of Incorporation, Articles and Memorandum of Association in case of companies/Partnership Deed and Registration of Partnership Firm in case of Firms/Any document proving ownership of proprietary firm.
- (iv) Documents mentioned in the qualification criteria as per **Section III (A)**.
- (v) “Performance Statement” as per perform in **Section III-B** along with relevant copies of orders and end users’ satisfaction certificate.
- (vi) National Electronic Fund Transfer (NEFT Form) as per **Section IV- (F)** for payment in Indian Rupee.
- (vii) Certificate of Chartered Accountant showing annual average turnover of Rs. 40.0 Lakh for the last three financial years viz 2016-17, 2017-18 & 2018-19.

- (viii) Income Tax returns filed for the last three financial years. (Assessment Year 2017-18, 2018-19 & 2019-20).
- (ix) Goods & Services Tax Registration Certificate (GST).
- (x) Valid PAN, ESI, PF registration with codes.
- (xi) Valid license issued by Regional Labor Commissioner
- (xii) Undertaking by the bidder confirming availability of manpower of requisite, experience.
- (xiii) License/ Registration from Food/ Health Department/ FSSAI and other authorities if any to run Canteen/Mess

***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.*

***Note-2:** The bidders shall execute necessary instrument and documents required by SAI in relation to the bidding documents and shall adhere to all notification/amendments as may be issued by the SAI from time to time. All costs (including taxes, stamp duties and registration charges if any shall be borne by the bidders)*

***Note-3:** The Technical bid shall not include any financial information. Such a bid shall be summarily rejected.*

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

(i) The Bidder shall indicate on the Price Schedule provided under Section IV C all the specified components of prices shown therein.

(ii) The authorized signatory of the bidder must sign the bid, duly stamped at appropriate places with initial on all the remaining pages of the bid. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, SAI may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages

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

(iv) It is the responsibility of Bidder to go through the Bidding Document before offering rates as per price schedule.

(V) All pages of the Bid should be page numbered and indexed.

(vi) All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/ RTGS System. Bidders are required to fill and attach the NEFT Mandate Form attached as per Section-IV (E) along with their offers, if not already executed in SAI. Notification of Award will not be issued without NEFT Mandate Form

13. Firm Price

- (i) The License fees quoted by the Bidder shall remain firm and fixed during the currency of the contract.
- (ii) 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.

Alternative Bids are not allowed.

14. Documents establishing bidder's eligibility and qualifications

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

15. Bid Security/Earnest Money Deposit (EMD)

- (i) The bidder shall furnish Bid Security for an amount as shown in the Clause 1 of Section I- IFB. The Bid Security is required to protect the SAI against the risk of the bidder's unwarranted conduct as explained under sub-clause 17 (vi) below. Non submission of Bid Security will be considered as major deviation and bid will not be considered
- (ii) In case, as per notification of Government of India, the bidder falls in the category of exemption of Bid Security, it should furnish the relevant notification along with required documents like valid Registration Certificate etc.
- (iii) The Bid Security shall be furnished in one of the following forms:
 - a) Account Payee Demand Draft
 - b) Fixed Deposit Receipt
 - c) Banker's cheque
 - d) Bank Guarantee from any of the commercial banks (as per the format at **Section IV-D**)
- (iv) The Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee shall be drawn on any Commercial Bank in India, in favour of the "**Manager SAI Training Centre Bareilly**."
- (v) 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 (D)** of the Bid Document.

- (vi) The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. The Bid Security shall be valid for 45 days from the Date of opening of the Technical Bid.
- (vii) Earnest Money is required to protect the SAI against the risk of the bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the SAI. The successful bidder's earnest money will be forfeited without prejudice to other rights of SAI if it fails to furnish the required performance security within the specified period.
- (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.

16. Bid Validity

- (i) The bid shall remain valid for acceptance for a period of **180 days** after the date of bid opening, prescribed in the bid document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.
- (ii) In exceptional circumstances, SAI may request the bidders' consent to extend the validity of their bids up to a specified period. The bidders, who agree to extend the bid validity period are to extend the same in writing. However, they will not be permitted to modify their original bids during the extended bid validity period.
- (iii) In case, the day up to which the bids are to remain valid falls on a holiday or on a day declared as holiday or closed day for the SAI, the bid validity shall automatically be extended up to the next working day.

17. SAI's right to accept any bid and to reject any or all bids.

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

18. Signing of bids

- (i) The bidders shall submit their bids as per the instruction contained in ITB.
- (ii) The original and other copies of the tender shall either be typed or written in indelible ink and the same shall be signed by the bidder or by a person (s) who has been duly authorized to bind the bidder to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the bid.

- (iii) The tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, of any shall be initialed by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialed by the person(s) signing the tender.

(d) SUBMISSION OF BIDS

19. Submission of bids

- (i) Bids should be submitted on line as per the instructions given for online submission under Section II (B).
- (ii) Bids must be received by the SAI not later than the date and time prescribed in the bid document.
- (iii) SAI, at his discretion, may extend the deadline for submission of bids by amending the bid document in accordance with clause 7 of **ITB**. In that case, all rights and obligations of the SAI and the bidders would automatically stand extended.
- (iv) Submission of more than one bid by the same bidder shall entail him for disqualification from participating in the bid process.

(e) BID OPENING

20. 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 displayed prominently in the notice board of the SAI 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 in Para 11 above 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.

(f) SCRUTINY AND EVALUATION OF BIDS

21. 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.

22. Scrutiny of Tenders

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

23. Minor infirmity/irregularity/Non-conformity

If during the preliminary examination, the SAI find any minor infirmity and/ or irregularity and/ or non-conformity in a tender, the SAI will convey its observation on such ‘minor’ issues to the bidder by registered / speed post etc. asking the bidder to response by a specified

date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

24. Discrepancies in Prices

- a) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 31 of ITB.
- b) 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.

25. Qualification Criteria

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

26. Comparison of Bids and Award Criteria

- (i) The Contract shall be awarded to the responsive Bidder(s) who is quoted highest License fees and who meets the laid down Qualification Criteria in the Bid documents.
- (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.

27. 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

28. The SAI's Right to accept any tender and to reject any or all tenders

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

29. Notification of Award

- (i) The bidder whose bid has been accepted will be notified of the award by the SAI prior to the expiry of the bid validity period.
- (ii) Before expiry of the bid validity period, the SAI will notify the successful bidder in writing, by registered / speed post or by fax/ email that its bid for items, which have been selected by the SAI, also briefly indicating there-in, that the essential details like description and prices have been accepted. The successful bidder must furnish to the SAI the required Performance Security within **10 days** from the date of dispatch of this notification, failing which the Bid Security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided under GCC Clause 05 under **Section VI**.
- (iii) The Letter of Award (LoA) will state the sum that the SAI will pay to the successful bidder in consideration of the services to be provided by him.
- (iv) The details of award of work and name of the successful bidder shall be mentioned on the CPPP and also in the notice board/bulletin/website of SAI.
- (v) Notification of Award shall constitute the conclusion of the Contract.

30. Issue of Contract

- (i) Promptly after notification of award, the SAI will mail the Contract Agreement as per **Section VII (A)**, duly completed and signed, in duplicate, to the successful bidder by registered / speed post.
- (ii) The successful bidder shall return the original copy of the contract, duly signed and dated, to the SAI by registered/ speed post within 10 days from the date of Award of the contract.
- (iii) The SAI reserve the right to issue the Notification of Award consignee wise.

31. 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 05 of **Section VI** shall constitute sufficient ground for annulment of the award and forfeiture of bid security.

32. Cancellation of Bid/Contract

The SAI reserves the right to cancel the bid(s)/contract without assigning any reason. Before Annulment of contract, SAI will notify the service bidder giving a notice of 30 days.

33. Disqualification

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

34. 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.

35. Corrupt or fraudulent practices

- (i) It is required by all concerned namely the Service provider/SAI 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 in executing the contract
 - c) The SAI reserves the right not to conclude the contract and in case contract has been issued, terminate the same, if found to be obtained by any misrepresentation, concealment and suppression of material facts by the bidder. In addition, Bid Security/ Performance Security (as the case may be) deposited by the bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment and suppression of material facts shall be initiated.

36. Conflict of Interest among bidders/agents

- (i) 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.

SECTION – II (B)

INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

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

2. REGISTRATION

(i). Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in//eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.

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

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

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

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

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

3. SEARCHING FOR TENDER DOCUMENTS

(i). There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

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

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

4. PREPARATION OF BIDS

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

(ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

(iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

(iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

5. SUBMISSION OF BIDS

(i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

(ii) The bidder has to digitally sign and upload the required bid documents one by one as indicate in the tender document.

(iii) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.

(iv) Bidder should prepare the EMD as per the instruction specified in the tender document. The original should be **posted/couriered/given** in person to the concerned official latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

(v) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission on the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

(vi) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be

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

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

6. ASSISTANCE TO BIDDERS

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

CENTER IN-CHARGE
S. A. I. TRAINING CENTRE
CANTT. BAREILLY (U.P.)

SECTION – III (A)
QUALIFICATION CRITERIA

Bid Reference No.

Dated: _____

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. Forty lacks in last three financial years viz 2016-17, 2017-18 & 2018-19	Statutory Auditor's Certificate that provides the information explicitly as per the criteria. Statutory Auditor's Certificate is mandatory. Providing Balance Sheet or Financial Statements is not sufficient for this requirement.
3.	The bidder must have completed satisfactorily one order of providing Mess Contract services of 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.

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CANTT. BAREILLY (U.P.)

SECTION - III (B)

PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last three years)

Bid Reference No. : _____

Date of opening : _____

Name and address of the Bidder : _____

Name and address of the department where worked: _____

Order placed by (full address)	Order number and date	Order placed on	Description and quantity of services	Value of order	Date of completion of Contract		Remarks indicating reasons for delay if any	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

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CANTT. BAREILLY (U.P.)

SECTION - III (C)

SELECTION CRITERIA

1. Authority reserves the right to accept or reject any or all bids without assigning any reasons
2. Authority also reserves the right to reject any bid (including the highest 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 (Qualification Criteria & Performance Statement) read with Para 11 of Section II (ITB) of the tender documents.
4. Technical bids of only those bidders who have submitted Bid Security as per terms of NIT will be opened.
5. The successful bidder will be the one who emerges HI out of responsive bids. In case, the two or more firms offer the same rates, the contract shall be declared on the basis of highest turnover.

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CANTT. BAREILLY (U.P.)

SECTION - IV

(A) BID SUBMISSION FORM

Date _____

To,
Centre-In-Charge
S.A.I. Training Center
Bareilly (U.P)

Ref.: Your Bidding Document No. _____ dated _____

We, the undersigned have examined the above mentioned Bidding Document, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to provide _____ (Description of services) in conformity with your above referred document for the sum as shown in the price schedule(s), attached herewith and made part of this Bid.

We further confirm that, if our Bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 05, in Section - VI for due performance of the contract.

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

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

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

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

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

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

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

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

We confirm that there is no case pending with the police or any other investigating agency (ies) against the proprietor/firm/partner or the company.

We confirm that no near relative of ours is an employee in SAI who is connected with the award and executive of the contract.

We confirm that we are competent to contract and we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned Bidding Document, including amendment/ corrigendum if any

[Signature with date, name and designation]

Duly authorized to sign Bid for and on behalf of Messrs _____

[Name & address]

CENTER IN-CHARGE
S. A. I. TRAINING CENTRE
CANTT. BAREILLY (U.P.)

SECTION – IV
(B) Form for Power of Attorney

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

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

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

For _____

(Signature)

(Name, Title, and Address) Witnesses:

- 1.
- 2.

Accepted (Notarized)
(Signature)

(Name, Title and Address of the Attorney)

CENTER IN-CHARGE
S. A. I. TRAINING CENTRE
CANTT. BAREILLY (U.P.)

Section IV
(C) Price Schedule Format

MESS SERVICES

BOQ (Bill of Quantity) /PRICE BID

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

Please refer BoQ

SECTION – IV

(D) BANK GUARANTEE FORM FOR BID SECURITY

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

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

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

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

(Signature of the authorised officer of the Bank) Name and designation of the officer

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

CENTER IN-CHARGE
S. A. I. TRAINING CENTRE
CANTT. BAREILLY (U.P.)

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

From: M/s.

Date:

To,
The Centre Incharge
SAI Training Centre,
Bareilly, (U.P)

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

CENTER IN-CHARGE
S. A. I. TRAINING CENTRE
CANTT. BAREILLY (U.P.)

SECTION – IV
(F) LETTER OF AUTHORISATION FOR ATTENDING BID OPENING MEETING

Tender No. -----

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

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

Order of Preference	Name	Specimen
Signature		
1.		
2.		

Alternate Representative

Signatures of bidder

Or

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

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.*

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S. A. I. TRAINING CENTRE
CANTT. BAREILLY (U.P.)

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

CENTER IN-CHARGE
S. A. I. TRAINING CENTRE
CANTT. BAREILLY (U.P.)

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 behavior that may impair the transparency, fairness and the progress of the procurement process.
- d) Improper use of information provided by the procuring entity to the bidder with intent to gain unfair advantage in the procurement process or for personal gain.
- e) Any financial or business transactions between the 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 terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law. I/ We confirm that we do not stand deregistered/debarred/banned/blacklisted by any Govt. Authorities. I/ We do hereby declare that the information furnished/ uploaded is correct to the best of my/our knowledge and belief. I/We hereby certify that the prices offered by us in this tender is not higher than the prices we had offered to any other Govt. of India Organization (s)/PSU(s) during the last one year and shall provide the justification for reasonableness of our offered price whenever asked during evaluation of our submitted bid. I/ We also hereby certify that if at any time, information furnished by us is proved to be false or incorrect; I/ We are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

Date:

(Signature of the bidder)

NAME & ADDRESS OF THE
BIDDER

NOTE: To be submitted on non-judicial stamp paper of Rs. 10/- duly certified by Public Notary

CENTER IN-CHARGE
S. A. I. TRAINING CENTRE
CANTT. BAREILLY (U.P.)

SECTION V (SCOPE OF WORK)

MENU FOR STC

Meal STC at the rate of Rs. 247.50 per day /per head plus 10% of service charges (3500 Kcal)		
Meal STC	Food Items	Quantity as per sanctioned diet
Bed Tea	Tea Biscuits	One Cup Two Pcs.
Breakfast	Milk Amul Bread Slices Butter Jam Eggs Daliya Fruit Fruit Juice	500 ml 4-5 slices 15 Gms. 15 gm. 02 No. 40 gms. 02 Banana 200 ml
Lunch	Chapaties Rice Dal Curd Green Leafy Veg. (with Potato) Salad Fruits	As desired As desired As desired 100 Gms. As desired 50 gm. 150 gm.
Evening before Training	Tea	One Cup
Late Evening	Dalia/Boiled Corn/ Chikki Lemon Juice	01 Katori (20 gms.) 1-2 Glass
Dinner	Dal Chapati Rice Meat Veg + Potato Salad Sweet Dish Milk Amul	As desire As desired As desired 100 gms 100+50gm. 50 gm. 100 gm. 500 ML

The quantities mentioned are those of raw eatable food.

To prepare 10 kg of wheat soya flour, 3 kg of soya flour may be added to 7 kg of wheat flour.

One green leafy veg. like spinach/fenugreek/Chula or yellow colored veg. like pumpkin may be served one every day.

Only soya oil may be used for cooking.

For vegetarians 80 gm of Paneer may be served in lieu of two eggs for Breakfast and 50g of Paneer+15g of Nutrela may be served in lieu of the meat preparation.

**SECTION VI
GENERAL CONDITIONS OF CONTRACT**

1. The contract period is 12 months from the date of the commencement. The contract can be extended for three months, and for further period of three months, if needed subject to satisfactory performance and willingness of the successful bidder with same terms and conditions. It is also mentioned that due to Covid-19 as per guidelines of Government of India, at present all hostels are presently closed. After opening of the hostels, the contract will be awarded to the successful bidder for period of 12 months from the date of the commencement.
2. Breakfast, Lunch, Evening Snacks and Dinner need to be served as per the basic menu agreed upon with the Hostel Management Committee. A copy of the menu is enclosed as Annexure I.
3. TENTATIVE MESS TIMINGS

Bed Tea	:	5:30 AM
Break fast	:	9:00 AM
Lunch	:	12:30 PM to 01:30 PM
Evening Snacks	:	3:30 PM
Dinner	:	8:00 PM
4. Water and electricity to be used in the mess facility will be provided free of cost.
5. The successful bidder is required to deposit Performance security for an amount of **Rs. 2,00,000/-** within stipulated time. The security deposit can be in the form of Account Payee Demand Draft or Fixed Deposit Receipt from a commercial bank, Bank Guarantee from a commercial bank in an acceptable form safeguarding SAI's interest in all respects.. The Performance Security should remain valid for sixty days beyond expiry date of the contract.
6. Disclaimer: The near relatives of employees of the authority are prohibited from participation in this tender. The near relatives for this purpose are defined as:
 - a) Members 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).
7. If dispute or difference of any kind shall arise between the contractor & the SAI in connection with or relating to the Contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
8. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the party may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the parties relating to any matter arising out of or connected with the Contract, such dispute or difference shall be referred to the sole

arbitration, appointed to be the arbitrator by the Director General (Sports Authority of India). The award of the arbitrator will be final and binding on the parties to the Contract.

9. **Venue of Arbitration:** The venue of arbitration shall be the place from where the Contract has been issued i.e. Bareilly.
10. The Court of Bareilly will have the exclusive jurisdiction to try the disputes.
11. The Contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.
12. Statutory requirement/obligation: All statutory rules, like Minimum wages as per Central Government Rule (EPF) Act, ESI Act etc., as applicable for engagement of labors on daily wage are to be followed strictly as per Government norms.
13. In case of failure to comply with the above statutory Rules, Acts, the authorities shall have the right to impose the penalty or cancel the contract.
14. The contractor shall not assign, sublet or part with the possession of the premises and properties of the Institute therein or any part thereof under any circumstances.
15. The contractor shall not appoint any sub-contractor to carry out any obligation under this Contract.
16. The contractor shall vacate the premises with all features, furniture etc., which are institute properties in good condition on expiry/ termination of the contract.
17. The contractor shall not make or permit any construction or structural alteration or additional fitting inside the premises of the work place without prior written approval of the authorities.
18. The security deposit will be returned two months after the end of the contract period without interest if there are no pending issues against the contractor.
19. Three months notice is required from the contractor for the termination of the contract service if such a condition arises during the contract period.
20. If the contractor and/or his team and also functioning of the mess is not up to the mark or, the quality of the food is below standard or unhealthy or unhygienic, then Authority is empowered to impose penalty as stipulated in the tender document. If lapses occur repeatedly, SAI shall have an authority to terminate the contract after issuing a show cause notice. Decision of SAI on such termination is final so far as the food quality / mess management is concerned.
21. In case of unsatisfactory performance / any dispute whatsoever / labor dispute, emergency condition or any other reason as deemed fit by SAI, the contract can be cancelled at the sole discretion of SAI.
22. Hygiene, overall cleanliness of surrounding, kitchen and the food, raw materials, ingredients etc are to be of good quality. Clean, fresh, nutritious, hygienic and edible food has to be served. Any type of COOKED FOOD shall not be stored / preserved / reserved after meals.

23. Not following in charge's suggestions / instructions in execution of the contract shall be considered as violation of terms and conditions of contract and shall invite penalty for the same as mentioned in Annexure II.
24. The mess utensils are to be cleaned with hot water using detergent powder/soap after every meal.
25. Contractor shall be solely responsible in case of incidence(s) of food poisoning etc and shall bear the complete expenditure arising out of this for medical treatment, claim, if any etc of the hostel inmates. In addition, penalty may be imposed on the contractor as decided by the Committee of Wardens / Hall Management Committee for such incidence(s).
26. The Contractor shall use only branded raw materials and best quality for preparing the food. Brands, for the sake of illustration, of certain mess items are given. A quality control Team will check all materials brought to the mess as well as cooking practices. In the event of the quality of the food served being poor or not adhering to contractual conditions, the Hostel management will be free to impose monetary fine as deemed fit on the contractor. Such fines imposed will be adjusted against the payments due to the contractor or will be called for from the defaulter, if no payment is due.

MESS ITEM BRAND/MANUFACTURER LIKE

(to be mentioned by the Center)

Mess Items	-	Brand/Manufacturer Like
Whole waheat flour/Atta	-	Aashirwaad, Pillsbury Chakki Fresh
Rice	-	Basmati (preferably, Basmati-1126)
Pulses	-	Superior quality
Oats	-	Kellogg's, Quaker
Conflakes	-	Kellogg's, Quaker
Biscuits	-	Mc Vities Digestive Biscuits
Milk	-	Amul
Tea	-	Tata
Coffee	-	Nescafe
Butter	-	Amul
Panner	-	Amul
Bread	-	Branded
Salt	-	Tata
Fruits Juice	-	Tropicana, Real
Ketchup	-	Maggie, Kissan
Jam	-	Kissan
Pickles	-	Nilon's
Honey	-	Dabur
Soya Chunk	-	Nutrela
Ice Creams	-	Amul, Vadilal
Masalas	-	Everest, Ashok
Rasgulla	-	Gulab Jamun-Haldiram
Water	-	Mineral water
Oil (Refined)	-	Fortune
Oil (Mustered)	-	Fortune

Use of artificial food colors and MSG (Mono Sodium Glutamate) prohibited.

The contractor may use any other approved brands only if permitted by the Authority, in writing.

The contractor may use any other approved brands only if permitted by the Mess Committee, in writing. In such case the contractor will submit two or three reputed brands for each grocery item and the warden and mess committee will select the brands for cooking.

27. It is the sole responsibility of the contractor to get the refills from the gas company to run the mess on his own cost. Any fluctuations in the Gas price must be absorbed by the Contractor only.
28. When circumstances warrant, contractor should cater for large number of students/staff members at very short notice. Similarly, fluctuations in strength during vacation periods shall have to be accommodated accordingly.
29. Monthly payment to the contractor will be made after receipt of bill from the agency duly certified by designated authority, enclosing therewith certified copies of all documents / statements, taxes paid for the period.
30. No extra payment will be made against VAT. Service tax or any other tax. However, statutory variations, if enforced after submission of the offer & if otherwise admissible will be reimbursed on production of paid challans etc.
31. Contractor will collect the guest charges directly from the guests as per the tariff approved by SAI.
32. The contractor and his workers must behave politely with hostel inmates. The contractor and his team, under any circumstances should not involve in arguments with the boarders of the mess. In case of such situations or under any other emergency, the Contractor should intimate immediately to the In-charge of the mess work.
33. Mess workers and cooks should be healthy and medically fit. The contractor shall furnish medical fitness certificate from the authorized Govt. Hospital in respect of the mess workers & cooks to be deployed for the job. In addition, they are required to have a regular check up with the institute Medical Officer. If any mess worker is found medically unfit, he may not be given permission to continue his duties and mess contractor has to replace him immediately without fail.
34. Mess Contractor or his representative manager is required to remain present in the mess when the food is served in the mess.
35. Smoking, consuming gutka, tobacco, drinking liquor etc is strictly prohibited in the Institute premises.
36. Storage / consumption of any alcoholic drink / liquor are strictly prohibited. The contractor shall not serve any of such substance / drink in mess / hostel.
37. Employment of child labor (as per norms) & persons above 60 years of age is totally prohibited. It is the responsibility of the Contractor to comply with all formalities of

labor office including obtaining necessary labor license.

38. The employees of the contractor should wear uniform along with a name tag.
39. All expenses related to the functioning of the employees engaged by the Contractor shall be in the scope of the Contractor.
40. The Contractor is solely responsible for the payment of Minimum wages as per Central Government Rule for their employees as per the Government norms and deductions towards E.P.F. and E.S.I.
41. Payment of bills shall be released only if it is accompanied by the proof of the following:-
 - a) Attendance sheet, preferably biometric of the beneficiaries certified by SAI's authorized representative
 - b) Proof of purchase of dry ration used in preparation of food and other items as per menu
 - c) Deposit of challan of GST
 - d) Undertaking from the agency to the effect that he has paid minimum wages including VDA as admissible to the workers employed by him for the work under Agreement and also undertaking to the effect that he has paid EPF, ESIC, Bonus etc as admissible as per rules to the respective authorities/workers.
 - e) Any other documents/records as required by the Tender Inviting Authority.
42. Contractor shall provide light food to the sick student/s during his/their sickness period and no extra charge will be paid for the same.
43. The persons employed by the agency should not have any adverse police records/criminal cases against them. The agency should get Police verifications of the personnel to be engaged.
44. Persons who have prior experience in cooking and catering services should be deployed by the agency.
45. SAI reserves the right to reject any/all the tender without assigning any reason thereof.

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PENALTY

Failure to supply food in terms of quality, quantity and as per the menu indicated in **Section V** will attract penalty. For not adhering to contractual conditions, the department shall be free to impose monetary fine as deemed fit on the contractor. Fines imposed shall be adjusted against payment due to the contractor.

- a) Vegetables used should be fresh and of good quality. If vegetables kept for use is found to be rotten or of poor quality, then a fine of Rs_2500/- for each occasion will be imposed.
- b) Items like Aji-no-moto, Baking soda, coloring items etc are banned and they should not be used. If they are found in the kitchen premises penalty of Rs.500/- for each occasion will be imposed.
- c) Kitchen should be kept clean. If it is not kept clean, a fine of Rs.2500/- for each occasion will be imposed.
- d) For damages caused by the contractor to the kitchen equipments, vessels and other items, if any supplied by the licenser, **twice** the current cost of the equipment will be recovered.
- e) Any complaint of insects found in any food item would invite a fine of Rs.5000/- on the contractor.
- f) Any complaint of soft objects like rope, soft plastic, cloth etc in food will attract a fine of Rs 5000/- per complaint
- g) Any complaint of stones / pebbles will attract a penalty on the contractor which can range between Rs.5000/- depending on the size of the stone/ pebble per complaint.
- h) 5 or more complaints of unclean utensils in a day would lead to a fine of Rs. 5000/- on the contractor.
- i) If mess committee agrees that certain item of a meal was not cooked properly then a fine of Rs.5000/- would be imposed on the contractor.
- j) Changes in approved menu of any meal without permission of warden/mess committee would result in a fine of Rs. 10000/- on the contractor.
- k) Personal hygiene of workers, misbehavior by workers etc. will lead to fine of Rs. 10,000/- on contractor for every instance.
- l) Using of brands not mentioned in the contract without prior permission and adulteration shall invoke a hefty fine beyond the limit of any fine mentioned above and decided by the mess committee with consent of the wardens.

Severity of hygiene failure shall be assessed and decided by the mess committee and fined appropriately. In case of gross failure/negligence a severe penalty will be imposed, which could be a hefty fine as cash and/or summary termination of the Contract.

**SECTION – VII (A)
CONTRACT AGREEMENT
SPORTS AUTHORITY OF INDIA,**

Contract No _____ Dated _____

This is in continuation to this office's Notification of Award of Rate Contract

No _____ dated _____

1. Name & address of the Service provider: _____
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) Schedule of Requirements;
- (iii) Technical Specifications;
- (iv) Bid Form furnished by the supplier;
- (v) Price Schedule(s) furnished by the supplier in its Bid;
- (vi) 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 up to:

(iii) Prices:

(ii) Details of Performance Security:

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(v) Warranty Period:

(vi) Payment terms:

**(Signature, name and address
of the purchaser's authorised official)
For and on behalf of Director General
Sports Authority of India**

Received and accepted this Contract

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

[Name & address of the manufacturers]

(Seal of the supplier)
Date: _____

Place: _____

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SECTION – VII (B)

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

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

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

And Contract No. _____

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

Beneficiary: Sports Authority of India, _____

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.

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

**SECTION – VII (C)
CHECKLIST**

Name of Bidder:

Name of Manufacturer

Sr. No.	Activity	Yes/No/NA	Page No. in the TE Document	Remarks
1.a	Have you enclosed EMD of required amount for the quoted schedules?			
b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section IV D?			
c.	In case Bank Guarantee is furnished, have you kept its validity of _____ 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 satisfactory performance certificate as per the perform for performance statement in Section III (B) of TE document in respect of all orders?			
5.	Have you submitted copy of the order (s) and end user certificate?			
6.	Have you submitted prices of services in the price schedule as per			

	Section IV (C)?			
7.	Have you kept validity of _____ days from the Techno Commercial Tender Opening date as per the TE Document?			
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 an full address of your Banker (s) along with your account Number			
10.	Have you fully accepted payment terms as per TE document?			
11.	Have you fully accepted delivery period as per TE Document?			
12.	Have you submitted the certificate of incorporation?			
13.	Have you accepted terms and conditions of TE document?			
14.	Have you furnished documents establishing your eligibility & qualification criteria as per the TE document?			
15.	Have you furnished Average Annual Turnover for last three years prior to the date of Tender opening duly certified by chartered accountant bearing their membership no.?			

16.	Have you enclosed the Affidavit as per Section IV (I) of the TE Document?			
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N.B

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

(Signature with date)

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

For and on behalf of

(Name, address and stamp of the tendering firm)

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CANTT. BAREILLY (U.P.)