



Request for Proposal for Procurement of Mess
Services for Sports Persons
of
Khelo India State Centre of Excellence, Meghalaya
under
Directorate Of Sports & Youth Affairs, Meghalaya

**Directorate Of Sports & Youth Affairs, JN Sports Complex, Polo Grounds,
Shillong – 793001 (Meghalaya)**

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PART-1

BIDDING PROCEDURE

DISCLAIMER

This RFP is being issued by Directorate Of Sports & Youth Affairs (DSYA) for procurement of Mess Services on such terms and conditions and technical specifications as set out in this RFP document.

It is hereby clarified that this RFP is not an Agreement and is not an offer or invitation by DSYA to any party hereunder. The purpose of this RFP is to provide the bidder (s) with information to assist in the formulation of their proposal submission. This RFP document does not purport to contain all the information bidders may require. This RFP document may not be appropriate for all persons and it is not possible for DSYA to consider particular needs of each bidder. Each bidder should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. DSYA and their advisor make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations or otherwise as to the accuracy, reliability or completeness of the RFP document.

DSYA in their absolute discretion, but without being under any obligation to do so, may update, amend or supplement the information in this RFP document.

SECTION I

1. Directorate Of Sports & Youth Affairs (DSYA), invites manual bids on two bid system from established and reputed Catering Service Providers for procurement of Mess Services for sports persons at Khelo India State Centre of Excellence, the brief details of which is given below:

Brief Description of work	Amount of Bid Security in Rs.
Procurement of food commodities as per specifications/Menu given in Section V. Cooking & serving of safe hygienic meals- Breakfast, Lunch, Snacks/pre-post training snacks, and dinner.Cleaning of utensils, kitchen & serving items. Cleaning of cooking;dining and auxiliary areas etc. Security of the equipment, utensils and other items in the mess. Maintenance of the equipment in the kitchen and dining areas. Deployment and supervision of required manpower for the said job.	Rs. 4,66,477/-

Scanned copy of Bid Security is to be uploaded to dsyamegh@gmail.com and Hard copy of the same must be sent to the **Directorate Of Sports & Youth Affairs, JN Sports Complex, Polo Grounds, Meghalaya, Shillong -793001** on or before Bid Submission Date & Time as mentioned in Critical Date Sheet.

SCHEDULE OF BIDDING PROCESS WITH KEY DETAILS

Date of publish of RFP	8.01.2024
Start date of downloading of document	8.01.2024
Date and time of pre bid conference*	22.01.2024 3:00 PM
Last date for submission of queries/ clarification made during the pre bid conference in writing **	23.01.2024
Bid submission start date	10.01.2024
Last Date and Time of submission of Bids	30.01.2024
Bid Validity Period	180 days
Opening of Bid	31.01.2024

* Venue of pre bid conference: Office of Directorate Of Sports & Youth Affairs, Meghalaya.

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

2. Bidder may also download the Bidding Documents from the web site- www.megsports.gov.in Bidders shall ensure that their Bids, complete in all respect are uploaded online before the closing date and time as indicated in the critical date sheet above.

3. Bids shall be submitted manually at **Directorate Of Sports & Youth Affairs, JN Sports Complex, Polo Grounds, Meghalaya, Shillong -793001**
4. Bidder who has downloaded DSYA website www.megsports.gov.in shall not tamper/modify the tender form including downloaded price bid template in any manner. In case, the same is found to be tempered/ modified in any manner, tender will out-rightly be rejected.
5. Intending bidders are advised to visit again DSYA website www.megsports.gov.in before submission of tender for any corrigendum / addendum/ amendment.

**Director Of Sports & Youth Affairs
Meghalaya, Shillong.**

SECTION II - A
INSTRUCTIONS TO BIDDERS (ITB)
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SECTION – II (A)
INSTRUCTIONS TO BIDDERS (ITB)
(a) PREAMBLE

1. Definitions and Abbreviations

- i) The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:
- ii) Definitions:
 - a. “DSYA” means the organization procuring services as incorporated in the Tender Enquiry documents.
 - b. “Tender” means bids/quotations/Tender received from a Firm/ Bidder.
 - c. “Bidder” means bidder/the individual/company or firm submitting bids/ Quotations/ Tender.
 - d. “Service provider/Contractor” means the individuals or the firm providing services as incorporated in the contract.
 - e. “Services” means the services as incorporated in the scope of work.
 - f. “Earnest Money Deposit” (EMD) means Bid Security/monetary or financial guarantee to be furnished by a bidder along with its tender.
 - g. “Contract” means the written agreement entered into between the DSYA and Service provider, together with all the documents mentioned therein and including all attachments, annexure etc., therein.
 - h. “Performance Security” means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
 - i. “Specification” means the document/standard that prescribes the requirement with which service has to conform.
 - j. “Inspection” means activities such as measuring, examining, testing, gauging one or more characteristics of service and comparing the same with the specified requirement to determine conformity.
 - k. “Day” means calendar day.
- iii) Abbreviation:
 - a. “TE Document” means Tender Enquiry Document
 - b. “NIT” means Notice Inviting Tenders
 - c. “ITB” means Instruction to Tenders
 - d. “GCC” means General Conditions of Contract
 - e. “BG” means Bank Guarantee
 - f. “DSYA” means Directorate Of Sports & Youth Affairs
 - g. “EMD” means Earnest Money Deposit
 - h. “RFP” means Request for Proposal
 - i. “IFB” means Invitation for Bid
 - j. “NEFT” means National Electronic Fund Transfer
 - k. “LoA” means Letter of Award
 - l. “FSSAI” means Food Safety Standards Authority of India
 - m. “FSS” means Food Safety Standards

2. Introduction

- i) This bid document is for procurement of services as mentioned in **Section –V “Scope of Work”**.
- ii) This Section (**Section II**) provides relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by DSYA for receipt and opening of bids as well as scrutiny and evaluation of bids and subsequent placement of contract.
- iii) Before formulating the bid and submitting the same to the DSYA, the bidder should read and examine all the terms and conditions, instructions, specifications etc. contained in the bid document. Failure to provide and/or comply with the required information, instructions etc. incorporated in this bid document, may result in rejection of the bid.

3. Language of Bid

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

4. Tendering Expenses

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

5. PRE BID MEETING

5.1 A Pre-Bid meeting will be held with the prospective Bidders for the purpose of holding technical & commercial discussions and providing clarifications by DSYA. In the Pre-Bid meeting, clarifications pertaining to technical, commercial and other issues regarding the services stipulated in the RFP which may be required by the prospective bidders will be provided. The prospective bidders should on their own cost, attend the said meeting on the date and venue.

5.2 Details of proposed/suggested variations/ deviations/ additions from the Bid specification/conditions, if any, should be clearly indicated while sending queries before Pre-Bid meeting. Any verbal suggestion/ proposal of variations/ deviations/ additions in the RFP document made during the Pre Bid meeting should also be given in writing to the Tender Inviting Authority latest by 17:00 hours on next working day of the pre bid meeting.

5.3 The Tender Inviting Authority may clarify on variations/ deviations, alternative proposals, which ensure equal or higher quality/ performance to the Technical Specifications during Pre-Bid meeting. However, the decision of the Tender Inviting Authority in this regard will be final.

5.4 After incorporation of the amendments acceptable to the Tender Inviting Authority, 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 website of DSYA.

5.5 Non-attendance at the Pre- Bid meeting 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 meeting.

5.6 No further suggestions for deviations/variations/ additions will be entertained after the Pre-Bid meeting.

5.7 Prospective Bidders may visit the Campus with prior approval.

6. Local Conditions

It is imperative that each bidder is registered as a Catering Service / Caterer under the Government of Meghalaya.

- i. In the case of Non-Tribal Contractor - they shall also need to possess a valid Trading License issued from the concerned Autonomous District Council of Meghalaya.

The bidder is also to fully acquaint themselves with all the local conditions and factors, which would have any effect on the performance/completion of the contract in all respects. Bidders would themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time. On such matters, the Tender Inviting Authority shall not entertain any request from the bidders.

a. BIDDING DOCUMENTS

7. Content of Bidding Documents

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

Section II (A)	Instructions to Bidders (ITB)
Section II (B)	Instructions for Online Submission of Bids.
Section III	Qualification Criteria, Performance Statement & Evaluation Criteria
Section IV	Bidding Forms
Section V	Scope of Work
Section VI	General Conditions of Contract
Section VII	Contract Forms

8. Amendment(s) to Bid Document

- i) At any time prior to the deadline for submission of bid, the DSYA may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid document by issuing suitable amendment(s) to it.
- ii) Such an amendment to the bid document will be uploaded on DSYA website: www.megsports.gov.in only.
- iii) Prospective bidders are advised in their own interest to visit website of Directorate Of Sports & Youth Affairs (DSYA) only for any amendment etc. before submitting their bids.
- iv) In order to afford prospective bidders reasonable time to take into account the amendments in preparing their bids, DSYA may, at its discretion, suitably extend the deadline for submission of bids.

9. Modifications/withdrawal of bids

- (i) The bidder, after submitting the bid, is permitted to submit alterations/modifications to the bid, so long such alterations/ modifications are received duly sealed and marked like original bid, up-to the date and time of submission of bid. Any amendment/modification submitted after the prescribed date and time of receipt of bids is not to be considered.
- (ii) The bidder may modify or withdraw his bid after submission, provided that a written notice of the modification or withdrawal is received by the DSYA prior to the deadline prescribed for submission of bids.

10. Clarification of Bid Document

- (i) A prospective bidder requiring any clarification or elucidation on any issue in respect of the bid document may take up the same with the DSYA in writing vide E-mail. Any clarification sought by the prospective bidder in respect of this RFP shall be addressed in writing by email latest by the date mentioned in the critical date sheet.
- (ii) Any clarification issued by DSYA in response to query(ies) raised by the prospective bidders shall form an integral part of bid document and it may amount to an amendment of the relevant clause(s) of the bid document.

11. Bid format

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

a. PREPARATION OF BIDS

12. Documents constituting the bid

The bid prepared by the Bidder shall comprise the following components.

- a) The bid document should be properly indexed, signed and numbered.
- b) Eligibility Criteria Documents, Technical Bid and Financial Bid submitted, shall also be properly indexed, signed and numbered.

The Bids not conforming to the requirements as stated shall be summarily rejected. DSYA's decision in this regard shall be final, conclusive and binding on all the Bidder(s) and shall not be questioned /challenged by the Bidder(s).

The two bid system, i.e. "Technical Bid" and "Financial Bid" prepared by the bidder shall comprise of the following:-

13. Technical Bid:

Please note that no price schedule should be indicated in the Technical Bid and shall only be quoted in the Financial Bid.

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

- (i) Bid Security: Bid Security is to be furnished in accordance with clause 1 of **Section I** of RFP and bid submission as per per-forma at **Section IV (A)**. Alternatively, documentary evidence for claiming exemption, if any, from payment of Earnest Money;
- (ii) Power of Attorney
- (iii) Self-attested Identity proof, address proof, Pan Card and a recent passport size colored photograph of authorized representative;
- (iv) Name of the company/firm/entity of the bidder, including details of promoters/partners with official and residential addresses and telephone numbers; with year of Establishment;
- (v) Attested copy of deed of partnership, if the bidder is a partnership concern; Certificate of Incorporation in case of company/Any document proving ownership of proprietary firm;
- (vi) Documents mentioned in the qualification criteria as per **Section III (A)**;
- (vii) "Performance Statement" as per per-forma in **Section III-B** along with relevant copies of orders and end users' satisfactory certificate;
- (viii) National Electronic Fund Transfer (NEFT Form) as per **Section IV- (E)** for payment in Indian Rupee;
- (ix) Certificate of Chartered Accountant showing annual turnover for the last three financial years (2020-21, 2021-22 and 2022-23).
- (x) Income Tax returns filed for the last three financial years (2020-21, 2021-22 and 2022-23);
- (xi) A copy of valid Catering Service License/ Caterer License issued by the Government of Meghalaya, copy of Valid Trading License, in the case of Non-Tribal tenderer, issued from the concerned Autonomous District Council of Meghalaya.

- (xii) Registration Number:
 (I) Goods & Service Tax Registration No:
 (II) PAN Number of the firm:
 (III) PF Registration No:
 (IV) ESIC Registration No:
 (V) Registration under Contract Labour (Regulation and Abolition) Act, 1970. (**Please provide relevant document**)

- (xiii) Educational & technical qualification and experience of staff to be deployed for the work; An undertaking by the bidder confirming availability of manpower of requisite technical & educational qualification & experience along with copies of testimonials may be furnished;

Requirement of DSYA is as under:

S. No.	Manpower	Qualification/Experience
1.	Head Cook/Supervisor	Graduate in catering or Diploma in Catering with 3years experience
2.	Store Clerk	Graduate or 12 th pass with 2 years experience
3.	Cook	Matric with 3 years experience
4.	Bearer/Washer/Cleaner	Non-matriculate,unskilled with 1 year experience

- (xiv) Declaration on letter head of the bidder(s) that it has never been involved in any illegal activity or financial frauds;

- (xv) Declaration on letter head of the bidder(s) that its contract was not terminated by any of its clients due to unsatisfactory performance, nor it refused to continue the catering service after the contract was awarded during the last three years;

Note-1: The Successful bidder shall furnish license from the appropriate authority under FSSA Act, 2006 as early as possible but not later than 15(fifteen) days, extendable by another 15 days from the date of receipt of letter of award, failing which DSYA reserves the right to terminate the contract with forfeiture of bid security.

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

3: The bidders shall execute necessary instrument and documents required by DSYA in relation to the bidding documents and shall adhere to all notification/amendments as may be issued by the DSYA from time to time. All costs (including taxes, stamp duties and registration charges if any shall be borne by the bidders)

4: The Technical bid shall not include any financial information. Such a bid shall be summarily rejected.

5: It may be noted that tenders not accompanied by any one of the above documents or satisfactory explanation thereof are liable for rejection forthwith.

6: DSYA reserves the right to verify/evaluate the claims made by the bidder independently. Any deliberate misrepresentation will entail rejection of the offer ab-initio.

14. Financial Bid:

- (i) The Bidder shall quote service charges in the price schedule provided under Section IV (C). All the columns shown in the price schedule should be filled up as required.
- (ii) The authorized signatory of the bidder must sign the bid, duly stamped at appropriate places with initial on all the remaining pages of the bid. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, DSYA may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages;
- (iii) No condition shall be attached to the Financial Bid. Conditional bids shall be summarily rejected;
- (iv) It is the responsibility of Bidder to go through the Bidding Document before offering rates as per price schedule;
- (v) All pages of the Bid should be page numbered and indexed;
- (vi) All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/ RTGS System. Bidders are required to fill and attach the NEFT Mandate Form attached as per Section-IV (E) along with their offers, if not already executed in DSYA. Letter of Award will not be issued without NEFT Mandate Form.

15. Firm Price

- (i) The service charges quoted by the Bidder and also the diet money, overhead charges, if any shall remain firm and fixed during the currency of the contract.
- (ii) Any other tax(es) (except GST), if applicable in respect of this contract shall be payable by the bidder and DSYA will not entertain any claim whatsoever in respect of the same. However, in respect of GST, the same will be claimed by the service provider in its bill to DSYA and DSYA will pay in terms of extant rules and order of the subject. The service provider will furnish quarterly GST return to DSYA on account of payment made to GST so received from DSYA.

16. Alternative Bids are not allowed.

17. Documents establishing bidder's eligibility and qualifications

The bidder shall furnish, as part of its bid, relevant details and documents establishing its qualifications as stipulated in Section III of Tender Document to perform the contract.

18. Bid Security/Earnest Money Deposit (EMD)

- (i) The bidder shall furnish Bid Security for an amount as shown in the Clause 1 of Section I- IFB. The Bid Security is required to protect the DSYA against the risk of the bidder's unwarranted conduct as explained under sub-clause (vi) below. Non submission of Bid Security will be considered as major deviation and bid will not be considered.
- (ii) 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.

(iii) 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-PBG) from any of the commercial banks (as per the format at **Section IV-D**)
- e) Valid Insurance Surety Bonds.

(iv) The Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee shall be drawn on any Commercial Bank in India, in favour of "Directorate Of Sports & Youth Affairs, Meghalaya", payable at Directorate Of Sports & Youth Affairs, Meghalaya. In case of Bank Guarantee, the same is to be obtained from any commercial bank in India as per the format specified under **Section IV(D)** of the Bid Document.

(v) The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. The Bid Security shall be valid for 225 days from the date of opening of the Bid.

(vi) Earnest Money is required to protect the DSYA 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 DSYA. The successful bidder's earnest money will be forfeited without prejudice to other rights of DSYA if it fails to furnish the required performance security within the specified period.

(vii) Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of validity of its bid without prejudice to other rights of the DSYA. Further, if successful bidder fails to furnish the required Performance Security and sign the contract / agreement within the period as specified by DSYA in the Letter of Award (LoA), its Bid Security/EMD will be forfeited.

19. Bid Validity

(i) The bid shall remain valid for acceptance for a period of 180 days after the date of bid opening, prescribed in the bid document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.

(ii) In exceptional circumstances, DSYA may request the bidders' consent to extend the validity of their bids up to a specified period. The bidders, who agree to extend the bid validity period are to extend the same in writing. However, they will not be permitted to modify their original bids during the extended bid validity period.

(iii) In case, the day up to which the bids are to remain valid falls on a holiday or on a day declared as holiday or closed day for the DSYA, the bid validity shall automatically be extended up to the next working day.

20. Signing of bids

- (i) The bidders shall submit their bids as per the instruction contained in ITB.
- (ii) The tender shall either be typed or written in legible/ indelible ink and the same shall be signed by the bidder or by a person (s) who has been duly authorized to bind the bidder to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the bid.
- (iii) The tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, of any shall be initialed by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialed by the person(s) signing the tender.

i. SUBMISSION OF BIDS

21. Submission of bids

- (i) Bids should be submitted manually as per the instructions given under Section II (B).
- (ii) Bids must be received by the DSYA not later than the date and time prescribed in the bid document.
- (iii) DSYA, at its discretion, may extend the deadline for submission of bids by amending the bid document in accordance with clause 8 of **ITB**. In that case, all rights and obligations of the DSYA and the bidders would automatically stand extended.
- (iv) Submission of more than one bid by the same bidder shall entail him/her for disqualification from participating in the bid process.

ii. BID OPENING

22. Opening of bids

- (i) The DSYA will open the bids at the specified date, time and place as indicated in the IFB in **Section-I**. Any change in the venue / date/ time of bid opening are made, due to administrative reasons the same will be uploaded on the DSYA's website.
- (ii) In case the specified date of bid opening falls on a holiday or is subsequently declared a holiday or closed day for the DSYA, the bids will be opened at the appointed time and place on the next working day.
- (iii) 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. Letter of authority for attending the bid opening meeting should be in the format placed at **Section IV (F)**.
- (iv) Two – bid system as mentioned in Para 13 & 14 above will be as follows:-
 - a) **Technical Bids** will be opened in the first instance, at the prescribed date and time as indicated in **Section –I (IFB)**. These bids shall be scrutinized and evaluated by the DSYA with reference to parameters prescribed in the Bid Document. During the Technical bid opening, the bid opening official(s) will

read the salient features of the bids like brief description of the items offered, delivery period, Bid Security and any other special features of the bids, as deemed fit by them.

- b) **Financial Bids** of only the technically acceptable bids / offers (as decided in the first stage) shall be opened for further scrutiny and evaluation after the evaluation of the Technical Bid. The prices, special discount if any offered etc., as deemed fit by bid opening official(s) will also be read out.

iii. SCRUTINY AND EVALUATION OF BIDS

23. Basic Principle

Bids will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the bidders in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

24. Scrutiny of Tenders

- a. The DSYA will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- b. DSYA will determine the responsiveness of each Tender to the TE Document without recourse to extrinsic evidence.
- c. The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.
- d. The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;
 - i. Qualification Criteria not enclosed
 - ii. Tender is unsigned.
 - iii. Tender validity is shorter than the required period
 - iv. Required EMD (Amount, validity etc.)/exemption documents have not been provided
 - v. Bidder has not agreed to give the required performance security.
 - vi. Bidder has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
 - vii. Poor/ unsatisfactory past performance.
 - viii. Bidder has not quoted for the entire services as specified in the Scope of Work as well as in the Price Schedule.
 - ix. Bidder has not complied with the requirement of Clauses of ITB.

25. Minor infirmity/irregularity/Non-conformity

If during the preliminary examination, the DSYA find any minor infirmity and/ or irregularity and/ or non-conformity in a tender, the DSYA will convey its observation on such ‘minor’ issues to the bidder by registered / speed post etc. asking the bidder to response by a specified date. If the bidder does not reply by the specified date or gives

evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

26. Discrepancies in Prices

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

27. Qualification Criteria

Bids of the Bidders, who do not meet the required Qualification Criteria prescribed in Clause 13 of Section II A read with Section III (A), will be treated as non - responsive and will not be considered further.

28. Comparison of Bids and Award Criteria

- a. The Contract shall be awarded to the responsive Bidder(s) who meets the laid down Qualification Criteria in the Bid documents and whose quoted price is lowest. This means that award criteria will be based on the least cost, which would be total payout including all taxes, duties and levies.
- b. The DSYA reserves the right to give the price preference/ Award preference as per the instruction in vogue while evaluating, comparing and ranking the responsive Bids. The Bidders claiming the same should enclose the concerned Notification of Govt. of India along with other relevant documents so as to establish their claim for such preferences.

29. Contacting the DSYA

- a. From the time of submission of tender to the time of awarding the contract, if a BIDDER needs to contact the DSYA for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.
- b. In case a bidder attempts to influence the DSYA in the DSYA's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the DSYA.

iv. AWARD OF CONTRACT

30. The DSYA's Right to accept any tender and to reject any or all tenders

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

31. Notification of Award

- a. The bidder whose bid has been accepted will be notified of the award by the DSYA prior to the expiry of the bid validity period.
- b. Before expiry of the bid validity period, the DSYA will notify the successful bidder in writing, by e-mail / speed post that its bid for items, which have been selected by the DSYA, also briefly indicating there-in, that the essential details like description and prices have been accepted. The successful bidder must furnish to the DSYA the required Performance Security within 15 days from the date of dispatch of this notification, failing which the Bid Security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided under GCC Clause D-04 under **Section VI**.
- c. The Letter of Award (LoA) will state the sum that the DSYA will pay to the successful bidder in consideration of the services to be provided by him.
- d. The details of award of work and name of the successful bidder shall be mentioned in the notice board/bulletin/website of DSYA.
- e. Notification of Work Completion Certificate shall constitute the conclusion of the Contract.

32. Issue of Contract

- a. Promptly after notification of award, the DSYA will mail the Contract Agreement as per **Section VII (A)**, duly completed and signed, in duplicate, to the successful bidder by registered / speed post.
- b. The successful bidder shall return the original copy of the contract, duly signed and dated, to the DSYA by registered/ speed post within 15 days from the date of issue of the contract.
- c. The DSYA reserve the right to issue the Letter of Award consignee wise.

33. Variation of quantities at the time of award

During execution of the contract, the DSYA reserves the right to increase or decrease, the quantity of items/service mentioned in the "Price Schedule/Scope of Work" as per actual requirement without any change in the unit price and other terms & conditions quoted in the bid by the bidder.

34. Annulment of Award

Failure of the successful bidder to comply with the requirement of signing an agreement with the DSYA and furnishing Performance Security as per clause D-04 of **Section VI** shall constitute sufficient ground for annulment of the award and forfeiture of bid security.

35. Termination of Contract

The DSYA reserves the right to terminate the contract if:-

- (i) The quality of the food is below standard or unhealthy or unhygienic.
- (ii) In case of unsatisfactory performance/any dispute whatsoever/Labour dispute/emergency condition; the contract can be cancelled at the sole discretion of DSYA.
- (iii) Without prejudice to sub-clause (i) & (ii) above, Competent Authority of DSYA reserves the right to cancel the contract for any other reasons as deemed fit.
- (iv) Before termination of contract, DSYA will notify the service bidder giving a notice of 30 days, however immediate notice would be served in the event of breach of any of the terms of the Contract.

36. Disqualification

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

37. Non-receipt of Performance Security and Contract by the DSYA

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

38. Corrupt or fraudulent practices

- a. It is required by all concerned namely the Service provider/DSYA to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the DSYA:
 - i. 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;
 - ii. Will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by the DSYA if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or in executing the contract
 - iii. The DSYA reserves the right not to conclude the contract and in case contract has been issued, terminate the same, if found to be obtained by any misrepresentation, concealment and suppression of material facts by the bidder. In addition, Bid Security/ Performance Security (as the case may be) deposited by the bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment and suppression of material facts shall be initiated.

39. Conflict of Interest among bidders/agents

- a. A bidder shall not have conflict of interest with others bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of DSYA's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process if;
 - i. they have controlling partner (s) in common; or
 - ii. they receive or have received any direct or indirect subsidy/financial stake from any of them; or
 - iii. they have the same legal representative/agent for purposes of this bid; or
 - iv. they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
 - v. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved.
 - vi. in case a caterer having more than one independently catering units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business.

SECTION – II (B)

INSTRUCTIONS FOR BID SUBMISSION

- i) The bidders are required to submit hardcopies of their bids to Directorate Of Sports & Youth Affairs, JN Sports Complex, Polo Grounds, Meghalaya, Shillong -793001

1. SEARCHING FOR TENDER DOCUMENTS

- a. Bidders may download the required documents from the web site- www.megsports.gov.in
- b. The bidder should make a note of the unique Tender No. assigned, in case they want to obtain any clarification.

2. PREPARATION OF BIDS

- i. Bidder should take into account corrigendum published on the tender document before submitting their bids.
- ii. Please go through the tender 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.

3. SUBMISSION OF BIDS

- i. Bidder should log into the site well in advance for bid submission so that they can submit 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. Bidder should prepare the EMD 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 bid will be rejected.

4. ASSISTANCE TO BIDDERS

- i. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority vide email indicated in the Section I.

SECTION – III (A)
QUALIFICATION CRITERIA

The bidder must satisfy the following eligibility criteria

Sl. No.	Description	Document Required
1.	The bidder should be a company/firm/sole proprietor registered in India and should be in existence for at least five years on the bid submission date.	Certificate of Incorporation & Certificate of Registration / <i>Any other registration applicable for sole proprietor</i>
2.	The bidder should be registered as a Catering Service/Caterer under the Government of Meghalaya.	Certificate of Incorporation & Certificate of Registration / <i>Any other registration applicable for sole proprietor</i>
3.	In case of Non-Tribal bidder, they are required to possess valid Trading License from concerned Autonomous District Council of Meghalaya.	Valid Trading License
4.	The bidder should have an annual average turnover of Rs. 55.55 Lakhs in last three financial years viz 2020-21, 2021-22 and 2022-23.	Statutory Auditor's Certificate. Balance Sheet & Profit and loss Account Statement for last three Financial Years. <i>In case of exempted tax assesses, certificated of audited financial statements</i>
5.	<p>The bidder must have successfully executed/completed similar catering contracts over the last three years i.e. the current financial year and the last two financial years for government departments/ autonomous bodies/PSUs/ undertakings/ reputed private institutions:-</p> <ol style="list-style-type: none"> 1. Three similar completed services each costing not less than the amount equal to Rs 60 Lakhs; or 2. Two similar completed services each costing not less than Rs 90 Lakhs; or 3. One similar completed service costing not less than the amount equal to Rs 1.80 Crore of the estimated cost. <p>The bidders having experience only in the cafeteria (Snacks and Beverages services) will not be considered.</p>	<p>The requisite order (s) along with satisfactory completion certificates issued by relevant authority not less than the rank of Section Officer.</p> <p>Self attested copies of license issued by appropriate authority under FSS Act 2006 for these completed works.</p>

6	The bidders should not have been debarred/ blacklisted by any state/central government/ PSUs/ reputed private institutions for the last three years.	Declaration in the format given in Section IV (I)
7	List of Manpower to be deployed for the proposed scope of work	Self declaration with Name of the employee, their role, technical & educational qualification & experience.

Note:

1. Bidder must comply with all the above mentioned criteria. Non-compliance of any of the criteria can entail rejection of the offer. Self-attested photocopies of relevant documents/certificates should be submitted as proof in support of the claims made for each of the above mentioned criteria as and when the DSYA decides. Originals/certified copies should be shown for verification purpose. DSYA reserves the right to verify/evaluate the claims made by the bidder independently. Any deliberate misrepresentation will entail rejection of the offer ab-initio.
2. The successful bidder shall furnish license from FSSAI under FSS Act, 2006 for the proposed scope of work and site within 15 days, extendable for another 15 days, from the date of the receipt of Letter of Award failing which DSYA reserves the right to cancel the contract with forfeiture of bid security.
3. The successful bidder shall also furnish license from Labour Commissioner of respective jurisdiction under Contract Labour (Regulation & Abolition) Act, 1970.

SECTION – III (B)
PROFORMA FOR PERFORMANCE STATEMENT
(For the period of last three years)

Bid Reference No. _____ :

Date of opening _____ :

Name and address of the Bidder _____ :

Name and address of the department where work was undertaken :

Order placed by (full address)	Order number and date	Order placed on	Description and quantity of services	Value of order	Date of completion of Contract		Remarks levy of penalty for bad quality of food, if any	Are the services provided Satisfactorily?
					As per contract	Actual		
1	2	3	4	5	6	7	8	9

Signature and seal of the Bidder

Note:

DSYA reserves the right to ask the bidder to furnish copies of orders and satisfactory completion certificate in respect of works detailed in above statement

SECTION – III (C)

SELECTION CRITERIA

1. Authority reserves the right to accept or reject any or all bids without assigning any reasons
2. Authority also reserves the right to reject any bid (including the lowest one) which in its opinion is not responsive or violating any of the conditions/specifications or which is found to be adopting unethical business practices or which is found to be quoting abnormally low rates; without bearing any liability or any loss whatsoever it may cause to the bidder in the process.
3. Technical bids will be evaluated as per qualification criteria given in Section III (Qualification Criteria & Performance Statement) read with Pre-Qualification stipulated in Clause 13 of Section II (ITB) of the tender documents.
4. Technical bids of only those bidders who have submitted Bid Security as per terms of NIT will be opened.
5. The successful bidder will be the one who emerges **L1** out of responsive bids. Basis of ranking will be the least cost, which would be total payout including all taxes, duties and levies. In case, the two or more firms offer the same rates, successful bidders will be the one whose average turnover during the last three years is higher than the other competitor (s).
6. Offer with service charges below threshold limit as specified in Section IV (C)- Price Schedule will be treated unresponsive.

SECTION - IV
(A) BID SUBMISSION FORM

Date _____

To

Directorate Of Sports & Youth Affairs

Ref.: Your Bidding Document No. _____ dated _____

We, the undersigned have examined the above mentioned Bidding Document, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to provide _____ (Description of services) in conformity with your above referred document for the sum as shown in the price schedule(s), attached herewith and made part of this Bid.

We further confirm that, if our Bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause D-04 in Section - VI for due performance of the contract.

We agree to keep our Bid valid for acceptance for _____ 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.

We agree to provide qualified manpower as indicated in the Tender Documents for as per terms & conditions of the tender documents.

We also agree to submit the bill on monthly basis and accept for making payment to the workers as per the Minimum Wages notified by the Central Government.

We agree to comply with all regulations/norms under FSSAI or any other applicable law for providing safe and hygienic food.

We agree to the compliance of applicable Labour & other Laws in force.

We agree that all other payments like payment under Employees' Compensation Act 1923 etc shall be borne & payable by us.

We agree to keep the DSYA indemnified of any claim/damages, if any that DSYA may have to pay with respect to the service and the deployment of any of our workers for DSYA's work.

We agree to all terms and conditions of General Conditions of Contract as per Section VI.

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

We confirm that there is no case pending with the police or any other investigating agency(ies) against the proprietor/firm/partner or the company.

We confirm that no near relative of ours is an employee in DSYA who is connected with the award and execution of the contract.

We confirm that the person/s hired by us shall for all purposes remain the employees of the contractor and there shall be no employer-employee relation between DSYA and personnel/s.

We confirm that we are competent to execute contract and we do not stand deregistered/banned/blacklisted by any Govt. Authorities during the last three years.

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

[Signature with date, name and designation]
Duly authorised to sign Bid for and on behalf of
Messrs _____

[Name & address

SECTION – IV
(B) Form for Power of Attorney/Board Resolution

Know all men by these presents, we, _____ (name of the firm and address of the registered office) the company vide board resolution do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the (Name of Mandate) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidder’s and other conferences and providing information/responses to Directorate Of Sports & Youth Affairs (hereinafter referred to as “DSYA”), representing us in all matters before DSYA, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with Purchaser in all matters in connection with or relating to or arising out of our bid for the said Tender and /or till the entering into the Contract with Purchaser.

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

IN WITNESS WHEREOF WE, _____ THE ABOVE NAMED PRINCIPALS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _DAY OF 20**

For _____

(Signature)

(Name, Title, and Address) Witnesses:

- 1.
- 2.

Accepted (Notarized)

(Signature)
Attorney)

(Name, Title and Address of the

Section IV
(C) Price Schedule Form
(To be utilized by the bidders for quoting their prices)

Bid Particulars for Tender No.

1. Name of Bidder :

2. Address of Bidder :

Sl. No	Nature of item	Rate (%age of the actual bill)
1.	*Services charges in the range of 3% to 5% on the bill amount before GST.	
2	GST if applicable	

Note:

1. * Service charges shall be quoted with a minimum threshold limit of 3 % and maximum limit of 5% on the bill amount before GST.
2. Any bidder quoting service charges less than and above the threshold limit as specified above will be treated as unresponsive.
3. Successful bidder shall be the one who quotes the lowest service charges after observing the threshold limits.
4. In case one or more bidders quote the same percentage, ranking will be done on the basis of highest average turnover during the last three years.
5. Boarding Charges (fixed) as per menu given in the scope of work –Section V of RFP.
6. The space for running mess services will be provided free of cost.
7. Electricity and tap water will also be provided free of cost.
8. Minimum wages including PF, ESI etc for the manpower to be deployed as per requirement given in condition number XI of Clause C GCC will be paid as per Central Government Notification.
9. Cost of fuel and cleaning material @ Rs. 30 per day per person shall be paid as overhead charges.
10. GST charges as applicable will be paid.

(Signature of bidder or his authorized signatory with seal)

Telephone No.....
Fax No.
E-mail.
Website:.....

SECTION – IV

(D) BANK GUARANTEE FORM FOR BID SECURITY

Whereas _____ (hereinafter called the “Bidder”) has submitted its quotation dated _____ for the service of _____ (hereinafter called the “Bid”) against the Directorate Of Sports & Youth Affairs ’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 _____ (hereinafter called the “Directorate Of Sports & Youth Affairs ”) in the sum of _____ for which payment will and truly to be made to the said Directorate Of Sports & Youth Affairs , 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, 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 the Directorate Of Sports & Youth Affairs 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 the Directorate Of Sports & Youth Affairs up to the above amount upon receipt of its first written demand, without the Directorate Of Sports & Youth Affairs having to substantiate its demand, provided that in its demand the Directorate Of Sports & Youth Affairs 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 ofdays i.e. for (..... + 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 authorized officer of the
Bank) Name and designation of the
officer

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

SECTION – IV

(E) NEFT MANDATE FORM

From: M/s.

Date:

To

Sub: NEFT PAYMENTS

We refer to the NEFT being set up by DSYA. For remittance of our payments using RBI's NEFT scheme, our payments may be made through the above scheme to our undernoted account.

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATE FORM

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

[Signature with date, name and designation]

For and on behalf of Messrs _____

[Name & address of the manufacturers]

Confirmed by Bank

Enclosed a copy of Crossed Cheque

SECTION – IV
(F) LETTER OF AUTHORISATION FOR ATTENDING BID OPENING MEETING

Tender No.

Subject : **Authorisation for attending bid opening on -----(date) in the tender of -----**

The following persons are hereby authorised to attend the bid opening for the tender mentioned above on behalf of----- (bidder) in order of preference given below.

Order of Preference	Name	Specimen
Signature		
1.		
2.		

Alternate Representative

Signatures of bidder

Or

Officer authorised to sign the bid documents on behalf of the bidder.

Note:

- 1. Maximum of two representatives will be permitted to attend bid **opening**. In case where it is restricted to one, **first preference** will be allowed. Alternate representatives will be permitted when regular representative are not able to attend.*
- 2. Permission for entry to the hall where bids are opened may be refused in case authorisation as prescribed above is not furnished.*

SECTION IV

(G) DISCLOSURE OF CONFLICT OF INTEREST

It is hereby disclosed that we have not any conflict of interest with others bidders in terms of conditions stipulated in clause No. 39 of **Section II- A** of Tender Document. If this disclosure is found wrong later on, we are liable for punitive action as per terms of the agreement.

(Authorized Signatory)

Stamp

SECTION IV

(H) DISCLOSURE OF CODE OF INTEGRITY

It is hereby disclosed that I/we_____shall not act in contravention of the codes as under:-

1. Prohibition of:-

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

- 2.** It is also disclosed that no previous transgressions have been made in respect of the provisions of Clause 2 of Rule 175 of General Financial Rules 2017 issued by Department of Expenditure, Ministry of Finance, Government of India, with any entity in any country during the last three years or of being debarred by any other procuring entity.

(Authorized Signatory)
Stamp

SECTION IV

(I) AFFIDAVIT/UNDERTAKING

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

Date:

(Signature of the bidder)
NAME & ADDRESS OF
THE BIDDER

NOTE: To be submitted on non-judicial stamp paper of Rs. 10/- duly certified by Public Notary

SECTION V SCOPE OF WORK

1. Broadly the services involve following tasks:

- a) Catering and Mess Services for Sports Persons under Khelo India State Centre of Excellence, Meghalaya.

Khelo India State Centre of Excellence, Meghalaya, Directorate Of Sports & Youth Affairs, JN Sports Complex, Polo Grounds, Meghalaya, Shillong -793001

- b) Catering and Mess Services on Special Occasions

2. The service provider shall provide the following:-

Bed Tea/Early Morning Snacks, Breakfast, Lunch, Evening Snacks/Pre, During & Post Training Meal and Dinner as per the basic menu, based on the ration details given in schedule of requirement, in the following Sports Hostels for a period of 1 Year from the date conveyed through the letter of award.

3. **Details of hostel inmates availing mess facility**

- a) On an average* 30(thirty)to 90(ninety) trainees and 2(two) wardens to avail mess facility at Khelo India State Centre of Excellence, Meghalaya

**** No. may vary lower or higher side.***

- 4. In case of requirement, contractor shall be asked to supply food to the guest at rates applicable under various categories.
- 5. One member of the Mess committee and Hostel Wardens will have every meal at no cost to DSYA.
- 6. Although all rates and Ration/menu will remain the same during the period of contract, however it is also subject to revision as per the decision of DSYA/MYA&S.
- 7. No request from the contractor to revise Rates/Menu/Rates & Menu will be entertained during the currency of the contract.
- 8. Diet details with cost
 - i) **KISCE:**

Diet Charges Rs. 600 per head per day +
Rs. 30 Over head charges per head per day (Fuel & Cleaning)

As per Menu mentioned in the Section VII (C) of RFP.

SECTION VI

GENERAL CONDITIONS OF CONTRACT

The contract shall be for a period of 01 years w.e.f.....

A. PROCUREMENT OF RAW MATERIAL

I. Quality Control

1. The Contractor shall ensure that the articles of food satisfy the requirements of Food Safety & Standard Act 2006 and the rules and regulation made there-under at all stages of procurement of raw material, processing, preparation and serving to the inmates.
2. The quality of articles of food & provisions shall be of good standard. All food ingredients used in the preparation of food as per menu should be FSSAI registered and/ or as per brand names/others specified in Table 1 below.
3. All perishable food items (vegetables, fruits, paneer, non-vegetarian foods etc.,) should be of 1st Quality and /or FSSAI registered.
4. The Contractor shall not himself or by any person on his behalf procure, prepare & serve any article of good-
 - i. which is unsafe; or
 - ii. which is misbranded or sub-standard or contains extraneous matter; or
 - iii. for which a license is required, except in accordance with the conditions of the license; or
 - iv. which is for the time being prohibited by the Food Authority or the Central Government or the State Government in the interest of public health; or
 - v. in contravention of any other provisions of FSS Act 2006 or of any rule or regulations made thereunder.
5. The Contractor shall not be entitled to serve pre-cooked food items purchased from an outside vendor except items like Mineral Water, Sweets, Ice-creams, in the mess premises. However, the responsibility for food quality shall vest with the contractor for all purposes.
6. Records of raw materials & source of procurement shall be maintained in a register for inspection. The contractor shall maintain Daily Stock & Inventory Register of raw materials/ ingredients. The In-charge of the Centre/ his representative(s) will monitor the stock by various suitable methods. The stock and issue of food ingredients (inventory) should be available on any given day.

7. The contractor shall procure only good quality fresh vegetables, fruits, non-veg (perishables) from the market on daily basis. The contractor shall ensure that a sufficient stock of other raw material (non-perishable) is stocked in the store for consumption for a minimum period of 15 (fifteen) days. The contractor shall ensure that First-In-First-Out (FIFO) principle is followed for all purposes. The In-charge of the Centre/ his representative(s) shall have the right to check the quality of food articles and vegetables from time to time. The contractor shall adhere to the directions of the In-charge with respect to quality of food and other directions as may be issued from time to time.
8. All vegetables, fruits etc. used shall be washed properly and should be fresh and shall not be rotten or overripe. Milk and milk products such as curd, yogurt, cheese etc. shall be of good quality and should be prepared and served fresh. All the items being used shall be stored properly and used before the expiry.
9. Non-vegetarian dishes shall be made from fresh and good quality mutton, chicken or fish; and shall be purchased from the standard authorized shop. The pieces of non-vegetarian items shall not be too small or too big. Unnecessary shreds and small bone pieces shall be removed. The non-vegetarian items shall be washed and marinated properly before cooking.
10. The Contractor shall store the material purchased by him in a neat, tidy and hygienic manner in the space provided by DSYA. The contractor shall be responsible for their hygiene and safety. The security of such material will be the sole responsibility of Contractor.
11. The Contractor should adopt modern and hygienic kitchen practices. The Contractor should ensure that tables (and not floor) should be used for kitchen work. Separate colour coded food grade plastic/ marble chopping boards and stainless steel knives should be used for vegetarian and non-vegetarian food items to prevent cross contamination.

II. Suggested Brands (All food items)

1. The Contractor shall use only FSSAI/Food Department approved branded and or best quality raw materials for preparing the food. Brands, for the sake of illustration, of certain mess items are given in Table 1. The Contractor shall not use any trans-fat while preparing the food items.
2. The contractor may use any other approved brands only if permitted by the In-charge of the Centre, in writing. In such case, the contractor will submit two or three reputed brands for each grocery item and the In-charge will select the brands for cooking.

3. In-charge of the Centre/ his representative(s) will check all materials brought to the mess as well as cooking practices. In the event of the quality of the food served to be poor or not adhering to contractual conditions, the In-charge of the Centre/ his representative(s) will be free to impose a monetary fine as deemed fit on the contractor. Such fines imposed will be adjusted against the payments due to the contractor or will be called for from the defaulter, if no payment is due. The imposition of fine shall be without prejudice to other rights and remedies as available to DSYA.
4. If the contractor fails to ensure the quality of the raw material, the DSYA/Authority, in order to ensure quality, shall be entitled to name a departmental store/supermarket from where the Contractor should purchase the raw material at his own risk and cost and the contractor shall purchase goods only from the shops/stores as referred by DSYA.
5. Inferior ingredients, if any, found are liable to be removed from the premises of the Mess at the contractor's risk and cost.

Table 1: Suggested Brands of all major food items

S.No.	ITEMS	BRAND
1	Salt	Tata, Annapurna, Everest, Himalayan, Nature Salt
2	Spices	MDH, Badshah, Everest, Tata, Catch, Sona, Sunrise, Ashirwad, Local brands approved by Committee
3	Ketchup	Maggi, Kissan, Heinz
4	Oil	Sunflower, Sundrop, Godrej, Saffola, Fortune, Dhara, Gold drop
5	Pickle	Mother's recipe, Nilons, Local made
6	Atta/Besan/ Maida	Ashirvad, Shaktibhog, Laxmibhog, Aahar, Nature fresh , 24mantra , Annapurna, Fortune
7	Dal/Legumes	Tata, Harvest, Local brands approved by Committee
8	Rice	India Gate, Arham, Dawat, Kohinoor, Basmati (branded), Fortune, Local brands approved by Committee
9	Papad	Bikaji, Ambika, Haldirams, Mother recipe, Marwar papad
10	Butter	Amul, Britannia, Mother dairy
11	Bread	Spencer, RB Store, Mahari, Homa, Dun Hill, James, English recipe
12	Cornflakes	Mohuns, Kellogg's, Bagrry's
13	Jam	Kissan, Maggi, Sil, Meg
14	Ghee	Amul, Mother Dairy, Paras
15	Milk	Paras, Amul, Mother Dairy, Witchell, Megha Milk, Nari, Local brands approved by Committee
16	Tea	Mazaa Gold, Lipton, Tata, Zizira, Society
17	Sugar	Uttam, Madhur, Harvest
18	Fresh juice	Freshly made with fruits is firstly advisable otherwise Tropicana , Real, Minute Maid

19	Chicken	Best Quality
20	Oats	Quaker, Saffola, Baggry's, Kellogs
21	Dry Fruits	Happily, Nutraj, Solimo, Vedak, 1 st quality
22	Mutton	Best quality
23	Fish	Best quality
24	Dahi/curd	Amul, Saras, Madhur, Mother Dairy or any local made of best quality
25	Vegetables	Best quality
26	Eggs	Best quality
27	Fruits	Best quality

B. CATERING SERVICE

I. Menu

1. Bed Tea/Milk/Early Morning Snacks, Breakfast, Lunch, Evening Snacks/Pre, During & Post Training Meal and Dinner should be served as per the menu which shall be given by In-Charge / his representative from time to time and with strict adherence to Menu provided at Section VII(C).
2. In addition to Bed Tea/Milk/Early Morning Snacks, Breakfast, Lunch, Evening Snacks/Pre, During & Post Training Meal and Dinner, DSYA may ask for event-based services from the contractor for meeting requirement of snacks/special lunch/tea/coffee etc. for an additional cost. The contractor shall equip himself with resources and manpower to cater to such additional requirements. For providing event-based services, the Contractor shall not disturb the manpower engaged for DSYA.
3. For any special events such as festivals, menu may be different or in addition to the normal notified menu, the rates for which shall be mutually decided prior to organizing the event.
4. A Special Meal/Dinner should be provided once every month, in consultation with the In-charge of the Centre.
5. The contractor should comply with the quantities indicated in the tendering document. The total quantity of roots and tubers is 130g/day and use of potato in the food preparation should not exceed the quantity as specified in Section V of RFP. The quantity may be increased or decreased as per the needsof DSYA.
6. Food items such as curd, non-vegetarian foods, milk, eggs, sweet/dessert and fruits must be given as per portion size mentioned in Section V of RFP. Region specific seasonal vegetables will be decided by the In-charge of the Centre/ his representative(s) once in two months.

7. Catering should be done only on the basis of the menu provided to the caterer by the In-charge of the Centre/ his representative (s). Various items of the menu may be changed by the In-charge of the Centre/ his representative(s) to provide variety. Change in the menu without the permission of the In-charge of the Centre/ his representative(s) would result in a fine as decided by the In-charge of the Centre. The In-charge of the Centre/ his representative(s) reserves the right to make any variations in the quantities specified in the menu within the cost agreed upon.
8. Vegetarian and non-vegetarian cooking shall be done separately.
9. The food shall be neither too spicy nor too oily. Food shall be wholesome and shall cater to the taste of the residents. Wet pastes used in recipes like ginger and garlic paste should be prepared every day.
10. The oil that remains from deep frying at the end of the day shall have to be destroyed and shall not be allowed to be recycled for the purpose of cooking again.
11. The food shall be cooked and served in clean utensils and no laxity shall be permitted in this regard. The utensils shall have to be maintained sparkling clean at all time.
12. The contractor shall be solely responsible in case of incidence(s) of partially cooked food, foreign particles found in food, using sub-standard raw materials and or adulterant, unhygienic cooking conditions, food poisoning, etc and shall bear the complete expenditure arising out of this for medical treatment, claim, if any etc of the hostel inmates. In addition, the penalty may be imposed on the contractor as decided by the In-charge of the Centre/ his representative(s) for such incidence(s).
13. The contractor shall ensure that only freshly cooked food is served in every meal and that stale food is not recycled. Stale food shall be removed from the mess premises as soon as possible.
14. The contractor shall exercise all reasonable imagination, creativity and good taste in the preparation and serving of the meals.
15. The meal is to be served on counter/buffet. However, water and chapatti will be placed in a designated area.
16. The used plates/glasses etc will be taken away from the demarked area in/near the dining hall manually or with the use of trolleys to the dish wash area.
17. The Contractor shall provide food to the sick sportsperson(s) during his/their sickness period and no extra charge will be paid for the same. The food will be recommended by the Nutritionist on Doctor's advice. The contractor shall be

informed of sick meals at least 4 hours prior to meal preparation time.

II. Food Timings

TENTATIVE MEAL TIMINGS

Bed Tea/Early Morning Snacks	: 05:30 AM to 06: 30 AM
Breakfast	: 09:00 AM to 10: 00 AM
Lunch	: 12:30 PM to 02: 00 PM
Evening Snacks (<i>Pre, during & Post training</i>)	: 03:30 PM to 04:00PM
Dinner	: 08:00 PM to 09:00 PM

The Mess Timings along with the Day's Menu should be displayed and the Contactor should abide by it. Mess Timings are subject to change as per training Center In-Charge will be final authority in deciding the timings. Further, the contractor on the recommendation of the Center In-Charge shall have to arrange, at no cost to DSYA, the delivery of food to the athletes at their respective educational institutions/FOPs with due cognizance to appropriate timings.

C. OPERATION

I. Maintenance of Register

1. The Contractor should maintain Records and Registers which will be checked by the In-charge of the Centre. The list is as follows:

a) The administrative records

- i. Kitchen Equipment Purchase and Maintenance Record
- ii. Losses/Missing Articles Register
- iii. Damage/Breakage Register
- iv. Inventory/Stock Register
- v. Pest Control Register
- vi. Sanitation and Cleaning material record
- vii. Biometric Attendance Register
- viii. Hygiene Inspection Register
- ix. Electrical and Civil Fixtures register
- x. Complaint Register

b) The records of financial transactions

- i. Bill Register
- ii. Food items Purchase & Issue Register
 - (a) Short shelf life-high risk foods (Perishable items : Milk, Bread, Vegetables, Fruits and Non vegetarians)
 - (b) Medium shelf life foods (butter, jam, ice cream, sweets, panner, etc.)
 - (c) High shelf-life Dry Rations (Cereals, pulses, millets, dry fruits, condiments and spices, etc.)
- iii. Fuel Consumption Register

c) The records of manpower working in the mess

- i. Mess Staff particulars Register
- ii. Attendance register of kitchen staff
- iii. Medical Record of kitchen staff register
- iv. Wages Payment Register and
- v. Others as mentioned in the Tender Document

II. Premises, Furniture and Equipment

1. DSYA will provide mess premises comprising cooking and dining facilities, furniture, appliances/kitchen equipment, electricity, and tap water.
2. The Contractor shall use his own utensils, crockery, cutlery etc., of good quality for cooking and serving.
3. The serviceability of the utensils, furniture, appliances, and kitchen equipment shall be done and ensured by the contractor at his own cost. All items provided by DSYA shall be counted once in a month in the presence of In-charge of the Centre/ his representative(s) and the contractor will be responsible for the loss/damage of any items and make up for the loss if found in shortage/damaged condition by replacing/repairing with the same quality and quantity as provided to the agency.
4. The replacement of electrical items/fixtures such as bulbs, tubes etc. would be made by the contractor in case of damage caused during his occupancy. The contractor should advise his employees to strictly observe the normal practice for use of electrical fixtures and fittings. Table linen and frills must be arranged by the contractor and ensure clean, neat and hygiene.

III. Water and electricity

1. Tap water and electricity facilities will be provided free of cost to operate the mess.
2. The contractor shall not be allowed to use electricity as a cooking fuel. However, he shall be permitted to use toasters, refrigerators, water coolers, mixer/grinder, oven and other equipment for cutting/grilling vegetables etc.
3. The contractor should not overuse or misuse the water and electricity apart from the assigned activity.

IV. Fuel

1. It is the sole responsibility of the contractor to get the refills from the gas company to run the mess on his own cost. Any fluctuations in the gas price must be absorbed by the Contractor only.

V. Attendance

1. A biometric verification system will be made available to record the daily head count of the inmates dining in the hostel and also the staff engaged by the contractor. It will be the responsibility of the caterer to ensure that a member records his presence at every instance, in the biometric verification system before the plate (for food) is issued to him. The daily head count reported by the biometric verification system will be used for calculating the total man-days.

VI. Food Safety & Hygiene

1. The contractor shall be responsible for the overall cleanliness of the Mess building, surrounding, kitchen, store; wash and food service area. Clean, fresh, nutritious, hygienic and edible food has to be served. Any type of COOKED FOOD shall not be stored/ preserved / re-served after meals.
2. When circumstances warrant, the contractor should cater to a large number of sportspersons at very short notice. Similarly, fluctuations in strength during vacation periods shall have to be accommodated accordingly.
3. Mess Contractor or his representative manager is required to remain present in the mess when the food is served in the mess.
4. Food contact areas used for pre and post food preparations must be cleaned thoroughly to avoid cross-contamination as per FSSAI standards.
5. The contractor shall ensure the temperature of the food as per FSSAI standards.
6. The contractor shall be responsible for providing potable water (meeting IS 10500 standard requirement) for
 - i. Cooking and drinking
 - ii. Utensils and equipment cleaning facility
 - iii. Raw material washing facility
7. Water cooler and purifier should be cleaned and maintained regularly. Water dispenser must be cleaned by the contractor every day.
8. Dining and kitchen hall should be mopped, after each meal by the contractor. The kitchen, dining hall, hand wash area, dish wash area etc. will be washed with water and soap solution and mopped, daily and will be disinfected once in a week or as and when required.
9. Any laxity in the cleaning of these areas will attract severe penalty decided by In-charge of the Centre/ his representative(s).

- i) After each meal (breakfast, lunch, evening tea and dinner) all the plates, cups, katoris, water glass, spoons, forks, knives etc., are to be cleaned with hot water using detergent powder/soap solution after every meal, dried and kept ready for next meal. All the vessels used for cooking also should be washed with hot water using detergent/soap solution should be made available for use for the next meal.
- ii) Complaints of un-clean serving plates/cutlery/utensils in a day will lead to a penalty.
- iii) Hand towels/napkins, soap oil dispensers at dining hall and mess area shall be provided by the contractor. The towels have to be changed for service and the soap oil should be refilled, more frequently.
- iv) Monthly fumigation of Kitchen / Dining area and maintenance of exhaust fans should be done.
- v) The doors and windows, grills of the mess area shall be cleaned daily. The responsibility of cleaning the Mess premises, daily/routine including fans, glass panes, walls, etc. will be the sole responsibility of the contractor.

VII. Cleaning Material

1. The Contractor shall be responsible for providing cleaning material of first-class quality with ISI standards for the cleaning kitchen, wash area, dining hall, service area and storage area.
2. The quality of the cleaning material (detergent/ soap/ hand wash/ hand towel etc...) will be approved by the In-charge of the Centre.
3. The quantity of the cleaning chemicals shall be adequate; the chemicals, sanitizers and other cleaning compounds shall be used depending upon the nature of the surface to be applied.
4. The illustrative list of Cleaning material is given below in Table 2

Table 2: List of Cleaning Materials

Sl. No	Cleaning Materials
1	Black Phenyl
2	White Phenyl
3	Detergents/ Chemicals
4	Scented Disinfectant
5	Bombay Brooms
6	Coconut Brooms
7	Cotton Swab with a stick

8	Soap Oil
9	Washing Brush
10	Mop Stick
11	Dust clearing Stick
12	Floor Wiper, Table cleaning Wiper
13	Dustbins
14	Dust Pans
15	Buckets
16	Duster cloth
17	Scrubbers
18	Cobweb with stick
19	Naphthalene balls
20	Doormat

VIII. Waste Disposal

1. The waste material and unused/leftover food from mess will be removed from mess premises every day. The contractor will ensure that all the waste material and unused/leftover food should be disposed off to the nearest dustbin placed by the area corporation. The contractor will also ensure that stray cattle, such as pigs, dogs, cows, birds etc do not consume any food within the mess premises.
2. The contractor shall ensure that solid waste materials are not dumped into the drains. All such wastes must be removed from the utensils prior to washing.
3. Safe disposal of all the bio-waste and non bio-waste in separate bins will also be the sole responsibility of the Contractor.

IX. First Aid

1. The contractor shall provide necessary First Aid Facilities to his personnel and ensure a First Aid Box in the Mess Premises.

IX. Transportation

1. The Contractor shall make his own arrangements for transportation of raw materials and prepared foodstuff to the mess and to the various service points.
2. The contractor shall ensure adequate protection against seasonal weather conditions by transporting the food items by his own suitable conveyance as may be necessary at his own cost and for satisfactory and timely service.
3. DSYA will not provide any facility for transporting the raw materials/food items to the site or the food service point(s).

X. Inspection

1. In-charge of the Centre/ his representative(s) will have authority to inspect such articles of food and provisions and will have full powers to order discontinuance of use of such articles of food and provisions, which are found to be of unsatisfactory standard and on the ground of hygiene & food quality.

XI. Manpower

1. The Staff requirement shall be as under:

Manpower Requirement Upto 50 Sportspersons					
S.N.	Manpower	Category	Number Required		
			1st Shift (6am - 2pm)	2nd Shift (2 – 10pm)	Total
1	Head Cook	Graduate in catering or Diploma in Catering with 3years experience	1	1	2
2	Cook	Matric with 3 years experience	1	1	2
3	Store Clerk	Graduate or 12 th pass with 2 years experience	1	0	1
4	Bearer	Non-matriculate,unskilled with 1 year experience	1	1	2
5	Washer		1	1	2
6	Cleaner		1	1	2
Total			6	5	11

Note: Manpower for hostellers upto 100 will remain the same except increase in bearer, washer, cleaner by 1 in each category for each shift

2. In case of absence/ shortage of staff, the number must be ensured by providing a suitable alternative within a day ensuring non-disruption of activities described in the scope of work. Non-compliance of providing sufficient staff shall invoke a penalty.
3. The Contractor shall engage a sufficient number of trained cooks and other kitchen staff for cooking vegetarian, non-vegetarian, South and North Indian delicacies, Chinese and Tandoor items etc.
4. The Contractor shall take all precautionary measures to ensure the safety of the workmen employed by him and DSYA will not be responsible in case of any eventuality.
5. In case of any labour problems related to the workmen staff of the Contractor deployed in DSYA premises, the same shall be settled at the Contractor's end only.
6. It shall be the duty of the Contractor to clearly inform his own personal/staff that they shall have no claim whatsoever against DSYA and they shall not raise any industrial dispute, either directly and/ or indirectly,

with or against DSYA in respect of any of their service conditions or otherwise. There shall be no employer- employee relation between the personnel hired by the contractor and DSYA.

7. The Contractor shall arrange to issue identity cards to all his staff through DSYA, which has to be produced for inspection as and when required by DSYA and/or suitably displayed.
8. The Contractor shall ensure that all instructions, guidelines, and specifications issued to the Contractor by DSYA are clearly and effectively communicated and are strictly adhered to by the personnel of the Contractor.
9. The Contractor shall also ensure that action taken by the Contractor and/or its employees and/or personnel shall not violate laws and regulations.
10. Employment of child Labour (as per norms) & persons above 60 years of age is totally prohibited. It is the responsibility of the Contractor to comply with all formalities of labour office including obtaining necessary labour license.

The contractor shall engage the services of efficient, neat & clean (trim haircut, mustache, nail cut etc), healthy, honest, well behaved and skilled persons for cooking, serving and cleaning of kitchen, dining halls, wash area, storage area and service areas at his own cost. The contractor shall ensure that the food handlers, the bearer, dishwasher etc. wear a neat uniform including head caps, hand gloves, aprons.

11. The contractor and his workers must behave politely with hostel inmates, guests & other staff members. The contractor shall be responsible for any theft, dishonesty and/or disobedience and discourteous behaviour on part of the manpower provided by him /her. The contractor and his team, under any circumstances, should not involve in arguments with the borders of the mess. In case of such situations or under any other emergency, the Contractor should intimate immediately to the designated Staff/Officer of DSYA.
12. Smoking, consuming gutka, tobacco, drinking liquor etc is strictly prohibited in the Institute premises. Storage/consumption of any alcoholic drink/liquor is strictly prohibited. The contractor shall not serve any of such substance/drink in mess/hostel.
13. The contractor shall get done the police and medical verification of the manpower employed by it at its own cost and expenses and provide a copy of police verification and medical fitness to DSYA.

The Contractor shall organize medical examination and furnish medical fitness certificate from the authorized Govt. Hospital of all the staff before initial deployment which will be repeated on a half-yearly basis. Any person found to be medically unfit or unsuitable shall have to be removed by the Contractor from the services and suitable replacement shall have to be arranged forthwith. The Contractor shall not employ any person who is suffering from the infectious, contagious or loathsome disease.

14. The contractor shall not permit the Mess Area or any portion thereof to be used for residential purposes by any of its employees.
15. The Contractor is solely responsible for the payment of all statutory liabilities including Minimum wages through Bank transfer in their respective accounts as per Central Government Rule for their employees as per the Government norms and observing provisions of labour laws, including EPF, ESI, etc. DSYA will reimburse the wages, EPF, ESI etc., to be paid to the manpower/ government agencies on production of sufficient documentary proof.
16. The persons employed by the contractor should not have any adverse police records/criminal cases against them. The contractor should get Police verifications of the personnel to be engaged. The Contractor shall provide the proof of background check of its staff deputed for catering service at the site of DSYA.

XII. Pest Control

1. The Contractor shall ensure adequate, safe and effective insect, pest and rodent control measures in the store, kitchen, service, dining and wash area of the Mess premises.
2. The Contractor shall make proper arrangement for spraying with appropriate World Health Organization (WHO) approved pest control materials in and around all the dining halls on a daily basis /regularly.
3. The Contractor should carry out control measures to avoid fly/mosquito/cockroach/rodents, control measures regularly / as need based during seasons.
4. The chemicals/disinfectant will be inspected by the designated person of the In-charge of the Centre/ his representative(s) before use.
5. The contractor shall take adequate measures to ward off domesticated/stray animals/birds from the mess.

D. OTHERS

1. The contractor shall be solely responsible for compliance with the provisions of various labour and industrial laws, such as wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it at DSYA or for any accident caused to them and the DSYA shall not be liable to bear any expense in this regard.
2. The contractor shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the DSYA for whatever reason. The contractor shall also be responsible for the insurance of its personnel.
3. The Contractor shall specifically ensure compliance of various Laws/Acts, including but not limited to with the following and their re-enactments/ amendments/ modifications.
 - i. The Payment of Wages Act 1936
 - ii. The Employees' Provident Fund and Miscellaneous Provisions Act, 1952
 - iii. The Factories Act, 1948
 - iv. The Contract Labour (Regulation & Abolition) Act, 1970
 - v. The Payment of Bonus Act, 1965
 - vi. The Payment of Gratuity Act, 1972
 - vii. The Employees State Insurance Act, 1948
 - viii. The Employment of Children Act, 1938
 - ix. The Motor Vehicle Act, 1988
 - x. Minimum Wages Act, 1948
4. The successful bidder is required to deposit interest free Performance Security for an amount equal to 5% of Contract Value within stipulated time. The security deposit can be in the form of Account Payee Demand Draft or Fixed Deposit Receipt from a commercial bank, Bank Guarantee from a commercial bank in an acceptable form safeguarding DSYA's interest in all respects. The Performance Security should remain valid for sixty days beyond the expiry date of the contract and shall be refunded subject to adjustment of any due/ arrears/penalties/damages. The Contractor shall replenish the performance security as and when forfeited by DSYA.
5. The contractor shall obtain necessary license, permit, consent, sanction, etc., as may be required or called for from/by local or any other authority for doing such work. The Contractor shall comply at its own cost with all applicable laws, rules and regulations in force from time to time whether of Central or State or local Govt. as applicable to him or to this contract without any liability and responsibility to DSYA, whatsoever it may be.

6. The contractor shall bear all taxes, rates, charges, levies or claims, whatsoever, as may be imposed by the State, Central Government or any local body or authority. The Contractor shall furnish such proof of payment of compliance or the obligations including registration certificates, receipts, licenses, clearance
7. The contractor shall provide and be responsible for payment of wages, salaries, bonus, social charges, insurance, food, accommodation, transport, medical and canteen facilities and other statutory privileges and facilities as applicable to its personnel as per relevant & applicable law/rules/regulations and orders of the Central Government/State Government/ local authorities or other authorities as are in force from time to time.
8. Payment of bills shall be released only if it is accompanied by the proof of the following:-
 - a) Biometric attendance sheet of the beneficiaries will be certified by In-charge of the Centre/ his representative(s).
 - b) Deposit of challan of GST of the previous month.
 - c) Undertaking and proof from the contractor to the effect that he has paid minimum wages and other statutory liabilities including Variable Dearness Allowance as admissible to the workers employed by him for the work under Agreement and also undertaking to the effect that he has paid EPF, ESIC, Bonus etc as admissible as per rules to the respective authorities/workers. Relevant documents in support thereof are also made available.
 - d) Any other documents/records as required by the DSYA.
9. No extra payment will be made against any tax except GST. However, statutory variations, if enforced after submission of the offer & if otherwise admissible will be paid.
10. The contractor will collect the guest charges directly from the guests as per the tariff approved by DSYA. The contractor should ensure availability of extra food to cater to the additional demand.
11. The contractor should also ensure that the food provided to the kitchen staff if any will be borne by the contractor. Kitchen staff hiding the food inside various locations in mess premises and knowingly serving less than the specified amount is highly discouraged and will be fined accordingly by the In-charge of the Centre/his representative(s).

E. RESOLUTION OF DISPUTES

1. If dispute or difference of any kind shall arise between the DSYA and the contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

2. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the DSYA 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. In the case of a dispute or difference arising between the DSYA and Contractor relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitrator. The Sole Arbitrator shall be appointed by the DSYA. The venue of Arbitration shall be in Shillong and would be decided by the DSYA. The award of the arbitrator will be final and binding on the parties to the Contract. The procedure and fee of Arbitrators shall be in accordance with the prevailing rules/policies of DSYA.
3. **Jurisdiction:** All question, disputes or differences arising under or out of or in connection with the contract, if concluded, shall be subject to the exclusive jurisdiction of the court within the local limits of whose jurisdiction the place from which the Work order has been issued.
4. **Applicable Law:** The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

F. PENALTY

Failure to supply food in terms of quality and quantity as per the scope of work indicated at **Section V** and failure to comply the Menu indicated at **Section VII(C)** will attract penalty. For not adhering to contractual conditions, the department shall be free to impose monetary fine as deemed fit on the contractor. Fines imposed shall be adjusted against payment due to the contractor.

1. Vegetables used should be fresh and of good quality. If vegetables kept for use is found to be rotten or of poor quality, then a fine of Rs **1000** for each occasion will be imposed.
2. Items like Aji-no-moto, Baking soda, non-permissible food colors, vanaspati (dalda) etc are banned and they should not be used. If they are found in the kitchen premises penalty of Rs.1000 for each occasion will be imposed.
3. Kitchen should be kept clean. If it is not kept clean, a fine of Rs.1000 for each occasion will be imposed.
4. For damages/shortage caused by the contractor to the kitchen equipments, vessels and other items, if any supplied by the licenser, & not replaced/repared, **twice** the current cost of the equipment will be recovered.
5. Any complaint of insects found in any food item would invite a fine of Rs. 1000 on the contractor.
6. Any complaint of soft objects like rope, soft plastic, cloth etc in food will attract a fine of Rs **1000** per complaint.

7. Any complaint of stones / pebbles will attract a penalty on the contractor which can range between Rs **1000** to Rs **5000** depending on the size of the stone/ pebble per complaint.
8. 5 or more complaints of unclean utensils in a day would lead to a fine of Rs. **1000** on the contractor.
9. If mess committee agrees that certain item of a meal was not cooked properly then a fine of Rs. 1000 would be imposed on the contractor.
10. Changes in approved menu of any meal without permission of In-charge of the Centre/ his representative(s) would result in a fine of Rs. **1000** on the contractor.
11. Personal hygiene of workers, misbehavior by workers etc.) will lead to fine of Rs. **1000** on contractor for every instance.
12. Using of brands not mentioned in the contract without prior permission and adulteration shall invoke a hefty fine beyond the limit of any fine mentioned above and decided by the In-charge of the Centre/ his representative(s)

Severity of hygiene failure shall be assessed and decided by the mess committee and fined appropriately. In case of gross failure/negligence a severe penalty will be imposed, which could be a hefty fine as cash and/or summary termination of the Contract.

The Contractor agrees and acknowledges that the above referred penalty is reasonable in nature and the contractor agrees to abide by the same.

In the event of recurring circumstances of above referred lapses, besides Penalty, DSYA shall be entitled to terminate the Agreement with immediate notice without any liability whatsoever.

SECTION – VII (A) CONTRACT AGREEMENT
KHELO INDIA STATE CENTRE OF EXCELLENCE, MEGHALAYA
C/O DIRECTORATE OF SPORTS & YOUTH AFFAIRS, MEGHALAYA

Contract No _____

Dated _____

This is in continuation to this office's Letter of Award of Rate Contract No _____ dated _____

1. Name & address of the Service provider: _____
2. Bidding Document No _____ dated _____ and subsequent Amendment No _____, dated _____ (if any), issued by the DSYA.
3. Service provider's Bid No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the supplier and the purchaser 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 Rate Contract:
 - (i) General Conditions of Contract;
 - (ii) Schedule of Requirements;
 - (iii) Technical Specifications;
 - (iv) Bid Form furnished by the supplier;
 - (v) Price Schedule(s) furnished by the supplier in its Bid;
 - (vi) DSYA's Letter of Award of Contract
5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

- (i) **Brief particulars of the services which shall be provided by the service provider are as under:**

Schedule No.	Brief description of services	Accounting unit	Unit Price	Terms of delivery

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

(ii) **Contract valid upto:**

(iii) **Prices:**

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

(v) **Payment terms:**

(Signature, name and address
of the purchaser's authorised official)
For and on behalf of Director General
Directorate Of Sports & Youth Affairs

Received and accepted this Contract

[Signature with date, name and designation]
for and on behalf of Messrs _____

[Name & address of the manufacturers]

(Seal of the supplier)

Date: _____

Place: _____

SECTION – VII (B)

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

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

Date: [insert date (as day, month, and year) of
Letter of Award] And Contract No. _____

Bank's Branch or Office: [insert complete name of
Guarantor] Beneficiary: Directorate Of Sports & Youth
Affairs , _____

PERFORMANCE GUARANTEE No.: [insert
Performance Guarantee number]

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

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

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

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

[Signatures of authorized representatives of the bank]

SECTION – VII (C)
Menu for KISCE, Meghalaya

DIET PLAN FOR ATHLETICS & ARCHERY		
BREAKFAST		
Sl. No.	ITEM	QUANTITY/ SERVING
1	Tea or Milk or Fresh Juice (Seasonal)	1 Glass (500 ml)
2	Bread with butter or Jam or Corn Flakes with Milk or Oats with Milk	4 to 6 slices
		1 bowl (Medium)
3	Eggs (Boiled) or Scrambled	2 Nos
4	Fruits (Banana or any Seasonal Fruit)	2 Nos
5	Dry Fruits (Almonds, Cashew Nuts) Optional	4 nos
LUNCH		
Sl. No.	ITEM	QUANTITY/ SERVING
1	RICE OR ROTI	2 PLATES
		4 To 5 Nos (Unrefined)
2	Dal (Any type)	1 Serving (Medium Bowl)
3	Stew Vegetables or Fried Vegetables	1 (Medium Bowl)
4	Chicken or Fish	2 Large Pieces
5	Salads Include Sprouts	1 (Small Bowl)
6	Papad	2 Pieces
7	Curd (Sweetened)	1 (Small Bowl)
EVENING SNACKS		
Sl. No.	ITEM	QUANTITY/ SERVING
1	Tea or Fresh Juice (Seasonal)	1 Glass (500 ml)
2	Vegetable Sandwich or Vegetable Cutlet or Vegetable Pakora	2 Nos
		Medium Plate

DINNER		
Sl. No.	ITEM	QUANTITY/ SERVING
1	Veg Soup	250 ml Glass
2	RICE OR ROTI	2 PLATES
		4 To 5 Nos (Unrefined)
3	Dal (Any type)	1 Serving (Medium Bowl)
4	Stew Mixed Vegetables or Mixed Fried Vegetables	1 (Medium Bowl)
5	Chicken or Fish Or Egg	2 Pieces
6	Salads Include Sprouts	1 (Small Bowl)
7	Papad	2 Pieces
8	Tomato Chutney or Coriander Chutney (Avoid Pickle)	1 Table Spoon with Rice
9	Curd (Sweetened)	1 (Small Bowl)
<i>Water to be taken up to 4 Litres per day and 5 Litres per day on Pre Matches & Post Matches</i>		

DIET PLAN FOR BOXING		
BREAKFAST		
Sl. No.	ITEM	QUANTITY/ SERVING
1	Tea or Milk or Fresh Juice (Seasonal)	1 Glass (500 ml)
2	Bread with butter or Jam or Corn Flakes with Milk or Oats with Milk	5 to 7 slices
		1 bowl (Large)
3	Eggs (Boiled) or Scrambled	4 Nos
4	Fruits (Banana or any Seasonal Fruit)	2 Nos
5	Dry Fruits (Almonds, Cashew Nuts) Optional	4 nos

LUNCH		
Sl. No.	ITEM	QUANTITY/ SERVING
1	RICE OR ROTI	2 PLATES
		4 To 5 Nos (Unrefined)
2	Dal (Any type)	1 Serving (Medium Bowl)
3	Stew Vegetables or Fried Vegetables	1 (Medium Bowl)
4	Chicken or Fish	3-4 Large Pieces
5	Salads Include Sprouts	1 (Small Bowl)
6	Papad	2 Pieces
7	Curd (Sweetened)	1 (Small Bowl)
EVENING SNACKS		
Sl. No.	ITEM	QUANTITY/ SERVING
1	Tea or Fresh Juice (Seasonal)	1 Glass (500 ml)
2	Vegetable Sandwich or Vegetable Cutlet or Vegetable Pakora	2 Nos
		Medium Plate
3	Mixed Sprouts	1 (Small Bowl)
DINNER		
Sl. No.	ITEM	QUANTITY/ SERVING
1	Veg Soup	250 ml Glass
2	RICE OR ROTI	2 PLATES
		4 To 5 Nos (Unrefined)
3	Dal (Any type)	1 Serving (Medium Bowl)
4	Stew Mixed Vegetables or Mixed Fried Vegetables (With Mashed Potato)	1 (Medium Bowl)
5	Chicken or Fish Or Egg	3-4 Pieces
6	Salads Include Sprouts	1 (Small Bowl)
7	Papad	2 Pieces
8	Tomato Chutney or Coriander Chutney (Avoid Pickle)	1 Table Spoon with Rice
9	Curd (Sweetened)	1 (Small Bowl)
Water to be taken up to 3.5 to 4 Litres per day		

*Timing of Meals to be decided by center In-charge as per training schedule.