

Sports Authority of India
Netaji Subhas National Institute of Sports, Patiala

Telefax: +91-175- 2202474

Website: <http://eprocure.gov.in/eprocure/app>.

E-Bidding Document for Supply of **Ice-cream (Branded)**.

INVITATION FOR ONLINE BIDS (IFB)

Sports Authority of India, NSNIS Patiala, for and on behalf of the Sr. Executive Director (A) for Supply of **Ice-cream (Branded)**.

2. Manual bids shall not be accepted.

Scanned copy of Bid/Tender Bid Security/EMD is to be uploaded online and Hard Copy of same must be sent to the **Deputy Director (GAD)** Office on or before Bid Submission End Date & Time as mentioned in Critical Date Sheet.

- a) Tenderers shall submit **EMD @ Rs.25,000/-** of total value of the quoted items as per standard mode of payment.
- b) **The successful bidders have to deposit Performance Security money @ 3% of the total estimated cost of last year purchase.**

CRITICAL DATE SHEET

Published Date	24.02.2022
Bid Document Download / Sale Start Date	24.02.2022
Bid Submission Start Date	24.02.2022
Bid Submission End Date	16.03.2022 upto 4.00 p.m.
Bid Opening Date for Technical Bids	17.03.2022 upto 4.00 p.m.

3. Bidder may also download the Bidding Documents from the CPP Portal of Govt. of India i.e. <http://eprocure.gov.in/eprocure/app> Bidders shall ensure that their Bids, complete in all respect should be uploaded online before the closing date and time as indicated in the critical date sheet above on CPP Portal <http://eprocure.gov.in/eprocure/app>.

4. Bids shall be submitted online only at CPPP website: <http://eprocure.gov.in/eprocure/app>. Tenderers/Bidders are advised to follow the instructions provided in the Instructions to the Bidder/Tenderers for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>.

5. Tenderers who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> in shall not tamper/modify the tender form including downloaded price bid template in any manner. In case, if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD/Bid Security would be forfeited and tenderer is liable to be banned from doing business with SAI.

6. Intending tenderers are advised to visit again CPPP website <https://eprocure.gov.in/eprocure/app.in> at least 3 days prior to closing date of submission of tender for any corrigendum /addendum/ amendment

For and on behalf of
Sr. Executive Director (A)
SAI NSNIS Patiala

SPORTS AUTHORITY OF INDIA
NETAJI SUBHAS NATIONAL INSTITUTE
OF SPORTS : PATIALA

TENDER

FOR

SUPPLY OF

ICE-CREAM (BRANDED)
AT
NS NIS, PATIALA

PHONE: 2394234
FAX : 0175-2212070

e-mail : nispatiala@yahoo.com

&

<http://eprocure.gov.in/eprocure/app>.

SPORTS AUTHORITY OF INDIA
NETAJI SUBHAS NATIONAL INSTITUTE OF SPORTS : PATIALA

TENDER DOCUMENTS FOR SUPPLY OF ICE CREAM (BRANDED)

PERIOD OF SALE OF TENDER FORM : 24.02.2022 TO 16.03.2022
LAST DATE & TIME OF SUBMISSION OF TENDER FORM: 16.03.2022 UP TO 04.00 P.M.
DATE & TIME OF OPENING OF TECHNICAL BID : 17.03.2022 AT 04.00 P.M.

1. NAME & ADDRESS OF THE SUPPLIER/
AUTHORISED DEALER/AGENT : _____
2. AFFIDAVIT TOWARDS SOLE
PROPERIETOR OR PARTNERTSHIP DEED IN
CASE OF PARTNERSHIP FIRM. : **ATTACHED YES/NO**
3. TELEPHONE/FAX NO. EMAIL ID : _____
4. PAN NUMBER (ATTACH PHOTOCOPY) : _____
5. GST REGISTRATION NO. (ATTACH PHOTOCOPY) : _____
6. ATTACH COPIES OF ITR FOR THE LAST
THREE (03) ASSESSMENT YEARS :
i.e. 2019-20, 2020-21 & 2021-22 : _____
7. CERTIFICATE OF CHARTERED ACCOUNTANT : _____
SHOWING ANNUAL TURNOVER OF **RS.02.50 LACS**
FOR THE LAST THREE FINANCIAL YEAR
i.e. 2018-19, 2019-20 & 2020-21
8. ATTACH COPY OF LICENSE/REGISTRATION
ISSUED FROM FOOD/HEALTH DEPTT./FSSAI
ALONGWITH ANNEXURE, IF ANY. : **ATTACHED (YES/NO)**
9. ATTACH LIST OF CLIENTS : _____
10. Affidavit/Undertaking as per Section IV (copy enclosed)
(On non-judicial stamp paper of Rs. 50/- duly certified by
Public Notary). : _____
11. DETAILS OF EMDS :- : _____
 - a) Name of the bank : _____
 - b)Bank Draft No.& Date : _____
 - c) Amount : _____
12. DETAIL OF RTGS : _____
 - a)Name of the Bank : _____
 - b)IFSC Code No. : _____
 - c)Branch : _____

(NOTE : The bidder have must fill all the columns and attach supporting document, where required)

(Signature of Applicant or his authorized signatory with seal)

SPORTS AUTHORITY OF INDIA
NETAJI SUBHAS NATIONAL INSTITUTE OF SPORTS : PATIALA

TERMS AND CONDITIONS FOR SUPPLY OF ICE CREAM (BRANDED)

1. Earnest money of **Rs. 25,000/- (Rs. Twenty five thousand only)** equivalent to 3% quoted value of the one year estimated quantity of each items will have to be attached in the form of Insurance Surety Bonds, Accounts Payee bank draft payable at Patiala drawn in favour of Senior Executive Director (A), SAI NS NIS, Patiala, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or online payment in an acceptable form with the tender
2. The Sr. Executive Director (A), SAI NS NIS, Patiala will have the right to forfeit the earnest money, if the terms and conditions of supply are not adhered or violated to by the Supplier
3. The supplier should super scribe "**TENDER FOR SUPPLY OF BRANDED ICE CREAM**" on the top of the left corner of the envelope, which should also show the name and address of the supplier.
4. The quantity shown in the tender form are only approximate and may vary 20 to 25 percent on higher or less side for which the supplier will not be entitled to any compensation whatsoever.
5. Rates, as quoted in the **Limited Tender Enquiry** will be inclusive of all taxes and FOR levied in Patiala and no extra claim on this account will be entertained.
6. The rates shall be operative from the date of issue of award letter. The contract can be extended for further period on same rates, terms and conditions subject to satisfactory services provided by the supplier during the contract period.
7. The supplies which are in the nature of daily supplies, shall be executed at the time and in the manner shall be executed prescribed by the Indenting Officer. Any contravention thereof shall be deemed as a breach of contract and penalties as prescribed may be imposed.
8. Material indented for shall be brought in full to the Institute Stores. Short supply shall be treated as Non-supply of the items concerned and action will be taken **in terms of the Agreement.**
9. The bid security/EMD of the unsuccessful bidders will be returned to them within 30 days after award of contract. The bid security/EMD of the successful bidders shall be refunded on the completion of the under mentioned formalities otherwise will be forfeited.
 - i) Execution of Agreement on non-Judicial stamp paper of Rs.300/-
 - ii) Supply of Ice Cream (Branded) shall be made by the supplies as per requirement of Mess Section from time to time during contract period.
 - iii) Execution of work within 10 days from the date of receipt of award letter.
10. The interest free performance security @ 3% of the contract value will have to be deposited by the successful contractor within 15 days. It may be in forms of Insurance Surety Bonds, Accounts Payee bank

draft payable at Patiala drawn in favour of Senior Executive Director (A), SAI NS NIS, Patiala, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or online payment in an acceptable form.

11. In case of non/short of the items as per the contract, the Sr. Executive Director (A) reserve the right to confiscate/adjust the extra liabilities from the security money and make purchases from other sources at the entire risk and cost of the Tenderer.
12. The registered supplier(s) are liable to be removed from the list of approved suppliers if they fail to abide by the terms and conditions of the registration or fail to supply the goods on time or supply substandard goods or make any false declaration or for any ground which is not in public interest.
13. At the time of evaluation of **tender enquiry**, if found, the rates of Ice cream (same brand) quoted by two or more firms are the same. **The authority will authorise to award the same by a draw system.**
14. After opening of bid, no request of any bidder will be entertained to withdraw his tender and the bidder is liable to supply the items awarded to him, otherwise, security money of the bidder will be forfeited.
15. In case of FSSAI license is expiring during the tender period then the tenderer should renew its will in time and submit the same to the office otherwise the contract shall be terminated from the date of expiry of license.
16. In all matters of dispute, the decision of the Sr. Executive Director (A), SAI NS NIS, Patiala will be final. The Sr. E.D(A) reserves the right of cancelling any/all bids without assigning any reason
17. Conditional, incomplete, tender without Earnest Money and the document not enclosed which are required in the application forms are liable to be rejected.
18. Successful bidder will have to execute an **Agreement** for the due performance of this contract on appropriate non-judicial stamp papers **within 10 days** of the receipt of the supply order and till then no payment will be released.
19. The material shall be supplied at the Institute premises and receipt of quantity supplied will be prepared in duplicate, one will be kept by the NIS and the other to be retained by the Supplier duly signed by the official receiving the Stores.
20. The Officer receiving the Stores will have the right to reject the Articles if not found fresh and up to the mark. In case of any adulteration in the food articles, the supplier will be held responsible under specification laid down in the Prevention of Food Adulteration Act, 1955, as amended to date
21. In case the Suppliers fails in making the supply at a given time/hour the Institute shall have the right to purchase the same from the other sources at the cost of supplier. The Sr. Executive Director(A), SAI NS NIS, Patiala may also impose penalty as considered fit for the inconvenience caused to the Institute for the non-supply of Stores.
22. The short supply of the indent placed with the supplier would be considered "Failure to Supply" within the meaning of Para-11 above and action will be taken accordingly and extra expenditure incurred will be recovered from the Supplier.
23. In case of doubt in material, the expenditure on testing of material will be borne by the tenderer.
24. The supply will be taken almost **twice in a week.**
25. These terms and conditions can be modified/changed or added to at the time of final concluding and signing the Agreement.
26. SAI taking into accounts past performance of party, reserve the right to reject any tender.

TECHNICAL BID – Envelope “A” (Separate Cover)

1. The word “Tender for award of contract for supply of Mess Articles should be super scribed on the top left corner of envelopes bearing the name and address of the tenderer. The sealed tenders should be submitted in the following manner.
 - a) Earnest money of Rs.25,000/- (Rs.Twenty five thousand only) equivalent to 3% quoted value of one year estimated quantity of each items will have to be attached in the form of bank draft payable at Patiala drawn in favour of Sr. Executive Director (A), SAI NSNIS, Patiala with the tender.
 - b) Tenderer should sign the Tender Form, terms and conditions and other required documents as per tender.
 - c) Copy of Affidavit/Certificate towards sole Proprietor or Partnership Deed in case of Partnership firm
 - d) PAN Number is _____.
 - e) Copy of GST number (if applicable).
 - f) Copies of ITR for the last three assessment years i.e. 2019-20, 2020-21 & 2021-22.
 - g) Certificate of chartered accountant showing annual turnover of Rs.20.00 lacs for the last three financial years i.e. 2018-19, 2019-20 & 2020-21
 - h) Copy of Registration Certificate issued from FSSAI along with annexure, if any.
 - i) List of clients..
 - j) Affidavit/undertaking as per section IV (copy enclosed) (on non-judicial stamp paper of Rs. 50/- duly certified by Public Notary)

FINANCIAL BID – Envelope – “B” (Separate Cover)

As per proforma mentioned in Financial Bid of the tender documents.

NOTE :- The financial bid will only be opened if the tenderer fulfils all the requirements as per Technical bid.

The envelopes containing the documents as mentioned above should be wax-sealed and be super scribed Technical Bid – “A” and Financial Bid – “B” as the case may be. The envelopes ‘A’ & ‘B’ shall be submitted in one single big sealed envelop addressed to the Sr. Executive Director (A), Sports Authority of India, Netaji Subhas National Institute of Sports, Patiala – 147001 on or **before 16th March ,2022 up to 04.00 p.m.** in the office of **Deputy Director (GAD), SAI NSNIS, Patiala. Technical bid will be opened at 04.00 p.m. on 17.03.2022** by a board of officers appointed by the competent authority.

(ARBITRATION CLAUSE)

2. In the event, the said mutual discussions/conciliation fail, the aggrieved party shall initiate Arbitration proceedings for resolution of differences/disputes etc., mentioned above by appointing a sole Arbitrator, who shall be the Executive Director of SAI. In such event the said proceeding shall be conducted in accordance with the provisions of the arbitration and conciliation act 1996.
3. The venue of such arbitration proceedings shall be at Patiala and the courts in Patiala alone will have jurisdiction in respect of all proceedings connected therewith.

4. In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
5. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.
6. The Sr. Executive Director, SAI NS NIS, Patiala will be legally and lawfully competent to cancel the contract of supply and also to take any other action against the Supplier including imposing of any penalty on the Supplier during the pendency and till the final execution of the contract of supply in case the supplier is ever found to have committed any fraud against them or over-billing for any material so supplied to them or financial losses during the contract period.

(Gaurav Rawat)
DEPUTY DIRECTOR(GAD)
FOR SR.EXECUTIVE DIRECTOR(A)

The above terms and conditions are acceptable to me.

Signature of the Tenderer with stamp

Name_____

Address:_____

FORM OF TENDER
(TO BE SUBMITTED IN FINANCIAL BID ENVELOP "B")

NO:SAI/NSNIS/AW/Ice Cream/2022/
Dated:-

The Sr. Executive Director (A)
SAI NS NIS, Old Moti Bagh,
Patiala – 147001

Sir,

Please refer to your Tender Notice for the supply of the under mentioned items to this Institute stores (F.O.R.)

I/We hereby give my/our quotations/rates for the same. Time for completion of supply/work is as per your requirements, supply/work order:-

SN	Name of item & Flavour	Packaging Size	Brand	Six Month's Estimated Quantity	Rate per Unit/PC/Qt/ Kg. quoted by the Tenderer	Earnest Money Deposited
1.	Chocolate	5 Ltr./Gallon	Amul/Kwality Walls/Creambell	100 Gallons		
2.	Choco chips Ice Crem	4.5 Ltr./Gallon	Amul/Kwality Walls/Creambell	100 Gallons		
3.	Butter Scotch Ice Cream	4 Ltr./Gallon	Amul/Kwality Walls/Creambell	100 Gallon		
		125 ML	Amul/Kwality Walls/Creambell	7000 Cups		
4.	Vanila Ice Cream	4 Ltr. Gallon	Amul/Kwality Walls/Creambell	100 Gallons		
		90 ML	Amul/Kwality Walls/Creambell	7000 Cups		
5.	Strawberry Ice Cream	4 Ltr. Gallon	Amul/Kwality Walls/Creambell	100 Gallan		
		65 ML	Amul/Kwality Walls/Creambell	7000 Cups		
6.	American Nuts	5 Ltr.	Amul/Kwality Walls/Creambell	100 Gallons		
7.	Mango Flavour	5 Ltr.	Amul/Kwality Walls/Creambell	100 Gallons		
8.	Tuty Fruity	5 Ltr.	Amul/Kwality Walls/Creambell	100 Gallons		

Note: * All Ice Cream should be of Full Fat
* Packaging should be according to specifications

Rates per unit has to be filled by the tenderer inclusive of all taxes, levies etc.,

DD No. _____ Dated _____ for Rs. 25,000/- as Earnest Money equivalent to 3% quoted value of the above quantity. The earnest money has been calculated on the basis of quoted cost per unit multiply with estimated quantity.

DECLARATION

I/We hereby tender the rates filled in column 6 of this form as above. I/We undertake to execute the supply as per terms and conditions read and understood by me/us as per proforma enclosed. In the event of my/our failure to undertake the supply, when called upon to do so by the Institute authorities or violation of terms and conditions. I/We agree to forfeiture of my/our earnest security money deposited with the Institute and will be liable to make up the loss/damages cause to the Institute, if any.

SIGNATURE OF THE BIDDER
WITH STAMP

NAME _____

ADDRESS: _____

SECTION – IV

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

SIGNATURE OF THE BIDDER OR HIS
AUTHORISED SIGNATORY WITH SEAL

NAME_____

Address:_____

Dated:

NOTE: To be submitted on non-judicial stamp paper of Rs.50/- duly certified by Public Notary.

INTEGRITY PACT

The Pact essentially envisages an agreement between the prospective Vendors/bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/bidders, who commit themselves to such a pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. The essential ingredients of the Pact include:

- Promise on the part of the principal not to seek or accept any benefit which is not legally available;
- Principal to treat all bidders with equity and reason;
- Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally;
- Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts etc.
- Bidders not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
- Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates;
- Bidders to disclose the payments to be made by them to agents/brokers or any intermediary;
- Bidders to disclose any transgressions with any other company that may impinge on the anti corruption principle.
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Any violation of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings, as per the existing provisions of GFR, 2017, PC Act, 1988 and other Financial Rules/Guidelines etc. as may be applicable to the Organization concerned.

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the completion of contract. After award of work, the IEMs shall look into any issue relating to execution of contract. If specifically raised before them. As an illustrative example, if a contractor who has been awarded the contract during the execution of contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs.

However, the IEMs may suggest systemic improvement to the management of the organization concerned, it considered necessary, to bring about transparency, equity and fairness in the system of procurement

