



# E- Tender Document

**TENDER NOTICE FOR SUPPLY OF MESS ITEMS (NON VEGETARAIN ITEMS & EGGS)  
AT**

SPORTS AUTHORITY OF INDIA,  
NETAJI SUBASH WESTERN REGIONAL CENTRE, NATIONAL CENTRE OF  
EXCELLENCE, SECTOR-15, GANDHINAGAR -382016

**Mail id: - rcgandhinagar-sai@nic.in**

**Websites:** <http://sportsauthorityofindia.nic.in> & <https://eprocure.gov.in>

**Bid Reference No.: 22/04001/189/2023-RC Gandhinagar-Operations Division**

<b>Section</b>	<b>Topic</b>	<b>Page No.</b>
----------------	--------------	-----------------

**PART-1 BIDDING PROCEDURE**

Section I	– Invitation for Bid (IFB)-----	3-4
Section II	– (A) Instructions to Bidders (ITB) -----	5-17
	(B) Instruction for Online Bid Submission -----	18-20
Section III	– (A) Qualification Criteria -----	21-22
	(B) Performance Statement .....	23
Section IV	Bidding Forms:	
	- (A) National Electronic Fund Transfer (NEFT) Form .....	24
	- (B) Disclosure of conflict of interest-----	25
	- (C) Disclosure of Code of Integrity .....	26
	– (D) Declaration as per new GFR clause 144(XI) .....	27
	- (E) Affidavit/undertaking-----	28
	- (F) Declaration of local content-----	29
	- (F) Bid Submission Form -----	30
	- (G) Form of Power of Attorney -----	31
	- (H) Bid Security Declaration Form-----	32
	- (I) Price Schedule .....	33

**PART-2 –SUPPLY REQUIREMENTS**

Section V	– Schedule of Requirements & Technical Specifications/SOW -	34-36
-----------	---	-------

**PART-3 –CONTRACT**

Section VI	– General Terms & Conditions (GTC)-----	37- 43
------------	---	--------



NSWC, National Centre of Excellence -GANDHINAGAR (GUJARAT) 382 016

Telephone: Phone No. 079-29900100

### Section I

Bid Reference No. **22/04001/189/2023-RC Gandhinagar-Operations Division**, Regional Director, Sports Authority of India (SAI) NSWC, NCOE, Gandhinagar, Gujarat for and on behalf of the Regional, Sports Authority of India invites online Bids (**Manual bids shall not be accepted**) on two bid system for Procurement of **NON VEGETARAIN ITEMS & EGGS** at SAI NCOE, Gandhinagar, Gujarat.

Tender No.	<b>22/04001/189/2023-RC Gandhinagar-Operations Division</b>
Item/ Job Description	<b>TENDER NOTICE FOR SUPPLY OF NON- V E G E T A R I A N ITEMS &amp; EGGS</b>
E tender Ref	<b>22/04001/189/2023-RC Gandhinagar-Operations Division</b>
Tendering Mode E-Procurement System of CPPP: <a href="https://eprocure.gov.in">https://eprocure.gov.in</a>	E tender Rate contract.
Date of Starting of e-Tender	15.01.2024
Date of Online Pre-Bid Meeting	19.01.2024 at 3 PM at SAI NSWC, NCOE, Gandhinagar (Guj.)
Date of closing of online e-tender for submission of Techno- Commercial Bid & Price Bid	24-01-2024
Validity of Tender	180 days
Delivery/Completion Period	365 days
Contract Period	01 Year (One Year)
Download Bidding Document	From CPP portal <b>*Vendors are requested to register in CPPP to download the Tender documents, DSC is mandatory. *</b>

**Schedule - A**

Sl. No.	Particulars	Bid security (EMD)	Approx. Cost of annual requirement Rs
1.	Non vegetarian items & Eggs (All Fresh items)	INR _____1,26,000 _/-	Rs. 42,00,000 /-

**CRITICAL DATE SHEET**

Publication of the Tender Document	15-01-2024 at 06.00 pm
Downloading of Bid Document Start Date	16.01.2024 at 09.00 am
Downloading of Bid Document End Date	24.01.2024 at 05.00 pm
Bid Submission Start Date	16.01.2024 at 10.00 am
Bid Submission End Date	24.01.2024 at 06.00 pm
Technical Bid Opening Date	25.01.2024 at 09:00 am
Pre bid meeting	19.01.2024 at 3 PM at SAINSWC, NCOE, Gandhinagar (Guj.)

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 tampered / 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.

Assistant Director/COO  
Sports Authority of India  
NSWC, Gandhinagar Gujarat

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

1. The Bidding Documents are for required services as mentioned in the biddocuments.
2. This section provides the relevant information as well as instructions to assist the prospective Bidders in the 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 the Contract.
3. 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 the rejection of its Bid.
4. **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.
5. **Bidding Expenses:** The Bidders shall bear all costs and expenditures incurred and/or to be incurred by it in connection with its bid including preparation and submission of its bid 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 bidding process.
6. **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 respects. Bidders would themselves be responsible for compliance with Rules, Regulations, Laws, and Acts in force from time to time in India. On such matters, the client shall not entertain any request from the bidders.

**B. Amendments to Bidding Documents**

1. At any time prior to the deadline for submission of the 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.

2. Such an amendment to the bid document will be uploaded on the SAI website: [www.sportsauthorityofindia.nic.in](http://www.sportsauthorityofindia.nic.in) and the GeM website of the Government of India i.e. <https://eprocure.gov.in>
3. Prospective bidders are advised in their own interest to visit the website of the Sports Authority of India (SAI) and CPP Portal for any amendment etc. before submitting their bids.
4. 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 deadline for submission of bids.

### **C. Preparation of Bids**

**Technical Bid:** The Bidder shall submit the following documents:

1. Certificate of Incorporation/ document proving ownership of the proprietary firm.
2. Documents mentioned in the qualification criteria of ATC.
3. National Electronic Fund Transfer (NEFT Form) as per **Annexure-I** for payment in Indian Rupee.
4. Certificate of Chartered Accountant showing annual average turnover of **Rs. 22.00 Lakh per annum** for the last three financial years 2020-21, 2021-22 & 2022-23. (If Accounts for the year 2022-23 is not finalized, then 2019-20, 2020-21 & 2021-22 should be submitted)
5. Goods & Services Tax Certificate.
6. Valid PAN
7. Registration No. and Certificates for Shops & Establishment Act of the respective state, if applicable.

**Note:**

- The Technical bid shall not include any financial information. Such a bid shall be summarily rejected.
- All documents should be submitted in PDF format.

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

**Financial Bid:** This should be uploaded online in the prescribed **BoQ** format of the biddocument.

1. The Bidder shall quote for all the components of items specified in the '**PriceSchedule Form**' provided under **BoQ including all (taxes, duties, levies, etc)**.
2. The unit price shown in the financial bid will be inclusive of all charges, taxes & duties, transportation, & GST.
3. The Bidder should quote prices for all items in BoQ.
4. It is the responsibility of the Bidder to go through the Bidding Document before offering rates as per the price schedule.
5. 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.
6. Conditional bids shall be summarily rejected.
7. All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/ RTGS/PFMS System. Bidders are required to fill in and attach the NEFT Mandate Form attached as per **Annexure-I**.
8. **Bid Prices:** The Bidder shall indicate on the Price Schedule provided under **BoQ** all the specified components of prices shown therein. All the columns shown in the price schedule should be filled up as required.
9. **Firm Price:** The prices quoted by the Bidder shall remain firm and fixed during the period of the contract and not subject to variation on any account.
10. 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, the 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.
11. Alternative Bids are not allowed.
12. The Financial bid/BoQ document **MUST NOT** be submitted as part of technical evaluation. Financial document/ BoQ must be submitted separately in the financial bid.

#### **D. Bid Security/Earnest Money Deposit (EMD)**

1. The Bidder should furnish an EMD of an amount of **3% of the total estimated amount**. The Bid Security is required to protect the SAI against the risk of the bidder's unwarranted conduct. Non-submission of Bid Security will be considered a major deviation, and the bid will not be considered.
2. The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category

## b. BIDDING DOCUMENTS

### 1. 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
Section IV	Bidding Forms
Section V	Schedule of Requirements & Technical Specifications/Scope of Work
Section VI	General Terms & Conditions

### 2. Amendment(s) to Bid Document

At any time prior to the deadline for submission of bid, the Purchase 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. 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.

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. 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.

### 3. 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.

The bidder may modify or withdraw his bid after submission, provided that a written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

### 4. Clarification of Bid Document

Bidder requiring any clarification or elucidation on any issue in respect of the bid document may

Take up the same with the Purchaser in writing. The Purchaser will respond in writing to such request provided the same is received (by the Purchaser) not later than 02 days prior to the prescribed original date of submission of bid. Any clarification issued by the Purchaser 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.

#### 5. Late bids

Any bid submitted after the specified date and time for submission of bids shall not be considered.

#### 6. Bid format

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

### c. PREPARATION OF BIDS

#### 7. Documents comprising the bid

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

#### 8. Technical Bid:

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

Bid Security is to be furnished in accordance with the clause of ITB and bid submission form as enclosed in this IFB.

Self-attested ID proof, address proof, Pan Card and a recent passport size colored photograph of authorized representative.

Certificate of Incorporation/ Registration Certificate of the firm/ Company/Agency. Documents mentioned in the qualification criteria as per **Section III(A)**.

**One year experience out of last 3 financial year of supply of similar items (Attach work order and experience certificate).**

**“Performance Statement” as Performa in Section III-B.**

National Electronic Fund Transfer (NEFT Form) as per **Section IV- (D)** for payment in Indian Rupee. Certificate of Chartered Accountant showing annual average turnover as mentioned in schedule A for the last three financial years viz 2019-20 ,2020-21 & 2021-22.

Goods & Services Tax Registration Certificate Valid PAN, TIN (Taxpayer IdentificationNumber)/TAN/VAT, if applicable .

Affidavit regarding non blacklisting on Rs. 100/- Stamp Paper

**Note-:**

- a. *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 .*
- b. *item(s), in addition to attracting penal provisions of the agreement.*
- c. *The Technical bid shall not include any financial information. Such a bid shall be summarily rejected.*
- d. *Bidder must have office in **Gandhinagar / Ahmedabad**. (Attach copy of Shop Act)*

**9. Bid currency.**

The Bidder shall quote the price as per the Price Schedule given in **BoQ** in Indian rupee only. Tenders, where prices are quoted in any other way shall be treated as non-responsive and rejected.

**10. Bid Price**

The Bidder shall indicate on the Price Schedule provided under **BoQ** all the specified components of prices shown therein. All the columns shown in the price schedule should be filled up as required.

Additional information and instruction on Duties and Taxes:

If the Bidder desires to ask for Excise Duty, Sales Tax/CST / VAT/ CENVAT, Custom Duty, Service Tax, Works Contract Tax etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later. Only statutory variations on finished product taking place after Bid submission shall be allowed to the extent of actual quantum paid by the supplier.

Octroi Duty and Local Duties & Taxes:

Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the Purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser.

However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt. Obtained for such payment to the Purchaser to enable the Purchaser to reimburse the supplier and take other necessary action in the matter. The need for indication of all such price components by the Bidders is for the purpose of comparison of the Bids by the Purchaser and will not way restrict the purchaser's right to award the tender on the selected Bidder on anyof the terms offered.

#### **11. Firm Price**

The prices quoted by the bidder shall remain firm and fixed during the supply of meant at purchaser site and not subject to variation on any account. As regards taxes and duties, if anything chargeable on the items relevant clause of this Section will be applicable.

#### **12. Alternative Bids are not allowed.**

#### **13. Documents establishing bidder's eligibility and qualifications.**

The bidder shall furnish, as part of its bid, relevant details and documents establishing its qualifications to perform the tender enquiry document/supply order/letter of award.

The documentary evidence needed to establish the bidder's qualifications:

#### **14. Documents establishing goods Conformity to TE Documents.**

The bidders shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the purchaser in the TE documents. For this purpose, the bidders shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender.

In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the bidders, the bidder shall list out the same in a chart form without ambiguity and providethe same along with its tender.

If a bidder furnishes wrong and/or misleading data, statement(s) etc. regarding the technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

#### **15. Bid Validity**

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.

In exceptional circumstances, Purchaser 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 a holiday or closed day for the Purchaser, the bid validity shall automatically be extended up to the next working day.

#### **16. The purchaser's right to accept any bid and to reject any or all bids.**

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

## 17. Signing of bids

The bid shall be duly signed at the appropriate places as indicated in the bid document and also in all other pages of the bid. The bid 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 person signing the bid shall initial the same. The letter of authorization shall be in the format placed at **Section IV-E**, which shall also be furnished along with the bid.

Bid shall either be typed in indelible ink and the same shall be signed by the bidder or by a person who has been duly authorized to bind the bidder to the contract and uploaded in PDF format.

### (a) 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 Purchaser not later than the date and time prescribed in the bid document.

The purchaser, at his discretion, may extend the deadline for submission of bids by amending the bid document. In that case, all rights and obligations of the Purchaser and the bidders would automatically stand extended.

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

### ARBITRATION CLAUSE

- a. In the event the said mutual discussions/conciliation fail, the aggrieved party shall initiate arbitration proceedings for resolution of differences/disputes etc. mentioned above by appointing a sole Arbitrator, who shall be the Director General of SAI. In such an event the said proceeding shall be conducted in accordance with the provision of the Arbitration and Conciliation Act 1996.
- b. The venue of such arbitration proceedings shall be Gandhinagar only and the courts in Gandhinagar (Gujarat) alone will be the jurisdiction in respect of all proceedings connected therewith.
- c. In a tender, either the Indian agent on behalf of the Principal/OM or Principal/OM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- d. If an agent submits a bid on behalf of the Principal/OM, the same agent shall not submit a bid on behalf of another Principal/OM in the same tender for the same item/product.
- e. The Regional Director, SAI NCOE, Gandhinagar will be legally and lawfully competent to cancel the contract of supply and also to take any other action against the supplier including imposing of penalty as per the terms, on the supplier during the pendency and till the final execution of the contract of supply in case the supplier is ever found to have committed any fraud against them or over-billing for any material so supplied to them or financial losses during the contract period or committed breach of agreement

## 18. Opening of bids

The Purchaser will open the bids at the specified date, time, and place. If due to administrative reasons the venue/date/time of bid opening are changed, it will be published on the SAI's website. In case the specified date of bid opening falls on a holiday or is subsequently declared a holiday or closed day for the Purchaser, the bids will be opened at the appointed time and place on the next working day.

### Scrutiny and Evaluation of Bids

1. Basic Principle: Bids will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which bids have been received and the terms, conditions, etc. mentioned by the bidders in their bids.
2. The SAI will examine the Bids 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 and stamped and whether the Bids are generally in order.
3. SAI will determine the responsiveness of each Bid to the TE Document without recourse to extrinsic evidence.
4. The bids 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 bids which do not meet the basic requirements are liable to be treated as non – responsive and will be summarily ignored.
5. If, in the price structure quoted by a bidder, there is a discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the SAI feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
6. If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected.
7. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
8. If, as per the judgment of the SAI, there is any such arithmetical discrepancy in a bid, the same will be suitably conveyed to the bidder by mail. If the bidder does not agree to the observation of the SAI, the bid is liable to be ignored.
9. Qualification Criteria Bids of the Bidders, who do not meet the required Qualification Criteria will be treated as non - responsive and will not be considered further.
10. If required, SAI may ask for clarifications from the bidders regarding the documents submitted during the technical evaluation stage.
11. Comparison of Bids and Award Criteria. The Contract shall be awarded to the responsive Bidder(s) who is Overall Lowest 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 the total payout including all taxes, duties, and levies.
12. Contacting the SAI In case a bidder attempts to influence the SAI in the SAI's decision on scrutiny.
  - a) Two – bid system as mentioned above will be as follows: -
  - b) The **Technical Bids** are to be opened in the **First Instance**. These Bids shall be scrutinized and evaluated by the Tender Inviting Authority with reference to parameters prescribed in the Bidding Document. During the Technical Bid opening, the Bid opening official(s) will read the salient features of the Bids like brief description of the services offered, Completion period, Bid Security and any other special features of the Bids, as deemed fit by the Bid opening/evaluating official(s). Then, the **Second Stage** the **Price Bids** of only the technically eligible firms in the first stage shall be opened for further scrutiny after the evaluation of the Technical Bid. The prices, special discount if any, offered etc., as deemed fit by Bid opening official(s) will be readout.

### **19. Basic Principle**

Bids will be evaluated based on 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.

### **20. Scrutiny of Bids**

The Purchaser will examine the Bids to determine whether they are complete, whether the documents have been properly signed, stamped and whether the Bids are generally in order. Prior to the evaluation of Price Bids, the Purchaser will determine the substantial responsiveness of each Bid to the Bidding Document. For purposes of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the

Bidding Documents including Technical Specifications without material deviations. However, the Purchaser may waive minor deviation and /or minor irregularity and/or minor nonconformity in the Bid, If a Bid is not substantially responsive, it will be rejected by the Purchaser.

#### **21. Minor infirmity/irregularity/non-conformity**

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

#### **22. Discrepancies in Prices**

If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price(which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly. If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected, and if there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail. If, as per the judgment of the purchaser, 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 purchaser, the tender is liable to be ignored.

#### **23. Qualification Criteria**

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

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

The comparison of the techno commercially responsive Bids for ranking purpose shall be carried out on Free Delivery at Consignee Site basis.

**The bidders are requested to quote for all the parts of Section-V and as well.**

- a. The Purchaser reserves the right to give the price preference/ purchase 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 to establish their claim for such preferences. The letter of award shall be awarded to the responsive Bidder(s) who is **Overall lowest** and who meets the laid down Qualification Criteria in the Bid documents.
- b. The bidders should note that the contract awarded will be a rate contract and estimated cost is only indicative. Further, there is no minimum guarantee of the quantity of items to be procured.

#### **25. Contacting the Purchaser**

From the time of submission of tender to the time of awarding the letter of award, if a BIDDER needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing/mail. In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the letter of award, 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 purchaser.

#### **(b) AWARD OF TENDER**

#### **26. The Purchaser's Right to accept any tender and to reject any or all tenders.**

The purchaser reserves 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 tender, without incurring any liability, whatsoever to the affected bidder or bidders.

## 27. Notification of Award

The bidder whose bid has been accepted will be notified of the award by the Purchaser prior to the expiry of the bid validity period.

Before expiry of the bid validity period, the Purchaser will notify the successful bidder in writing, by CPP Portal or by email that its bid for items, which have been selected by the Purchaser, has been accepted; also, briefly indicating there-in, that the essential details like description, quantity of the items, and delivery period, and prices have been accepted. The successful bidder must furnish the Purchaser the required Performance Security within 15 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 GTC Clause 4 under **Section VI**.

The Letter of Award (LoA) will state the sum that the Purchaser will pay to the successful bidder in consideration of the items to be supplied by him. The details of award of work and name of the successful bidder shall be mentioned on the CPPP and in the notice board/bulletin/website of SAI. The Purchaser reserves the right to issue the Letter of Award supplier wise and schedule wise.

Notification of Award shall constitute the conclusion of the Contract.

## 28. Variation of quantities at the time of award

At the time of awarding the letter of award/supply order, the Purchaser reserves the right to increase or decrease, the quantity of items mentioned in the "Schedule of Requirements" 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. The SAI reserves the right to buy and not to buy any of the items mentioned in Section-V.

## 29. Annulment of Award

Failure of the successful bidder to comply with the requirement of Purchaser and furnishing Performance Security as per **format attached in Section VI** shall constitute sufficient ground for annulment of the award and forfeiture of bid security.

### 30. Cancellation of Bid

The Purchaser reserves the right to cancel the bid(s)/supply order/Letter of Award without assigning any reason.

### 31. Disqualification

The purchaser reserves the right to disqualify the bidder for a suitable period who fails to supply the items in time. Further, the bidder(s) whose items do not perform satisfactorily in accordance with the specifications may also be disqualified for a suitable period by the Purchaser.

### 32. Non-receipt of Performance Security.

Failure of the successful Bidder in providing Performance Security the Bidder liable for forfeiture of its bid security and, also, for further actions by the Purchaser against it as per the relevant **clause of GTC** – Termination of default in Section-VI and other administrative actions as deemed fit by the purchaser.

### 33. Corrupt or fraudulent practices

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

- i) 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.
- ii) Will declare a firm ineligible or blacklist, either indefinitely or for a stated period, to be awarded a contract by the Purchaser 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.
- iii) The Purchaser 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.

### 34. Conflict of Interest among bidders/agents

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of the purchaser'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.

- i) they have controlling partner (s) in common; or
- ii) they receive or have received any direct or indirect subsidy/financial stake from any of them; or
- iii) they have the same legal representative/agent for purposes of this bid; or
- iv) 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
- v) 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.

- vi) in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following: -
- vii) The principal manufacturer directly or through one Indian agent on his behalf; and Indian/foreign agent on behalf of only one principal.
- viii) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid; in case of a holding company having more than one independently manufacturing 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.

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

**AUTHORISED SIGNATORY  
(NAME IN BLOCK LETTERS)  
SEAL OF THE TENDERER**

## **SECTION – II (B) INSTRUCTIONS FOR ON LINE 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 submit their bids online on the CPP Portal. For more information useful for submitting online bids on the CPP Portal may be obtained from: <https://eprocure.gov.in//eprocure/app>.

### **2. REGISTRATION**

- a) 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.
- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) 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. D
- d) During 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., Capricorn/nCode/eMudra etc.), with their profile.
- e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible for ensuring that they do not lend their DSCs to others which may lead to misuse.
- f) The 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. The parameters could include Tender ID, Organization Name, Location, Date, Value, etc.
- ii. 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.
- iii. 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.
- iv. The bidder should make a note of the unique Tender ID assigned to each tender, in case if they want to obtain any clarification / help from the helpdesk may use it.

### **4. PREPARATION OF BIDS:**

- a. The bidder should consider the corrigendum published on the tender document before submitting their bids.
- b. 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 needs to be submitted. Any deviations from these may lead to rejection of the bid.
- c. The bidder, in advance, should get ready the technical bid documents to be submitted as indicated in the

tender document, they should be in PDF format. Bid documents may be scanned with 100 dpi with a black and white option which helps in reducing the size of the scanned document.

- d. 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.
- e. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents.
- f. 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 the bid submission process.

## 5. SUBMISSION OF BIDS:

- a. Bidders 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.
- b. The bidder must digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c. Bidder has to select the payment option as “offline” to pay the EMD as applicable and enter details of the instrument.
- d. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- e. 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.
- f. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- g. Upon the successful and timely submission of bids (ie 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.
- h. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid.
- i. This acknowledgement may be used as an entry pass for any bid opening meetings.
- j. The tenders will be received online through portal [h http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app). In the Technical Bids, the bidders are required to upload all the documents in **pdf format & Financial Bid to upload in BoQ format** (MS Excel). All bids (Both Technical and Financial should be submitted in the E-procurement portal).

## 6. ASSISTANCE TO BIDDERS

- a) 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.

- b)** 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.

### SECTION – III (A) QUALIFICATION CRITERIA

The bidder must satisfy the following eligibility criteria.

S. N.	Criteria	Documentary Evidence Required
1.	The bidder must be a company/firm/sole proprietor registered in India with the office in Gujarat	Enclose copy of certificate of incorporation/registration issued by relevant authority in India.
2.	The bidder should have a valid GST No. or should have registered under GST.	Enclose copy of GST registration certificate.
3.	The bidder should have a registered office in Gujarat	Rent Agreement, Electricity bill or another relevant document.
4.	PAN certificate	Enclose copy of document
5.	Bidder must have annual average turnover of <b>Rs. 22 Lakh</b> for the last three financial years 2020-21, 2021-22 & 2022-23 (If accounts for the year 2022-23 is not finalized, then 2019-20, 2020-21 & 2021-22 should be submitted)	Certificate of Chartered Accountant that provides the information explicitly as per the criteria. Certificate of Chartered Accountant is mandatory. Providing Balance Sheet or Financial Statements is not sufficient for this requirement.
6.	The bidder must have successfully executed the work of the following value in the past three years: 1. One order of at least 80% of the contract value <b>OR</b> 2. Two orders of at least 50% of the contract value <b>OR</b> 3. Three orders of at least 40% of the contract value	Copy of work order/work completion certification along with the payment proof to be submitted.
7.	NEFT Mandate Form	Annexure - I
8.	Disclosure of conflict of interest	Annexure - II
9.	Disclosure of code of integrity	Annexure - III
10.	Declaration as per New GFR Clause, 144 (xi)	Annexure - IV
11.	Affidavit/Undertaking	Annexure – V
12.	Declaration of local content	Annexure -VI
13	Bid Submission form	Section IV (A)

## EVALUATION CRITERIA

1. The 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 the qualification criteria of the tender documents.
4. The Contract shall be awarded to the responsive Bidder(s) who is **Overall L1**lowest and who meets the laid down Qualification Criteria in the Bid documents.

**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.

**Annexure-I****NEFT MANDATE FORM**

To  
 The Regional Director I/c  
 Sports Authority of India  
 Regional Centre,  
 Gandhinagar

Date.....

**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 undernoted account.

**NATIONAL ELECTRONIC FUNDS TRANSFER MANDATE 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>Agency/Contractor Bank Account No.</b>	
<b>Type of Account</b>	
<b>IFSC code for NEFT</b>	
<b>IFSC code for RTGS</b>	
<b>Agency/Contractor name as per Account</b>	
<b>Telephone no. of Agency/Contractor</b>	
<b>Agency/Contractor E-mail ID</b>	

[Signature with date, name and designation] For  
 and on behalf of Messrs \_\_\_\_\_

[Name & address of the bidder]

**Enclose a copy of Crossed Cheque**

**Annexure-II****DISCLOSURE OF CONFLICT OF INTEREST**

It is hereby disclosed that we do not have any conflict of interest with other bidders in terms of the conditions stipulated in the Tender Document. If this disclosure is found wrong later, we are liable for punitive action as per the terms of the agreement.

(Authorized Signatory)

Stamp

## 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

**Annexure-IV****Declaration as per New GFR Clause, 144(xi)**

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

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

For and on behalf of

(Name, address and stamp of the tendering firm)

**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. 100/- duly certified by Public Notary*

**Declaration for Local content:**

Bidder should be Class I Local Supplier or Class II Local Supplier will be eligible to bid in this IFB.(As per 3 (b) of DPIIT order dated 16.09.2020).

Class I Local Supplier means a supplier or service provider whose goods, services or works offered has local content equal to or more than 50%

&

Class II Local Supplier means a supplier or service provider whose goods, services or works offered has local content more than 20% but less than 50%.

As per 9 (a) of the above order, bidders are required to submit a declaration indicating percentage of local content and provide self-certification that the item offered meets the local content requirement for Class I/II local supplier as the case may be.

A undertaking in this regard may be submitted.

(Signature of the bidder)  
NAME & ADDRESS OF THE BIDDER

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

Date\_\_\_\_\_

To  
Regional Director  
Sports authority of India  
Netaji subhas western center,  
NCOEk road, sector-15, Near  
mahatma mandir gandhinagar-  
382 016gujarat

Ref: Your Bidding Document No.01/SAI/NSWC/NCOE/MESS ITEMS/2023-24 dated.....

Sir,

We, the undersigned, have gone through the above-mentioned Bidding Document, including amendment/corrigendum no.\_\_\_\_\_dated\_\_\_\_\_(if any), the receipt of which is hereby confirmed. We now offer to supply and deliver **MESS ITEMS NON VEGETARAIN ITEMS AND EGGS at SAI NSWC, Gandhinagar**

the purchasers named in the schedule *in* conformity with your above referred document att~~er~~ates 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.

We agree to keep our Bid valid for acceptance for 180 days or for a 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 fully agree to abide by all terms and conditions of General Terms & Conditions as per **Section- VI.**

We further understand that you are not bound to accept the lowest or any Bid you m~~y~~receive against your above-referred Bid Reference.

We confirm that we do not stand being 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 of the Bidder]

**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 2020

For\_\_\_\_\_

(Signature)

(Name, Title, and Address) Witnesses:

- 1.
- 2.

Accepted (Notarized)

(Signature)

(Name, Title and Address of the Attorney)

**Section IV**  
**(D)Price Schedule Format**  
**SUPPLY OF MESS ITEMS NON VEGETARAIN ITEMS AND EGGS**

**BOQ (Bill of Quantity) /PRICE BID**

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

**Please refer BoQ**

## SECTION– V

### SCHEDULE OF REQUIREMENTS & TECHNICALSPECIFICATION

**Note:**

1. All below items for which the bidder is quoting should be of highest quality.
2. The purchaser reserves the right to purchase all items, or some items mentioned in Section-V without assigning any reason.
3. The below list of items is tentative, the purchaser can increase & decrease as per requirement.

**Consignee Details:**

Regional Director Incharge, Sports Authority of India, Netaji  
Subhas Western Centre, Kh Road, Near Mahatma Mandir, Sports  
Complex, Gandhinagar, Gujarat-382016.

#### NON-VEGETARIAL ITEMS AND EGGS

Sr No.	Name of the items	Brand/Specifications	Rate Quoted /Unit/Per kg.	Remarks
1	Chicken Eggs- (minimum weight 60gms)	White (Min.wt 60gms.)		Each
2	Fish Rahu (cleaned)	Cleaned		Per kg
3	Fish Silver (cleaned)	Cleaned		Per kg
4	Fish Katla (cleaned)	Cleaned		Per kg
5	Surmai	Boneless		Per kg
6	Basa	Boneless		Per kg
7	Sug Queen	Boneless		Per kg
8	Nariyeli (Watta Narela)	Boneless		Per kg
9	Chicken Drumstick	Leg Piece		Per kg
10	Chicken Breast	Chicken		Per kg
11	Chicken Kheema	Chicken		Per kg
12	Whole chicken with skin	With skin (Broiler)		Per kg
13	Chicken (without skin, liver, gizzard, neck, wings, carcass and legs cut upto knee & without dipping in water – max. weight after cleaning shall be 600gms-700gms).	Broiler Chilled		Per kg
14	Mutton- thigh, leg, chest portions only without liver, fat etc. after removing unwanted bones.	Lamb/Goat		Per kg
15	Mutton Kheema	Lamb/Goat		
Total Price: (Rs. In Figures)				
Total Price: (Rs. In words)				

## Scope of Work

Tenderer's Sign. &amp; seal

1. To provide Eggs and Non-Vegetarian Items at Sports Authority of India (SAI), NCOE Gandhinagar.
2. To arrange for supply of Eggs and Non-Vegetarian Items as required at the site by the contractor at his own cost.
3. In the case of failure to supply, short supply or sub-standard supply 'risk purchase' will be made by the organization out of the Performance Guarantee of the said Contractor (this includes the difference tender rate and risk purchase plus incidental charges).
4. It will be the responsibility of the supplier/bidder to ensure that items supplied are of the good and standard quality and free from all defects. The decision of the SAI NSWC Gandhinagar shall be final as to the quality of the items and shall be binding upon the successful bidder. Any item fails conformity Specification or quality will be rejected out rightly and it shall be replaced immediately at the risk and cost of the supplier.
5. **Delivery Period.** The Contractor must be able to supply the fresh provisions at very short notice as and when required. 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.
6. **Quality:** Packed and **first quality** to be supplied as per the Schedule of Requirements (wherever applicable).
7. The entire products should be within the safe period of expiry period.
8. If any products received don't match brand or quality mentioned in the supply order will be returned.
9. There should not be any loose packing, damaged boxes, or dented cans.
10. If there is any grittiness, sand, stones, insect, insect infestation or any other form of adulteration the product will not be accepted.
11. Frozen products and chilled products should be received within the safe temperature range as required.
12. The successful bidder is strictly required to supply all the goods branded company/Premium Quality only.
13. Material indented for shall be supplied in full quantity within stipulated time. In case of delay in supply/ non supply/ short supply of any other complaint, SAI reserves the right to adjust extra liabilities from the Earnest Money/Security Money, disapprove a brand/all brand or may take any other action as deemed fit.

14. The required goods should be supplied fresh within 0-3 months of the date of manufacture.
15. Supplied items should be approved from ISI Mark/AGMARK/FSSAI/FPO Quality/Norms wherever applicable.
16. It will be the responsibility of the supplier to ensure that the items supplied are of good standard quality and free from all defects.
17. The decision of the SAI NCOE Gandhinagar shall be final as to the quality of the items and shall be binding upon the tenderers. Any item fails conformity Specification or quality will be rejected out rightly and it shall be replaced immediately at the risk and cost of the supplier.
18. The goods supplied must be in proper packaging and should have complete information in all respects i.e. Price, Batch No, Mfg. date and Expiry Date etc. with statutory details.
19. Supply items should be supported with delivery Challan.
20. In case of doubt in material the expenditure on testing of material will be borne by the tenderer.
21. Transportation & Loading & Unloading charges will be inclusive of the rate quoted by the tenderer and no extra charges will be paid.
22. The items required are as per the list attached in the BoQ document attached.
23. The supplier should give an undertaking that sub-standard items if supplied will be replaced at no extra cost within 01 day of the defect being brought to notice of the supplier.
24. The Supplier should fulfill the following conditions regarding goods.
  - a) The bill should clearly mention the batch number, Manufacturing Date, and date of expiry of the supplied product wherever applicable.
  - b) The packed products should be fresh stock within 0-3 months of manufacturing.
  - c) The product to be replaced if required within three months of expiry date.

**I have read and understood all the Terms & Conditions of the Tender and hereby undertake to abide by same.**

**Authorized Signature Name & Address  
of the firm with seal**

## SECTION-VI GENERAL TERMS & CONDITIONS (GTC)

The General Terms & Conditions incorporated in this Section shall be applicable for this purchase to the extent the same is not superseded by **Schedule of Requirements and Specifications** under **Section V** of this document.

Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings:

“**Applicable Law**” means the laws and any other instruments having the force of law in India for the time being.

“**Supplier**” means any private or public entity that will supply the goods to SAI under the tender enquiry document/letter of award.

“**Day**” means calendar day.

“**GOI**” means the Government of India “**SAI/Purchaser**” means the Sports Authority of India “**GTC**” means the General Terms & Conditions “**In writing**” means communicated in written with proof of receipt.

### 1. Use of documents and information

The supplier shall not, without the purchaser’s prior written consent, disclose the tender document or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purpose of such performance for this contract.

Further, the supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GTC sub clause 2.1 above except for the sole purpose of performing this tender enquiry document.

Except the Letter of Award issued to the supplier, each and every other document mentioned in GTC sub clause

2.1 above shall remain the property of the purchaser and if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier’s performance and obligation under this tender enquiry document.

### 2. Performance Security

The supplier shall furnish performance security to the Purchaser for an amount equal to **five percent (5%)** of the total value of the letter of award/supply order within **fifteen (15)** days from date of the issue of Notification of Award by the purchaser, valid up to sixty days after the contract period i.e. one year.

The Performance security shall be denominated in Indian Rupees or in the currency of the contract in any one of the forms namely Demand Draft, Fixed Deposit Receipt/Banker’s Cheque drawn from commercial bank in India in favor of **Regional Director (I/c), Sports Authority of India,** payable at **Gandhinagar, Gujarat**.

### 3. Terms of Delivery

In the event of any amendment issued to the letter of award/supply order, regarding extension of Delivery Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract/ purchase order /supply order. In the case of Delivery Duty Paid (DDP), the date of receipt of stores at Consignee’s site shall be considered as the date of delivery. The tenderer must use the approved tender forms only and tenderer must quote for all the items mentioned in the List of items under each category. Transfer of Tender Forms is not allowed; Prices quoted by the Tenderer (Incl. tax) shall remain firm for a period of 12 months from the date of our acceptance of your tender except in the case of items of MRP and no increase in price of other items whatsoever will be allowed irrespective of the change in our requirement.

The successful tenderer will have to execute an Agreement for the due performance of this contract on non-judicial stamp paper worth Rs.100/- within one week of the receipt of the allotment order and till then no payment will be released.

The quantities indicated are approximate requirement and are subject to increase/decrease without notice and the Tenderer will be bound to supply the increased/decreased requirement at the quoted rates.

Delivery will be the essence of the contract and if the materials are not delivered within the specified time/period or not conform to SAI's requirement standard, the Center will reserve the right to reject the same and purchase the goods from other sources and the defaulting tenderer will, on demand, unconditionally arrange to reimburse the sum equivalent to the difference between the rate tendered by him and the rate of the item procured from any other source(s).

- . **Your quotation shall include free delivery to our designated location(s) SAINSWC, NCOE, Sector-15, Gandhinagar CAMPUS. The receipt of quantity supplied will be prepared in duplicate and one copy will be kept by SAI and the other to be retained by the supplier duly signed by the official receiving the stores. Material intended for shall be brought in full and any shortage in weight shall be treated as non-supply and action will be taken in terms of the agreement.**
- . The officer receiving the stores will have the right to reject the articles if not found fresh or substandard. In case of any adulteration in the food articles, the supplier will be held responsible under the clauses laid down in Prevention of Food Adulteration Act, 1955, as amended to date.

The center reserves the right to inspect the successful tenderers premises through its representatives and shall be the final judge of the suitability of the premises and the manufacturing conditions.

The successful tenderer shall furnish a Bank Guarantee or Cash deposit of Minimum 5% of total annual purchase as SECURITY DEPOSIT. The deposit will be free of interest and is liable to be forfeited in whole or in part as may be determined by SAI at its sole discretion in the event of any lapse or unsatisfactory performance, affecting the reputation of the authority and/to the regularity and efficiency of its service. Such Security amount will be returned after 60 days from the expiry of contract period.

4. The terms and conditions can be modified, changed, or added to, at the time of finally concluding and signing the agreement.
5. If the supplier, having been notified, fails to rectify/replace the defect(s) promptly, the Purchaser may proceed to take such remedial action(s) as deemed fit by the Purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the Purchaser may have against the supplier.

### **5.Prices**

Prices to be charged by the supplier for supply of items in terms of the price bid shall not vary from the corresponding prices quoted by the supplier in its bid.

### **6. Insurance:**

Unless otherwise instructed, the supplier shall decide for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

In case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire stores

contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier and should be valid till 3months after the receipt of goods by the Consignee.

#### **7. Assignment**

**The supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligation to carry out the tender enquiry document, except with the Purchaser's prior written permission.**

#### **8. Taxes, Duties and Octroi**

The supplier shall be entirely responsible for all taxes, duties, levies etc. incurred until delivery of the contracted items to the Purchaser. Only statutory variations on the finished product if stipulated in contract shall be allowed to the extent of actual payment by the supplier.

#### **9. Terms and Mode of Payment**

Payment shall be made in Indian Rupees as specified in the tender enquiry document in the following manner: Hundred percent (100%) payment of the contract price subject to recoveries/liquidated damages/shortages etc., if any, shall be paid on receipt of items in good condition and upon due certification and verification of satisfactory delivery by the authorized representative.

The supplier shall not claim any interest on payments under the tender enquiry document. Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.

The supplier shall send its claim for payment in writing, when contractually due, along with following documents duly signed with date, to the Purchaser: -

- i. Supplier's invoice indicating, inter alia, description and specification of the goods, quantity, unit price, total value.
- ii. Inspection certificate issued by purchasers.
- iii. any other document (s) as and if required in terms of tender document.

All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/RTGS/PFMS systems as per the NEFT Mandate form at **Annexure-I**

**10.Delay in the supplier's performance**

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 **up to** 10% of gross monthly bill amount of respective month (First Default – 5%. Second default – 7.5%, Third default and afterwards – 10/%) will be made as penalty or as decided by the Regional Director, Sports Authority of India, RC Gandhinagar.

Repeated fault may result in forfeiture of part or whole of Performance Security Money and even termination of the contract.

**11. Penalty terms:**

**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 up to 10% of gross monthly bill amount of respective month (First Default – 5%. Second default – 7.5%, Third default and afterwards – 10/%) will be made as penalty or as decided by the Competent Authority of SAI RC Gandhinagar and the decision will be final and binding upon the supplier.**

12. Repeated faults may result in the forfeiture of part or whole of Performance Security Money and even termination of the contract.

**13. Termination for default**

The Purchaser, without prejudice to any other contractual rights and remedies available to it (the Purchaser), may, by written notice of default sent to the supplier, terminate the letter of award/supply order in whole or in part, if the supplier fails to deliver any or all of the items or fails to perform any other contractual obligation(s) within the time period specified in the tender enquiry document/letter of award/supply order, or within any extension thereof granted by the Purchaser.

Unless otherwise instructed by the Purchaser, the supplier shall continue to carry out the tender enquiry document/letter of award/supply order to the extent not terminated.

**14. Termination for insolvency**

If the supplier becomes bankrupt or otherwise insolvent, the Purchaser reserves the right to terminate the supply order/letter of award at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and/or will accrue thereafter to the Purchaser.

**15. Force Majeure**

The supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the tender document is the result of an event of Force Majeure.

For purpose of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence, and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the tender enquiry document/letter of award/supply order as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the performance in whole or in part or any obligation under this tender enquiry document/letter of award/supply order is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the tender enquiry letter of award/supply order without any financial repercussion on either side.

In case due to a Force Majeure event the Purchaser is unable to fulfill its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub paragraphs.

## 16. Notice

Notice, if any relating to the tender enquiry document given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender with the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the tender enquiry document/letter of award/supply order.

The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

## 17. Termination for convenience

The Purchaser reserves the right to terminate the letter of award/supply order, in whole or in part for its (Purchaser's) convenience, by serving written notice to the supplier at any time. The notice shall specify that the termination is for the convenience of the Purchaser. The notice shall also indicate inter-alia, the extent to which the supplier's performance under the letter of award/supply order is terminated, and the date with effect from which such termination will become effective.

The items which are complete and ready in terms of the tender enquiry document/letter of award/supply order for delivery within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser following the tender enquiry documents terms, conditions, and prices.

## 18. Fall Clause

The Supplier undertakes that he has not supplied/is not supplying similar products/items to any Department of Govt. Of India i.e., Central Government/State Government, Statutory Undertakings of Central/State Governments/Local Bodies etc. and as well as to private Purchaser, domestic or foreign at a price lower than that offered in the present bid.

If it is found at any stage that similar product/systems or sub systems was supplied by the Supplier to any of the above Organizations as well as to private Purchaser, domestic or foreign, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Supplier to the Purchaser, if the goods has already been supplied.

## 19. Withholding and lien in respect of sum claimed

Whenever any claim or claims for payment of a sum of money arises out of or under the letter of award against the Contractor, the Purchaser shall be entitled to withhold and also have the security, if any, deposited by the Contractor and for the purpose aforesaid, the Purchaser shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Purchaser shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same contract or any other contract with the Purchaser or the Government, pending finalization or adjudication of any such claim and that The Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

## 20. Resolution of disputes

If dispute or difference of any kind shall arise between the Purchaser and the supplier in connection with or relating to the tender enquiry document/letter of award/supply order, the parties shall make every effort to resolve the same amicably by mutual consultations.

**Arbitration:** In the event of any dispute or difference between parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Director General, Sports Authority of India, New Delhi. The provisions of Arbitration and Conciliation Act, 1996 (No. 26 of 1996) shall be applicable to the arbitration under this clause. The procedure and fee of the arbitrators shall be in accordance with the prevalent procedure and policies of SAI.

**Venue of Arbitration:** The venue of arbitration shall be the place from where the letter of award has been issued, i.e., Gandhinagar (Gujarat) only. The Courts of Gandhinagar will have exclusive jurisdiction to try the disputes.

## **21. Applicable Law**

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

**22.** If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

**23.** If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

**24.** The minimum average annual financial turnover of the bidder during the last three years, ending on 31<sup>st</sup> March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

**25.** Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

**26.** Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are

not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

OM\_No.1\_4\_2021\_PPD\_dated\_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

**27.** Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent

Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15%(Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023 OM\_No.1\_4\_2021\_PPD\_dated\_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

**28.** Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

**29.** Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

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

**AUTHORISED SIGNATORY  
(NAME IN BLOCK LETTERS)  
SEAL OF THE TENDERER**