



**SPORTS AUTHORITY OF INDIA  
NATIONAL CENTRE OF EXCELLENCE  
(DR. SHYAMA PRASAD MOOKERJEE  
SWIMMING POOL COMPLEX) ,  
NEW DELHI, PIN-110001**

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Website : [www.sportsauthorityofindia.nic.in](http://www.sportsauthorityofindia.nic.in)  
Date : 11.12.2019

**E-Bidding Document**

For

SUPPLY OF **MILK PRODUCTS** FOR KITCHEN

**AT**

**SPORTS AUTHORITY OF INDIA**

**DR. SHYAMA PRASAD MOOKERJEE SWIMMING POOL COMPLEX**

**MOTHER TERESA CRESCENT ROAD, NEW DELHI-110001**

Bid Reference No: SAI/NCOE/SPM/MILK PRODUCT/2019

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**PART -1**  
**BIDDING PROCEDURE**



SPORTS AUTHORITY OF INDIA  
NATIONAL CENTRE OF EXCELLENCE  
DR. SYAMA PRASAD MOOKERJEE SWIMMING POOL COMPLEX  
NEW DELHI, PIN-110 001  
Email: [spmcp.sai@gmail.com](mailto:spmcpc.sai@gmail.com) Tel: 011-23094605

## **Section I**

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

[Reference no: SAI/NCOE/SPM/MILK PRODUCT/2019](#)

Date : 11.12.2019

1. Sports Authority of India (SAI), NATIONAL CENTER OF EXCELLENCE(NCOE), Dr. SPMSPC, New Delhi 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 supply of **MILK PRODUCTS** etc. For kitchen at SAI, NCOE , DR.SPMSPC, , New Delhi.

S. No.	Brief Description of work	Amount of bid security
1.	<b>MILK PRODUCTS</b>	Rs. 20,000/-

### **Payments:**

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), National Center of Excellence(NCOE), Dr. SPM Swimming Pool Complex** on or before bid submission Date & time as mentioned in Critical Date Sheet.

## CRITICAL DATE SHEET

Uploading/Publication of Tender Documents	<b>11.12.2019</b>
Downloading of Bid Documents	<b>11.12.2019</b>
Pre bid meeting	<b>13.12.2019 at 11.00AM</b>
Pre bid meeting venue	<b>Office of Administrator, Dr. Syama Prasad Mookerjee Swimming Pool Complex, New Delhi</b>
Last Date & Time of Submission of Bid	<b>23.12.2019</b>
Opening Date & Time of Technical Bids	<b>24.12.2019</b>
Opening Date & Time of Financial Bids	<b>Will be intimated later</b>

1. Bidder may also download the Bidding Documents from the website [www.sportsauthorityofindia.nic.in](http://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](http://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](http://www.eprocure.gov.in) and SAI website [www.sportsauthorityofindia.nic.in](http://www.sportsauthorityofindia.nic.in) at least 3 days prior to closing date of submission of tenders for any corrigendum / addendum / amendment.

-sd-  
Administrator  
Dr. SPMSPC  
New Delhi

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

**A. PREAMBLE**

**1. Introduction**

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

**2. Language of Bid**

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

**3. Tendering Expenses**

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

**4. Local Conditions**

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

## BIDDING DOCUMENTS

### 5. 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	Contract Forms

### 6. Amendments to Bidding Documents

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

### 7. Modifications/withdrawal of bids

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

### 8(A) Clarification of Bidding Documents

- (i) A bidder requiring any clarification or elucidation on any issue in respect of the bid document may take up the same with the SAI in writing. The SAI will respond in writing to such request provided the same is received (by the SAI)
- (ii) Any clarification issued by SAI in response to query (ies) raised by the prospective bidders shall form an integral part of bid document and it may amount to an amendment of the relevant clause(s) of the bid document.

## 8(B) Pre-Bid Meeting

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

## 9. Bid format

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

### D. PREPARATION OF BIDS

## 10. Documents Comprising the Bid

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

## 11. Technical Bid:

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

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

- (v) Three years experience of supply of **MILK PRODUCTS** (Attach documentary proof).
- (vi) National Electronic Fund Transfer (NEFT Form) as per Section IV- (E) for payment in Indian Rupee.
- (vii) Certificate of Chartered Accountant showing annual average turnover **Rs. 8.00 lakh** for the last three financial years (2016-17, 2017-18 & 2018-19). Copies of Balance Sheet, Profit and Loss Account statement etc need not be enclosed.
- (viii) Income Tax returns filed for the last three Financial Years. (Assessment Year 2016-17, 2017-18, 2018-19).
- (ix) Goods & Services Tax Certificate.
- (x) Valid PAN & TIN (Tax Payer Identification Number)/TAN.
- (xi) Registration No. and Certificates for Shops & Establishment Act of the respective state, if applicable.
- (xii) Solvency certificate verified by his Banker

**Note:**

- 1) *The bidding companies /firms /agencies are required to attest (self attestation) the scanned copies of documents, along with the bid, signed on each page with seal, to establish the bidders' eligibility and qualifications failing which their bid shall be summarily rejected and will not be considered. The bidders are responsible for what they attest and claim; if, later on, it is found that whatever has been attested by the bidder is not true/ correct, the company/ firm / agency of the bidder will render itself liable for punitive action including black- listing for purpose of procurement of any service (s), in addition to attracting penal provisions of the agreement.*
- 2) *The Technical bid shall not include any financial information. Such a bid shall be summarily rejected.*

12. **Financial Bid:** This should be uploaded online in the prescribed BOQ format in MS Office Excel as per **Section IV (D)** of bid document.

- (i) The Bidder shall quote for all the components of items specified in the '**Price Schedule Form**' provided under **Section IV (D)** including all (taxes, duties, levies etc).
- (ii) It is the responsibility of Bidder to go through the Bidding Document before offering rates as per price schedule.
- (iii) All pages of the Bid should be page numbered and properly indexed.
- (iv) The authorized signatory of the bidder must sign the bid and duly stamp the same with seal of the Company/Organization at appropriate places and initial all the remaining pages of the bid.
- (v) A Bidder, who did not fulfill any of the above requirements and / or gives evasive information / reply against any such requirement, shall be liable to be ignored and rejected.
- (vi) Conditional bids shall be summarily rejected.
- (vii) All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/ RTGS System. Bidders are required to fill and attach the NEFT Mandate Form

Attached as per Section-IV (E) along with their offers, if not already executed in SAI. Notification of Award will not be issued without NEFT Mandate Form

**Note:** All documents should be submitted in PDF format.

### 13. Bid Prices

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

### 14. Firm Price

- a. 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.
- b. Any other tax(s) (except GST), if applicable in respect of this contract shall be payable by the bidder and SAI will not entertain any claim whatsoever in respect of the same. However, in respect of GST, if payable, same shall be paid by the bidder to the concerned department on demand and it will be reimbursed to him by the SAI after satisfying that it has been actually and genuinely paid by the bidder.

*Note: Bidders are requested to upload the “Technical Bid’ and ‘Financial Bid’ having the above mentioned documents online in PDF& BOQ format respectively.*

### 15. Alternative Bids are not allowed.

### 16. Documents establishing bidder’s eligibility and qualifications

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

### 17. Bid Security/Earnest Money Deposit (EMD)

- a. The bidder shall furnish Bid Security for an amount as shown in the Clause 1 of Section I- IFB. The Bid Security is required to protect the SAI against the risk of the bidder’s unwarranted conduct as explained under sub-clause 17 (vii) below. Non submission of Bid Security will be considered as major deviation and bid will not be considered.
- b. 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.
- c. The Bid Security shall be furnished in one of the following forms:
  - i. Account Payee Demand Draft
  - ii. Fixed Deposit Receipt
  - iii. Banker’s cheque/Pay order
  - iv. Bank Guarantee from any of the commercial banks (as per the format at **Section IV-C**)
- (iv) The Demand Draft, Fixed Deposit Receipt, Banker’s Cheque or Bank Guarantee shall be drawn on any Commercial Bank in India, in favour of the “**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 Security shall be valid for 90 (Ninety) days from the date of opening of the Technical Bid.

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

## **18. Bid Validity**

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.

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.

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

## **19. Signing of Bids**

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

## **E. SUBMISSION OF BIDS**

### **20. Submission of Bids**

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

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

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.

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

## F. BID OPENING

### 21. Opening of Bids

- a) 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.
- b) 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.
- c) 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)**.
- d) Two – bid system as mentioned will be as follows:-
  - A. **Technical Bids** will be opened in the first instance, at the prescribed date and time as indicated in **Section–I (IFB)**. These bids shall be scrutinized and evaluated by the SAI with reference to parameters prescribed in the Bid Document. During the Technical bid opening, the bid opening official(s) will read the salient features of the bids like brief description of the items offered, delivery period, Bid Security and any other special features of the bids, as deemed fit by them.
  - B. **Financial Bids** of only the technically acceptable bids / offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical Bid. The prices, special discount if any offered etc., as deemed fit by bid opening official(s) will also be read out.

## G. SCRUTINY AND EVALUATION OF BIDS

### 22. Basic Principle

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

### 23. Scrutiny of Tenders

- i) The SAI will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- ii) SAI will determine the responsiveness of each Tender to the TE Document without recourse to extrinsic evidence.
- iii) The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.
- iv) The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;
  - a) Qualification Criteria not enclosed.
  - b) Tender is unsigned.
  - c) Tender validity is shorter than the required period.
  - d) Required EMD (Amount, validity etc.)/exemption documents have not been provided.

- e) Bidder has not agreed to give the required performance security.
- f) Bidder has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
- g) Poor/ unsatisfactory past performance.
- h) Bidder has not quoted as per the Price Schedule.
- i) Bidder has not complied with the requirement of Clauses of ITB.

#### **24. Minor infirmity/irregularity/Non-conformity**

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

#### **25. Discrepancies in Prices**

- a) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- 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.
- c) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- d) If, as per the judgment of the SAI, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by registered/speed post. If the bidder does not agree to the observation of the SAI, the tender is liable to be ignored.

#### **26. Qualification Criteria**

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

#### **27. Comparison of Bids and Award Criteria.**

The Contract shall be awarded to the responsive Bidder(s) who is lowest in the Group and who meets the laid down Qualification Criteria in the Bid documents. This means that award criteria will be based on the least rates, which would be total payout including all taxes, duties and levies.

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

#### **28. Contacting the SAI**

- (iii) 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.

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

## **H. AWARD OF CONTRACT**

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

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

### **30. Notification of Award**

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.

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

The details of award of work and name of the successful bidder shall be mentioned on the CPP.

Notification of Award shall constitute the conclusion of the Contract.

### **31. Issue of Contract**

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.

The successful bidder shall return the original copy of the contract, duly signed and dated, to the SAI by registered/ speed post within **15(Fifteen)** days from the date of issue of the contract.

The SAI reserve the right to issue the Notification of Award consignee wise.

### **32. Variation of quantities at the time of award**

During execution of the contract, the SAI reserves the right to increase or decrease, the quantity of items mentioned in the "Price Schedule/Scope of Work" up to Twenty Five per cent (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted in the bid by the bidder.

### **33. Annulment of Award**

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

### **34. Termination of Contract**

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

**35. Disqualification**

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

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

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

**37. Corrupt or Fraudulent Practices**

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

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

**38. Conflict of Interest among bidders/agents**

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

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

## 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.
- (x) Failure in case of uploading of documents due to any technical reasons SAI shall not be responsible. Bidders are there for 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 3072 2232.

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

**Bid Reference No.** SAI/NCOE/SPM/MILK PRODUCT/2019

**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 <b>Rs. 8.00 lakh</b> in last three financial years viz <b>2016-17, 2017-18 &amp; 2018-19</b>	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 for supply of non veg items for kitchen 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 17 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 11 of Section II (ITB) of the tender documents.
4. The Contract shall be awarded to the responsive Bidder(s) who is lowest in the Group and who meets the laid down Qualification Criteria in the Bid documents. In case, the two or more firms offer the same rates, successful bidders will be the one whose turnover is higher than the other competitor(s).
5. If in a group a bidder comes L1 in most of the items but does not come L1 in few items then that group be awarded to the bidder who comes L1 in most of the items.
6. Average of all the items in a particular group would be considered as L1 in that particular group & L1 will be considered in accordance with the aforesaid criteria.

**SECTION – IV**  
**(A) BID SUBMISSION FORM**

Date\_\_\_\_\_

To,

Administrator,  
Sports Authority of India  
National center of excellence  
Dr. SPM Swimming Pool Complex  
Mother Teresa Crescent Road,  
New Delhi

**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 supply of non veg. items(mutton, chicken, fish, egg) etc. at Campes Hostel of SAI, NCOE, New Delhi in 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 10, 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 VII.

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 stand deregistered/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 on

behalf 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) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidder's and other conferences and providing information/responses to Sports Authority of India( hereinafter referred to as "Purchaser"), representing us in all matters before Purchaser, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with Purchaser in all matters in connection with or relating to or arising out of our bid for the said Tender and /or till the entering into the Contract with Purchaser.

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

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

20\*\* For \_\_\_\_\_

(Signature)

(Name, Title, and Address) Witnesses:

- 1.
- 2.

Accepted (Notarized) (Signature)

(Name, Title and Address of the Attorney)

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

To

Administrator  
Sports Authority of India  
National Center of Excellence  
Dr. SPM Swimming Pool Complex  
Mother Teresa Crescent Road  
New Delhi

[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, New Delhi.

**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]

**MILK PRODUCTS**

Sl. No.	Description of items	Unit of Packaging	Rate	
1	Ice Cream			
	Amul	Cup	Vanilla	150gm
			Chocolate	150gm
		Brick	Vanilla	1 kg
			Chocolate	1 kg
	Vadilal	Cup	Vanilla	150gm
			Chocolate	150gm
		Brick	Vanilla	1 kg
			Chocolate	1 kg
	Mother Dairy	Cup	Vanilla	150gm
			Chocolate	150gm
		Brick	Vanilla	1 kg
Chocolate			1 kg	
2	Paneer	kg		
3	Curd	kg		
4	Cream			
5	Low fat Milk with Brand Name	1 ltr		
6	Soyabean milk	1ltr		
7	Flavoured Youghurt	120gm cups		
8	Cheese low fat(slice)			
9	Cheese cheddar			
10	Mozzarella cheese			
11	Tofu			
12	Amul cheese	500gm		
13	Butter	500gm		

- ❖ Milk , paneer and curd has to be fresh ,preferably to be supplied on the day of manufacture.
- ❖ Youghurt should be supplied within the week of manufacture.

(SIGNATURE OF THE TENDERER WITH SEAL)

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

From: M/s.

Date:

To,

Administrator  
Sports Authority of India  
National Center of Excellence  
Dr. SPM Swimming Pool Complex  
Mother Teresa Crescent Road  
New Delhi

**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**

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

\_\_\_\_\_  
\_\_\_\_\_  
[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. -----

**Subject : Authorisation 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 authorised 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. 37 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 terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law. I/ We confirm that we do not stand deregistered/debarred/banned/blacklisted by any Govt. Authorities. I/ We do hereby declare that the information furnished/ uploaded is correct to the best of my/our knowledge and belief. I/We hereby certify that the prices offered by us in this tender is not higher than the prices we had offered to any other Govt. of India Organisation(s)/PSU(s) during the last one year and shall provide the justification for reasonableness of our offered price whenever asked during evaluation of our submitted bid. I/ We also hereby certify that if at any time, information furnished by us is proved to be false or incorrect; I/ We are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

Date:

(Signature of 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 & hygienic. at Sports Authority of India (SAI), National Center of Excellence, Dr. SPM Swimming Pool Complex ,Mother Teresa Crescent Road , New Delhi.
2. To arrange for supply of fresh & hygienic MILK PRODUCTS etc. as required with specification at the site by the contractor at his own cost.

In the case of failure to supply, short supply or sub standard supply 'risk purchase' will be made by the organization out of the Security Deposit of the said Contractor (this includes the difference tender rate and risk purchase plus incidental charges).

1. **Schedule of Requirements.** As per annexure enclosed.
2. **Delivery Period.** The Contractor must to 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 & 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.
3. **Online submission of Bids System-** The case is being processed on Two-Bid system and Bids would be opened online at the time and date mentioned in critical Date Sheet.
4. **Quality:** Packed and **reputed brand** (where ever applicable). All the product should be with in safe period of expiry period.
5. **Consignee details :** Items to be delivered at -----

**PART - 3**

**CONTRACT**

## SECTION – VI

### GENERAL CONDITIONS OF CONTRACT (GCC)

1. The contract will be for a period of one year commencing from the date of signing the contract. However, the Agreement is terminable by giving one month's notice in writing by SAI to the contractor.
2. The bids must be accompanied with a Bank Draft/Pay Order issued by any Nationalized/ Scheduled Bank for **Rs. ....../-** drawn in favour of “**Secretary, Sports Authority of India**”, payable at New Delhi.
3. The Technical Bids shall be opened on CPP Portal at Sports Authority of India, NCOE, Dr.SPM Swimming Pool Complex , Mother Teresa Crescent Road, New Delhi-110001 by a duly constituted Committee in the presence of such Bidders or their authorized representatives who may desire to be present at the time of opening of bids.
4. It is the responsibility of Bidders to read all terms & conditions of this document carefully before filling the bid. Incomplete bid documents or bids not responsive enough to the terms and conditions are liable to be rejected.
5. The Financial Bids shall be opened at Sports Authority of India, NCOE, Dr.SPMSPC, Mother Teresa Crescent Road, New Delhi-110001 and shall be evaluated on the basis of acceptance of rate as per ‘**Price Schedule Form**’ attaches with Financial Bid. Any Negotiation with bidders is strictly prohibited.
6. The bid shall contain no erase or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be authenticated by the person or persons signing the bid.
7. If even after award of contract, information/facts submitted by the bidders are found misleading/incorrect/false etc., The Administrative, Sports Authority of India, NCOE,Dr. SPMSPC Mother Teresa Crescent Road, New Delhi-110001 reserves the right to terminate the contract.
8. The successful bidder is due to furnish **interest free Security Deposit @ 10% of estimated contract value** in the form of Account Payee Demand Draft from a Commercial Bank drawn in favour of “**Secretary, Sports Authority of India,**”, payable at New Delhi Fixed Deposit Receipt/Bank Guarantee. This has to be given within **15(fifteen) days** from award of supply of dietary articles’ contract. The Security Deposit will cover entire period of the contract and will be released after **3 month** from the date of conclusion of contract.
9. The Earnest Money Deposit will be refunded to unsuccessful bidders within one month of the date of approval of the successful bidder without any interest.
10. **However, the Earnest Money of the successful bidders will be liable to be forfeited, if he/she does not fulfill any of the following condition:**
  - (a) The successful bidder shall have to deposit Security deposit within a period of 15 days of the receipt of the award letter. The security so deposited with Sports Authority of India, NCOE,Dr. SPM Swimming Pool Complex, Mother Teresa Crescent Road, New Delhi-110001, 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 of award letter.
  - (c) To undertake the work from the specified date mentioned in the award letter.

11. In case of any dispute between the successful bidder and its employee, Sports Authority of India, NCOE, Mother Teresa Crescent Road, New Delhi-110001 will have no responsibility and shall not be responsible for any compensation in any form to such employment to any of such employees during the currency of and/or after the expiry of this agreement.  
**12.** The successful bidder will have to provide fresh & hygienic **MILK PRODUCTS** etc. items to Sports Authority of India NCOE, Dr. SPM Swimming Pool Complex, Mother Teresa Crescent Road, New Delhi-110001 as per items and Rate as given in **Price Schedule Form of Financial Bid document to this Tender Document.**
13. In case of supplied materials, if found same are lower in quantity or quality and not of standard quality or in unhygienic condition or not supplied in time, a deduction of 10% of gross monthly bill amount of respective month will be made as penalty or as decided by the Executive Director, Sports Authority of India, NCOE, Dr. SPMSPC, Mother Teresa Crescent Road, New Delhi-110001. Repeated fault may result in forfeiture of part or whole of Security Money and even termination of the contract.
14. All the required items are to be supplied upto 02.00 pm as per day to day requirements for dinner and next day lunch.
15. The successful bidder will ensure compliance of all the relevant provisions of the Laws / terms of contract.
16. Sports Authority of India, NCOE, Mother Teresa Crescent Road, New Delhi-110001 reserves the right to visit the existing or the past customers of the bidder to ascertain the quality of work performed by them and in case any negative report is received against the bidder, bid may be rejected. Also in case any information provided by the bidder is found to be false, his/her bid can be rejected and part or whole security may be forfeited.
17. The successful bidder will submit bill in duplicate on 5<sup>th</sup> of each month along with challans separately to the Administrator, , NCOE, Dr. SPMSPC, Mother Teresa Crescent Road, New Delhi-110001 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.
18. 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.
19. The successful bidder shall be responsible for ensuring the safety of the Sports Authority of India, NCOE, Dr. SPMSPC, Mother Teresa Crescent Road, New Delhi-110001 and his own employees. In case of any injury to any Sports Authority of India, NCOE, Dr. SPMSPC, Mother Teresa Crescent Road, New Delhi-110001 persons or damages caused to the property of Sports Authority of India, NCOE, Mother Teresa Crescent Road, Dr. SPMSPC, New Delhi-110001 as result of this contract activities, the successful bidder shall be solely responsible to pay compensation for such injury and/ or damages as may be required under the law. In case of any court case or challan by the police or any local authority or any other party competent to take such action, the successful bidder shall be sole responsible for defending the cases before the court of law and/or to ensure compliance with the summons / challan served in this behalf.
20. These are only proposed draft, terms & conditions and can be modified/changed or added at the time of finalization and signing the agreement.
21. 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.

22. **Conditional/Incomplete/offers not conforming to tender document will be rejected.**
23. Any violation of instructions / agreement or suppression of facts will attract cancellation of agreement without any reference.
24. 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.
25. 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.
26. The Contractor will be held wholly responsible for any action taken by statutory bodies for violation /non – compilation of any such provision/rule.
27. 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.
28. **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).

29. **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 (g) 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 20% of the total tendered value. In case there are more than one such eligible MSE, the 20% supply will be shared equally. Out of 20% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.
    - ii. The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir board or national Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being on MSE, failing which their tender will be liable to be ignored.
  - c) The provisions of Public Procurement (Preference to Make in India) Order 2017 issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide Letter No. P-45021/2/2017BE-II dated 15.06.2017 shall be applicable to the bidding process and award of the contract shall be done accordingly. In this connection, the minimum 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 and Promotion) subject to meeting of quality and technical specification and making suitable provisions in the bidding document. The quality and technical parameters are not to be diluted.
30. 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.
31. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the SAI or the Contractor may give notice to the other party of its intention to commence arbitration, as the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between SAI the Contractor relating to any matter arising out of or

connected with the Contract, such dispute or difference shall be referred to the sole arbitration, appointed to be the arbitrator by the Administrator, SAI, NCOE, Dr.SPMSPC Mother Teresa Crescent Road, New Delhi-110001. The award of the arbitrator will be final and binding on the parties to the Contract.

32. Venue of Arbitration: The venue of arbitration shall be the place from where the Contract has been issued.
33. The Court of Judicature at New Delhi will have the exclusive jurisdiction to try the disputes.
34. The Contract shall be governed by and interpreted in accordance with laws of India for the time being in force.

**Note:**

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

## **SPECIAL CONDITIONS OF RFP**

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP 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. 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 -

(a) 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 effected by making risk purchases or by issue of authorized substitutes.

1. 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.

(a) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form 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.

(b) 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.

23. Quality Assurance:- (Physical Verification of items by the committee) within with the supply of items month of this date of contract. Buyer reserves the right to modify the Verification Committee. The item should be of the latest manufacture, conforming to the current production standards and having 100% defined life at the time of delivery.

24. Inspection Authority:- Administrator, Dr. SPMSPC/ COO, NCOE or her representative

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

(a) 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.

(b) The quantity claims for deficiency of quantity shall be presented immediately on completion of Inspection and acceptance of goods. The quantity claim shall be submitted by the Seller as per Form Enclosed.-----  
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(c) 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.

(d) 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.

(e) The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller's representative stationed in India.

### **33. Special conditions/instruction**

(a) 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.

(b) The Contractor has to supply the fresh provisions to Sports Authority of India, NCOE, Dr. SPMSPC, New Delhi after inspection of Consignee. No extra money will be paid for packing, delivery charges and any other charges. Items must be supplied to the NCOE, Dr. SPMSPC, New Delhi as per delivery schedule. **The bill of provisions will be made within 01 months on receipt of items.**

(c) The contract on a stamp paper will be signed with only lowest group wise bidder .

(d) It is also mentioned that the requirement may decrease or increase owing to SAI operational reasons.

(e) Items available in the market, quoted in tender, when demanded are to be invariably supplied by the contractor.

(f) 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.

(g) The details and mode of transport used by you for delivering fresh provisions which may have to be issued with gate pass for entry in to SAI.

(h) The firms should also furnish following details along with quotation. Name of their bank, Account Details, branch code, MICR and NEFT IFSC Code Income Tax payee/ PAN/SRIN No., Mode of transport, packing details of items.

(i) 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.

(j) The L-1 firms, group wise, awarded the contract has to submit 10% Bank performance Guarantee at the time of signing the contract.

(k) 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.

(l) Supply of ration will be affected from the date mentioned in the contract agreement.

(m) At the time of opening the tender firm's representative must be available to avoid any controversies in future. No complaints/ grievances will be accepted in later stage.

(n) 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 – VII(A)**

**Contract Agreement  
Sports Authority of India (SAI)**

Contract No. \_\_\_\_\_

Dated \_\_\_\_\_

**This is in continuation to this office's Notification of  
No \_\_\_\_\_ dated \_\_\_\_\_**

**Award of Rate Contract**

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) 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

<b>Schedule No.</b>	<b>Brief description of services</b>	<b>Accounting unit</b>	<b>Unit price</b>	<b>Terms of delivery</b>

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 Director, Sports Authority of  
India Received and accepted this Contract

\_\_\_\_\_  
[Signature with date, name and designation]

For and on behalf of Messers \_\_\_\_\_

[Name & address of the service provider ]

(seal of the service provider)

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**SECTION – VII (B)  
CHECKLIST**

Name of Bidder:

Name of Manufacturer

Sl.NO.	Activity	Yes/No/NA	Page No. in the TE Document	Remarks
1.a	Have you enclosed EMD of required amount for the quoted schedules?			
b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section IV D?			
c.	In case Bank Guarantee is furnished, have you kept its validity of _____ 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. 2016-17, 2017-18 & 2018-19			
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 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. ____ 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. _____ issued by 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)			

*Note:-*

- 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)**