



भारतीय खेल प्राधिकरण
SPORTS AUTHORITY OF INDIA

NETAJI SUBHAS NATIONAL INSTITUTE OF SPORTS ; PATIALA

Invitation of Bids for Procurement of Fruits & Vegetables

**SPORTS AUTHORITY OF INDIA, NETAJI SUBHAS NATIONAL
INSTITUTE OF SPORTS : OLD MOTI BAGH, PATIALA PIN - 147001**

Email-(nsnispatiala.sai@gov.in)

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

Bid Ref. No. SAI/NS NIS/Fruits & Vegetables/ 2023

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SECTION I

INVITATION FOR BID (IFB)

- 1) Sports Authority of India, Netaji Subhas National Institute of Sports, Patiala (SAI/Purchaser) for and on behalf of the Competent Authority, Sports Authority of India, invites online bids (**manual bids shall not be accepted**) in single stage on two bid system for supply of Fruits & Vegetables for mess at SAI NS NIS, Patiala.

| Bid Ref. No. SAI/NS NIS/Fruits & Vegetables/ 2023 | | |
|--|-------------------------------|-------------------------------------|
| Brief Description of Goods | Amount of Bid Security | Estimated Cost of the tender |
| Supply of Fruits & Vegetables | Rs.5,10,000 | Rs.1,70,00,000/- |

CRITICAL DATE SHEET

| | |
|--|-------------------------------------|
| Downloading of Bid Document Start Date | 08.01.2024 |
| Downloading of Bid Document End Date | 29.01.2024 |
| Bid Submission Start Date | 08.01.2024 |
| Bid Submission End Date | 29.01.2024 |
| Date and time of pre bid conference Join Zoom Meeting https://us02web.zoom.us/j/8760767045?omn=81694742222 Meeting ID: 876 076 7045 Passcode: 12345 | 12.01.2024 Time: 12.00PM |
| Last date for submission of queries/ clarification made during the pre bid conference in writing mail ** nsnispatala.sai@gov.in | 12.01.2024 Time:5.00 PM |
| Opening of Techno-Commercial Bid (Bid 1) | 30.01.2024 |
| Opening of Price Bid (Bid 2) | After Finalization Technical bid |

**** Queries / Clarifications are to be responded online only.**

2. 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>.

3. Bids shall be submitted online only at CPP website: [http:// eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app). Tenderers/Bidders are advised to follow the instructions provided in the **Instructions to the Bidder** for the e- submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>
4. Tenderer /Bidder who has downloaded the tender from the Central Public Procurement Portal (CPP) website <http://eprocure.gov.in/eprocure/app> **shall not tamper/modify the tender form otherwise tender will be completely rejected.**
5. Intending tenderers are advised to visit again CPP website <http://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.
6. **Manual bids will not be accepted.**

on or behalf of
Executive Director (A)
SAI NS NIS, PATIALA

SECTION – II (A)**INSTRUCTIONS TO BIDDERS (ITB)****A. PREAMBLE****1 Introduction**

The Bidding Documents are for purchase of items as mentioned in the tender documents.

This section (Section – II) provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids. It also includes the mode and procedure to be adopted by the Purchaser for receipt and opening of bids as well as scrutiny and evaluation of bids and subsequent placement of Contract.

Before formulating the bid and submitting the same to the bid inviting authority, the bidder shall read and examine all the terms, conditions, instructions etc. contained in the Bidding Documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Bidding Documents may result in rejection of its bid.

2 Language of Bid

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

3 Tendering Expenses

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

4 Local Conditions

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

BIDDING DOCUMENTS**5 Content of Bidding Documents**

In addition to Section I – “Invitation for Bid” (IFB), the Bidding Documents include: -

| | |
|-------------------|--|
| Section II (A) | Instructions to Bidders (ITB) |
| Section II (B) | Instructions for Online Submission of Bids |
| Section III | Qualification Criteria & Performance Statement |
| Section IV | Bidding Form |
| Section V (A & B) | Scope of Work & Schedule of Requirement |
| Section VI-A | General Conditions of Contract (GCC) |
| Section VI-B | Special Conditions of Contract (SCC) |
| Section VII | Contract Forms |

6 Amendments to Bidding Documents

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

7 Modifications/withdrawal of bids

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

8 (A) Clarification of Bidding Documents

- (i) A bidder requiring any clarification or elucidation on any issue in respect of the bid document may take up the same with the SAI in writing (Via e-mail nsnispatiala.sai@gov.in) . The SAI will respond in writing (via e-mail nsnispatiala.sai@gov.in) to such request provided the same is received (by the SAI) not later, the next day of pre-bid meeting.
- (ii) Any clarification issued by SAI in response to query (ies) raised by the prospective bidders shall form an integral part of bid document and it may amount to an amendment to the relevant clause(s) of the bid document.

8(B) Pre-Bid Meeting

- (i) A Pre-Bid conference via Zoom Conference will be held with the prospective Bidders for the purpose of holding technical & commercial discussions and providing clarifications by the Purchaser. In the Pre-Bid Conference, clarifications pertaining to technical, commercial and other issues regarding the items stipulated in the RFP may be required by the prospective bidders, will be provided. The prospective bidders should on their own cost, attend the said conference on the date and venue.
- (ii) Details of proposed/suggested variations/ deviations/ additions from the Bid specification/conditions, if any, should be clearly indicated while sending queries before Pre-Bid Conference. Any verbal suggestion/ proposal of variations/ deviations/ additions in the RFP document made during the Pre Bid Conference should also be given in writing to the before 5.00PM, 12.01.2023.
- (iii) The purchaser may clarify on variations/ deviations, alternative proposals, which ensure equal or higher quality/ performance to the Technical Specifications during Pre-Bid Conference. However, the decision of the purchaser in this regard will be final.
- (iv) After incorporation the amendments acceptable to the Purchaser, the RFP Document shall be frozen as per the details provided in RFP, through issuance of an Addendum (s) which can be downloaded from the e-procurement portal. The Bidder shall submit its Bid along with Bid documents, including Addendum, if any issued, duly signed and stamped.

9 Bid format

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

D. PREPARATION OF BIDS

10 Documents Comprising the Bid

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

11 Technical Bid:

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

- 11.1 Bid security: Bid security is to be furnished in accordance with Clause 17 of ITB and bid submission as per format at **Section IV (A)**. Alternatively, documentary evidence for claiming exemption, if any, from payment of Earnest Money.
- 11.2 Self-attested ID proof, address proof and a recent passport size colored photograph of authorized representative.
- 11.3 Certificate of Incorporation, Articles and Memorandum of Association in case of companies/Partnership Deed and Registration of Partnership Firm in case of Firms or any document proving ownership of proprietary firm.
- 11.4 Documents mentioned in the qualification criteria as per Section III (A).
- 11.5 Experience of Supply of Fruits & Vegetables for at least two years (Attach documentary proof).
- 11.6 National Electronic Fund Transfer (NEFT Form) as per Section IV- (E) for payment in Indian Rupee.
- 11.7 Certificate of Chartered Accountant showing annual average turnover of **Rs.50.00 Lakh per annum** for the last three financial years (2020-21, 2021-22 and 2022-23). Copies of Balance Sheet, Profit and Loss Account statement etc need not be enclosed.
- 11.8 Income Tax returns filed for the last three Assessment Years (2021-22, 2022-23 & 2023-24).
- 11.9 Goods & Services Tax (GST) Certificate.
- 11.10 Valid PAN & TIN (Tax Payer Identification Number)/TAN.
- 11.11 Registration No. and Certificates for Shops & Establishment Act of the respective state, if applicable.
- 11.12 Solvency Certificate of Rs. 50 Lacs verified by the Bank.
- 11.13 FSSAI Licence (in pursuance with Food Safety & Standards Act 2006).

Note:

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

- 4) *All pages of the Bid should be numbered and properly indexed.*
- 5) The authorized signatory of the bidder must sign the bid and duly stamp the same with seal of the Company/Organization at appropriate places and initial all the remaining pages of the bid.

12 Financial Bid: This should be uploaded online in the prescribed BoQ format of bid document.

- 12.1** The Bidder shall quote for all the components of items specified in the '**Price Schedule Form**' provided under BoQ **including all (taxes, duties, levies etc.)**
- 12.2** The unit price shown in the financial bid will be inclusive of all charges, taxes & duties, transportation, loading & unloading & GST etc.).
- 12.3 Bidder should quote prices for all items in BoQ. (Excel)**
- 12.4** It is the responsibility of Bidder to go through the Bidding Document before offering rates as per price schedule.
- 12.5** A Bidder, who did not fulfil any of the above requirements and / or gives evasive information / reply against any such requirement, shall be liable to be ignored and rejected.
- 12.6** Conditional bids shall be summarily rejected.
- 12.7** All payments in Indian Rupee shall be made through National Electronic Fund Transfer (NEFT)/ RTGS System. Bidders are required to fill and attach the NEFT Mandate Form attached as per **Section-IV (E)** along with their offers, if not already executed in SAI. Notification of Award shall not be issued without NEFT Mandate Form

13 Bid Prices

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

14 Firm Price

- 14.1** The prices quoted by the Bidder shall remain firm and fixed during the currency of the contract and not subject to variation of any account.
- 14.2** Any other tax(s) (except GST), if applicable in respect of this contract shall be payable by the bidder and SAI will not entertain any claim whatsoever in respect of the same. However, in respect of GST, if payable, same shall be paid by the bidder to the concerned department on demand and it will be reimbursed to him by the SAI after satisfying that it has been actually and genuinely paid by the bidder.

Note: Bidders are requested to upload the "Technical Bid" and 'Financial Bid' having the above-mentioned documents online in required 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 III of Tender Document, to perform the contract.

17 Bid Security/Earnest Money Deposit (EMD)

EMD has to be submitted failing which the offer/ bid of such bidder shall be declared as ineligible and the said bid submitted shall be summarily rejected. The Bid submissions must be made online after uploading the mandatory scanned documents towards EMD and other documents, as stated in Tender Document.

The EMD shall be accepted only in the form of Demand Draft in favour of “Executive Director, SAI NS NIS” and payable at Patiala of Rs 5,10,000/- (Rupees Five lakhs ten thousand only). The hardcopy of the EMD (Demand Draft) has to be mandatorily submitted to this office in original on or before the last date of bid submission; additionally, copy of payment receipt of the EMD shall be submitted online at the time of bid submission. The Bids of the Bidders who fail to submit the EMD (online and offline) on or before the specified date and time shall be summarily rejected.

18. Bid Validity

- 18.1 The bid shall remain valid for acceptance for a period of 180 (One hundred eighty days) 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

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

- 19.1 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.
- 19.2 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 initialled by the same person(s) signing the tender.
- 19.3 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 initialled by the person(s) signing the tender.

E. SUBMISSION OF BIDS

20 Submission of Bids

- 20.1 Bids should be submitted online as per the instructions given for online submission under Section II (B).
- 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 its discretion, may extend the deadline for submission of Bids by amending the bid document in accordance with clause 6 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.

F. 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 IFB in **Section-I**. If due to administrative reasons the venue / date/ time of bid opening are changed, it will be uploaded on CPP Portal.
- 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 Bidders who have submitted their bids online, may see all the outcomes of the bids, both technical as well as financial, on CPP portal on due date & time specified from time to time.
- 21.4 Two – bid system as mentioned will be as follows:-
 - a. **Technical Bids** will be opened in the first instance, at the prescribed date and time as indicated in **Section–I (IFB)**. These bids shall be scrutinized and evaluated by the SAI with reference to parameters prescribed in the Bid Document. During the Technical bid opening, the bid opening official(s) will read the salient features of the bids, like brief description of the items offered, delivery period, Bid Security and any other special features of the bids, as deemed fit by them.
 - b. **Financial Bids** of only the technically acceptable bids / offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical Bid. The prices, special discount, if any offered etc., as deemed fit by bid opening official(s) will also be read out.

G. SCRUTINY AND EVALUATION OF BIDS

22 Basic Principle

Bids shall 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 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 is unsigned.
- c. Tender validity is shorter than the required period.
- d. Bid Security Declaration have not been provided.
- e. Bidder has not agreed to give the required performance security.
- f. Bidder has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
- g. Poor/unsatisfactory past performance.
- h. Bidder has not quoted as per the Price Schedule.
- i. Bidder has not complied with the requirement of Clauses of ITB.

24 Minor infirmity/irregularity/Non-conformity

If during the preliminary examination, the SAI find any minor infirmity and/ or irregularity and/ or non-conformity in a tender, the SAI will convey its observation on such ‘minor’ issues to the bidder by registered / speed post/email 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 shall be liable to be ignored.

25 Discrepancies in Prices

- 25.1 If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the SAI feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- 25.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected, and;
- 25.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- 25.4 If, as per the judgment of the SAI, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by registered/speed post/mail. If the bidder does not agree to the observation of the SAI, the tender is liable to be ignored.

26 Qualification Criteria

Bids of the Bidders, who do not meet the required Qualification Criteria prescribed in Clause 11 of Section II A read with Section III (A), will be treated as non - responsive and shall 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. This means that award criteria will be based on the least rates, which would be total pay-out including all taxes, duties and levies.’
- 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 via mail (nsnispatiala.sai@gov.in).
- 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.

H. AWARD OF CONTRACT

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

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

30 Notification of Award

- 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 CPPP/ registered / speed post or by fax/ email that its bid for items, which have been selected by the SAI, also briefly indicating there-in, that the essential details like description and prices have been accepted. The successful bidder must furnish to the SAI the required Performance Security within **14 (Fourteen) 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 8 under Section VI-A.
- 30.3 The details of award of work and name of the successful bidder shall be mentioned on the CPPP.
- 30.4 Notification of Award shall constitute the conclusion of the Contract.

31 Issue of Contract

- 31.1 Promptly after notification of award, the SAI will mail the Contract Agreement as per Section VII (A), duly completed and signed, in duplicate, to the successful bidder by registered / speed post/ E Mail.
- 31.2 The successful bidder shall return the original copy of the contract, duly signed and dated, to the SAI by registered/ speed post within **14 (Fourteen) days** from the date of issue of the contract.
- 31.3 The SAI reserve the right to issue the Notification of Award consignee wise.

32 Variation of quantities at the time of award

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

33 Annulment of Award

Failure of the successful bidder to comply with the requirement of signing an agreement with the SAI and furnishing Performance Security as per clause 8 of Section VI shall constitute sufficient ground for annulment of the award and forfeiture of bid security.

34 Termination of Contract

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

35 Disqualification

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

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

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

37 Corrupt or Fraudulent Practices

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

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

38. Conflict of Interest among bidders/agents

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

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

SECTION-II (B)

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in//eprocure/app>.

A. REGISTRATION

- (i) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in//eprocure/app>) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- (ii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iii) Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- (iv) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/TCS/nCode/ eMudhra etc.), with their profile.
- (v) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- (vi) Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

B. SEARCHING FOR TENDER DOCUMENTS

- (i) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- (ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- (iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the helpdesk.

C. PREPARATION OF BIDS

- (i) Bidder should take into account corrigendum published on the tender document before submitting their bids.
- (ii) Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- (iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

D. SUBMISSION OF BIDS

- (i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (ii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (iii) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- (iv) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- (v) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers’ public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- (vi) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (vii) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.
- (viii) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- (ix) Failure in case of uploading of documents due to technical reasons. SAI shall not be held responsible. Bidders are therefore advised to upload the tender well before the last date of submission.

E. ASSISTANCE TO BIDDERS

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender.
- (ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The Contract number for the helpdesk is 1800 3072 2232.

SECTION – III (A)
PRE QUALIFICATION CRITERIA

Bid Ref. No. SAI/NS NIS/Fruits & Vegetables/ 2023

Dated:

The bidder must satisfy the following eligibility criteria

| S. No. | 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. | Bidder must have annual average turnover of Rs. 50.00 lakh in last three financial years viz 2020-21, 2021-22 & 2022-23 | Certificate of Chartered Accountant that provides the information explicitly as per the criteria. Certificate of Chartered Accountant is mandatory. Providing Balance Sheet or Financial Statements is not sufficient for this requirement. |
| 3. | Income Tax Return for the Assessment year for the year 2021-22, 2022-23 & 2023-24 | Details shall submitted by the bidder |
| 4. | The bidder must have completed satisfactory one order for supply of Fruit & Vegetables items at least 40% of the estimated bid value i.e. Rs.68 Lac or at least 2 orders of 30 % of the Estimated Bid Value i.e. 51 Lac each or 3 orders each of 15% of the Estimated Bid Value i.e. Rs. 25.5 each for similar services(s) in last two years to Govt. departments/ autonomous bodies/PSUs/Private Institutions | Satisfactory Performance Certificate issued by respective Buyer Organization for the Orders should be uploaded with bid. |
| 6. | Solvency Certificate of Rs. 50 Lacs verified by the Bank. | Details shall submitted by the bidder |
| 5. | The bidders should not have been debarred/blacklisted by any state/ central government/PSUs | Enclose blacklisting declaration in the format given in Section IV (I) |
| 6. | The bidder should have a valid GST No. or should have registered under GST. | Enclose copy of GST registration certificate. |
| 7. | The bidder should have FSSAI License & other applicable license issued by concerned authority | Enclose copy of all licenses |
| 8. | Bid Security | As defined in the clause No. 17 of the tender document |

SECTION – III

(B) PERFORMANCE STATEMENT

| | | |
|---|---|--------------------------------------|
| Bid reference No. | : | SAI/NSNIS/CS/Fruit & Vegetables/2023 |
| Date of opening | : | |
| Name and address of the Bidder | : | |
| Name and address of the department where worked | : | |

| Order Placed by (full address) | Order number & date | Order placed on | Description & quantity of services | Value of order | Date of completion of contract | | Remarks indicating reasons for delay if any | Are the Services Provided satisfactorily? |
|--------------------------------|---------------------|-----------------|------------------------------------|----------------|--------------------------------|--------|---|---|
| | | | | | As per contract | Actual | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| | | | | | | | | |

Signature and seal of the Bidder

Note:

SAI NS NIS PATIALA reserves the right to ask the bidder to furnish copies of orders and satisfactory completion certificate in respect of works detailed in above statement.

SECTION – III

(C) EVALUATION CRITERIA

1. Authority reserves the right to accept or reject any of all bids without assigning any reasons.
2. Authority also reserves the right to reject any bid (including the lowest one) which in its opinion is not responsive or violating any of the conditions/specifications or which is found to be adopting unethical business practices; without bearing any liability or any loss whatsoever it may cause to the bidder in the process.
3. Technical bids will be evaluated as per qualification criteria given in Section III read with pre-qualification stipulated in Clause 11 of Section II (ITB) of the tender documents.
4. The Contract shall be awarded to the responsive Bidder(s) who is **Overall L1 (as detailed in BoQ from item 1 to item 102)** lowest and who meets the laid down Qualification Criteria in the Bid documents. In case, the two or more firms offer the same rates, successful bidders will be the one whose turnover is higher than the other competitor(s).

SECTION-IV-A**BID SUBMISSION FORM**

To
 The Executive Director (A)
 Sports Authority of India,
 Nataji Subhas National Institute of Sports
 Old Moti Bagh, Patiala
 Pin. Code - 147001

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 dietary articles including Fruits & Vegetables, at SAI NS NIS, Patiala in conformity with your above referred document for the rate as quoted in the price schedule(s), attached herewith and made part of this Bid.

2. We further confirm that, if our Bid is accepted, we shall provide you with a Performance Security of required amount in an acceptable form in terms of GCC Clause 8, in Section - VI for 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 as per Section VII.

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

6. We confirm that we are competent to Contract and we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

7. We confirm that we fully agree to the terms and conditions specified in above mentioned Bidding Document, including amendment/ corrigendum if any.

 [Signature with date, name and designation] Duly authorized to sign Bid for and on

behalf of Messrs_____

 _[Name & address of the firm]

SECTION – IV (B)

Form for Power of Attorney/Board Resolution

Know all men by these presents, we, _____ the board vide board resolution dated (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (Name), son/daughter/wife of _____ and presently residing at _____, who is presently employed with us and holding the position of _____], as our true and lawful attorney

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

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

IN WITNESS WHEREOF WE, _____ THE ABOVE NAMED

PRINCIPALS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS __ DAY OF

20** For _____

(Signature)

(Name, Title, and Address) Witnesses:

- 1.
- 2.

Accepted (Notarized) (Signature) _____ (Name, Title and Address of the Attorney) _____

SECTION – IV (C)

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To
The Executive Director (A)
Sports Authority of India,
Nataji Subhas National Institute of Sports
Old Moti Bagh, Patiala
Pin. Code - 147001

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instruction indicated]

Date:[insert date(as day, month and year) on Notification of Award] and
Contract No _____

Bank's Branch or Office: [insert complete name of Guarantor]

Beneficiary: Executive Director (A), SAI NS NIS, Patiala

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee Number]

We have been informed that [insert complete name of firm] (hereinafter called "the bidder") has entered into Contract No. [insert number] dated [insert day and month], [insert year] with you, for the supply of [description of Goods and related Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the firm, we hereby irrevocably undertake to pay you any sum(s) not exceeding [insert amount(s) in figures and words] upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the [insert number] day of [insert month] [insert year], and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[Signature of authorized representatives of the Bank and the Supplier]

SECTION – IV (D)

PRICE SCHEDULE FORM

Supply of Fruit & Vegetables at SAI NS NIS, Patiala

BOQ (Bill of Quantity) /PRICE BID

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

The bidder has to quote the price in attached BoQ(XLS format) .

Price shall quote as per the KG /PCS given in the BoQ sheet.

**If any difficult or doubt facing while filling the financial bid Kindly Give a mail to our mail ID :
nsnispatiala.sai@gov.in , jaisal.k.sai@gmail.com, 9646060319, 9656368964**

Please refer BoQ(Financial Bid)

SECTION IV- (E)
NEFT MANDATE FORM

Bid Reference No.:/SAI/NS NIS/Fruits/Vegetables/23

To
The Executive Director (A)
Sports Authority of India,
Nataji Subhas National Institute of Sports
Old Moti Bagh, Patiala
Pin. Code - 147001

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. | |
| Agency/Contractor Bank Account No. | |
| Type of Account | |
| IFSC code for NEFT | |
| IFSC code for RTGS | |
| Agency/Contractor name as per Account | |
| Telephone no. of Agency/Contractor | |
| Agency/Contractor E-mail ID | |

[Signature with date, name and designation] For
and on behalf of M/s _____

[Name & address of the bidder]

Enclose a copy of Crossed Cheque

SECTION IV

(F) DISCLOSURE OF CONFLICT OF INTEREST

It is hereby disclosed that we have not any conflict of interest with others bidders in terms of conditions stipulated in clause No. 38 of Section II- A of Tender Document. If this disclosure is found wrong later on, we are liable for punitive action as per terms of the agreement.

(Authorized Signatory)

Stamp

SECTION IV

(G) DISCLOSURE OF CODE OF INTEGRITY

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

1. Prohibition of:-

- a) Making offer either directly or indirectly in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- b) Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- c) Any collusion, bid rigging or anti competitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
- d) Improper use of information provided by the procuring entity to the bidder with intent to gain unfair advantage in the procurement process or for personal gain.
- e) Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.
- f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- g) Obstruction of any investigation or auditing of a procurement process.
- h) Making false declaration or providing false information for participation in a tender process or to secure a contract.

- 2.** It is also disclosed that no previous transgressions have been made in respect of the provisions of Sub Clause (i) of Rule 175 of GFR with any entity in any country during the last three year or of being debarred by any other procuring entity.

(Authorized Signatory)

Stamp

SECTION IV

(H) 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.

Date:

(Signature of the bidder)

NAME & ADDRESS OF THE BIDDER

NOTE: To be submitted on non-judicial stamp paper of Rs. 100/- duly certified by Public Notary

SECTION IV

(I) BID SECURITY DECLARATION

I/we hereby understand and accept that if I/we withdraw or modify my/ our bids during the period of validity, or if I/ we are awarded the contract and on being called upon to submit the performance security/ Security Deposit, fail to submit the performance security/ Security Deposit before the deadline defined in the request for bid document/ Notice Inviting Tender, we shall be debarred from exemption of submitting Bid Security/ Earnest Money Deposit and performance security/ Security Deposit for a period 6 (six) months, from the date / we are declared disqualified from exemption from submission of EMD/SD, for all tenders issued by SAI published during this period.

(Signature with date)

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

For and on behalf of

**(Name, address and
stamp of the
tendering firm)**

SECTION – V (A)

SCOPE OF WORK

1. To provide fresh & hygienic Fruits & Vegetables at Sports Authority of India (SAI), Netaji Subhas National Institute of Sports, Patiala
2. To arrange for supply of fresh & hygienic Fruits & Vegetables as required at the site by the contractor at his own cost.
3. In the case of failure to supply, short supply or substandard supply 'risk purchase' will be made by the organization out of the Security Deposit of the said Contractor (this includes the difference tender rate and risk purchase plus incidental charges).
4. **Schedule of Requirements.** As per Annexure enclosed.
5. Delivery Period. The Contractor must be able to supply the fresh provisions in morning by 9.00AM and also on very short notices during unforeseen conditions. The fresh provisions supplied by the contractors should be in good condition and in correct quantity & quality. Failure, to abide by the contractual obligation will lead to the cancellation of contract and forfeiture of performance security and second lowest will be awarded the contract.
6. **Quality:** Packed and **branded/first quality** (where ever applicable).
7. If any products received doesn't match brand or quality mentioned in supply order will be returned.
8. There should not be any damaged boxes or packing.
9. If found any grittiness, sand, stones, insect, insect infestation or any other form of adulteration the product will not be accepted.
10. The successful bidder is required to supply all the goods strictly as per specification.
11. Material indented for shall be supplied in full quantity within stipulated time. In case of delay in supply/ non supply/ short supply of any other complaint, SAI reserves the right to adjust extra liabilities from the Earnest Money/Security Money, disapprove a brand/all brands or may take any other action as deemed fit.
12. The quality of fruits and vegetables should be same throughout the contract as specified in detail.
13. The supply should be sent in clean and undamaged crates.

14. It will be the responsibility of the supplier to ensure that items supplied are of the good and standard quality and free from all defects.
15. The decision of the SAI NS NIS, Patiala 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.
16. In case of doubt in material the expenditure on testing of material will be borne by the tenderer.
17. Transportation & Loading & Unloading charges will be inclusive of rate quoted no extra charges will be paid.
18. A list of tentative requirements of Fruits & Vegetables Items is attached as Section-V (B). The actual requirement may increase or decrease as per requirement.
19. 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.
20. The Supplier should fulfil the following conditions with regard to goods and its supply.
 - a) The product should be fresh stock.
 - b) The product to be replaced immediately, if found dissatisfactory.

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

Authorized Signature
Name & Address of the firm with seal

Section V(B)

Schedule of Requirement

Bid Ref. No. SAI/NS NIS/Fruit & Vegetable/23

| S.NO. | ITEM NAME | Estimated QTY REQUIRED Per year | UNIT | SPECIFICATION |
|-------|-------------------------------------|---------------------------------|------|---|
| 1 | ANAR (Maharashtra) | 2000 | KG | Fresh- Orange red colour. Appearance: Without darkspot, cracks and bruises. Weight: 200- 250gms. |
| 2 | APPLE - KINNAUR | 4000 | KG | Fresh- Firm, Red/ Golden. Appearance: Glossy, or smooth. Free from insect or pest affecting the flesh rotting & intact. Weight: 200- 250gms. |
| 3 | APPLE - GALA | 2000 | KG | Fresh- Firm, Orangish red, Ripe, thin skinned. Weight: 100-150 gms. |
| 4 | APPLE- KASHMIRI | 100 | KG | Crispy, Red colour, sweet and juicy texture. Weight: 200 to 250 gms. |
| 5 | APPLE- New Zealand | 5000 | KG | Fresh - Ripe, thin skinned, firm. Weight: 150- 200 gms. |
| 6 | BER - Hybrid | 200 | KG | Fresh- firm, Light green. Weight: 70 to 120gms. |
| 7 | BABUGOSHA (Pear)- Hybrid | 1500 | KG | Greenish yellow skin & Clean, Soft. Free from any outside foreign matters, cuts/ holes, insect damage or pests. Weight: 200- 220gms. |
| 8 | BABUGOSHA (Pear)- Local | 700 | KG | |
| 9 | BANANA (Uttar Pradesh) | 25000 | KG | Yellow/ Greenish yellow. Firm fruit without dark spots or abrasions on the peel. Size: 7- 8 inches. |
| 10 | CHIKU | 200 | KG | Clean, Fresh. Free from Mould & decay, broken skin. Neither raw Nor over ripened. Weight: 50- 80gms. |
| 11 | COCONUT DAAB (Tender Coconut Water) | 15000 | PCS | Fresh, Pale green. Free from brown spots. Weight: 1.5- 2.5 kg (Grade A). |
| 12 | FRESH COCONUT | 2000 | PCS | Outside brown in colour and well matured. Juicy, With water, with husk. Weight: 350- 500 gms. |
| 13 | GRAPES Red- hybrid | 100 | KG | Fresh & Juicy. Seasonal & sweet. Black to purple colour with seeds. free from white or black mould. Weight: 150- 200gms per bunch. |
| 14 | GRAPES RED (Desi-Nashik) | 200 | KG | Fresh & Juicy. Black to purple colour with seeds. Free from white or black mould. Bunch weight of 150 gm/100 gm for large/small berries respectively in intact bunches. |

Bid Ref. No. SAI/NS NIS/Fruit & Vegetable/23

| | | | | |
|----|-----------------------------------|------|-----|--|
| 15 | GRAPES GREEN (Pune) | 2000 | KG | Fresh & Juicy without seeds. Seasonal, sweet & sour. Free from white or black mould. Free from insects & decay. Weight: 150- 200gms. |
| 16 | Grapes Black (seedless) | 200 | KG | Fresh & Juicy without seeds. Seasonal, sweet & sour. free from white or black mould. Free from insects & decay. Weight: 150- 200gms. |
| 17 | GUAVA (UP/ MP/ Bihar) | 1500 | KG | Green (thin skin) , Skin light green. Flesh: White/ Yellow/Pink. Free from spot, scars & insect damage. Not over ripened. Weight 100-150 gms |
| 18 | KINU (Punjab) | 6500 | KG | Mature, firm, and well formed; free from unhealed skin breaks, hard or dry skins, and decay; juicy, sweet. Weight: 120gm-150gm. |
| 19 | KIWI (HP/ UP/ Sikkim) | 9000 | PCS | Sweet and sour, Maturity (not over ripe/ under ripe), firm, not split, cracked or wet. Free from spot, scars, mold & rots. Shiny skin, furry brown/ golden skin. Weight: 100- 150 gm |
| 20 | LICHI (Uttarakhand) | 100 | KG | Fresh, Firm, Reddish pink skin & Unbroken skin, free from mould, insects & foreign particles. Weight: 150- 200gm |
| 21 | MANGO (Safeda)-(UP) | 5500 | KG | Fresh, firm and ripe, weight based on grade 300gm- 350gms. |
| 22 | Mango (Dasheri)-(UP) | | KG | Greenish yellow, Weight : 150- 200gms. |
| 23 | Mango (Chaunsa)-(UP) | | KG | Greenish yellow, Weight : 200- 250 gm. |
| 24 | MAUSAMBI (Maharashtra/ Telangana) | 5100 | KG | Green, Riped, Juicy, Smooth texture skin, Free from spot, scars, mold and rots. Weight: 120gm-150gm. |
| 25 | MUSKMELON | 2500 | KG | Fresh- Sweet, yellow , Juicy, Smooth texture skin, Free from spot, scars, mold and rots, unflavour from inside.Weight : 500- 700gm. |
| 26 | NASPATI Regular-(HP) | 500 | KG | Fresh- Green/ Yellow in color, Fresh, sweet & juicy. Weight:120gm-150gm. |
| 27 | ORANGE (Nagpur) | 300 | KG | Fresh & Juicy, firm, and well formed, Mature; free from unhealed skin breaks, hard or dry skins, and decay. Weight : 120- 150gms. |

Bid Ref. No. SAI/NS NIS/Fruit & Vegetable/23

| | | | | |
|----|--|------|-------|--|
| 28 | PAPAYA (Karnataka/ Andhra Pradesh/ Tamil Nadu) | 6000 | KG | Fresh- Orange color, free from black mould/spot decay on the skin. free from broken skin, scar. Weight: 750- 1000gms |
| 29 | PEACH (HP/ Uttarkhand) | 500 | KG | Yellowish red, Free from mould, unbroken skin. Weight: 100- 150gm. |
| 30 | PINEAPPLE (RANI) | 5000 | KG | Sweet and golden yellow on the inside, outside skin light green, Weight: 800gm to 1000gm |
| 31 | PLUM (ALU BUKHARA)- Regular (HP/ Uttarkhand) | 200 | KG | Seasonal, sweet / sour, No artificial color on the skin. free from unhealed skin breaks, hard or dry skins, and decay, Dark red color. Weight: 30- 40 gm per piece. |
| 32 | PLUM (ALU BUKHARA) Imported | 100 | KG | No artificial color on the skin. free from unhealed skin breaks, hard or dry skins, and decay. Weight: 50- 100gms. |
| 33 | STRAWBERRY(200 gms box) | 650 | BOXES | Sweet & Juicy. No artificial color on the skin. free from unhealed skin breaks, hard or dry skins, and decay & mould. Similar size throughout the box. No black spot and dust free. 1 BOX Shall contain 200 Grams |
| 34 | SUGARCANE (UP/ Punjab) | 7000 | KG | Fresh & Juicy. free from unhealed skin breaks, hard or dry skins, decay, Mould , dust free. No black spot, Size: 6- 8 feet long. |
| 35 | WATERMELON(Tarbooz) - Green turkey | 2000 | KG | Fresh , Firm skin, No decay, Weight: 2-3 kg. |
| 36 | WATERMELON(Tarbooz) - Matira | 500 | KG | Fresh , Firm skin, No decay,Weight: 1.5- 2 kg. |
| 37 | ARBI | 100 | KG | Roughly the size of potatoes and similar in texture, skin is brown but the flesh maybe white. Size: 3 to 4 inch. |
| 38 | BRINJAL (SMALL/LONG)- varieties | 500 | KG | Purple-black fruits that are 2 to 3 in. (5 to 7 cm) long and about 1 in. (2.5 cm) in diameter. Up to 12 inches in length, the average width ranges from 2 to 5 inches in diameter, Purplish black, Fresh. Not more tender. |
| 39 | BRINJAL (Bhanta)- Round varieties | 500 | KG | Fresh- Dark purple with head, unbroken skin, wrinkle free. Weight: 200- 300gm. |

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| 40 | Brinjal- Long | 500 | KG | Fresh- Light purple, Size: 5-6 inches with head. |
| 41 | Brinjal- Small- round | 200 | KG | Fresh -Dark purple with head. unbroken skin, wrinkle free. Weight: 20- 30gm. |
| 42 | BATHUA SAAG | 100 | KG | Green color, fresh leaves, Clean, no other leaves or grass, No mould,free from insects. Weight: 150-200gm per bunch. |
| 43 | BEETROOT | 3000 | KG | Fresh, firm, Deep violet red colour, weight: 80 to 120 gm (Without leaves) |
| 44 | BITTERGOURD (Karela) | 800 | KG | Fresh , Shiny skin, Firm, free from unhealed skin breaks, hard or dry skins, and decay. Weight: 50-60gm. |
| 45 | CABBAGE | 1500 | KG | Fresh- light green in color, free from foreign particles. Crisp juicy leaves. free from foreign and 'off' smells or tastes. Weight: 500- 800 gm |
| 46 | CAULIFLOWER Hybrid | 500 | KG | Fresh- White/ mild yellow color. Free from foreign and 'off' smells or tastes. Weight- 1 to 1.5 kg |
| 47 | CAULIFLOWER (Desi) | 1000 | KG | Fresh- White/ mild yellow color. Free from foreign and 'off' smells or tastes. Weight: 500- 800gms. |
| 48 | CORIANDER LEAF | 600 | KG | Fresh- fairly good green color, and free from serious damage caused by broken or bruised leaves, or by clipping. Weight: 100- 150gm per bunch. |
| 49 | CORN FROZEN | 350 | KG | Golden Yellow, No artificial color on the skin. free from mould/ rots. At least 3 months away from the expire date, Stored at appropriate temperature. Weight: 1kg per packet. |
| 50 | CUCUMBER CHINESE | 6500 | KG | Uniform rich green , Firm, ,free from unhealed skin breaks, hard or dry skins, and decay. Size: 5-6inches. |
| 51 | CUCUMBER LOCAL | 5000 | KG | Uniform rich green color. Firm, ,free from unhealed skin breaks, hard or dry skins, and decay. Size: 6-8 inches. |
| 52 | FRENCH BEANS | 1500 | KG | Fairly fresh, firm, Not overmature. Size: 8- 15 cm. |
| 53 | FRESH LEMON | 4500 | KG | Yellow with a tinge of green, or an egg-yolk color. Firm, juicy, weight: 30- 50gm. |
| 54 | GARLIC (Desi- unpeeled) | 1000 | KG | Firm bulbs, Not soft and spongy, No off odours/ foreign odours/ tastes. Weight: 20- 25 gms. |

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| 55 | GARLIC (Chinese-peeled) | 200 | KG | Freshly peeled, Good smell, No off odours/ foreign odours/ tastes. No mould / infection. Weight: 50gm per packet. |
| 56 | GARLIC (Chinese-Unpeeled) | 300 | KG | Firm bulbs, Not soft and spongy, No off odours/ foreign odours/ tastes. Weight: 80- 100 gm. |
| 57 | GHIA- Bottle gourd | 1500 | KG | Fresh, Firm, furry skin. No artificial color on the skin. free from mould/ rots. free from unhealed skin breaks, hard or dry skins, and decay. Size: 8- 10 inch in length. |
| 58 | GINGER | 1500 | KG | Juicy, tender, free from foul smell, Mould & dust. Raw size 3 to 5 inch in length. |
| 59 | GREE PEAS FROZEN | 600 | KG | Fresh, No artificial color on the skin. free from mould/ rots. At least 3 months away from the expire date, Stored at appropriate temperature. Weight: 1 kg per packet. |
| 60 | GREEN CAPSICUM | 1500 | KG | Fresh green, Smooth, firm, Crisp, Juicy flesh, No foreign odours/ tastes. Weight: 80- 120 gms. |
| 61 | GREEN CHILLI | 800 | KG | Shiny skin, Firm, dark green in color, crisp. Size: 3 inch to 6 inch. |
| 62 | GREEN PEAS FRESH | 1500 | KG | Bright green, firm, uniform size. No artificial color on the skin. free from mould/ rots, insects. No yellowish discoloration. Size: 3- 4inches. |
| 63 | JACKFRUIT(KATHAL) | 250 | KG | Firm, ,free from unhealed skin breaks, hard or dry skins, and decay. Weight: 4-5 kgs. |
| 64 | LADY FINGER | 900 | KG | Fresh & tender, Crisp, Moderate maturity. No artificial color/ discoloration. Size: 3- 4 inches in length. |
| 65 | METHI FRESH | 150 | KG | Fresh, of fairly good green color, and free from serious damage caused by broken or bruised leaves, or by clipping. Weight:300gm per bunch. |
| 66 | MINT FRESH (PUDINA) | 150 | KG | Fresh, of fairly good green color, and free from serious damage caused by broken or bruised leaves, or by clipping. Weight: 100- 200gm per bunch. |
| 67 | PALAK(SPINACH) FRESH | 3000 | KG | Fresh, of fairly good green color, and free from serious damage caused by broken or bruised leaves, or by clipping. Weight:200- 300 gm per bunch. |
| 68 | PARWAL | 100 | KG | Fresh Green color, crisp, inside white/ slight yellow color. Unripe. Size: 5-8cm in length. |
| 69 | PUMPKIN | 1500 | KG | Well matured, Firm, free from crack, damage/ decay. Weight:2-3 kgs. |
| 70 | RAW PAPAYA | 100 | KG | Fresh and without any scar/ Cut on the skin. Weight: 400- 500gm |

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| 71 | RADDISH | 1000 | KG | Fresh, firm, smooth free from black rot /decay. Leaves fresh & green. No yellow discoloration. Size: 8-12 inch length. |
| 72 | SARSON SAAG | 250 | KG | Fresh, of fairly good green color, and free from serious damage caused by broken or bruised leaves, or by clipping. Weight: Per Bunch 400gm to 500gm |
| 73 | SPRING ONION | 150 | KG | Fresh, of fairly good green color, and free from serious damage caused by broken or bruised leaves, or by clipping. Weight: 400- 500gm per bunch. |
| 74 | SWEET POTATO | 100 | KG | Clean, fairly smooth, free from black rot or other decay/ wet breakdown. Weight: 100- 150 gm. |
| 75 | TINDA | 350 | KG | Fresh and without any scar , Spot on the skin. Weight: 50- 80gms. |
| 76 | TOMATO BOMBAY | 11000 | KG | Fresh, thick pulp & juicy, Not over ripe. Weight- 50- 60 gms. |
| 77 | TOMATO (Desi) | 10000 | KG | Rich in sour taste with thick pulp and juicy. Fruit appears wrinkled in shape. Not over ripe. Weight- 30-40 gms. |
| 78 | TORI | 400 | KG | Dark Green, Slight Black Lining All Over The Skin, Cylindrical In Shape, Fresh , Crisp, clean ,non-fungal,Mature and not over ripe ,free from decay. Size: 8-9 Inches length. |
| 79 | TURNIP(SULGAM) | 200 | KG | Fresh, firm, White, Sweet And Crispy. Weight: 50gm to 100gm |
| 80 | GREEN CHOLIYA (Peeled) | 100 | KG | Fresh dark color, Green chickpeas or hara chana. Dust ,pebble,rodents,clay,damaged seeds should not be present, no artificial color, No blackening & odour. |
| 81 | CARROT RED | 5000 | KG | Clean, Brightly red color, firm, and cylindrical shape. Not overripe or decay,root bruising and tip breakage,dicolored roots. Size: 6- 8 inch. |
| 82 | CARROT ORANGE | 2500 | KG | Clean, Brightly orange color, firm, and cylindrical shape. Not overripe or decay,root bruising and tip breakage,dicolored roots. Size: 5-6 inch. |
| 83 | CHAPAN KADU | 1000 | KG | Firm, not too ripe, non fungal ,free from external damage. Weight: 50- 80gms. |
| 84 | TAR KAKDI | 100 | KG | Bright green color, Fresh, Crisp, Not too mature or ripe, free from insects and rodents. Size: 8- 10 inches long. |
| 85 | DRUM STICK | 50 | KG | Dark green color, Hard & Firm. Free from insect / rodents. Size: 30- 36cms. |
| 86 | POTATO PAHADI | 2000 | KG | whole,firm, and free from pest and insects,no visible shoot visible. Weight: 80- 120gms. |

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| 87 | POTATO NORMAL | 10000 | KG | whole,firm, and free from pest and insects,visible shoots,not too big or small. Weight: 80- 120gms. |
| 88 | ONIAN (NASIK) | 15000 | KG | Firm,compact and free insects and pests,dry ,pappery,dried and intact with bulb. Weight: 80- 120gms. |
| 89 | ONIAN (LOCAL) | 10000 | KG | Dry and cleaned, Whole,firm, free from - damage,pests,moisture,free from visible shoot growth. Weight: 80- 100gms. |
| 90 | GREEN SALAD PATTI (Lettuce) | 20 | KG | Light color green, fresh, Clean, fresh, of fairly good green color, and free from serious damage caused by broken or bruised leaves, or by clipping. Size: 15 cm length. |
| 91 | BABY CORN | 300 | KG | No defect in color,texture and colour. Free from damage caused by pests, free from moisture,fresh appearance,whole. Size: 3- 4 inches. |
| 92 | BROCCOLLI | 450 | KG | Light to dark green,free from pests ,wide and compact, no artificial color. Weight: 250- 300gms. |
| 93 | BUTTON MUSHROOM | 2000 | KG | white in color, Free from fungal and browning ,free from bruising, blackening. Similar size in whole package. Weight: 250 gm packet |
| 94 | CELERY | 10 | KG | Free from lumps,free from bruises and discoloration ,free from rodent contamination. Size: 10- 12 inches. |
| 95 | CHERRY TOMATO | 20 | KG | Fresh, shiny, whole, free from clay,bruises , and not too mature. Weight: 100gm per box/ package. |
| 96 | ICEBERG | 10 | KG | Light Green color, bright and crisp. Weight: 80- 100gm per bunch. |
| 97 | PARSLEY | 10 | KG | Dark green color, Free from the damage caused by insects,freezing,dirt, and discoloration. Weight: 50- 60gm per bunch. |
| 98 | RED CABBAGE | 20 | KG | Pinkish red color, Head must be firm & clean. Size: 150- 200gm. |
| 99 | RED CAPSICUM | 100 | KG | Uniform color,maturity,size,texture and free from rodents ,dirt,bruises and defect spots. Weight: 150- 200gm. |
| 100 | YELLOW CAPSICUM | 100 | KG | Uniform color,maturity,size,texture and free from rodents ,dirt,bruises and defect spots. Weight: 150- 200gm. |
| 101 | ZUCCHINI- gourd | 500 | KG | Fresh, Clean, Crisp, non fungal, Free from bruises. Size: 10- 12inches. |
| 102 | SEMPHALI | 100 | KG | Fairly fresh, firm, Not overmature. green edible pods. Not too raw,fresh ,free from insects and cuts. Size: 3-4 cm. |

SECTION – VI (A)

GENERAL CONDITIONS OF CONTRACT (GCC)

1. The contract will be for a period of one year commencing from the date mentioned in the contract. However, the Agreement is terminable by giving 30 days' notice in writing by SAI to the contractor.
2. The transportation loading-unloading & other charges will be inclusive in rates quoted by bidder.
3. The Technical Bids shall be opened on CPP Portal at Sports Authority of India, NS NIS, Patiala by a duly constituted Committee on the presence of such Bidders or their representatives who may desire to be present at the time of opening of bids. Outcomes of the bids will be upload on CPP Portal after finalization and submission of technical bid report by a committee.
4. It is the responsibility of Bidders to read all terms & conditions of this document carefully before filling the bid. Incomplete bid documents or bids not responsive enough to the terms and conditions are liable to be rejected.
5. The Financial Bids shall be opened at Sports Authority of India, NS NIS, Patiala and shall be evaluated on the basis of acceptance of rate as per **BoQ** attaches with Financial Bid. Any Negotiation with bidders is strictly prohibited.
6. The bid shall contain no erase or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be authenticated by the person or persons signing the bid.
7. If even after award of contract, information/facts submitted by the bidders are found misleading/incorrect/false etc., the **Executive Director (A)** NS NIS, Patiala, Sports Authority of India, reserves the right to terminate the contract.
8. 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 **Executive Director (A), Sports Authority of India** within **14** days of awarding of the contract, which would remain with SAI NS NIS, Patiala 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.
9. **However, the successful bidders will be liable to be cancellation of award of contract, if he/she does not fulfill any of the following condition:**
 - (a) The successful bidder shall have to deposit Security deposit within a period of 14 days of the receipt of the award letter. The security so deposited with Sports Authority of India, NS NIS, Patiala shall not carry any interest.
 - (b) Execution of the agreement on **Rs.300/- (Rupees Three hundred only)** on non-judicial Paper within the stipulated period on receipt of award letter.
 - (c) To undertake the work from the specified date mentioned in the award letter.
11. In case of any dispute between the successful bidder and its employee, Sports Authority of India, NS NIS, Patiala will have no responsibility and shall not be responsible for any compensation in any form to such employment to any of such employees during the currency of and/or after the expiry of this agreement.
12. The successful bidder will have to provide fresh & hygienic fruits and vegetables to Sports Authority of India, NS NIS, Patiala as per items and Rate as given in **BoQ of Financial Bid document to this Tender Document.**

13. In case the supplied items are found to be of lower quality and not of standard quality or in unhygienic conditions, the items need to be replaced immediately. In case of non-replacement of the item, the full cost of that particular lot of fruits or vegetables of that day may be forfeited as penalty. If the items are not supplied on time, SAI NS NIS, Patiala will be free to purchase the items from open market and the bill for the same will be deducted from the overall bill of the contracted vendor. Repeated fault may result in forfeiture of part or whole of security money and even termination of the contract.
14. All the Fruits and Vegetables is to be supplied as per supply order upto 9.00 am.
15. The successful bidder will ensure compliance of all the relevant provisions of the Laws / terms of contract.
16. SAI NS NIS, Patiala reserves the right to visit the existing or the past customers of the bidder to ascertain the quality of work performed by them and in case any negative report is received against the bidder, bid may be rejected. Also in case any information provided by the bidder is found to be false, his/her bid can be rejected and part or whole security may be forfeited.
17. The successful bidder will submit bill in duplicate daily along with challans separately to the **Executive Director (A)**, Sports Authority of India, NS NIS, Patiala 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 30 days from the receipt of the bill.
18. That the successful bidder shall not do anything inside or outside the premises, which may create nuisance or any cause of annoyance to the neighbour, to the Executive Director and or to the visitors and Sports person living/visiting the premises.
19. The successful bidder shall be responsible for ensuring the safety of the Sports Authority of India, NS NIS, Patiala. In case of any injury to any Sports Authority of India, NS NIS, Patiala persons or damages caused to the property of SAI NS NIS, Patiala as result of this contract activities, the successful bidder shall be solely responsible to pay compensation for such injury and/ or damages as may be required under the law. In case of any court case or challan by the police or any local authority or any other party competent to take such action, the successful bidder shall be sole responsible for defending the cases before the court of law and/or to ensure compliance with the summons / challan served in this behalf.
20. These are only proposed draft, terms & conditions and can be modified/changed or added at the time of finalization and signing the agreement.
21. **Conditional/Incomplete/offers not conforming to tender document will be rejected.**
22. Any violation of instructions / agreement or suppression of facts will attract cancellation of agreement without any reference.
23. 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.
24. 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 fulfilment of the terms of contract.
25. The Contractor will be held wholly responsible for any action taken by statutory bodies for violation /non – compilation of any such provision/rule.
26. 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.
27. **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).

28. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders:

SAI will take into account also the additional factors, if any, incorporated in tender document in the manner and to the extent indicated therein

- a) Further to Section II- A (g) Scrutiny & Evaluation of Bids above, the purchaser's evaluation of a tender will include and take into account the following:
 - i) In the case of goods manufactured in India or goods of foreign origin already located in India, Goods and Services Tax, Works Contract Tax etc. which will be contractually payable (to the bidder), on the goods and services; and
 - ii) In the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the bidder) on the goods and services.
- b) In exercise of powers conferred in section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small enterprises effective from 1st April 2012. The policy mandates that 20% of procurement of annual requirement of goods and services by all Central Ministries/Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 20% quantity.
 - i) In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L 1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than on MSE. Such MSEs would be allowed to supply up to 20% of the total tendered value. In case there are more than one such eligible MSE, the 20% supply will be shared equally. Out of 20% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.
 - ii) The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir board or national Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being on MSE, failing which their tender will be liable to be ignored.
- c) The provisions of Public Procurement (Preference to Make in India) Order 2017 issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide Letter No. P-45021/2/2017BE-II dated 15.06.2017 shall be applicable to the bidding process and award of the contract shall be done accordingly. In this connection, the minimum local content

shall be% (fill 50% in general however, the figure can be varied depending upon type of purchase with the approval of Competent Authority) and the margin of purchase preference shall be 20%. For award of contract, (3a or 3b or 3c, whichever is applicable) of the Public Procurement (Preference to Make in India) Order 2017 shall be applicable in addition to the other provisions in the bidding documents in this regard. The bidder shall have to specify whether he is a local supplier in terms of the Public Procurement (Preference to Make in India) Order 2017 or otherwise in the bid forwarding letter. In case of the bidder being a local supplier, he shall also give a certificate from statutory auditor of the company (in case bidder is a company) or from a practicing cost accountant or practicing Chartered Accountant (in case bidder is not a company) along with his bid in terms of para 9 (b) of the Public Procurement (Preference to Make in India) Order 2017.

- d) All conditions as per Department for Promotion of Industry and Internal Trade (Public Procurement Section), Ministry of Commerce and Industry, Govt. of India, ORDER No.P-45021/2/2017-PP (BE-II) dated 04.06.2020 will be applicable and shall all purposes be considered a part of the contract.
 - e) The condition of prior turnover and prior experience may be relaxed for Startups (Rule 173 (i) of GFR, 2017) (As defined by Department of Industrial Policy and Promotion) subject to meeting of quality and technical specification and making suitable provisions in the bidding document. The quality and technical parameters are not to be diluted.
31. 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.
 32. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the SAI or the Contractor may give notice to the other party of its intention to commence arbitration, as the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between SAI the Contractor relating to any matter arising out of or connected with the Contract, such dispute or difference shall be referred to the sole arbitration, appointed to be the arbitrator by the Executive Director, SAI, NS NIS, Patiala. The award of the arbitrator will be final and binding on the parties to the Contract.
 33. The venue of arbitration shall be the place from where the Contract has been issued.
 34. The Court of Judicature at Patiala will have the exclusive jurisdiction to try the disputes.
 35. The Contract shall be governed by and interpreted in accordance with laws of India for the time being in force.

Note:

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

SECTION – VI (B)

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 be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Purchaser. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. Repeat Order Clause: - The Purchaser reserves the right to 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. The Bidder is required to confirm acceptance of this clause. It will be entirely at the discretion of the Purchaser to place the repeat order.
2. Payment Terms for Indigenous Sellers -
100% payment on delivery and acceptance by the Purchaser.
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 will be taken to meet the deficiency at the expense of the contractor, under the terms of the contract. This may be affected 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, Earthquake and any other acts of God as well as War, Military operation, blockade, Acts or actions of State Authorities or any other circumstances that are beyond the parties control and 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, along with their consequences, shall be extended correspondingly.
 - (c) The party, for which it becomes impossible to meet the obligations under this contract due to Force Majeure conditions, is to notify in written form to the other party of the beginning and cessation of the above circumstances immediately, in any case not later than 10 (Ten) days from the moment of their beginning.
 - (d) Certificate of Chamber of Commerce (Commerce and Industry) or any other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
 - (e) In case of impossibility of completion or partial performance of an obligation lasting for more than 6 (six) months, either party here to 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 a Committee upon the supply of items. Purchaser reserves the right to modify the Verification Committee. The supply of fruits and vegetables should be as per the specifications given.

7. Inspection Authority: - Sports Authority of India, NS NIS, Patiala

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

- (a) The claims may be presented either: (a) on quantity of the consignment received, where the quantity does not correspond to the quantity shown in the received bill of provisions or (b) on quality of the consignment, 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, at the earliest. The quality claims shall be submitted to the Contractor.
- (d) The Contractor shall collect the defective or rejected goods from the location nominated by the Purchaser and deliver the replaced goods at the same location without encumbrances or additional costs under the Purchaser's arraignment.
- (e) The quality claims will be raised solely by the Purchaser and without any certification/countersignature by the Contractor's representative stationed in India.

9. 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 provisions to Sports Authority of India, NS NIS, Patiala after inspection of Consignee. No extra money will be paid for package, delivery charges and any other charges. Items must be supplied to the SAI NS NIS, Patiala as per delivery schedule. **The bill of provisions will be made after receipt of items.**
- (c) The contract on a stamp paper will be signed with only lowest bidder .
- (d) It is also mentioned that the requirement may decrease or increase owing to SAI operational reasons.
- (e) Items available in the market, quoted in tender, when demanded are to be invariably supplied by the contractor.
- (f) Delay in supply of scheduled time will be considered as 'not supplied' and will be purchased and supplied by this office under contractor's own expenses to meet operational requirements to avoid time delay. No further claim will be entertained in this matter.
- (g) The mode of transport used by Contractor for delivering the goods may have to be issued with a gate pass for entry in to NS NIS, Patiala.

- (h) The Tenderers should also furnish following details along with quotation, name of their bank, Account Details, branch code, MICR and NEFT, IFSC Code, Income Tax return/ PAN/SRIN No., Mode of transport, packaging details of items.
- (i) Load of cost for items **"Not Quoted"**:- The bidder is to quote for all the items mentioned in the Schedule of Requirement (SOR).
- (j) The L-1 firm, awarded the contract has to submit 3% Performance Security at the time of signing the contract.
- (k) Once quoted, rate and amount of items will not be changed till completion of the contract, decision of the tender opening committee will be final and no changes will be accepted thereafter.
- (l) Supply of Fruits and Vegetables will be affected from the date mentioned in the contract agreement.
- (m) At the time of opening the tender firm's representative may be available to avoid any controversies in future. No complaints/ grievances will be accepted in later stage.
- (n) Payment will be made monthly on receipt of original bill, which shall be handed over to SAI office by last day of the month or by first week of next month for raising of contingent bill.

**SECTION-VII-A
CONTRACT AGREEMENT**

This is in continuation to this office's Notification of Award of Contract No..... Dated.....

1. Name & address of the Supplier.....
2. Purchaser's Bidding Document No..... dated.....
and subsequent Amendment No.....
3. Supplier's Bid No..... dated..... and
subsequent communication no..... dated.....(if any) exchanged between the
supplier and the purchaser in connect ion with this Bid.
4. In addition to this Contract Form, the following documents etc, which are included in the
documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and
be read and construed as integral part of this Contract:
 - (i) General Conditions of Contract;
 - (ii) Technical Specifications;
 - (iii) Bid Form furnished by the supplier;
 - (iv) Price Schedule(s) furnished by the supplier in its Bid;
 - (v) Purchaser's Notification of Award
5. Same terms, conditions, stipulations etc. out of the above-referred documents are reproduced
below for ready reference:

**(i) Brief particulars of the goods and services which shall be supplied/ provided by
the supplier are as under:**

| Schedule No. | Brief description of goods | MRP | Discount | Terms of delivery |
|-----------------|-------------------------------|-----|----------|----------------------|
| | | | | |

Any other additional services (if applicable) and costthereof: _____

- (ii) Contract valid upto: (iii)**
- (iii) Prices:**
- (iv) Details of Performance Security:**
- (v) Warranty Period:**
- (vi) Payment terms:**

(Signature, name and address of the purchaser's authorized official) For and on
behalf of Executive. Director(A) Sports Authority of India

Received and accepted this Rate Contract

[Signature with date, name and designation]

for and on behalf of Messrs_____

[Name & address of the manufacturers](Seal of the supplier) Date: Place: __

SECTION – VII (B)
CHECKLIST

Name of Bidder:

| Sl.NO. | Activity | Yes/No/NA | Page No. in the TE Document | Remarks |
|--------|--|-----------|-----------------------------|---------|
| 1.a | Have you enclosed Bid Security Declaration | | | |
| 2. | Have you enclosed duly filled Tender Form as per format in Section IV (A)? | | | |
| 3. | Have you enclosed power of attorney in favor of signatory? | | | |
| 4. | Have you submitted Two year experience as per criteria stipulated in Section III (A) of RFP | | | |
| 5. | Have you submitted GST registration Certificate | | | |
| 6. | Have you submitted rates of all articles in the price schedule as per BoQ | | | |
| 7. | Have you enclosed photocopy of IT Return for the F. Y. 2021-22, 2022-23 & 2023-24 | | | |
| 8. | Have you submitted copy of Solvency Certificate. | | | |
| 9. | Have you intimated the name and full address of your Banker (s) along with your account Number | | | |
| 10. | Have you fully accepted payment terms as per TE document? | | | |
| 11. | Have you furnished conflict of interest certificate as per Section – IV (G) ? | | | |
| 12. | Have you submitted the certificate of incorporation? | | | |
| 13. | Have you furnished Average Annual Turnover @ Rs.60.00 Lakh. For last three years prior to the date of Tender opening duly certified by chartered accountant bearing their membership no. | | | |

| | | | | |
|-----|---|--|--|--|
| 14. | Have you submitted declaration on disclosure of code of Integrity as per Section IV (H) ? | | | |
| 15 | Have you submitted duly filled up NEFT mandate form as per Section IV(E) | | | |
| 16. | Have you submitted FSSAI License as per Food Safety and Standards Act, 2006? | | | |

N.B

- 1. The bidder may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may fill up as NA.*
- 2. It is responsibility of bidder to go through the TE document to ensure furnishing all required documents in addition to above, if any.*
- 3. All the pages of Tender documents should be page numbered and indexed*

(Signature with date)

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

