SPORTS AUTHORITY OF INDIA

CENTRAL REGIONAL CENTRE, BHOPAL

Tender Document for Supply of Non-Veg 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

INDEX

Section		Topic	Page No.
PART-1 BIDDING PROCEDURE			
Section I	–	Instructions to Bidder (ITB)	05-14
Section II-A	–	Qualification Criteria	15
Section II-B	–	Evaluation Criteria	16
Section II-C	–	Bid Submission Form	17
Section II-D	–	National Electronic Fund Transfer (NEFT) Form	18
Section II-E	–	Disclosure of Conflict of Interest	29
Section II-F	–	Disclosure of Code of Integrity	20
Section II-G	–	Undertaking	21
Section II-H	–	Self Declaration Certificate for Local Content	22
Section II-I	–	Declaration as per New GFR Clauses, 144 (xi)	23
PART-2 –SUPPLY REQUIREMENTS			
Section III	–	Scope of Work and Requirements &Technical Specifications	24-29
PART-3 –CONTRACT			
Section IV	–	General Conditions of Contract (GCC)	30-31
Section V	–	Special Condition of Contract (SCC)	32-34

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 Non-Veg items for SAI NCOE Bhopal.

S. No	Name of Item	EMD
1	Supply of Non Veg items for In-house mess of SAI NCOE Bhopal	Rs.1,85,000/-

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	23.10.2026 (04:00 PM)
Start date and time of downloading of document	23.10.2026 (04:00 PM)
Bid submission start date	23.10.2026 (04:00 PM)
Last Date and Time of uploading/submission of Bids	12.11.2026 (04:00 PM)
Pre-Bid Meeting Date & Time	29.10.2026 (12:00 Noon)
Bid Validity	**180**
Opening of Techno-Commercial Bid (Bid 1)	13.11.2026 (04:00 PM)

Venue for 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: 29th October, 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	

*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- www.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 as incorporated in the Tender Enquiry documents i.e, supply of Non Veg 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

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.1,85,000/- (Rupees one lakh eighty five 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.

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	Enclose copy of license
6.	Bidder must have annual average turnover of Rs.28.00 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 ₹23.02 lakh, or two orders each valued at ₹13.81 lakh, or three orders each valued at ₹9.20 lakh, for the supply of non-vegetarian (non-veg) 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)**

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 Non Veg 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 non-veg items at Sports Authority of India (SAI), National Centre of Excellence, Bhopal.
2. To arrange for supply of fresh & hygienic non-Veg items as required at the site by the contractor at his own cost.
3. **Delivery Period.** The Contractor must to able to supply the fresh Non Veg items at very short notices. The fresh Non Veg items 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. **The requirement details of non veg items attached at Appendix-A**.
5. In case, condition of the supplied item is not found to be satisfactory, the same shall be returned for immediate replacement.
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.
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 supplier 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 supplier 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 supplier 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 supplier 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 items 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. The delivery challan must be attached with the item being supplied.
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.

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-A

Required Quality & Details of Non Veg items					
S. N.	**PARTICULAR**		**SIZE**	**QUALITY**	
1.	CHICKEN CURRY CUT	चिकन करी कट	MEDIUM (1KG-1.2K G)	DRESSED, APPROX 10-12PCS PER BIRD WITHOUT SKIN, CARCASSE, NECK LIVER, INTESTINE, PAWS. (CHOICE CUT)	
2.	CHICKEN BREAST	चिकन ब्रेस्ट	MEDIUM (150-200) GMS	WITHOUT SKIN WITH COLLAR BONE	
3.	BONELESS CHICKEN THIGH	चिकन थाई बोनेलेस	MEDIUM SIZE PSC(150) GMS	BONELESS THIGH WITHOUT SKIN AND FAT	

4.	CHICKEN DRUMSTICK	चिकन लेग पिस	MEDIUM 150 - 180 GMS	WITHOUT SKIN	
5.	CHICKEN WINGS	चिकन विंग्स	60-80 GM EACH	CLEANED TRIMMED	
6.	CHICKEN MINCE	चिकन कीमा		MINCE SHOULD BE OF ONLY BREAST AND THIGH MEAT NO SKIN AND WASTAGE PARTS	
7.	CHICKEN SAUSAGE	चिकन सॉसेज	APPROX 45 GMS PER SAUSAGE	PACKED, FROZEN SHOULD BE OF FSSAI APPROVED BRANDS	
8.	CHICKEN SALAMI	चिकन सलामी		PACKED, FROZEN SHOULD BE OF FSSAI APPROVED BRANDS	

9.	EGGS	अंडे	A GRADE	55 GM ABOVE WASHED AND CLEANED WITHOUT ANY DEBRIES	
10.	MUTTON CURRY CUT	मटन करी कट	MEDIUM KHASI 8-12 KG	YOUNG GOAT, WITHOUT ANY LIVER, TAILS, HOOPS AND INTESTINE.	
11.	MUTTON PAYA	मटन पाया			
12.	BONELESS FISH FILET BASA / TILAPIA	बोनेलेस मछली बासा / तलपया	MEDIUM SIZE 3 PSC PER KG	BONELESS SKINLESS FILLET	
13.	ROHU/KATLA/HILSA	रोहू /कतला/ हलसा	MEDIUM 2.5-3 KG (50 GM PEICE EACH)	CLEANED, SCALED, SKINNED AND SIZED AS DESIRED.	

14.	PRAWNS	झींगा	40-50 PCS IN 1 KG IQF	IQF (FROZEN) SHLLED DEVINED	
15.	Mutton Kaleji (Liver)	मटन कलेजी		Cleaned, trimmed, and cut into medium-sized pieces (approx. 1-inch chunks). Muscle meat-free and smooth-textured	
16.	Mutton Boneless			Young Goat, Without Any Liver, Tails, Hoops and Intestine.	

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 Non Veg items is 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 non performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

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

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