



**Basic Details**

Organisation Chain	Sports Authority of India  Head Office - SAI		
Tender Reference Number	01/307/2025-HO - ES Division		
Tender ID	2025_SAI_877725_1	Withdrawal Allowed	Yes
Tender Type	Open Tender	Form of contract	Lump-sum
Tender Category	Services	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

**Payment Instruments**

Offline	S.No	Instrument Type
	1	Demand Draft
	2	R-T-G-S
	3	FDR
	4	NEFT
	5	Bankers Cheque
	6	Bank Guarantee

**Cover Details, No. Of Covers - 2**

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	Technical Documents
2	Finance	.xls	BoQ

**Tender Fee Details, [Total Fee in ₹ \* - 0.00]**

Tender Fee in ₹	0.00		
Fee Payable To	Nil	Fee Payable At	Nil
Tender Fee Exemption Allowed	No		

**EMD Fee Details**

EMD Amount in ₹	3,00,000	EMD Exemption Allowed	Yes
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	Secretary, SAI	EMD Payable At	New Delhi

[Click to view modification history](#)

**Work /Item(s)**

Title	E-Bidding Document For Canteen and Catering Services				
Work Description	E-Bidding Document for Canteen and Catering Services				
Pre Qualification Details	As per RFP				
Independent External Monitor/Remarks	NA				
Show Tender Value in Public Domain	No				
Tender Value in ₹	1	Product Category	Miscellaneous Services	Sub category	NA
Contract Type	Tender	Bid Validity(Days)	75	Period Of Work(Days)	730
Location	New Delhi	Pincode	110003	Pre Bid Meeting Place	Online-Link mentioned in RFP
Pre Bid Meeting Address	Online	Pre Bid Meeting Date	22-Sep-2025 12:00 PM	Bid Opening Place	SAI HO
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

**Critical Dates**

<b>Publish Date</b>	16-Sep-2025 05:30 PM	<b>Bid Opening Date</b>	03-Oct-2025 02:00 PM
<b>Document Download / Sale Start Date</b>	16-Sep-2025 05:30 PM	<b>Document Download / Sale End Date</b>	02-Oct-2025 02:00 PM
<b>Clarification Start Date</b>	16-Sep-2025 06:00 PM	<b>Clarification End Date</b>	22-Sep-2025 06:00 PM
<b>Bid Submission Start Date</b>	16-Sep-2025 06:00 PM	<b>Bid Submission End Date</b>	02-Oct-2025 02:00 PM

### **Tender Documents**

NIT Document	<table><tr><th>S.No</th><th>Document Name</th><th>Description</th><th>Document Size (in KB)</th></tr><tr><td>1</td><td>Tendernotice_1.pdf</td><td>E-Bidding Document For Canteen and Catering Services</td><td>1390.87</td></tr></table>				S.No	Document Name	Description	Document Size (in KB)	1	Tendernotice_1.pdf	E-Bidding Document For Canteen and Catering Services	1390.87							
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	2	BOQ	BOQ_922617.xls	BoQ	371.00														

### **Bid Openers List**

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	himanshu.s@nic.in	Himanshu Singh	HIMANSHU SINGH
2.	kailashmeena.sai@gov.in	Kailash Chand Meena	kailash chand meena
3.	dilipkumarsinghsai@gmail.com	DILIPKUMAR SINGH	DILIP KUMAR SINGH

### **GeMARPTS Details**

<b>GeMARPTS ID</b>	Y29FNVQMTSQU
<b>Description</b>	Agency for Staff Canteen and Catering Services
<b>Report Initiated On</b>	16-Sep-2025
<b>Valid Until</b>	16-Oct-2025

### **Tender Properties**

<b>Auto Tendering Process allowed</b>	No	<b>Show Technical bid status</b>	Yes
<b>Show Finance bid status</b>	Yes	<b>Stage to disclose Bid Details in Public Domain</b>	Technical Bid Opening
<b>BoQ Comparative Chart model</b>	Normal	<b>BoQ Compartive chart decimal places</b>	2
<b>BoQ Comparative Chart Rank Type</b>	L	<b>Form Based BoQ</b>	No

### **TIA Undertaking**

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	<a href="#">PPP-MII Order 2017</a>	Agree	
2	<a href="#">MSEs Order 2012</a>	Agree	

### **Tender Inviting Authority**

<b>Name</b>	DD, GAPD
<b>Address</b>	Room No 115, First Floor, SAI Head Office, JLN Stadium, New Delhi

### **Tender Creator Details**

<b>Created By</b>	Kailash Chand Meena
<b>Designation</b>	Assistan Director
<b>Created Date</b>	16-Sep-2025 04:42 PM

**SPORTS AUTHORITY OF INDIA**

Jawaharlal Nehru Stadium Complex,  
Gate No.10, Lodhi Road, New Delhi-110003

Telephone: +91-11 -24362777

Website: <https://sportsauthorityofindia.nic.in/> & <https://eprocure.gov.in/eprocure/app>

Email: [esdivisionsai@yahoo.in](mailto:esdivisionsai@yahoo.in), [es-sai@gov.in](mailto:es-sai@gov.in)

# E-Bidding Document For Canteen & Catering Services

## INVITATION FOR ONLINE BIDS (IFB)

**Bid Ref. No.** 01/307/2025-HO - ES Division

**Date:** 16.09.2025

### CRITICAL DATE SHEET

<b>Published Date</b>	16.09.2025
<b>Bid Document Download / Sale Start Date</b>	16.09.2025
<b>Clarification Start Date</b>	16.09.2025
<b>Clarification End Date</b>	22.09.2025 till 1800 Hrs Clarification shall be sent to below mentioned email: <a href="mailto:es-sai@gov.in">es-sai@gov.in</a>
<b>Date and Time of Pre-Bid Meeting</b>	September 22 · 12:00 – 1:00pm Video call link: <a href="https://meet.google.com/pvb-bnnb-ngh">https://meet.google.com/pvb-bnnb-ngh</a>
<b>Bid Submission Start Date</b>	16.09.2025
<b>Bid Submission End Date</b>	02.10.2025
<b>Bid Opening Date</b>	03.10.2025

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## DISCLAIMER

1. The information contained in this Request for Proposal Document (hereinafter known as 'RFP Document') or subsequently provided to Bidders in documentary form by or on behalf of Sports Authority of India (SAI) (hereinafter referred to as 'Authority') or any of their representatives, employees or advisors (collectively referred to as 'Representative(s)'), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.

This RFP document is to select an agency for Running Staff Canteen on Contract Basis (hereinafter referred to as 'the Project') contains brief information about the scope of work and qualification process for the selection of Bidder. The purpose of the RFP Document is to provide the Bidders (hereinafter referred to as 'Bidder(s)' with information to assist the formulation of their proposals (hereinafter referred to as the 'Proposal(s)').

2. The Representatives/SAI shall not be held liable by any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP Document or otherwise, including the accuracy, reliability or completeness of the RFP Document and any assessment, assumption or information contained therein or deemed to form part of this RFP Document or arising in any way with qualification of Bidders for participation in the Selection Process.
3. The Authority reserves the right to change any or all terms and conditions/information set in this RFP Document by way of revision, deletion, update or supplement and annulment through issuance of appropriate addendum as the Authority may deem fit without assigning any reason thereof as and when required.
4. This RFP Document is non-transferable.
5. This RFP Document is not an agreement and is not an offer or invitation by the Representative(s) to any party other than the entities, who are qualified to submit their Proposal ("Bid"). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for SAI Representatives to consider the investment objectives, financial situation and needs of each party who reads or uses this RFP Document. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RFP Document and wherever necessary, obtain independent advice from appropriate sources.
6. SAI and/or its Representatives make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, adequacy, correctness, reliability or completeness of the RFP Document.

7. The issue of this RFP Document does not imply that the Representatives/SAI is bound to select the Bidder to enter into any contract and the Representatives/SAI reserves the right to reject all or any of the Bidders or Bids, at any stage of the Bidding Process, without assigning any reason whatsoever.
8. Each Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to analysis, preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to submission of its Bid. All such costs and expenses will remain the responsibility of the Bidder and the Authority shall not be liable in any manner whatsoever for the same and/or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection Process.
9. This RFP Document supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications. The Bidders shall bear all its costs associated with or relating to the preparation and submission of proposal pursuant to this RFP.

**PART – 1**

**BIDDING PROCEDURE.**

**SECTION-I****SPORTS AUTHORITY OF INDIA****(GA Division)****Jawaharlal Nehru Stadium Complex,  
Gate No.10, Lodhi Road, New Delhi-110003**

Telephone: +91-11- 24362777

Website: <https://sportsauthorityofindia.nic.in/> & <https://eprocure.gov.in/eprocure/app>Email: [esdivisionsai@yahoo.in](mailto:esdivisionsai@yahoo.in), [es-sai@gov.in](mailto:es-sai@gov.in) .**INVITATION FOR ONLINE BIDS (IFB)**

Sports Authority of India, for and on behalf of the Director General, Sports Authority of India, **invites Online Bids** on **Two Bid System** for running of Staff Canteen on Contract Basis.

**2. Manual bids shall not be accepted.**

Schedule No.	Brief Description of items	Amount of Bid Security (EMD) in Rs.	Cost of tender (Rs.)
1.	Running of Staff Canteen at SAI, HO Building JN Stadium, New Delhi.	3,00,000/-	Nil
<b>Payment:</b> Scanned copy of Earnest Money (Bid Security) is to be uploaded online and Hard Copy of same must be sent to the <b>DD (GAPD), Room No 115, First Floor, SAI Head Office, JLN Stadium, New Delhi</b> on or before Bid Submission Date & Time as mentioned in Critical Date Sheet.			

**CRITICAL DATE SHEET**

<b>Published Date</b>	16.09.2025
<b>Bid Document Download / Sale Start Date</b>	16.09.2025
<b>Clarification Start Date</b>	16.09.2025
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<b>Bid Submission Start Date</b>	16.09.2025
<b>Bid Submission End Date</b>	02.10.2025
<b>Bid Opening Date</b>	03.10.2025

2. Bidder may also download the Bidding Documents from the web site- [www.sportauthorityofindia.nic.in](http://www.sportauthorityofindia.nic.in) & CPP Portal of Govt. of India i.e. <http://eprocure.gov.in/eprocure/app> Bidders shall ensure that their Bids, complete in all respect 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 CPPP website: <http://eprocure.gov.in/eprocure/app> . Tenderers/Bidders are advised to follow the instructions provided in the 'Instructions to the Bidder/Tenderer 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. Bidder who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> and SAI website [www.sportauthorityofindia.nic.in](http://www.sportauthorityofindia.nic.in) **shall not tamper/modify the tender form including downloaded price bid template in any manner**. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected outrightly and Bid Security (EMD) would be forfeited and tenderer is liable to be banned from doing business with SAI.
5. Intending Bidders are advised to visit again CPPP website <https://eprocure.gov.in/eprocure/app> and SAI website [www.sportauthorityofindia.nic.in](http://www.sportauthorityofindia.nic.in) prior to closing date of submission of Bid for any corrigendum / addendum/ amendment.

**DD, GAPD**  
**For and on behalf of**  
**Director General, Sports Authority of India.**  
Email: [esdivisionsai@yahoo.in](mailto:esdivisionsai@yahoo.in), [es-sai@gov.in](mailto:es-sai@gov.in) .

# **PART-1**

## **BIDDING DOCUMENT**

## SECTION – II (A)

### INSTRUCTIONS TO BIDDERS (ITB)

#### A. PREAMBLE

#### 1. Introduction

- 1.1 The Sports Authority of India, hereinafter called “SAI” has issued this Bidding Document for providing Canteen and Catering Services at SAI, Head Office as mentioned in Section-V –“Scope of Work”, which also indicates, *interalia*, details of various types of services required at the Centre. Staff Canteen exists in the premises of JNS Complex, New Delhi
- 1.2 This Section (Section-II -“Instruction to Bidders”) provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids.
- 1.3 Before formulating the Bid and submitting the same to the SAI, the Bidder should read and examine all the terms, conditions, instructions etc. contained in the Bidding Documents.

#### 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 SAI, shall be written in the English language.

#### 3. PRE-BID MEETING

- a) A Pre-Bid conference will be held with the prospective Bidders for the purpose of holding technical & commercial discussions and providing clarifications by SAI. 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 at their own cost, attend the said conference on the date and venue notified by SAI.
- b) 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 SAI latest by 18:00 hours on the day of the pre bid conference on the email id: [esdivisionsai@yahoo.in](mailto:esdivisionsai@yahoo.in), [es-sai@gov.in](mailto:es-sai@gov.in) .
- c) SAI 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 SAI in this regard will be final.
- d) After incorporating the amendments acceptable to SAI, 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 CPP portal and website of SAI. The Bidder shall submit its Bid along with Bid documents including Addendum if any issued duly signed and stamped.
- e) Non-attendance at the Pre- Bid Conference will not be a cause for disqualification of a Bidder. However, the terms and conditions of the addendum (s) will be legally binding on all bidders irrespective of their attendance at the Pre-Bid Conference.
- f) No further suggestions for deviations/variations/ additions will be entertained after the period mentioned herein above after the Pre-Bid Conference.

## B. BIDDING DOCUMENTS

### 3. Content of Bidding Documents

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

- Section II A & B – Instructions to Bidders (ITB).
- Section III – Eligibility Criteria & Performance Statement.
- Section IV – Bidding Form.
- Section V – Scope of Work
- Section VI – Price Schedule.
- Section VII – Special Condition of Contract (SCC).
- Section VIII – General Conditions of Contract (GCC).
- Section IX – Contract Forms.

### 4. Amendments to Bidding Documents

- 4.1 At any time prior to the deadline for submission of Bids, the SAI may, for any reason deemed fit by it, modify the Bidding Documents by issuing suitable amendment(s) to it.
- 4.2 Such an amendment will be uploaded on SAI website: <http://sportsauthorityofindia.nic.in> & CPP Portal of Govt. of India <http://eprocure.gov.in/eprocure/app>.
- 4.3 The parties interested in submitting their bids or interested in participating in the said process are advised to keep themselves updated by checking the abovesaid portals for any amendments if any made by SAI, since no separate or individual communication will be made to any participant by SAI for any such amendment(s) if any made by SAI.

### 5. Clarification of Bidding Documents

A Bidder requiring any clarification or elucidation on any issue of the Bidding Documents may take up the same with the SAI. The Bidder may also seek clarification in writing in terms of the conditions & time lines provided in the present document.

## C. PREPARATION OF BIDS

### 6. Documents Comprising the Bid

- 6.1 The **Two Bid System**, i.e. “Techno – Commercial Bid” and “Price Bid” to be prepared by the Bidder shall comprise the following:

#### A) **Techno – Commercial Bid (Un priced Bid): [Upload online scanned copies in PDF format]**

- i) Scanned copy of Bid Security (EMD).
- ii) Scanned copy of Bid Submission Form as per Section – IV (A) and Power of Attorney in favour of signatory of Bidding Documents.
- iii) Scanned copy of Pan Card, Sale Tax/VAT Registration, TIN No., Service Tax No. & National Electronic Fund Transfer Form (NEFT).
- iv) Scanned copy of documents mentioned in Eligibility Criteria as per Section-III.
- v) **The price bid shall not be submitted with the technical bids. If price bid is submitted along with technical bid, it will lead to disqualification of the bidder**

#### B) **Price Bid: [Upload online in prescribed format as per Bidding Document]**

- 6.1 Price Bid duly filled up with all the details as per Section-VI.

It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing all required documents.

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

- 6.3 The authorized signatory of the Bidder must sign the Bid duly stamped at appropriate places and initial on all the remaining pages of the Bid.
- 6.4 A Bidder, who does 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.
- 6.5 All payments will be made through National Electronic Fund Transfer (NEFT)/RTGS System. Bidders are required to fill and attach the NEFT Mandate Form attached as per Section-IV (B) along with their offers, if not already executed in SAI. Notification of Award will not be issued without NEFT Mandate Form.

**Note:** All documents should be submitted in PDF format except price bid.

## **7. Bid Price.**

- 7.1 The Contract shall be for Canteen & Catering Services at SAI for all the items as specified Section-VI.
- 7.2 The Bidder shall quote single percentage rate above/below the BoQ /scheduled rates in appropriate format enclosed as part of tender document on e-tender portal of [CPPP website (eprocure.gov.in/eprocure/app)].
- 7.3 All duties, taxes, including GST, royalties and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and total bid price submitted by the Bidder.
- 7.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment

## **8. Visit to the Place & Work:**

Bidders are advised to visit and acquaint themselves with the area where such services are required and its operational requirements. The cost of such visit shall be borne by the Bidder. It shall be deemed that the bidder has undertaken a visit to the SAI, HO and is aware of its operational conditions prior to submission of bid documents.

## **9. Firm Price.**

- 9.1 The prices quoted by the Bidder shall remain firm and fixed during the period of the contract and not subject to variation on any account unless mutually agreed between contractor and SAI.
- 9.2 As regards taxes and duties, if any, chargeable on the services and legally payable in respect of the Contract, the same shall be payable by the bidder and SAI will not entertain any claim whatsoever for the same.

## **10 Documents Establishing Bidder's Eligibility.**

Pursuant to ITB Clause-6, the Bidder shall furnish, as part of its Bid, relevant details and documents establishing its Eligibility Criteria as per Section-III to perform the contract.

## **11. Bid Security**

- 11.1 The bidder shall furnish Bid Security for an amount of Rs. 3,00,000 (Rupees Three Lakh Only). The Bid Security is required to protect the Purchaser against the risk of the bidder's unwarranted conduct. Non-submission of Bid Security will be considered as major deviation and bid will not be considered.
- 11.2. In case, as per notification of Government of India, the bidder falls in the category of exemption of Bid Security, it should furnish the relevant notification along with required documents like valid Registration Certificate etc.

- 11.3. The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as along with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs.
- 11.4. The Bid Security shall be furnished in one of the following forms:
- a) Account Payee Demand Draft
  - b) Fixed Deposit Receipt
  - c) Banker's cheque / Pay Order
  - d) Bank Guarantee (including e-BG) from any of the commercial banks (as per the format at Annexure V),
  - e) NEFT transfer to "SECRETARY, SAI". Union Bank of India Account No: 108510011000101, IFSC No. UBIN0810851. (Bidder has to upload challan/proof along with Bid in CPP Portal).
  - f) Valid Insurance Surety Bonds
- 11.5. The Demand Draft, Fixed Deposit Receipt, Banker's Cheque, Insurance Surety Bonds or Bank Guarantee shall be drawn on any Commercial Bank in India, in favour of the "Secretary, Sports Authority of India", payable at New Delhi. In case of Bank Guarantee, the same is to be obtained from any commercial bank in India as per the format specified under Annexure XII (A) of the Bid Document.
- 11.6. The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. The Bid Security shall be valid for 135 days from the date of opening of the Technical Bid.
- 11.7. Earnest Money is required to protect the purchaser against the risk of the bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful bidder's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.
- 11.8. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid or is breach of any condition of the tender documents in any respect within the period of validity of its bid without prejudice to other rights of the Purchaser. Further, if successful bidder fails to furnish the required Performance Security and sign the contract / agreement within the period as specified by SAI in the Letter of Intent/ Notification of Award (NoA), its Bid Security/EMD will be forfeited.
- 11.9. Return of Bid Security/EMD: Bid security should be released to unsuccessful bidders once the contract has been signed with the winning consultant at the earliest after expiry of final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract. However, in case of two packet or two stage bidding Bid securities of unsuccessful bidders during first stage i.e. technical evaluation etc should be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc. EMD of the successful bidder should be returned after receipt of performance security as called for in the contract

## **12. Bid Validity**

- 12.1 The Bid shall remain valid for acceptance for a period of 75 days (Seventy Five days) after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected. On completion of the validity period, if the contract is not finalised, SAI reserves the right to request for extension of bid validity without changes in any terms and conditions of the RFP.
- 12.2 In exceptional cases, the Bidders may be requested by SAI to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid and they are also to extend the validity

period of the Bid Security accordingly. A Bidder, however, may not agree to extend its Bid validity without forfeiting its Bid Security.

- 13.3 In case the day up to which the Bids are to remain valid falls on or subsequently declared a holiday or closed day for SAI, the Bid validity shall automatically be extended up to the next working day.

### 13. Signing of Bid

- 13.1 The Bidders shall submit their Bids as per the instructions contained in ITB Clause 6.
- 13.2 Bid shall be typed 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 and upload in PDF format.
- 13.3 The bid shall be duly signed at the appropriate place as indicated in the Bidding Documents and all other pages of the Bid. The Bid shall not contain any erasure or overwriting. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the Bid.
- 13.4 Bidding Document seeks **on-line** quotation following **Two Bid Systems, in two parts**. First part will be known as '**Technical Bid**', and the **second part** '**Price/Financial Bid**' as specified in Clause-6 of ITB.
- 13.5 Authorized Signatory/Signing of Tender:  
Individual signing the tender or other documents connected with contract must specify the capacity in which the tender documents are signed as:
- a) A 'sole proprietor' of the concern or constituted attorney of such sole proprietor;
  - b) A partner of the firm, if it be a partnership firm, in that case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.

## D. SUBMISSION OF BIDS

### 14. Submission of Bids

Online bids have been invited and bidder should submit their bid as per instructions given for submission of On-line bids under Section II-B.

## E. BID OPENING

### 15. Opening of Bids

- 15.1 SAI will open the Bids at the specified date and time and at the specified place as indicated in the IFB in Section-I.
- 15.2 In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for SAI, the Bids will be opened at the appointed time and place on the next working day.
- 15.3 Authorized representatives of the Bidders, who have submitted Bids on time may attend the Bid opening provided they bring with them letters of authority from the corresponding Bidders acknowledgement letter of bid submission at CPPP website: <https://eprocure.gov.in/eprocure/app>.
- 15.4 Two - Bid system as mentioned in Para 6 and 13 above will be as follows. The **Technical Bids** are to be opened in the first instance, at the prescribed time and date as indicated in IFB Critical Date Sheet. During the Technical Bid opening, the Bid opening official(s) will read the salient features of the Bids like brief description of the services/ goods offered, Bid Security and any other special features of the Bids, as deemed fit by the Bid opening official(s). Thereafter, in the second stage, the Price Bids of only the Technically and commercially acceptable 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 of the goods offered etc., as deemed fit by Bid opening official(s) will be read out.

**F. SCRUTINY AND EVALUATION OF BIDS****16. Preliminary Scrutiny of Bids:**

- 16.1 SAI will examine the Bids to determine whether they are complete, whether the documents have been properly signed, stamped and whether the bids are generally in order.
- 16.2 The Bids will be evaluated based on the eligibility/evaluation criteria as mentioned in Section III- Eligibility & Evaluation Criteria.
- 16.3 A Bidder comply all criteria as defined in Clause 1 of Section III, Eligibility Criteria and must get a minimum of 70 marks (out of 100 marks) in the Technical Evaluation as per Clause 2 of Section III, Evaluation Criteria to proceed to opening of Financial/Price bid
- 16.4 Prior to the detailed evaluation of Price Bids, SAI will determine the substantial responsiveness of each Bid to the Bidding Document. For the purposes of these clauses, a substantially responsive Bidder is one, which conforms to all the terms and conditions of the Bidding Documents including Technical Specifications without material deviations.
- 16.4 Thereafter, in the second stage, the Price Bids of only those bidders shall be opened for further evaluation on a notified date, which are found technically responsive (as decided in the first stage). The prices, special discount, if any, of the services/ goods offered etc., as deemed fit by Bid opening official(s) will be read out.
- 16.5 However minor deviation and/or minor irregularity and/or minor non-conformity in the Bid, SAI may waive the same and its decision will be final.
- 16.6 If a Bid is not substantially responsive, it will be rejected by SAI.

**17. Comparison of Bids and Award Criteria.**

- 17.1 The Bids will be evaluated based on the Least Cost method and the evaluation/eligibility criteria as mentioned in Section III- Eligibility & Evaluation Criteria.
- 17.2. A Bidder complies to all criteria as defined in Clause A of Section III, Eligibility Criteria and must get a minimum of 70 marks (out of 100 marks) in the Technical Evaluation as per Clause B of Section III, Evaluation Criteria to proceed to opening of Financial/Price bid.
- 17.3. SAI will award the Contract to the Bidder whose Bid has been determined to be substantially responsive according to the bidding documents and who has offered the lowest evaluated Bid price/ offered highest discount on rate chart given in Table A under Section VI .
- 17.4 In case of Tie for L-1 bidder i.e., two or more bidders are L-1 , then the bid from the bidder with the highest Technical Score, T<sub>s</sub>, will be rated as the 'Best Bid'. If tie still prevails, then the bidder with maximum average annual turnover during the last three financial years ending 31<sup>st</sup> March 2025 will be rated as the best bid (**successful bid**)

**Note: In case audited account statement are not available for 2024-25 then the turnover for financial years 2021-22, 2022-23 & 2023-24 shall be considered for evaluation.**

- 18. SAI reserves the right to give the price preference/purchase preference as per the instructions 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.



## **G. AWARD OF CONTRACT**

### **19. Purchaser's Right to accept any Bid and to reject any or all Bids**

SAI reserves the right to accept in part or in full any Bid, or reject any or more Bid(s) without assigning any reason or to cancel the Bidding process and reject all Bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected Bidder or Bidders.

### **20. Notification of Award/Execution of Agreement**

- 20.1 SAI will notify the successful Bidder(s) in writing, by registered/speed post or by fax/email etc. that its Bid for services/ goods, which have been selected by SAI, has been accepted, indicating essential details and corresponding prices accepted.
- 20.2 The successful bidder must furnish to SAI the performance security of the required amount and execute an agreement on non-judicial stamp paper of Rs. 100/- within fourteen days from the date of issue of Notification of Award and start the work from the date of communication.
- 20.3 The Notification of Award shall constitute the conclusion of the Contract.

### **21. Non-execution of Contract by the Purchaser**

Failure of the successful Bidder in executing the agreement in terms of ITB clause above, shall make the Bidder liable for forfeiture of its bid security and, also, for further actions by SAI against it for termination of contract for default and other administrative actions as deemed fit by SAI.

### **22. Corrupt or Fraudulent Practices**

It is required by all concerned namely the Consignee/Bidders/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, 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 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) SAI reserves 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, Bid Security/Performance Security (as the case may be) deposited by the Bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment & suppression of material shall be initiated.
- (d) Without prejudice to the rights of the Authority hereinabove and the rights and remedies which SAI may have under this contract, or otherwise, if a Bidder is found by SAI to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by SAI during a period

of 2 (two) years from the date such Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be, SAI have shall absolute right to reject the bid, terminate the contract and initiate the legal or/and administrative process which shall be deemed fit and proper at the appropriate stage and time against the said bidder.

## **SECTION-II**

### **(B) Instructions for Online Bid Submission**

1. The Bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and 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> .

#### **2. 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.

#### **3. SEARCHING FOR TENDER DOCUMENTS**

- (i). There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. 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.

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

- (i). Bidder should take into account corrigendum/amendment/modification published on the tender document before submitting their bids.
- (ii). Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that 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.

## 5. 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 indicate 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) Bidder should prepare the Bid Security as per the instruction specified in the tender document. The original should be **posted/couriered/given** in person to the concerned official latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
- (v) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission on the bids by the bidders, opening of bids etc. The Bidders should follow this time during bid submission.
- (vi) 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 opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (vii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (viii) 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.
- (ix) 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.

## 6. ASSISTANCE TO BIDDERS

- (i) Any query 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 contact person indicated in the tender.
- (ii) Any query relating to the process of online bid submission or query relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The Contact number for the helpdesk is 1800 3072 2232.

## SECTION–III

## ELIGIBILITY CRITERIA &amp; EVALUATION CRITERIA

## A. ELIGIBILITY CRITERIA

S. No.	ELIGIBILITY CRITERIA
1	<p>The bidder should be a legal entity registered under the relevant statute for the at least last 3 years as on the bid submission date.</p> <p><b>Document To Be Submitted:</b> Copy of 'Certificate of Incorporation' or Registration Certificate duly attested by authorized signatory needs to be submitted</p>
2	<p>The bidder must have at least three years' experience (ending on the bid submission date) of providing canteen/mess services to Central/State Government/ PSUs /Autonomous Bodies/ Public Listed Company.</p> <p><b>Document To Be Submitted:</b> Copy of 'Work Order' along with Services rendered with list of such Central/State/ PSUs/ with duration of service, <b>duly attested by authorized signatory needs to be submitted</b></p>
3	<p>The bidder must have successfully executed/completed canteen/mess Services, over the last three years ending on the bid submission date to any Central / State Govt Organization / PSU /Autonomous Bodies/ Public Listed Company.: -</p> <ol style="list-style-type: none"> <li>1. Three similar completed services costing not less than the amount equal to <b>Rs. 60 Lakhs</b>; OR</li> <li>2. Two similar completed services costing not less than the amount equal to <b>Rs. 75 Lakhs</b>; OR</li> <li>3. One similar completed service costing not less than the amount equal to <b>Rs. 120 Lakhs</b>.</li> </ol> <p><b>Document To Be Submitted:</b> Copy of 'Work Order' along with and relevant Completion Certificate mentioning contract period and value OR any other supporting document for proof of execution (like release of payment by purchaser towards invoice etc.) must be submitted in support of the above.</p>
4.	<p>Bidder should have average annual turnover of minimum <b>Rs. 45 Lakhs from canteen/catering services</b> during the last three years, ending 31st March 2025.</p> <p><b>Document To Be Submitted:</b> Certificate of Chartered Accountant showing annual turnover for the last three financial years ending 31st March 2025.</p> <p><b>Note: In case audited account statement are not available for 2024-25 then the turnover for financial years 2021-22, 2022-23 &amp; 2023-24 shall be considered for evaluation.</b></p>
5.	<p>Bidder should have valid Registration with Food Safety and Standards Authority of India (FSSAI).</p> <p><b>Document To Be Submitted:</b> Copy of 'Certificate' duly attested by authorized signatory needs to be submitted</p>
6.	<p>The bidder should have valid registration with ESI.</p> <p><b>Document To Be Submitted:</b> Copy of 'Registration Certificate' duly attested by authorized signatory needs to be submitted</p>
7.	<p>The bidder should have registration for Employee Provident Fund.</p> <p><b>Document To Be Submitted:</b> Copy of 'Registration Certificate' duly attested by authorized signatory needs to be submitted</p>

8.	<p>The bidder should have a PAN card.</p> <p><b>Document To Be Submitted:</b> Copy of 'Registration Certificate' duly attested by authorized signatory needs to be submitted</p>
9.	<p>Bidder should have valid GST Registration Number.</p> <p><b>Document To Be Submitted:</b> Copy of 'Registration Certificate' duly attested by authorized signatory needs to be submitted</p>
10	<p>The bidder should not stand banned or blacklisted by any government organization / Govt. financial institution / Court / PSU / Central Government / State Government as on the Bid Due Date.</p> <p><b>Document To Be Submitted:</b> Undertaking signed by the authorized signatory that the Bidder does not stand banned or blacklisted by any government organization / Govt. financial institution / Court / PSU / Central Government / State Government as on the Bid Due Date. Whereas anything found contrary to the undertaking will attract rejection of the bid as well as forfeiture of the security amount as the same shall be considered as misrepresentation.</p>
11	<p>DECLARATION As per GFR Clause 144 (xi) added vide DoE order dated 23.07.2020: Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. All terms as mentioned in the Department of Expenditure order dated 23.07.2020 will be applicable.</p> <p><b>Document To Be Submitted:</b> Declaration as per New GFR Clause, 144 (xi) 'I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered</p>
12	<p>Bidder should be Class I Local Supplier or Class II Local Supplier will be eligible to bid in this IFB. (As per 3 (b) of DPIIT order dated 16.09.2020).</p> <p>Class I Local Supplier means a supplier or service provider whose goods, services or works offered has local content equal to or more than 50%</p> <p>&amp;</p> <p>Class II Local Supplier means a supplier or service provider whose goods, services or works offered has local content more than 20% but less than 50%.</p> <p>As per 9 (a) of the above order, bidders are required to submit a declaration indicating percentage of local content and provide self-certification that the item offered meets the local content requirement for Class I/II local supplier as the case may be.</p> <p><b>Document To Be Submitted:</b> bidders are required to submit a declaration indicating percentage of local content and provide self-certification that the item offered meets the local content requirement for Class I/II local supplier as the case may be.</p>
13	<p>FIT and Proper Person</p> <p><b>Document To Be Submitted:</b> Bidder should be Fit and Proper person as per the criteria defined in this RFP document and submit Bid Submission Form</p>
14	<p>2 copies of Integrity Pact in original to be submitted as per <b>Section (IX-E)</b> on notarized stamp paper of Rs 100 as part of technical bid submission as well as in hard copy which may be submitted to below address before the bid opening date-</p> <p>Room No. 115, 1st Floor, SAI HQ Equipment Support Division, Sports Authority of India Jawaharlal Nehru Stadium Complex, Gate No.10, Lodhi Road, New Delhi-110003</p> <p><b>NOTE: The bid submitted without Integrity Pact (as part of technical bid as well as in hard copy) shall be summarily rejected.</b></p>

	Document To Be Submitted: Annexure-III
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**Note:-**

- 1) **MSMEs (under relevant category) and verified Start-ups (under relevant field) will be given exemption only for EMD/BID Security, upon submission of the relevant notification(s) along with required documents**
- 2) The bidder shall furnish self-attested copies of the required documents as mentioned above and also furnish the supporting documents as asked for in Para 4 of ITB in Section-II. In support of Para 2 above, the Bidders shall furnish Performance Statement in the format as per Section III(C)
- 3) **Conditions for Fit and Proper Person:** For the purpose of determining whether a Bidder is a 'Fit and Proper Person', SAI may take the indicative criteria mentioned below:
  - a. Financial integrity of the Bidder.
  - b. Ability of the Bidder to undertake all obligations set out under this RFP.
  - c. Absence of convictions or civil liabilities against the Bidder.
  - d. Absence of any previous debarment of the Bidder, in accordance with the General Financial Rules, 2017, provided such debarment is still existing.
  - e. Absence of any disqualification as specified below:
    - Conviction of the Bidder or any of its respective directors, partners, executives, or key managerial personnel by any judicial body for any offence involving moral turpitude, economic offence, securities laws or fraud or any offence under the Prevention of Corruption Act, 1988 or the Indian Penal Code, or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
    - Admission of an application for winding up or liquidation under the Insolvency and Bankruptcy Code, 2016 (IBC) or any Applicable Laws against the Bidder or any of its or their respective directors and partners.
    - Any action or proceeding being initiated under the Insolvency and Bankruptcy Laws under the Applicable Law, including but not limited to declaration of Insolvency or Bankruptcy, disqualification or de-recognition by any professional body being initiated against the Bidder.
    - Current or previous banning of the Bidder or its respective directors, partners, executives, or key managerial personnel by the governing body of any sport from involvement in the administration of or any form of participation in such sport, for any reason.
    - Default by The Bidder or any of its or their respective directors, partners, executives, or key managerial personnel of any of its obligations to a financial institution or has defaulted on any of its obligations to a financial institution in the last 3 (three) financial years.
    - The Bidder should not have been barred by the Central Government, any State Government, a statutory authority, or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal.

**B. EVALUATION CRITERIA**

The technical Bid of each eligible Bidder shall be evaluated in accordance with the following methodology:

S. NO.	CRITERIA	MAX. MARKS	DOCUMENT/EVIDENCE REQUIRED
1	Existence of the Company/Firm in the field of catering/canteen service, as on bid submission date <ul style="list-style-type: none"> <li>3 years to 5 years: 12 marks</li> <li>More than 5 year and up to 10 years: 20 marks</li> <li>More than 10 years: 25 marks</li> </ul>	25	Copy of work order along with Copy of Certificate of Incorporation/ registration
2	Experience in running the canteen services in any Central/State Government Department/PSU office for a minimum period of 1 year in last 5 years as on bid submission date- <b>10 Marks per project, subject to maximum of 30 Marks</b>  Note: Ongoing projects will be considered provided 1 year has been completed in the contract and upon submission of the satisfactory performance from the purchaser/client	30	Copy of work order along satisfactory performance from client/ CA certificate for payment proof for past year
3	Minimum average annual turnover during the last three financial years ending on 31 <sup>st</sup> March 2025 from canteen/catering services of value as mentioned below- <ul style="list-style-type: none"> <li>Rs 45 lakhs to less than Rs 1 Cr- 8Marks</li> <li>Rs 1 crore to less than Rs. 2 Crore- 15 Marks</li> <li>Rs. 2 Crore and above- 20 marks</li> </ul>	20	Certificate of Chartered Accountant showing annual turnover for the last three financial years ending 31 <sup>st</sup> March 2025 as per format in Section IX-D of RFP <b>Note: In case audited account statement are not available for 2024-25 then the turnover for financial years 2021-22, 2022-23 &amp; 2023-24 shall be considered for evaluation.</b>
4	Valid ISO/ Other Certifications of the firm including that of Health & Safety standards etc.	10	Copy of Certificates
5	Nos of Employee on roles of the bidder with proof of ESI/PF:  <30 nos.: 10 Marks 30-50 nos.: 12 Marks More than 50: 15 Marks	15	List of employees on roles of the bidder with Requisite supporting Documents like PF/ ESI/ etc.,
		<b>100</b>	
<b>QUALIFYING MARKS</b>			<b>70</b>

**Note: Financial Bid of technically eligible bidders scoring 70 or more marks (out of 100) will only be opened.**



**C. PROFORMA FOR PERFORMANCE STATEMENT**

(For a period of last three years)

Bid Reference No. : \_\_\_\_\_  
 Date of opening : \_\_\_\_\_  
 Name and address of the Bidder : \_\_\_\_\_

Contract placed by (full address of Employer)	Contract number and date	Contract placed on	Description of ordered services	Value of Services (Per Annum)	Period of Contract	Whether the services have been performed as per Contract provisions. Deviation if, any may be indicated.
1	2	3	4	5	6	7

**(Signature of the Bidder)**

Name, Address and seal of the Bidder: \_\_\_\_\_

**Note:**

- SAI reserves the right to ask the Bidder to furnish copy of contract for services in respect of above.

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

Date\_\_\_\_\_

To

Secretary,  
Sports Authority of India  
JNS Complex, New Delhi

Sub: Selection of Agency for Providing Canteen and Catering Services at SAI, Head Office, New Delhi

Ref.: Your Bidding Document No. \_\_\_\_\_ dated \_\_\_\_\_

Dear Sir,

1. With reference to the RFP dated \_\_\_\_\_ for the above captioned project, and clarification issued by SAI, New Delhi thereof, I/We \_\_\_\_\_, having examined all relevant documents and understood their contents, hereby submit our Proposal for Selection of Agency for Providing Canteen and Catering Services at SAI, Head Office, New Delhi' as per terms mentioned in this RFP.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of this RFP and for associating with SAI for the aforesaid Project.
4. I/We shall make available to SAI, any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the SAI, to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We agree to keep our Bid valid for acceptance for 75 days (Seventy Five 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. I/ We, acknowledge and agree that SAI shall be entitled to forfeit the performance security without our protest and demur in case of any breach of terms and conditions of RFP/Agreement by us.
7. I/We certify that in the last three years, we or any of our Authorized Representatives have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
8. I/we understand that SAI may cancel the Selection Process at any time and that SAI is neither bound to accept any Proposal that SAI may receive nor to select the Bidder without incurring any liability to the Bidders.
9. The undersigned is authorized to sign the documents being submitted through this RFP. (A copy of Power of Attorney/Board Resolution is enclosed)
10. The information provided herewith is true and correct to our best knowledge. If any discrepancies are found in the information provided or if the information provided is not correct, our firm would be fully responsible for that. We understand in such cases our bids are liable to be rejected.
11. I/we certify that we fulfil the "Fit and Proper Person" criteria as mentioned in this RFP document.

12. I declare that:

- a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by SAI.
- b. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with SAI or any other public sector enterprise or any government, Central or State; and
- c. I/We hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

13. It is certified that the Bidder is not directly related to any employee of Sports Authority of India/ Ministry of Youth Affairs and Sports. A person is deemed to be a relative of another if, and only, if

- a. They are members of a Hindu undivided family; or
- b. They are husband and wife; or
- c. The one is not legally related to the other Sister (including stepsister).

14. Further, I/we agree to offer following Discount on the MRPs of the following items as fixed by SAI (Table B of Section VI).

S.No	Name of Item	Quantity/ Unit	Rate all inclusive (in Rs.)	% Discount on MRP (in %)
39	Branded Biscuit	Per Packet	On MRP	<b>5% (Fixed by SAI)</b>
40	Cold Drinks	Per Bottle	On MRP	
41	Mineral Water Bottle (100 ml, 200ml, 250ml, 500ml, 1l)	Per Bottle	On MRP	
42	Water Bottle (20l)	Per Jar	On MRP	
43	Branded Juice	Per Bottle	On MRP	
44	Other Packed items (Milk powder, Sugar cube, Tea Packets, Tea bags etc.)	Per packet	On MRP	

15. Further, I/we agree to the following Handling Charges as fixed by SAI (Table C of Section VI)..

S. No.	Name of Item	Handling Charges (in %)
45	Handling charges in %age (over and above the price charged) - For Special food (Lunch/dinner) outsourced	<b>5% (Fixed by SAI)</b>

(Signature of the Bidder)

Name, Address and seal of the Bidder: \_\_\_\_\_

**SECTION IV****(B) POWER OF ATTORNEY****(Note- Board resolution in case of company)**

Know all men by these presents, we,.....(Name of Firm and Address of the Registered Office) do hereby constitute, nominate, appoint and authorise Mr. /Ms.....Son/Daughter/Wife 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 "Authorized Representative") 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 proposal for Engagement with SAI including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-proposal and other conferences and providing information/ responses to SAI, representing us in all matters before SAI, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with SAI, in all matters in connection with or relating to or arising out of our Proposal for said Project and/or upon award thereof to us till the entering into of the Agreement with SAI.

AND we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative 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 Authorised Representative 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 PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... , 2025.

For .....

(Signature, name, designation, and address)

Witnesses:

1.

2.

Notarized Accepted

.....

(Signature, name, designation, and address of the Attorney)

Notes:

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of INR 100 (Hundred) and duly notarized by a notary public.*

**SECTION – IV**  
**(C) NEFT MANDATE FORM**

From: M/s.

Date:

To

Secretary  
Sports Authority of India  
JNS Complex, New Delhi

Sub: **NEFT PAYMENTS**

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 MANDATE FORM**

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

(Signature of the Bidder)

Name, Address and seal of the Bidder: \_\_\_\_\_

Confirmed by Bank

Enclosed a copy of Cancelled Cheque

# **PART-2**

## **SCOPE OF WORK**

## SECTION - V

### Scope of Work

- a) The Contractor is required to supply Tea, Coffee, Lunch and Snacks etc. to nearly 300 employees of the SAI and NDTL on personal payment on requirement basis. In addition to the regular employees, the canteen will also cater to the need of authorised Visitors/Guests who visit SAI as well as NDTL office for official work. Tea/Coffee/Snacks/Cold Drinks/Lunch/Buffets etc. shall also be supplied for meetings or other purposes.
- b) **Handling charges in %age (over and above the price charged)-For Special food (Lunch/dinner- outsourced)**

**SECTION-VI****PRICE SCHEDULE (To be submitted in Online Mode only under financial bid Section)****Submission of Financial Bid as a part of Technical Bid will lead to rejection of BID**

To

Secretary,  
Sports Authority of India  
JNS Complex, New Delhi

Ref.: Your Bidding Document No. \_\_\_\_\_ dated \_\_\_\_\_

Dear Sir,

This is certified that I/we have visited and studied the actual site and its operational requirements and have understood all clauses of the Bid Document.

We hereby quote the discount on following rates for Canteen & Catering Services for Sports Authority of India, New Delhi for the Scope of Services as mentioned below in accordance with Special conditions of Contract as per Section-VI and General Conditions of Contract as per Section-VIII of the Bidding Documents, as under:

**A. Table A: To be quoted by the bidder (only in BoQ). Submission of Discount as a part of Technical bid**

Sl. No.	Item Description	Quantity	Units	Estimated Per unit Rate including GST in Rs. P	Per Unit rate including GST in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1	<b>Canteen and Catering Services</b>					
1.01	Bread & Butter (2 slices with 25 gms butter) without grilled	1.000	per plate	20.00	<b>20.00</b>	INR Twenty Only
1.02	Sweets (Burfi/Gulab Jamun) 60 gms	1.000	per piece	15.00	<b>15.00</b>	INR Fifteen Only
1.03	Snacks-Samosa/Bread Pakora standard size	1.000	per piece	10.00	<b>10.00</b>	INR Ten Only
1.04	Omelette -one egg with bread (2 pcs)	1.000	per plate	25.00	<b>25.00</b>	INR Twenty Five Only
1.05	Normal High Tea (On table/Buffer) (Roasted Kaju, Kaju fried, Almonds, Kaju Katli, Paneer Pakora, Biscuits, Wafers, Tea/Coffee, Mineral Water, Cold Drink)	1.000	per plate	280.00	<b>280.00</b>	INR Two Hundred & Eighty Only
1.06	Executive High Tea- Buffets (Roasted Kaju, Roasted Badam, kaju katli/Burfi, Paneer pakora, Paneer Kabab/Paneer Cutlet, Dhokla/Fried Idli, Cookies Biscuits, Wafers, Muffins, Tea/Coffee, Gulab Jamun, Chamcham / Cold drink Chenamurgi, Mineral Water)	1.000	per plate	650.00	<b>650.00</b>	INR Six Hundred & Fifty Only
1.07	Normal Dal 250 ml	1.000	per plate	20.00	<b>20.00</b>	INR Twenty Only
1.08	Normal Sabzi 250 ml- (Seasonal Veg)	1.000	per plate	20.00	<b>20.00</b>	INR Twenty Only



1.09	Paneer pakora 50 gms	1.000	per piece	15.00	<b>15.00</b>	INR Fifteen Only
1.1	Nashta (Puri-4, Sabzi-1)	1.000	per plate	25.00	<b>25.00</b>	INR Twenty Five Only
1.11	Pakora mix/Aloo-bonda- 100gms	1.000	per plate	40.00	<b>40.00</b>	INR Forty Only
1.12	Egg Curry- Two eggs	1.000	per plate	30.00	<b>30.00</b>	INR Thirty Only
1.13	Staff lunch (Thali)- Dal, Seasonal Veg, Chapati- (04) Rice & Salad	1.000	per thali	50.00	<b>50.00</b>	INR Fifty Only
1.14	Staff lunch (Special Thali)- Shahi Panner/Paneer Do Pyaza / Palakpaneer, Malaikofta, Seasonal Veg, Masala Chaap/Dal Makhani, Plain rice/ Roti/ Parantha /Plain Naan (02), Green Salad, Pickle, Raita, Sweet	1.000	per person	110.00	<b>110.00</b>	INR One Hundred & Ten Only
1.15	Normal Buffet lunch-(Veg.)- Fruit Juice, Soup, Shahi Panner/Paneer Do Pyaza / Palak Paneer, Malai kofta, Seasonal veg/Bhindi do pyaza/ Achari Gobhi, Achari Chaap/Masala Chaap/Malai Chaap/Stuffed Chaap, Dalmakhani, Dahibhalla, Pulao/Plain rice, Channa Masala, Muttor Mushroom, Naan/Roti/Parantha/Missi Roti/Aloo naan/Plain Naan/Paneer Naan, sweet, ice cream, Green Salad, Pickle, Papad, Pineapple raita, Tea/coffee/cold drink, Mineral Water	1.000	per person	480.00	<b>480.00</b>	INR Four Hundred & Eighty Only
1.16	Executive Buffet lunch-(Veg.)- Fruit Juice, Soup, Shahi Panner/Paneer do pyaza/Palak paneer, Malai kofta, Seasonal veg/Bhindi do pyaza/Barwabaigan,Palakkofta/Masala Chaap/Malai Chaap/Stuffed Chaap, Dal makhani, Dahi bhalla, pulao/plain rice, Channa Masala, Muttor Mushroom, Naan/Roti/Parantha/Missi/Aloo Naan/ Plain Nann/Panner Naan, One item Millet, Sweet, Ice cream, Green Salad, Papad, Pineapple Raita, Tea/Coffee/Cold drink, Mineral Water	1.000	per person	580.00	<b>580.00</b>	INR Five Hundred & Eighty Only
1.17	Normal Buffet lunch (Non- Veg) Fruit Juice, Soup, Shahipaneer /Paneer Do Pyaza, Malaikofta, Seasonal Veg/Bhindi Do Pyaza /Acharigobhi, Chicken curry/Mutton Curry, Dal Makhani, Dahibhalla, Plain rice, Naan/Roti/Parantha, sweet, Ice cream, Green Salad, Pickle, Pineapple Raita, papad, Tea	1.000	per person	650.00	<b>650.00</b>	INR Six Hundred & Fifty Only
1.18	Executive Buffet lunch- (Non- Veg)- Fruit Juice, Soup, Shahipaneer/Paneer Do Pyaza, Malaikofta, Seasonal Veg/Bhindi Do Pyaza / Acharigobhi, Chicken, Mutton/Fish Fry, Dal Makhani, Dahibhalla, Briyani, Naan/Roti/Parantha, Sweet, Ice cream, Green Salad, Pickle, Pineapple Raita, papad, Tea	1.000	per person	850.00	<b>850.00</b>	INR Eight Hundred & Fifty Only

1.19	Coffee Cup 150ml/Cold Coffee	1.000	per cup	20.00	<b>20.00</b>	INR Twenty Only
1.2	Cold Coffee 150 ml	1.000	per cup	40.00	<b>40.00</b>	INR Forty Only
1.21	Ordinary Tea Cup 150 ML	1.000	per cup	8.00	<b>8.00</b>	INR Eight Only
1.22	Tea Bag (150 ml)	1.000	per cup	12.00	<b>12.00</b>	INR Twenty Only
1.23	Sandwich Veg	1.000	per piece	15.00	<b>15.00</b>	INR Twenty Only
1.24	Sambar Vada/idli (2 piece Idli/Vada with Sambar & Chutny)	1.000	per plate	20.00	<b>20.00</b>	INR Twenty Only
1.25	Chhole Bhature (two piece each wgt.Min. 40 gms) with Channa Masala	1.000	per plate	25.00	<b>25.00</b>	INR Twenty Five Only
1.26	Pav Bhaji (2 piece of pav with bhaji)	1.000	per plate	25.00	<b>25.00</b>	INR Twenty Five Only
1.27	Dhokla 100 gms	1.000	per plate	25.00	<b>25.00</b>	INR Twenty Five Only
1.28	Paneer Patties	1.000	per piece	20.00	<b>20.00</b>	INR Twenty Only
1.29	Aloo Patties	1.000	per piece	15.00	<b>15.00</b>	INR Fifteen Only
1.3	Veg. soup, 150 ML/Corn soup, 150 ML/Tomato soup, 150 ML	1.000	per serve	30.00	<b>30.00</b>	INR Thirty Only
1.31	Vegetable Pasta	1.000	per plate	30.00	<b>30.00</b>	INR Thirty Only
1.32	Upma	1.000	per plate	30.00	<b>30.00</b>	INR Thirty Only
1.33	Stuffed Chole kulche (2kulches served with Chole and salad)	1.000	per plate	30.00	<b>30.00</b>	INR Thirty Only
1.34	Besan ka chilla with chutney	1.000	per plate	25.00	<b>25.00</b>	INR Twenty Five Only
1.35	Chilli panner- Dry and Gravy	1.000	per plate	30.00	<b>30.00</b>	INR Thirty Only
1.36	Chilli Potato	1.000	per plate	20.00	<b>20.00</b>	INR Twenty Only
1.37	Veg Noodles/ Chowmein (Half Plate)	1.000	Nos	25.00	<b>25.00</b>	INR Twenty Five Only
1.38	Tea Table service	1.000	per serve	20.00	<b>20.00</b>	INR Twenty Only
<b>Total in Figures</b>					<b>4335.00</b>	INR Four Thousand Three Hundred & Thirty Five Only
<b>Quoted Discount Rate in Figures (To be filled in the BoQ only)</b>			<b>Select</b>	<b>To be filled in financial Bid i.e., in BoQ only</b>	<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Words</b>	<b>INR Zero Only</b>					

**Table B (Discount fixed by SAI)**

Further, we agree to offer following Discount on the MRPs of the following items as fixed by SAI.

S.No	Name of Item	Quantity/ Unit	Rate all inclusive (in Rs.)	% Discount on MRP (in %)
39	Branded Biscuit	Per Packet	On MRP	<b>5% (Fixed by SAI)</b>
40	Cold Drinks	Per Bottle	On MRP	
41	Mineral Water Bottle (100 ml, 200ml, 250ml, 500ml, 1l)	Per Bottle	On MRP	
42	Water Bottle (20l)	Per Jar	On MRP	
43	Branded Juice	Per Bottle	On MRP	
44	Other Packed items (Milk powder, Sugar cube, Tea Packets, Tea bags etc.)	Per packet	On MRP	

**Table C (Handling Charge fixed by SAI)**

Further, we agree to the following Handling Charges as fixed by SAI.

S. No.	Name of Item	Handling Charges (in %)
45	Handling charges in %age (over and above the price charged) - For Special food (Lunch/dinner) outsourced	<b>5% (Fixed by SAI)</b>

**Note:**

- A. For other items, if any, (enclose separate price list with signature and seal). However, while comparing the rates, only the originally listed items shall be taken into consideration for price comparison.
- B. Monthly License Fee of Rs.1,000/- shall be submitted by the successful bidder.
- C. Rates quoted are inclusive of GST and all taxes /duties and levies.
- D. **Bidder has to Quote Discount on the rate chart in Table A only.** Discount for items in Table B and Handling Charge for items in Table C has been fixed by SAI.

**(Signature of the Tenderer with seal)**

**Date :**

## SECTION - VII

### **Special Conditions of Contract**

The Special Conditions of Contract for Providing Canteen & Catering Services at SAI, Head Office as per Scope of Services indicated in Section-V are as under:

#### **Special Conditions of Contract:**

1. That the licensee shall equip himself with all necessary permits, license and other permissions as may be required under the law any time with regard to running of the staff canteen.
2. Free Electricity connection will be provided for Fridge, Heater/Tube-lighters/Oven/Microwave etc. and not for cooling purpose.
3. The contractor has to bring his own kitchen equipment's, crockery and cutlery utensils and other items required for preparing and serving of food. All the items should be of good and standard quality and same are subject to checking by SAI. Plastic items for serving canteen items will not be allowed.
4. That in the event of any loss occasioned to the SAI, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the SAI, the said loss can be claimed from the contractor up to the value of the loss. The decision of the SAI, in this regard will be final and binding on the contractor.
5. In case any such structure (s) is/are required to be put by the Contractor for promotion of his business, the contractor shall submit a detailed plan for approval of the SAI. No addition/alteration or structural changes would be allowed to be put up without the written prior approval of the SAI
6. The contractor will be responsible for cleanliness of dining hall and Kitchen area. Utensils etc. will be washed /cleaned with hot water and good cleaning powder/detergent. Washing of utensils etc. including dishwashing shall not be permitted at any place other than the space provided for this purpose in the Kitchen.
7. Only such item of foods and beverages etc. will be prepared as provided in menu and any additional items which have not been prohibited by Ministry of Health, SAI or any other Govt. Agency. For additional items, the rates will be mutually decided between SAI and contractor.
8. (a) The food supplied should be wholesome, hygienic and nutritious and prepared in refined oil of reputed brand The SAI reserves the right to take the assistance of any institution /agency /expert for guidance in this regard and advice of Officer I/c will be binding on the contractor.  
 (b) Vegetables used should be fresh and good quality. Items like Aji-no-moto, Baking Soda, Colouring items etc. are banned and they should not be used.  
 (c) SAI reserves the right to get the food items to be served tested from a Government Lab at any time. If the test fails the contractor is to be proceeded and the cost of test will be borne by the contractor and in case the test passes, the cost of the test will be borne by SAI.  
 (d) In case food items fails in test a show cause notice shall be served to the contractor seeking explanation for serving bad quality of food items and a penalty of Rs. 5,000/- shall be imposed in each occasion. In case of any such instance occurs again in future, SAI reserves the right to cancel the contract at a short notice of 07 days.

9. That the contractor shall maintain environmental hygiene and proper sanitation of the premises during all working hours. The contractor shall be bound to comply with all the provisions of the prevention of Food and Adulteration Act as applicable and such other Central and local laws and rules and regulations existing therein or enacted or may be introduced subsequently from time to time.
10. That the contractor shall use dustbins for the refuse and the Kitchen waste. The contractor shall arrange for removal of the garbage, the kitchen waste or any other type of refuse or waste material every day at his own expenses and under his own arrangements. If kitchen waste /garbage is found dumped at prohibited placed, in shafts etc, minimum fine of Rs. 500/- shall be levied on each occasion along with removal charges by SAI.
11. That the Contractor or his employees shall not to do anything in or outside the premises which may create nuisance or any annoyance to the SAI and or to the visitors and Sportspersons visiting the premises.
12. That the contractor shall not display any neon signboard or advertisement board etc.
13. That the overall control and supervision of the premises shall remain and vested in the SAI who through its authorised representative will have the right to inspect the whole or part of the premises as and when considered necessary with respect to its bona-fide use and in connection with fulfilment of other terms and conditions of contract.
14. The premises leased to contractor shall not be utilised for any other or different purposes than set out, and any other form of commercial or trading use of the premises shall constitute a breach of this contract besides rendering the contractor liable to pay additional charges for the unauthorised commercial use as may be determined by Director General, SAI in his sole discretion.
15. The contractor is required to abide by all relevant Acts of Govt. like Minimum Wages Act, Contract Labour Act (Contract Labour (Regulation & Abolition Act, 1970) and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time, for his employees and shall be fully responsible for any violation thereof.
16. Every employee of the contractor shall wear uniform and a badge displaying his/her name, while on duty. The said uniform and badge shall be provided by the contractor at his own cost.
17. The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.
18. The SAI does not recognize any employee/employer relationship with any of the employees of the contractor and shall not be under any obligation for providing employment to any of the worker of the contractor. A certificate to this effect from all employees shall be submitted by the contractor.
19. In case any complaint is received attributable to misconduct/mis-behaviour of contractor's staff, SAI may direct the contractor; to have any person removed who is considered to be undesirable or otherwise.
20. The Contractor should get medical check-up of his deployed staff periodically to ensure that they do not suffer from contagious diseases and are fit to discharge their assigned duties. A certificate in this regard shall be submitted by the contractor at the

- time of start of the agreement and thereafter on half yearly basis, from a Registered Medical Practitioner i.e. (minimum MBBS Doctor).
21. All liabilities arising out of accident or death of any employee of the Contractor while on duty shall be borne by the contractor and SAI will not be hold responsible or liable for any such unforeseen event if any take place at any point of time.
  22. The contractor shall be responsible to maintain all property and equipment of the SAI, entrusted to him. Any damage or loss caused by contractor's persons to the SAI, in whatever shape would be recovered from the contractor.
  23. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel or information sought under RTI Act 2005, in respect of contractor's personnel/agency, the same shall be directly borne by the contractor including all expenses/fines.
  24. That any complaints made against the contractor by any employee or person concerned/related to SAI shall be dealt with seriously. (i) Any complaint with regard to anything mentioned herein and insects cooked along with food or found in any food items. (ii) Soft objects like rope, soft plastic, cloth etc. in food and (iii) Stones/pebbles found in food items shall attract penalty as indicated herein.
  25. That further if any loss/harm/injury takes place to any employee/person concerned/related to SAI, then the contractor will be liable to indemnify/make good to such monetary loss/injury if any is caused to SAI or its employee/person concerned with SAI.
  26. Repeated non- observation/discrepancies in fulfilment of contractual obligations may result into termination of contract at one month notice.
  27. **Penalty for Default.**
    - a) If during inspection/complaint regarding quality of food and Contractor's service is found not to be satisfactory, SAI, have the right to claim by way of penalty an amount of Rs.500/- on 1<sup>st</sup> default, @ Rs.1000/- on 2<sup>nd</sup> default and thereafter @ Rs.2000/- for every such occasion during the month in fulfilment of contractual obligations. Repeated discrepancies in Quality of food and contractors' services in subsequent months may result into termination of contract at one month notice.
    - b) That any decision in regard to any complaints made to the concerned authorities of SAI by anyone shall be final.
  28. On the expiry of the period of Contract, the contractor shall become an unauthorised occupant of the said public premises under section 4 of the Public Premises. (Eviction of unauthorised occupants) Act-1971 and the contractor shall be liable to be proceeded under the provisions of the said Act besides the jurisdiction of the Estate Officer as appointed by Ministry of Youth Affairs and Sports or SAI
  29. That the SAI reserves the right to change the location of the premises at any time and may at its discretion call upon the Licensee to vacate the site and may give him an alternative premises for the purpose of this license. In such a case, the Licensee shall be bound to vacate the premises immediately and accept the said alternate premises. The entire expenditure on such shifting shall be borne by him and the licensee shall not be entitled to claim any compensation or revision in the license fee on that score.
  30. The contractor has to provide the services of serving the snacks/tea/coffee/meals in the canteen and at offices located in the building for a period of 10 hours from 09:00

AM to 07:00 PM on all the week days due to operational requirement. The timing of opening of Canteen is 08:00 AM and closing at 08:00 PM positively. Night stay at Staff Canteen is not allowed.

- 31 The successful tenderer must necessarily operate the contract for a minimum of 50% of the total period of the contract, failing which; the licensee may be debarred from participating in any commercial Tenders of SAI, for minimum period of two years. Thereafter, contractor can terminate the contract by giving 30 days' notice.
- 32 The Licence can be terminated by the SAI by giving 30 days' notice in writing without assigning any reason thereto:
  - a. Immediately in case the Bidder/Service Provider is in direct breach of contractual terms and conditions and in the performance of its contractual obligations.
  - b. In the event services of the Bidder are not satisfactory or up to the mark.
  - c. If the Bidder/Service Provider becomes insolvent or goes into liquidation or receivership, whether compulsory or voluntary, and which has substantial bearing on providing services under the Service Agreement.
  - d. If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings
  - e. If the Service Provider is determined to have engaged in corrupt or fraudulent practices in competing for or in executing the Service Agreement.
  - f. If the Service Provider submits to SAI a false statement which has a material effect on the rights, obligations, or interests of SAI.
  - g. Any other reason as deemed fit by SAI
33. The contractor will not be allowed to use hard coal/wood any electric appliances for cooking purposes.
34. The Licensee shall obtain proper Fire Insurance coverage including theft and burglary in respect of all the movable and immovable assets of the party stored or used in the licensed premises and SAI shall not be responsible for any LOSS or DAMAGE caused to the items procured by licensee on any account whatsoever.
35. The successful bidder shall intimate the names of the persons employed by him or going to be employed, who are near relatives of SAI employees if any.
36. That the Licensee shall operate the subject facility by charging the rate form users, as may be approved by the SAI in advance. Licensee shall exhibit the said approved rates at a conspicuous place inside the licensed premises and will charges the rates not more than MRP for branded items.
37. Where any portion of special conditions of contract is repugnant to or at variance with any provisions of the general conditions of contract then unless a different intention appears the provisions of the special condition of contract shall be deemed to override the provisions of the General conditions of contract only to the extent such repugnance/ variations in the special conditions of contract as are not possible of being reconciled with the provisions of general conditions of contract.
38. That SAI shall not be liable for any non-payment by any individual user for the services taken by the user from the contractor and the contractor has to deal with the same on their own. That contractor shall not claim any such amount accumulated due to non-payment by any individual user from SAI at any point of time.
39. The bidder should deploy a minimum of 10 resources for effectively managing the day-to-day services. Further, the bidder is free to engage more than 10 resources at their discretion.

# **PART-3**

# **CONTRACT**



## SECTION - VIII

### GENERAL CONDITIONS OF CONTRACT (GCC)

#### 1. Application

The General Conditions of Contract and Special Conditions of Contract incorporated in Section-VIII, Scope of Services under Section V and Special Condition of Contract as per Section –VII of this document shall be applicable to the Contract.

#### 2 Performance Security

2.1 In order to ensure the due performance of the awarded contract, the Service Provider/Successful Bidder shall, within 14 (Fourteen) days of entering into the Service Agreement with SAI, furnish an irrevocable bank guarantee (Annexure XII) for an amount of Rs. **4,50,000/- (Rupees Four Lakh Fifty Thousand only)** ("Performance Security") failing which an amount of INR 4,500 penalty per day of the contracted amount will be levied on the Bidder. Penalty is for specified period not exceeding further seven days and in case failure continues, the contract may be terminated by SAI and the bidder will be debarred from bidding for SAI /SAI RFPs in future for a period of at least two years.

2.2. The Performance Security in the form of Bank Guarantee or other valid formats like Fixed Deposit/Demand Draft/ Valid Insurance Surety Bonds/ NEFT Transfer shall be drawn from any Commercial Bank drawn in the favour of below account details, payable at New Delhi and is to be deposited in the office at Room No....., 1st Floor, SAI HQ, Sports Authority of India (SAI) Gate No 10, JN Stadium New Delhi 110003 and/or intimated to the office through mail.

SECRETARY, SAI,  
Union Bank of India Account No: 108510011000101,  
IFSC No. UBIN0810851.

2.3. The Performance Security shall be valid for a period of 60 (Sixty) days from the date of expiry of all contractual obligations. The Performance Guarantee shall be revalidated and replenished immediately upon invocation by SAI. It may require revalidation from time to time as the case may be.

2.4. All incidental charges whatsoever such as premium and commission with respect to the Performance Security shall be borne by the Service Provider. No interest will be payable on the Performance Security by SAI.

2.5. In the event of any failure/any breach or violation on the part of the Service Provider, which is not cured within reasonable time from receiving a written notice of such failure from SAI, to comply with the requirements of the scope of work specified in this RFP, shall constitute sufficient grounds and entitlement for the enforcement of the Performance Security by SAI

#### 3. Scope of work

The Services to be provided by the Contractor under this contract shall conform to the requirements and responsibilities under scope of services mentioned in Section V of this document.

#### 4. Inspection and Quality Certification

The Inspection and monitoring of Canteen & Catering Services will be carried-out regularly and randomly by Authorised Officer of SAI who will issue Quality Certification on monthly basis certifying the Quality of Services provided by the Contractor during a particular month.

#### 5. Prices

The prices quoted by the Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account unless mutually agreed between contractor and SAI.

**6. Taxes & Duties**

The Contractor shall be entirely responsible for payment of all/any type of taxes, etc. to any authority against this contract

**7. Terms of Payment and Mode of Payment**

- 7.1 Payment against the contracted services will be made on monthly basis, on submission of bills, within 30 days from the date of receipt along-with relevant documents, based on actual consumption duly certified by concerned Officers of SAI subject to recoveries/damages, if any.
- 7.2 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and any other tax as applicable will be made from the bills payable to the Contractor at the rates as notified from time to time.
- 7.3 If as a result of post payment audit, any over payment is detected in respect of any bill of contractor under the contract the same shall be recovered by SAI from the contractor.

**8. Termination for default**

SAI, without prejudice to any other contractual rights and remedies available to it may by written notice of default sent to the Contractor, terminate the contract in whole or in part, if the Contractor fails to perform any or all of the services or fails to perform any other obligation(s) of the contract.

**9. Period of Contract**

Unless otherwise instructed by the SAI, the Contractor shall continue to perform the contract for a period of twenty-four (24) months from the date of commencement of subject services. The contract can be extended by mutual consent up to a maximum period of 12 months at the same rates and terms & conditions based on performance.

**10. Termination for insolvency**

If the contractor becomes bankrupt or otherwise insolvent, the SAI reserves the right to terminate the contract at any time, by serving written notice to the Contractor without any compensation, whatsoever, to the Contractor, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and /or will accrue thereafter to the SAI.

**11. Resolution of disputes**

- 11.1 All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by mutual discussions. SAI and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 11.2 If the parties fail to resolve their dispute or difference by such mutual consultations, 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 hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India as amended from time to time and as per the prevailing laws of Arbitration in India. The award of the Arbitrator will be final and binding on the parties to the Contract.
- 11.3 Venue of Arbitration: The venue of arbitration shall be the place from where the Contract has been issued i.e. New Delhi.

**12. Jurisdiction**

The courts at New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this contract between the parties.

**13. Applicable Law**

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

**14. FORCE MAJEURE**

**14.1** For purposes of this Clause, "Force Majeure" means an event beyond the control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts done in sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, pandemics quarantine restrictions lockdowns and freight embargoes. The Successful Bidder shall not be liable for imposition of any such sanction so long the delay and/or failure of the Successful Bidder in fulfilling its obligations under the contract is the result of an event of Force Majeure.

14.2 If a Force Majeure situation arises, the Successful Bidder shall promptly notify SAI, New Delhi in writing of such conditions and the cause thereof within 7 (seven) days of occurrence of such event. Unless otherwise directed by SAI, New Delhi in writing, the Successful Bidder shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

14.3 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 (sixty) days, SAI may at its option terminate the contract without any financial repercussion on either side.

14.4 In case due to a Force Majeure event SAI, New Delhi is unable to fulfil its contractual commitment and responsibility, SAI, New Delhi will notify the Successful Bidder accordingly and subsequent actions taken on similar lines described in above sub-paragraphs

15. All bidders shall have to sign the integrity pact with the procuring entity as per the format at Annexure-IX-E. Duly signed copies in duplicate shall be submitted. Bids without a signed Integrity pact shall be rejected.

The Name and contact details of Independent External Monitor is as below:

1. Sh. Janak Digal,  
Plot No. 1B/2, Sector-I1, CDA,  
Markat Nagar, Cuttack,  
Odisha - 753015  
M. No. 09971116084  
Email :janakdigal85@gmail.com

2. Sh. P Mallikharjuna Rao, IFOS(Retd)  
72, Prashasan Nagar,  
JubileeHills, Hyderabad  
M. No – 9440576170  
Email: pmk Rao72@gmail.com

**SECTION – IX****(A) CONTRACT AGREEMENT**

Contract No. \_\_\_\_\_

Dated \_\_\_\_\_

**This is in continuation to this office's Notification of Award No. \_\_\_\_\_ dated \_\_\_\_\_**

1. Name & address of the Insurance Service Provider \_\_\_\_\_
2. SAI's Bidding Document No. \_\_\_\_\_ dated \_\_\_\_\_ and subsequent Amendment No. \_\_\_\_\_, dated \_\_\_\_\_ (if any), issued by SAI.
3. Insurance Provider's Bid No. \_\_\_\_\_ dated \_\_\_\_\_ and subsequent communication(s) No. \_\_\_\_\_ dated \_\_\_\_\_ (if any), exchanged between the contractor and SAI in connection 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:
  1. General Conditions of Contract;
  2. Price Schedule(s) furnished by the supplier in its Bid;
  3. SAI's Notification of Award
5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

**(i) Brief particulars of the goods which shall be provided are as under:**

Schedule No.	Brief description of services	Accounting unit	Unit Price	Total price

Any other additional services (if applicable) and cost thereof: \_\_\_\_\_

Total value (in figure) \_\_\_\_\_ (In words) \_\_\_\_\_

**(ii) Details of Performance Security:**

\_\_\_\_\_  
**(Signature, name and address  
 of the SAI's authorised official)**  
**For and on behalf of Director General  
 Sports Authority of India**

Received and accepted this Contract

\_\_\_\_\_

[Signature with date, name and designation]

for and on behalf of Messrs \_\_\_\_\_

[Name &amp; address of the Bidder

\_\_\_\_\_

(Seal of the Contractor/Service Provider)

Date: \_\_\_\_\_

Place: \_\_\_\_\_

## SECTION – IX

## (B) BANK GUARANTEE FORM FOR BID SECURITY

Whereas \_\_\_\_\_ (hereinafter called the "Bidder") has submitted its quotation dated \_\_\_\_\_ for the contract of \_\_\_\_\_ (hereinafter called the "Bid") against the SAI's Bid Reference No. \_\_\_\_\_ Know all persons by these presents that we \_\_\_\_\_ of \_\_\_\_\_ (Hereinafter called the "Bank") having our registered office at \_\_\_\_\_ are bound unto Sports Authority of India (hereinafter called SAI) in the sum of \_\_\_\_\_ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. The conditions of this obligation are:

(1) If the Bidder withdraws or amends, breaches the terms and conditions of the tender document, impairs or derogates from the Bid in any respect within the period of validity of this Bid.

(2) If the Bidder having been notified of the acceptance of his Bid by SAI during the period of its validity: -

- a. Fails or refuses to furnish the performance security for the due Performance of the contract.

OR

- b. Fails or refuses to accept/execute the Contract.

We undertake to pay SAI up to the above amount upon receipt of its first written demand, without SAI having to substantiate its demand, provided that in its demand SAI will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty-five days after the period of Bid validity of \_\_\_\_\_ days i.e., for \_\_\_\_\_ days (\_\_\_\_\_ days + 45 days) from the date of Bid Opening and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
(Signature of the authorised officer of the Bank)

\_\_\_\_\_  
Name and designation of the officer

\_\_\_\_\_  
Seal, name & address of the Bank and address of the Branch

## SECTION – IX

## (C) BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To,

Secretary, SAI  
 Sports Authority of India (Head office),  
 Jawaharlal Nehru Stadium, Gate no. 10  
 Lodhi Road, Delhi, India.  
 New Delhi-110003

WHEREAS \_\_\_\_\_ (Name and Address of the contractor) (Hereinafter called "the contractor") has undertaken, in pursuance of contract no \_\_\_\_\_ dated \_\_\_\_\_ for (description of services) (herein after called "the contract"). AND WHEREAS it has been stipulated by you in the said contract that the contractor shall furnish you with a bank guarantee from a scheduled nationalised commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the contractor such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, up to a total of. \_\_\_\_\_ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to -----days beyond the date of expiry of contract period as per RFP.

(Signature with date of the authorized officer of the Bank)

.....  
 .....

Name and designation of the officer

.....

## SECTION – IX

## (D) ANNUAL TURNOVER

S. NO.	FINANCIAL YEAR	ANNUAL TURNOVER (INR)	ANNUAL TURNOVER FROM CANTEEN/ CATERING SERVICES (INR)
1.	2022-23		
2.	2023-24		
3.	2024-25		

**Note:** In case audited account statement are not available for 2024-25 then the turnover for financial years 2021-22, 2022-23 & 2023-24 shall be considered for evaluation.

**Certificate from the Statutory Auditor**

This is to certify that the average turnover of the bidder from in the last three years **from canteen/catering services** is Rs. \_\_\_\_\_.

(In words)

**Name of the audit firm:**

**Seal of the audit firm**

**Date:**

(Signature, name and designation of the authorized signatory)

Note:

- In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant (CA) that ordinarily audits the annual accounts of the Bidder.

## SECTION – IX

## (E) INTEGRITY PACT

(Format of Integrity Pact)  
PRE-CONTRACT INTEGRITY PACT

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

And

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

WHEREAS the Buyer proposes to procure \_\_\_\_\_ (Name of the work/ goods/ services) and the Bidder/Seller is willing to offer against NIT No\_\_\_\_\_, aforesaid proposal of the buyer.

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

NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

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

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

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

**1.0 Commitments of the buyer**

- 1.1 The Buyer undertakes that no official of the buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all the Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.
- 1.3 All the officials of the buyer will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

- 2.0 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the buyer with full and verifiable facts and the same is prima facie found to be correct by the buyer, necessary



disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the buyer the proceedings under the contract would not be stalled.

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

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

- 3.1 The Bidder(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation/completion of the contract.
- 3.2 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3 The Bidder(s) shall disclose the name and address of agents and representatives, and Indian Bidder(s) shall disclose their foreign principals or associates.
- 3.4 The Bidder(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The Bidder(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

- 3.11 The Bidder(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the Buyer, or alternatively, if any relative of an officer of the buyer has financial interest/stake in the Bidder(s) firm, the same shall be disclosed by the Bidder at the time of filling of tender.

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

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

#### **4.0 Previous Transgression**

- 4.1 The Bidder(s) declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect on any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the tender process.
- 4.2 The bidder agrees that if I make incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5.0 Earnest Money (Security Deposit)**

- 5.1 While submitting commercial bid, the bidder shall deposit an amount ..... (to be specified in RFP) as Earnest Money/Security Deposit, with the Buyer through any of the following instruments:
- i. Bank Draft or Pay Order in Favour of.....
  - ii. A confirmed guarantee by an Indian Nationalized bank, promising payment of guarantee sum to the buyer on demand within three working days without any demur whatsoever and without seeking any reason whatsoever. The demand for payment by the buyer shall be treated as conclusive proof of payment
  - iii. Any other mode or through any other instrument (to be specified in the RFP)
- 5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

#### **6.0 Sanctions for Violations**

- 6.1 Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf shall entitle the buyer to take all or any one of the following actions, wherever required:
- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
  - ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the buyer and the buyer shall not be required to assign any reason thereof.
  - iii. To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
  - iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
  - vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - vii. To debar the Bidder from participating in future bidding processes of the Govt. of India for a minimum period of five years, which may be further extended at the discretion of the Buyer.
  - viii. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
  - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the buyer with the Bidder, the same shall not be opened/operated.
  - x. Forfeiture of Performance Security in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The buyer will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the buyer to the effect that a breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

## **7.0 Fall Clause:**

- 7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **8.0 Independent Monitors:**

- 8.1 The Buyer has appointed Independent Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission:
- i. Sh. Janak Digal,  
Plot No. 1B/2, Sector-I1, CDA,  
Markat Nagar, Cuttack,  
Odisha - 753015  
M. No. 09971116084  
Email: janakdigal85@gmail.com
  - ii. Sh. P Mallikharjuna Rao, IFOS(Retd)  
72, Prashasan Nagar,  
JubileeHills, Hyderabad  
M. No – 9440576170  
Email: pmkrao72@gmail.com
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the authority designated by the Buyer.
- 8.6 The Bidder(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Buyer including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Subcontractor(s) with confidentiality.
- 8.7 The Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated authority of the Buyer/Secretary in the Department within 8 to 10 weeks from the date of reference or intimation to him by the Buyer/Bidder and should the occasion arise, submit proposals for correcting problematic situations.

#### 9.0 **Facilitation of Investigation**

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

#### 10.0 **Law and Place of Jurisdiction:**

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

#### 11.0 **Other Legal Actions**

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

#### 12.0 **Validity**

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

- 13.0 The Parties hereby sign this Integrity Pact as part of the contract at \_\_\_\_\_ on \_\_\_\_\_

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