SPORTS AUTHORITY OF INDIA

CENTRAL REGIONAL CENTRE, BHOPAL

Tender Document for Supply of Vegetables & Fruits items

AT

SPORTS AUTHORITY OF INDIA, UDHAV DAS MEHTA (BHAI JI),
CENTRAL REGIONAL CENTRE, GRAM GORA, BISHENKHERI,
POST - SURAJ NAGAR, BHOPAL (MADHYA PRADESH) PIN- 462044

Telephone: 0755- 2970823
Email – rdsaibho-mp@gov.in
Websites: http://sportsauthorityofindia.nic.in

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Invitation of Bid (IFB)

Sports Authority of India under Ministry of Youth Affairs and Sports, Govt. of India invites **On-line bids** from eligible bidders, in single stage two bid systems for procurement of Vegetables & Fruits items for SAI NCOE Bhopal.

S. No	Name of Item	EMD
1	Supply of Vegetables & Fruits items for In-house mess of SAI NCOE Bhopal	Rs.2,30,000/-

Scanned copy of Bid Security/Exemption certificate is to be uploaded online and Hard copy of the Bid Security/EMD must be sent to the Office of Regional Director, Sports Authority of India, Central Regional Centre, Bhopal on or before End Date & Time of bid submission as mentioned in Critical Date Sheet.

SCHEDULE OF BIDDING PROCESS WITH KEY DETAILS

Date of publish of RFP on e-procurement portal of CPP	27.10.2026 (04:00 PM)
Start date and time of downloading of document	27.10.2026 (04:00 PM)
Bid submission start date	27.10.2026 (04:00 PM)
Pre-Bid Meeting Date & Time	03.11.2026 (12:00 Noon)
Last Date and Time of uploading/submission of Bids	16.11.2026 (04:00 PM)
Bid Validity	**180**
Opening of Techno-Commercial Bid (Bid 1)	17.11.2026 (04:00 PM)

Venue of submission of physical submission of Bid Security/Earnest Money Deposit (EMD)	**Sports Authority of India, Central Regional Centre, Gram Gora Bishenkheri, Post Suraj Nagar, Bhopal-462044**
Corrigendum to Tender/ Bid Enquiry Document	At any time prior to the deadline for submission of bids, the purchaser may, for any reason deemed fit by it, modify the Tender Enquiry Document by issuing suitable Corrigendum to it. Corrigendum will be notified through CPP Portal only.
Clarification of Tender/Bid Enquiry Document	A bidder requiring any clarification or elucidation on any issue of the Tender/Bid Enquiry Document may take up the same with the purchaser through **CPP Portal only**. The purchaser will respond through CPP Portal to such request provided the same is uploaded within the time schedule mentioned in CPP

Pre- Bid Meeting	Through Online (Zoom)
Time: 3rd November, 2026 (12:00 Noon) Join Zoom Meeting https://us06web.zoom.us/j/2103961703?pwd=PjORRw6nMxCLFaeIBZmSnQ7B1d5pGO.1&omn=85232295221 Meeting ID: 210 396 1703 Passcode: 12345	
Integrity Pact	2 (Two) copies of Integrity Pact in original to be submitted as per **Annexure-I** on notarized stamp paper of Rs.100 as part of technical bid submission as well as in hard copy which may be submitted to below address **before the bid opening date & time:** Regional Director, Sports Authority of India, Central Regional Centre, Gram Gora, Bishenkheri, Post Suraj Nagar, Bhopal (Madhya Prdesh)–462044 **Note: The bid submitted without Integrity Pact (as part of technical bid as well as in hard copy) shall be summarily rejected.**

*The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as along with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs

1. Bidders may download the Bidding Documents from the web site- w.w.w sportsauthorityofindia.nic.in& CPP Portal of Govt. of India i.e. http://eprocure.gov.in/eprocure/app. Bidders shall ensure that their Bids, complete in all respect are 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 'Instructions to the Bidder for e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at http://eprocure.gov. in/eprocure/app.

3. Bidders shall not tamper/modify the tender form including downloaded price bid template in any manner**.** In case, the same is found to be tempered/ modified in any manner, tender will out-rightly be rejected.

4. Intending bidders are advised to visit again CPP Portal website www.eprocure.gov.in and SAI website http://sportsauthorityofindia.nic.in before submission of tender for any corrigendum / addendum/ amendment.

Regional Director
Sports Authority of India
CRC Bhopal
E-mail: rdsaibho-mp@gov.in

SECTION – I

INSTRUCTIONS TO BIDDERS (ITB)

(a) PREAMBLE

1. **Definitions and Abbreviations**

i) The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

ii) Definitions:

a. **"SAI"** means the organization purchasing goods and services a s incorporated in the Tender Enquiry documents i.e, supply of Vegetables & Fruits items

b. **"Tender"** means bids/quotations/Tender received from a Firm/ Bidder.

c. **"Bidder"** means bidder/the individual or firm submitting bids/Quotations/Tender.

d. **"Supplier/Contractor"** means the individuals/company or the firm providing goods as incorporated in the contract.

e. **"Earnest Money Deposit"** (EMD) means Bid Security/monetary or financial guarantee to be furnished by a bidder along with its tender.

f. **"Contract"** means the written agreement entered into between the SAI and supplier, together with all the documents mentioned therein and including all attachments, annexure etc., therein.

g. **"Performance Security"** means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.

h. **"Specification"** means the document/standard that prescribes the requirement with which service has to conform.

i. **"Inspection"** means activities such as measuring, examining, testing, gauging one or more characteristics of service and comparing the same with the specified requirement to determine conformity.

j. **"Day"** means calendar day.

iii) Abbreviation:-

a. "TE Document" means Tender Enquiry Document

b. "NIT" means Notice Inviting Tenders

c. "ITB" means Instruction to Tenders

d. "GCC" means General Conditions of Contract

e. "BG" means Bank Guarantee

2. **Introduction**

2.1 This bid document is for procurement of items as mentioned in **Section –III** "**Scope of Work**.

2.2 This Section **(Section-I)** provides relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the Purchaser for receipt and opening of bids as well as scrutiny and evaluation of bids and subsequent placement of contract.

2.3 Before formulating the bid and submitting the same to the Purchaser, the bidder should read and examine all the terms and conditions, instructions, specifications etc. contained in the bid document. Failure to provide and/or comply with the required information, instructions etc. incorporated in this bid document, may result in rejection of the bid.

3 Language of Bid

The bid submitted by the bidder and all subsequent correspondence and documents relating to the bid, exchanged between the bidder and the SAI, shall be written in English or Hindi 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 or Hindi translation and, for purpose of interpretation of the bid, the English translation shall prevail.

4 Tendering Expenses

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

5 Local Condition

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.

(b) BIDDING DOCUMENTS

6 Content of Bidding Documents

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

Section I	Instructions to Bidders (ITB)
Section II	Qualification Criteria & Evaluation Criteria
Section III	Scope of Work
Section IV	General Conditions of Contract
Section V	Special Conditions of Contract

7 Amendment(s) to Bid Documents

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

7.2 Such an amendment to the bid document will be uploaded on SAI website: www.sportsauthorityofindia.nic.in and (CPP) Portal of Government of India i.e. www.cpp.gov.in only.

7.3 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.

7.4 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 dead line for submission of bids.

8 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.

9 Clarification of Bid Documents

9.1 A 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 15 days prior to the prescribed original date of submission of bid.

9.2 Any clarification issued by 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.

10 Bid format

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

(c) PREPARATION OF BIDS

11 Documents comprising the bid

The documents as detailed in Clause 12 and 13 of ITB i.e., Technical Bid and Financial Bid shall comprise the bid:-

12 Technical Bid

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

12.1 Bid Security: Bid Security is to be furnished in accordance with **clause 17 of ITB** and. Alternatively, documentary evidence for claiming exemption, if any, from payment of Earnest Money.

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

12.3 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.

12.4 Documents mentioned in the qualification criteria as per Section-II.

12.5 National Electronic Fund Transfer (NEFT Form) as per Section II- (D) for payment in Indian Rupee.

12.6 Goods & Services Tax Certificate, if applicable

12.7 Valid PAN,

12.8 The bidder should have FSSAI License & other applicable license issued by concerned authority, if applicable

12.9 The bidder should not be debarred/blacklisted during the last three financial years. (Undertaking as per Section- II - G)

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

Note-

1) *The bidding companies /firms /agencies are required to attest (self attestation) the scanned copies of documents, along with the bidding document, signed on each page with seal, to establish the bidders' eligibility and qualifications. 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 bidders shall execute necessary instrument and documents required by SAI in relation to the bidding documents and shall adhere to all notification/amendments as may be issued by the SAI from time to time. All costs (including taxes, stamp duties and registration charges if any shall be borne by the bidders)*
3) *The Technical bid shall not include any financial information. Such a bid shall be summarily rejected.*

13 Financial Bid: - This should be uploaded online in the prescribed XLS format as per BOQ available in CPP Portal.

13.1 The Bidder shall quote for all the components of items specified in the format of **BoQ**. All the columns shown in the **BoQ** should be filled up as required.

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

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

13.4 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-II- (D) along with their offers, if not already executed in SAI. Notification of Award will not be issued without NEFT Mandate Form.

14 Firm Price

14.1 The rates/price quoted by the Bidder shall remain firm and fixed during the currency of the contract.

14.2 The rates for the items shall include a GST, packing charges, forwarding charges, transportation and other charges if any shall also be given.

14.3 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' having the above-mentioned documents online in PDF format and "Financial Bid" must be upload online on CPP Portal in BoQ format.

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- II of Tender Document to perform the contract.

17 Bid Security/Earnest Money Deposit (EMD)

17.1 The Bidder should furnish an EMD of an amount of **Rs.2,30,000/- (Rupees two lakh thirty thousand only)**. The Bid Security is required to protect the SAI against the risk of the bidder's unwarranted conduct as explained under sub- clause (vi) below. Non submission of Bid Security will be considered as major deviation and bid will not be considered. **The EMD (Bid Security) should reach to the Office of Regional Director, Sports Authority of India, Central Regional Centre, Gram Gora, Bishenkheri, Post Suraj Nagar, Bhopal, Madhya Pradesh Pin-462044 on or before last date & time of submission of bid.**

17.2 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.

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

a) Account Payee Demand Draft
b) Fixed Deposit Receipt
c) Banker's cheque / Pay Order
d) Bank Guarantee from any of the commercial banks (as per the format at Section D),
e) NEFT transfer to "Regional Director, Sport Authority of India, Account No: 00000065000998934 IFSC No. SBIN0030387 (Branch Jawahar Chowk, Bhopal)
(Bidder has to upload challan/proof along with Bid in CPP Portal)
f) Valid Insurance Surety Bonds

17.4 The Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee shall be drawn on any Commercial Bank in India, in favour of **"Regional Director, Sports Authority of India",** payable at Bhopal.

17.5 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 225 days from the date of opening of the Bid.

17.6 Earnest Money is required to protect the SAI against the risk of the bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the SAI. The successful bidder's earnest money will be forfeited without prejudice to other rights of SAI if it fails to furnish the required performance security within thespecified period.

17.7 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

18.1 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.

18.2 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.

18.3 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

19.1 The bidders shall submit their bids as per the instruction contained in ITB.

19.2 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.

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

(d) SUBMISSION OF BIDS

20 Submission of bids

20.1 Bids should be submitted on line as per the instructions given for online submission

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

20.3 SAI, at his discretion, may extend the deadline for submission of bids by amending the bid document in accordance with clause 7 of ITB. In that case, all rights and obligations of the SAI and the bidders would automatically stand extended.

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

(e) BID OPENING

21 Opening of bids

21.1 The SAI will open the bids at the specified date, time and place as indicated in the CPP Portal. 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.

21.2 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.

21.3 Two – bid system as mentioned **in Para 12 above** will be as follows: -

a) **Technical Bids** will be opened in the first instance, at the prescribed date and time as indicated in Section **–**I (IFB). These bids shall be scrutinized and evaluated by the SAI with reference to parameters prescribed in the Bid Document. During the Technical bid opening, the bid opening official(s) will read the salient features of the bids like brief description of the items offered, delivery period, Bid Security and any other special features of the bids, as deemed fit by them.

b) **Financial Bids** of only the technically acceptable bids / offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical Bid.

(**f) SCRUTINY AND EVALUATION OF BIDS**

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

23.1 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.

23.2 SAI will determine the responsiveness of each Tender to the TE Document without recourse to extrinsic evidence.

23.3 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 the meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.

23.4 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 validity is shorter than the required period

c) EMD/exemption documents have not been provided

d) Bidder has not agreed to give the required performance security.

e) Bidder has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, dispute resolution mechanism applicable law.

f) Poor/ unsatisfactory past performance.

g) Bidder has not quoted for the entire goods/services as specified in the Scope of Work as well as in the Price Schedule.

h) 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 – Not applicable

26 Qualification Criteria

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

27 Comparison of Bids and Award Criteria

27.1 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.

27.2 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

28.1 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.

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

(g) AWARD OF CONTRACT

29 The SAI**'s Right to accept any tender and to reject any or all** tenders

The SAI reserve 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

30.1 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.

30.2 Before expiry of the bid validity period, the SAI will notify the successful bidder in writing, by registered / speed post or by CPP Portal/ 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 14 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 6 under Section IV.**

30.3 The Letter of Award (LoA) will state the sum that the SAI will pay to the successful bidder in consideration of the services to be provided by him.

30.4 The details of award of work and name of the successful bidder shall be mentioned on the CPP Portal and also in the notice board/bulletin/website of SAI.

30.5 Notification of Award shall constitute the conclusion of the Contract.

31 Execution of Contract: Promptly after notification of award, the contract will be executed on Stamp Paper between this office and the successful bidder. The SAI will mail the Contract Agreement to the successful bidder. The successful bidder shall return the original copy of the contract, duly signed and dated, to SAI by registered/speed post/by hand within 15 days from the date of issue of the contract. The following compliance will be adhered to by the successful bidder:

31.1 The stamp duty on the agreement will be calculated according to the Madhya Pradesh Stamp Act.

31.2 The applicable stamp duty will be paid by the successful bidder.

31.3 The stamp paper for the agreement must comply with the applicable rules under the MP Stamp Act, meaning the successful bidder is responsible for ensuring proper stamp duty is paid when signing the contract.

32 Variation of quantities

The SAI NCOE Bhopal reserves the right to increase or decrease the contract value/ Contract duration up to 25% during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

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 6 of Section IV** 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 supplier 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

(i) It is required by all concerned namely the Service provider/SAI to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SAI:

a) Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;

b) Will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by the SAI if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or in executing the contract

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

38 Conflict of Interest among bidders/agents

38.1 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;

38.1.1 they have controlling partner (s) in common; or

38.1.2 they receive or have received any direct or indirect subsidy/financial stake from any of them; or

38.1.3 they have the same legal representative/agent for purposes of this bid; or

38.1.4 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

38.1.5 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.

38.1.6 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-A
QUALIFICATION CRITERIA

The bidder must satisfy the following eligibilty criteria

S. N.	Criteria	Documentary Evidence Required
1.	The bidder must be a company/firm/sole proprietor registered in India	Enclose copy of certificate of incorporation/registration issued by relevant authority in India.
2.	The bidder should have an office in Bhopal	Documentary evidence registration under Madhya Pradesh Shop Establishment Act, 1958 must be submitted
3.	The bidder should have a valid GST No. or should have registered under GST. If applicable	Enclose copy of GST registration certificate.
4.	PAN certificate	Enclose copy of document
5.	The bidder should have FSSAI License, if applicable	Enclose copy of license
6.	Bidder must have annual average turnover of Rs.34.00 Lakh for the last three financial years. If the turnover for the last financial year is not available, the turnover for the preceding three financial years, excluding the last year, should be submitted. **Audited Balance Sheet & Profit & loss account for the last three financial years should be submitted, if applicable**	Certificate of Chartered Accountant is mandatory.
7.	The Bidder must have successfully executed/completed, during the last five years, at least one single order valued at ₹28.25 lakh, or two orders each valued at ₹16.95 lakh, or three orders each valued at ₹11.30 lakh, for the supply of vegetables & fruits items to any Central Government/State Government Organisation or Public Sector Undertaking (PSU). Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar work/Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the SAI	The requisite order (s) along with satisfactory completion certificates issued by relevant authority not less than the rank of Section Officer.
8.	Bid Submission form	Enclose details in the format given in **Section-II (C)**
9.	NEFT form	Enclose details in the format given in **Section-II (D)**
10.	Disclosure of Conflict of Interest	Enclose declaration in the format given in **Section-II (E)**
11.	Disclosure of Code of Integrity	Enclose details in the format given in **Section-II (F)**
12.	The bidders should not have been debarred/blacklisted by any state/central government/PSUs	Enclose blacklisting declaration in the format given in **Section-II (G)**
13.	Self-Declaration Certificate for Local Content	Enclose blacklisting declaration in the format given in **Section-II (H)**
14.	Declaration as per New GFR Clause, 144 (xi)	Enclose blacklisting declaration in the format given in **Section-II (I)**

15.	2 (Two) copies of Integrity Pact in original to be submitted as per **Annexure-I** on notarized stamp paper of Rs.100 as part of technical bid submission as well as in hard copy which may be submitted to below address before the bid opening date & time: Regional Director, Sports Authority of India, Central Regional Centre, Gram Gora, Bishenkheri, Post Suraj Nagar, Bhopal (Madhya Prdesh)– 462044 **Note: The bid submitted without Integrity Pact (as part of technical bid as well as in hard copy) shall be summarily rejected.**	To be submitted as per **Annexure-I** (2 copies)

SECTION-II-B

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 of the tender documents.

4. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from Previous experience and turnover under the relevant category.

5. The Contract shall be awarded to the responsive Bidder(s) who is **Overall L1** (in BoQ) lowest and who meets the laid down Qualification Criteria in the Bid documents.

SECTION-II-C

BID SUBMISSION FORM

To
The Regional Director
Sports Authority of India,
Central Regional Centre, Gram Gora,
Bishenkheri, Bhopal -462044

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 Vegetables & Fruits items at SAI NCOE Bhopal 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 due performance of the Contract.

3. We agree to keep our Bid valid for acceptance for **180 (One hundred eighty) days** or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal Contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding Contract between us.

4. We agree to all terms & conditions of General Conditions of Contract & Special Condition of Contract.

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-II-D

NEFT MANDATE FORM

To
The Regional Director
Sports Authority of India
Central Regional Centre
Gram Gora, Bishenkheri,
Post Suraj Nagar, Bhopal 462044

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 under noted account.

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATAE FORM

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

[Signature with date, name and designation] For
and on behalf of Messrs_____
[Name & address of the bidder]

Enclose a copy of Crossed Cheque

SECTION-II-E

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 Tender Document. If this disclosure is found wrong later on, we are liable for punitive action as per terms of the agreement/Bid.

(Authorized Signatory)

Stamp

SECTION-II-F

DISCLOSURE OF CODE OF INTEGRITY

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

1. Prohibition of:-

a) Making offer either directly or indirectly in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.

b) Any omission, or misrepresentation that may mislead or attempt to mislead 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-II-G

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, 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

SECTION-II-H

Self-Declaration Certificate for Local Content

*We [name of manufacturer/supplier] hereby confirm in respect of quoted item(s) that Local Content is equal to or more than 50% and come under 'Class-I Local Supplier' Category. As being '**Class-I Local Supplier**', we are eligible for Purchase Preference under 'Make in India' Policy vide GoI Order no. P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019 and 04.06.2020)

OR

*We [name of manufacturer/supplier] hereby confirm in respect of quoted item(s) that Local Content is more than 20% but less than 50% and come under '**Class-II Local Supplier**' Category.

2. We [name of manufacturer/supplier] hereby confirm that the goods/services/works to be delivered in terms of the above specified bid comply with the local content requirements as specified in the tender for 'Class- I Local Supplier' / 'Class-II Local Supplier', and as above.

3. The local content calculated using the definition given above are as under:

S. N.	Name of item	Local content calculated as above %	Imported content including all Custom duties (%)	Location of value addition
---	---	…….%	…….%	INDIA

Attach separate sheet duly signed if space is not sufficient

Date:_____ Seal & Signature of the Bidder

Note:

1) The Self-Certification Form should be submitted on Letter Head.
2) This declaration serves as a declaration form for the bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt. Directives applicable in respect of Local Content & prescribed tender conditions).

SECTION-II-I

Declaration as per New GFR Clause, 144 (xi)

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

Seal & Signature of the Bidder

(Full name, designation & address of the person duly authorized sign on behalf of the bidder) For and on behalf of (Name, address and stamp of the tendering firm

SECTION-III

SCOPE OF WORK

1. To provide fresh & hygienic vegetables & fruits at Sports Authority of India (SAI), National Centre of Excellence, Bhopal.

2. To arrange for supply of fresh & hygienic vegetables & fruits as required at the site by the contractor at his own cost.

3. **Delivery Period.** The Contractor must to able to supply the fresh vegetables & fruits at very short notices. The fresh vegetables & fruits 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 performance security.

4. In case, condition of the required item is not found to be satisfactory, the same shall be returned for immediate replacement.

5. Any breach in quality shall result in rejection and after three rejections contract may be terminated.

6. **Quantum of Demand**: There is no guarantee that the requirement shall be evenly distributed throughout the period of the contract / agreement. Demand will be placed as per requirement. The total requirement of Perishable items is a rough indication of quantities on yearly basis/ contract period and the demand can vary each day/ week/ month and may not be uniform throughout the year. No claim for compensation will be accepted. the fresh vegetables & fruits shall be provided as per demand placed by the buyer.

7. The quality shall be the same as per our specification and / as desired and explained by Authorized representative of SAI NCOE Bhopal, and the Seller will adhere to the same. The quality shall be checked by the Authorized representative of SAI NCOE Bhopal and their decision shall be final and binding.

8. The Seller shall adhere to the quality and time schedule and other specification with respect to the supplies of items given by the Buyer from time to time. The Seller shall ensure that the goods so supplied meet the requirements and specifications and are under desired hygienic conditions, as prescribed by the P.F.A (Prevention Food Adulteration) / Health authorities /Food Authorities / FSSAI/ & related statutory authorities. The Seller shall be solely responsible for the goods which are of substandard quality.

9. Items 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 Security Deposit, disapprove a substandard item or may take any other action as deemed fit.

10. Supplied items should be approved from FSSAI, as applicable

11. It will be the responsibility of the supplier to ensure that items supplied are of the best and standard quality and free from all defects.

12. The decision of the SAI Bhopal, 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.

13. Supply item should be supported with delivery Challan.

14. Transportation & Loading & Unloading charges will be inclusive of rate quoted, no extra charges will be paid.

15. The supplier should give an undertaking that substandard item if supply will be replaced at no extra cost within same day of the defect being brought to notice of the supplier.

16. The payment would be made on Monthly basis after the closing of each month against the invoice of the Seller/ Agency/firm/Contractor. The Monthly bill for the above said contract shall be submitted by the Agency/firm/Contractor at the time of material delivery of following Day/month and payment shall be released upon satisfactory performance, by the end of the month after adjusting any cost borne by SAI NCOE Bhopal due to any reasons, any damages caused by the Agency/firm/Contractor or his employees, down time etc., as applicable.

17. The fruits & vegetables should be free from any colouring & wax coating.

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

Appendix-I

Required Quality & Details of Vegetables & Fruits items

S.N.	Name		Unit	REQUIRED QUALITY
1	Amaranth	चोलाई/लाल भाजी	KG	TYPICAL BRIGHT COLOUR, FRESH RED LEAVES, FINE TEXTURE, NO BUDS, STEMS SHOULD SNAP WHEN BENT.
2	Babycorn	बेबी कार्न	KG	FRESH BUDS, CREAM COLOUR NOT MORE THAN 5 INCH
3	Beet Root	चुकंदर	KG	DARK CRIMSON RED, SMOOTH, TENDER SURFACE, FREE OF CRACKS AND SCARS, NO STEMS AND LEAVES, ATTACHED SKIN EASILY SPLIT BY FINGERNAIL, 8-10 PER KG.
4	Bitter Gourd	करेला	KG	BRIGHT GREEN COLOUR, SMOOTH SHINY SURFACE, MINIMUM OF SEEDS (SMALL SIZE MEDIUM SIZE 10 TO 14 PER KG.)
5	Bottle Gourd	लौकी	KG	FIRM, LONG, LESS SEEDS, LIGHT GREEN IN COLOUR.
6	Brinjal	बैंगन	KG	BRIGHT GREEN COLOUR, SMOOTH VELVETTY SURFACE, CRISP AND TENDER, SHOULD SNAP WHEN BENT AT THE CENTRE ON TIP, UNIFORM LONG SHAPE, SHOULD HAVE SMALL SEEDS. 10CM LONG.
7	Brocoli	ब्रोकोली	KG	DARK GREEN COLOUR, FRESH BUDS, WEIGH NOT MORE THAN 400GMS
8	Button Mushroom	मशरुम	KG	EVEN SIZE, OFF WHITE COLOUR, FREE FROM MUDS AND FOREIGN OBJECT
9	Cabbage	पत्ता गोबी	KG	HEAVY FOR SIZE, GOOD SIZE OF 1000GMS(APPROX) 1 KG EACH HEAD, FIRM AND SOLID, TYPICAL COLOUR, NO WORMS AND DECAY, LIGHT GREEN COLOUR. WHITE COLOUR LEAVES NOT ACCEPTABLE.
10	Capsicum	शिमला	KG	BRIGHT DARK GREEN COLOUR, TENDER AND CRISP, GOOD SHAPE, SOFT WHITE SEEDS , NO ROT SOFTNESS OR DISCOLOURATION, BASE AT LEAST 4 CMS. OR MORE, 12 TO 14 IN A KG.
11	Capsicum Red	लाल शिमला	KG	BRIGHT RED IN COLOUR,
12	Capsicum Yellow	पीला शिमला	KG	BRIGHT YELLOW IN COLOUR, EVEN SIZED PEICES
13	Carrot	गाजर	KG	UNIFORM CONICAL SHAPE, MEDIUM SIZE 12 TO 16 CMS. LENGTH, STEM NOT MORE THAN 3 TO 4 CMS. IN DIA, CORE NOT MORE THAN 1/3 DIA OF CARROT, FRESH SMOOTH SKIN, EVEN SHAPE BREAK WHEN BENT, COLOUR RUSTY RED, 8 TO 10 IN A KG.
14	Cauliflower	फूल गोभी	KG	CREAMY WHITE IN COLOOUR, NO MORE THAN 5 CMS. OF STEM ATTACHED HEAVY AND COMPACT, NO SPOTS OR BRUISHES, NO DECAY FROM PLANT LICE, GOOD SIZE 700GMS (Approx) EACH FREE OF BLEMISHES AND WORMS. FRESH FAIR GREEN LEAVES.
15	Coriander Leaves	हरा धनिया	KG	BRIGHT GREEN COLOUR, FRESH LEAVES WITHOUT ROOTS.
16	Cucumber / English Cucumber	खीरा	KG	FIRM AND RESISTANT TO THUMB PRESSURE, DARK GREEN COLOUR, SHINY SMOOTH SURFACE, THIN SMALL AND TENDER SEEDS, MEDIUM SIZE 3”- 3.½”dia, EVEN SHAPE, NO DECAY, 6 TO 7 PER KG.
17	Drumstick	सहजन फल्ली	KG	FIRM, LONG, GREEN IN COLOUR, WITHOUT MANY SEEDS, 10 TO 12 PCS IN A KG.
18	Fava Bean	बल्लार / सेम फल्ली	KG	LIGHT GREEN, RAW, NATURAL COLOUR, SWEET IN TASTE.
19	Fenugreek Leaves	मेथी	KG	FRESH, TYPICAL, SMALL ABUDANT, DARK GREEN LEAVES, MINIUM OF STEMS, CRISP AND SMOOTH LEAVES, FREE OF MUD AND INSESCTS.

20	French Bean	बीन्स	KG	BRIGHT GREEN COLOUR, CRISP AND LONG, SHOULD SNAP WHEN BENT, NO MOULDY OR WILTED BEANS, NO THREAD ALONG SPINES, NOT DAMP, PULL OF TIPS TO CHECK.
21	Ginger	अदरक	KG	FRESH, WITHOUT ROOTS, LARGE SIZE FULLY GROWN, WITHOUT MUD AND GRIT, AND FULL OF MOISTURE SHINY SURFACE.
22	Green Chilli	हरी मिर्च	KG	CRISP AND SMOOTH,DARK GREEN COLOUR, NOT OVER RIPE, LONG AND EVEN SHAPE, WHITE SOFT SEEDS. MINIMUM SIZE 3" APPROX.
23	Indian Round Gourd	टिंडा	KG	LIGHT GREEN COLUR, SOFTR EVEN SIZE.
24	Jack Fruit	कटहल	KG	RAW, OUTER SKIN FIRM, DARK GREEN IN COLOUR, PULPLIGHT CREAM, FIRM SEEDS UNRIPE.
25	Kakadi	बालम ककड़ी	KG	LONG, THIN, LESSS SEEDS, FLEXIBLE, AND LIGHT GREE IN COLOUR.
26	Lady Finger	भिन्डी	KG	BRIGHT GREEN COLOUR, SMOOTH VELVETTY SURFACE, CRISP AND TENDER, SHOULD SNAP WHEN BENT AT THE CENTRE ON TIP, UNIFORM LONG SHAPE, SHOULD HAVE SMALL SEEDS. 10CM LONG.
27	Lemon	नीबू	KG	BRIGHT YELLOW COLOUR, THIN SKIN, WITHOUT SPOTS, FIRM AND HEAVY FOR SIZE (SOFTNESS INDICATED RANCIDITY), RESILIENT TO TOUCH, 20 TO 25 PER KG.
28	Lettuce Iceberg	सलाद पत्ता	KG	FIRM HEAD, NO WILTED LEAVES, CRISP, AND FRESH IN COLOUR.
29	Mint	पुदीना	KG	BRIGHT GREEN IN COLOUR, CRISP LEAVES. WITH MINIMUM OF STEMS
30	Onion	प्याज	KG	THIN PINKISH RED OUTER SKIN, WITHOUT GREEN SHOTTS, ROOTS TO BE FREE OF MUD, DRY OUTER SKIN, 8 TO 10 PCS IN A KG.
31	Peeled Garlic	लहसुन छीला	KG	DRY, UNIFORM IN CREAM COLOUR, . BIG CLOVES
32	Pointed Gourd	परवल	KG	GREEN COLOUR, ROUND AND OVAL SHAPE, AND TENDER.
33	Potato	आलू	KG	BIG 6 TO 8 PCS. IN A KG. OF MINIUM WT.100 GMS EACH, NEW HIGH MOISTURE, LOW SUGAR CONTENT, LIGHT COLOUR GOOD FOR BACKING, MASHING, WAFERS, CHIPS BOTH TYPES, SHOULD BE FIRM, SMOOTH PEELING SKIN, NO DEEPLY SET EYES OR SPOTS, NO DECAY OR WORK INJURY, NO DISCO
34	Pumpkin	कद्दू	KG	ORANGE OUTER SURFACE, FIRM SKIN, NO CRACKS, NO WORK INJURY, SMOOTH AND UNIFORM COLOUR.
35	Radish	मूली	KG	WHITE IN COLOUR, FRESH GREEN LEAVES, NOT MORE THAN FIRM, FRESH AND BREAKS WITH A SNAP WHEN BENT. 9 TO 12" IN LENGTH , 5-6 CMS IN DIA.
36	Ridge Gourd	तोरी / गिलकी	KG	GREEN IN COLOUR, TENDER FRESH.
37	Runner Bean	बरबट्टी	KG	CRISP IN TEXTURE, LIGHT GREEN, FRESH
38	Spinach	पालक	KG	TYPICAL BRIGHT COLOUR, FRESH GREEN LEAVES, FINE TEXTURE, NO BUDS, STEMS SHOULD SNAP WHEN BENT.
39	Spring Onion	हरा प्याज़	KG	FRESH, TENDER, WHITE IN COLOUR, WITH LESS LEAVES, 14 TO15 ONIONS IN A KG.
40	Sweet Potato	शकरकंद	KG	EVEN SIZE, CLEANED WITHOUT WORM HOLES
41	Tomato	टमाटर	KG	MATURE RIPE LARGE SIZE, SMOOTH FIRM AND PULPY, GOOD COLOUR BRIGHT RED AND GREEN TINITS, NO DECAY, BRUISHES, CUTS OR CRACKS, 8 TO 10 PER KG.
42	Zuchuni Green	जुकीनी हरी	KG	GREEN IN COLOUR, TENDER FRESH.
43	Zuchuni Yellow	जुकीनी पिली	KG	BRIGHT YELLOW IN COLOUR, TENDER FRESH.

FRUITS				
S NO	**NAME**		**UNIT**	**REQUIRED QUALITY**
44	Apple Delicious	डिली सिअस	KG	Golden red/bright brick red color, the skin should be smooth, spotless, no bruises, cracks, no hole or black spot. This particular quality should have the distinguished characteristic of five mounds at the apex and its particular flavor. Medium Sized Fruit.
45	Apple Gala	सेब गाला	KG	
46	Banana	केला	KG	Greenish yellow in colour, though should not be hard to touch but must not be pulpy either black and dry patches, should not be larger than 2" or very deep, the skin should not be broken at the seams at the stem ends. The size should not be less than 7".
47	Chikoo	चीकू	KG	Dark brown colour, thin skin, firm surface, no bruises or cracks or soft patches. The pulp should be dark brown through & through soft, juicy and sweet. Average count 12-14 nos. per kg.
48	Coconut Water	नारियल पानी	NOS	Fresh in appreance, weight to size ratio should be heavy. 250 - 300 ml water approx in each coconut.
49	Custard Apple	सीता फल	KG	Semi riped, weigh around 300 - 400gms each,
50	Grape	अंगूर	KG	Blue /green/seedless variety, the colour should be dark blue/light green. Each grape must be attached with the bunch the attached bunch must be full and should not have too many grapes missing from it, the skin should be thin and not be damaged.
51	Grape Black	काला अंगूर	KG	Black/seedless variety, the colour should be black. Each grape must be attached with the bunch the attached bunch must be full and should not have too many grapes missing from it, the skin should be thin and not be damaged.
52	Guava	अमरुद	KG	Off-white in colour, smooth round shape, hard to touch, the skin should have no bruises or black spots. The seeds should be small and few. Average count 6-8 nos per kg.
53	Indian jujube (apple ber)	बेर	KG	light green to yellowish in colour, shiny skin, firm to touch oval shaped
54	Jamun	जामुन	KG	dark purple colour, shiny skin. Firm to touch
55	Kiwi	कीवी	KG	Brown colour and fuzzy in textre, heavy for its size,
56	Litchi	लीची	KG	Crisp, red or brown skin without leaves , no cracks or blemishes, should not be firmly attached to the such, juicy, white pulp and soft, small seed should not be larger than 1/3rd of size of the whole litchis. The bunch should be full.
57	Mango Badami	आम बादामी	KG	Colour will vary from quality to quality. The skin should be tight, smooth and waxy. When pressed between palms, should yield slowly to the pressure , the kernel/seed should be small, the pulp should be firm and not stringy. There should be no bruises.
58	Mango Dussheri	आम दुश्हरी	KG	
59	Mango Langra	आम लंगरा	KG	
60	Melon / Musk Melon	खरबूजा/शक्कर बट्टी	KG	texture should match the fruits, even sized
61	Orange	संतरा	KG	Bright orange in colour, semi-green colour acceptable in off-season only, but no discolouration or dry patches, smooth and wrinkle free skin, firm and rebilient if pressed with thumb. The segment should have thin skin, few seeds, be ripe and should be tight.
62	Papaya	पपीता	KG	Orange/Yellow in colour, tracks of green colour acceptable, should not have any cuts, bruises or be damaged also, green skinned acceptable during off-season provided it is ripe and sweet. The pulp should have a bright yellow colour. Average weight 1.5 kg.

63	Pear	नाशपाती	KG	CRISP, JUICY INSIDE, FREE FROM ANY SCAR MARKS, OR WORMS EVEN SIZED, 8 PCS IN A KG APPROX
64	Pineapple	अनानस	KG	Should be greenish yellow in colour, the outer skin should be tough, should not have any cuts, the ripe pineapple should be soft around apex when pressed by thumb or fingers. When cut, the inside should be soft, juicy but not pulpy, eyes should be far ap
65	Plum	आलू भुखारा	KG	Reddish brown in colour, should not have any bruises, cuts or cracks. Paper thin skin waxy to touch, soft to touch but not pulpy. When pressed between the palms, should yield to pressure slowly. Average count 12-14 nos. per kg.
66	Pomegranate	अनार	KG	Firm to touch, bright red in colour, sees (on splitting) should separate, colour of seeds should be bright red, average count 3-4 nos. per Kg.
67	Strawberry	स्ट्रॉबेरी	KG	Dark pink to red in colour, crisp to cut, even shaped
68	Sweet Lime	मोसंबी	KG	Bright green/yellow colour, skin should be thin, smooth and without any bruises or patches, firm to thumb pressure, juice should be sweet. Average count 5 – 6 nos. per kg.
69	Water Melon	तरबूज	KG	Olive green/dark green in colour, with black stripes, hard to touch, heavy for its size, the skin should be light, shining and free of all cuts or bruises. The ratio of pulp (red Portion) to white (next to the skin), should be 3 x 1, average weight 5-6 kg
70	Coconut Fresh (Ganja)	नारियल	Nos	Fresh matured coconuts with husk (Ganja variety) Weight per piece: Minimum 500g No cracks or fungus; fully matured and heavy Uniform size and shape
71	Curry Leaves	करी पत्ता	kg	Fresh green, clean, and tender leaves No yellowing, wilting, or pest damage Free from stems and moisture Packed in breathable material
72	Dragon Fruits	ड्रैगन फ्रूट	kg	Fresh, mature, firm, bright red/pink skin, green scales, 300–500 g per fruit, free from cuts, bruises, pests and decay. Weight - 300–500 g per fruit (approx. Size - Medium to large, uniform in size

SECTION-IV

GENERAL CONDITIONS OF CONTRACT (GCC)

1. The contract will be for **period of one year** commencing from the date of mentioned in award of contract/agreement, which can be extended for further period on the same terms & conditions subject to satisfactory job execution by the agency/contractor. However, the Agreement is terminable by giving 30 day's notice in writing by SAI to the contractor.

2. All the Vegetables & Fruits items are to be supplied as per supply order.

3. 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.

4. 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.

5. If even after award of contract, information/facts submitted by the bidders are found misleading/incorrect/false etc., the Regional Director, Sports Authority of India, reserves the right to terminate the contract.

6. The successful bidder/contractor would have to deposit an amount of 3**%** of the cost of Annual contract of value towards Performance Security through Demand Draft/ FDR/Bank Guarantee from a commercial bank in favour of ***Regional Director, Sports Authority of India*** within 14 days of awarding of the contract, which would remain with SAI CRC Bhopal account during the contract period and no interest shall be payable on the said amount. The said amount shall be refunded after two months from the date of completion of the work, subject to deduction of any outstanding dues etc. The Bank Guarantee if furnished for this amount shall be valid up to sixty days from the date of completion of work.

7. In case of any dispute between the successful bidder and its employee, Sports Authority of India, Central Regional Centre, Bhopal 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.

8. In case of supplied items, 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 2% to 10% of gross monthly bill amount of respective month will be made as penalty or as decided by the Regional Director, Sports Authority of India, CRC Bhopal, repeated fault may result in forfeiture of part or whole of Security Money and even termination of the contract.

9. The successful bidder will ensure compliance of all the relevant provisions of the Laws / terms of contract.

10. The successful bidder will submit bill in duplicate along with challans separately to the **Regional Director**, Sports Authority of India, Central Regional Centre, Bhopal 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 10 days from the receipt of the bill.

11. 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.

12. The successful bidder shall be responsible for ensuring the safety of the Sports Authority of India, Central Regional Centre, Bhopal. In case of any injury to any Sports Authority of India, CRC Bhopal persons or damages caused to the property of SAI CRC Bhopal 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.

13. **Conditional/Incomplete/offers not conforming to tender document will be** rejected.

14. Any violation of instructions / agreement or suppression of facts will attract cancellation of agreement without any reference.

15. 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.

16. 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.

17. The Contractor will be held wholly responsible for any action taken by statutory bodies for violation /non – compilation of any such provision/rule.

18. 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.

19. **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).

20. 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.

21. Venue of Arbitration: The venue of arbitration shall be the place from where the Contract has been issued i. e. Bhopal (Madhya Pradesh).

22. Subject to this Arbitration Clause the Court of Judicature at Bhopal will have the exclusive jurisdiction to try the disputes.

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

24. **Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders**: The purchaser will take into account also the additional factors, if any, incorporated in tender document in the manner and to the extent indicated therein. **Further to Section-I (g) Scrutiny & Evaluation of Bids** above, the purchaser's evaluation of a tender will include and take into account the following:

    a) Bid splitting not applied.

    b) **MII Purchase Preference**: Preference shall be given to Class 1 local suppliers as defined in the Public Procurement (Preference to Make in India) Order, 2017, as amended from time to time, along with subsequent Orders/Notifications issued by the concerned Nodal Ministry for specific goods/products. To avail purchase preference, the bidder must upload a certificate indicating the percentage of local content and provide details of the locations where the local value addition is made, along with their bid. Failure to submit this certificate will result in no purchase preference being granted.

    c) **MSE Purchase Preference**: Purchase preference shall be given to MSEs as defined under the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012, dated 23.03.2012, issued by the Ministry of Micro, Small and Medium Enterprises, along with its subsequent Orders/Notifications. To avail the purchase preference, the bidder must be the **manufacturer** of the offered product in the case of bids for supply of goods. **Traders are excluded** from the scope of the Public Procurement Policy for MSEs. Relevant documentary evidence supporting this requirement must be uploaded along with the bid. If the L-1 bidder is not an MSE and an MSE bidder has quoted a price within the L-1 + 15% margin as defined in the relevant policy, such MSE bidder shall be given the opportunity to match the L-1 price. Upon matching, the contract shall be awarded to the MSE bidder for the **entire quantity (100%)**.

SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically he 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 12 months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. 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.
5. Force Majeure clause:-

(a) Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other-competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

6. **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.
7. Inspection Authority:- Sports Authority of India, NCOE Bhopal
8. Supply of non veg items may be bifurcated according to the orders placed from time to time during the contract period.
9. The supply order will be issued separately from time to time during the contract period as per requirement.
10. Claims:- The following Claims clause will form part of the contract placed on successful Bidder

    (a) The claims may be presented either: (i) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or (ii) 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.

    (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 encumbrances 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.

11. **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.

(b) The Contractor has to supply the fresh items to Sports Authority of India, CRC Bhopal after inspection of Consignee. No extra money will be paid for packing, delivery charges and any other charges. Items must be supplied to the SAI CRC Bhopal as per delivery schedule. **The bill of provisions will be made after receipt of items.**

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

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

(e) 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.

(f) 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.

(g) 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.

(h) Load of cost for items **"Not Quoted"** :- The bidder is to quote for all the items mentioned in the BoQ.

(i) The L-1 firm, awarded the contract has to submit 3% Performance Security at the time of signing the contract.

(j) 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.

(k) Supply of Vegetables & Fruits items will be affected from the date mentioned in the contract agreement.

(l) 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.

ANNEXURE-I

INTEGRITY PACT

(Format of Integrity Pact)

PRE-CONTRACT INTEGRITY PACT

This pre-bid /pre contract Agreement (hereinafter called Integrity Pact) is made on day of the month of …… 20. between, on one hand, Sports Authority of India, hereinafter referred to as "The Buyer" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the First Part.

And

M/s_____, a company/ firm/ individual (status of the company), PSU/Partnership/Joint Venture and having its registered office at ……represented by Shri_____, hereinafter referred to as "The Bidder/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the Second Part.

WHEREAS the Buyer proposes to procure _____ (Name of the work/ goods/ services) and the Bidder/Seller is willing to offer against NIT No_____, aforesaid proposal of the buyer.

WHEREAS the Bidder is a private company / public company/ Government undertaking/ partnership/ consortium/ joint venture company/ Firm/ Individual (status of the Company), constituted in accordance with the relevant law in the matter and the Buyer is an autonomous body under Ministry of Youth Affairs and Sports.

NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contra

ct to be entered into with a view to:-

Enabling the Buyer to obtain the desired said (goods/ services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling the Bidder(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the buyer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties here by agree to enter into this Integrity Pact & agree as follows:

1.0 Commitments of the buyer

1.1 The Buyer undertakes that no official of the buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all the Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

1.3 All the officials of the buyer will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2.0 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the buyer with full and verifiable facts and the same is prima facie found to be correct by the buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the buyer the proceedings under the contract would not be stalled.

3.0 **Commitments of the Bidder(s)**

The Bidder(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1 The Bidder(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation/completion of the contract.

3.2 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3 The Bidder(s) shall disclose the name and address of agents and representatives, and Indian Bidder(s) shall disclose their foreign principals or associates.

3.4 The Bidder(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The Bidder(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The Bidder(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the Buyer, or alternatively, if any relative of an officer of the buyer has financial interest/stake in the Bidder(s)(s) firm, the same shall be disclosed by the Bidder at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The Bidder(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer.

4.0 **Previous Transgression**

4.1 The Bidder(s) declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect on any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the tender process.

4.2 The bidder agrees that if I make incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5.0 **Earnest Money (Security Deposit)**

5.1 While submitting commercial bid, the bidder shall deposit an amount……..(to be specified in RFP) as Earnest Money/Security Deposit, with the Buyer through any of the following instruments:

i. Bank Draft or Pay Order in Favour of……

ii. A confirmed guarantee by an Indian Nationalized bank, promising payment of guarantee sum to the buyer on demand within three working days without any demur whatsoever and without seeking any reason whatsoever. The demand for payment by the buyer shall be treated as conclusive proof of payment

iii. Any other mode or through any other instrument (to be specified in the RFP)

5.2 The Earnest Money/Security Deposit shall be valid upto a period of (contract period + 02 month) or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6.0 **Sanctions for Violations**

6.1 Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf shall entitle the buyer to take all or any one of the following actions, wherever required:

i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.

ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the buyer and the buyer shall not be required to assign any reason thereof.

iii. To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.

iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

vii. To debar the Bidder from participating in future bidding processes of the Govt. of India for a minimum period of five years, which may be further extended at the discretion of the Buyer.

viii. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.

ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the buyer with the Bidder, the same shall not be opened/operated.

x. Forfeiture of Performance Security in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The buyer will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the buyer to the effect that a breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

7.0 **Fall Clause:**

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU 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 BIDDER to the BUYER, if the contract has already been concluded.

8.0 **Independent Monitors:**

8.1 The Buyer has appointed Independent Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission:

i. Sh. Janak Digal,
Plot No. 1B/2, Sector-l1, CDA,
Markat Nagar, Cuttack, Odisha –
753015 M. No.
09971116084Email:
janakdigal85@gmail.com

ii. Sh. Satish Kumar Kaushik, IFoS (Retd.),
Plot No. 16, Prasashan Nagar, Road No.
72, Jubilee Hills
Hyderabad, Telanagana -500110
M. No – 9440810022
Email: kaushikfd@yahoo.com

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the authority designated by the Buyer.

8.6 The Bidder(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Buyer including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Subcontractor(s) with confidentiality.

8.7 The Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated authority of the Buyer/Secretary in the Department within 8 to 10 weeks from the date of reference or intimation to him by the Buyer/Bidder and should the occasion arise, submit proposals for correcting problematic situations.

9.0 Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Buyer or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10.0 Law and Place of Jurisdiction:

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer.

11.0 Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12.0 **Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

13.0 The Parties hereby sign this Integrity Pact as part of the contract at …….. on……..

(Buyer) (Office Seal) Place :…….. Date:……..	(Bidder) (Office Seal) Place :…….. Date:……..
Witness 1: ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, (Name & Address)	Witness 1: ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, (Name & Address)