



SPORTS AUTHORITY OF INDIA

SPECIAL AREA GAME CENTRE

RED CROSS BUILDING, KHAGRA

Kishanganj, 855107 (Bihar)

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www.sportsauthorityofindia.nic.in

Website: www.sportsauthorityofindia.nic.in
<http://eprocure.gov.in/eprocure/app>

E-Bidding Document

For

PROVIDING MANPOWER SERVICES

For

Sports Authority of India

SPECIAL AREA GAME CENTRE

RED CROSS BUILDING, KHAGRA

Kishanganj, 855107 (Bihar)

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DISCLAIMER

This RFP is being issued by Sports Authority of India (SAI) for providing manpower services for SAI, Kishanganj 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 SAI 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 SAI 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. SAI 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.

SAI 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
INVITATION FOR e-BIDS (IFB)

Website: <http://www.sportsauthorityofindia.nic.in/>
<http://eprocure.gov.in/eprocure/app>

E-mail: saisagkne@gmail.com

1. Sports Authority of India, Special Area Games Centre, Kishanganj for and on behalf of the Director, Sports Authority of India, NSEC Kolkata invites **e-Bids on two bid system (Manual bid shall not be accepted)** for the following services:

Brief Description of work	Amount of Bid Security (EMD) in (Rs.)	Estimated Tender Value	Bidding Document Cost. (Rs.)
Supply of Manpower on outsourced basis at SAI SAG Kishanganj.	@2% of total contract value. Rs.8,160/- (Rupees Eight Thousand one Hundred and Sixty) Only.	Rs. 4 Lakh Seven Thousand Nine Hundred and Seven Only (Rs.4,07,907/-)	

CRITICAL DATE SHEET

Uploading/Publication of Tender Documents	01.08.2019 at (12.30 HRS)
Downloading of Bid Document /Sale start date	01.08.2019 at (16.30 HRS)
Pre Bid Meeting*	08.08.2019 at (11.00 HRS)
Last date for submission of queries/clarification made during the pre bid Meeting in writing**	09.08.2019 at (11.00 HRS)
Bid Submission start date	13.08.2019 at (11.00 HRS)
Last Date & Time of Uploading /Submission of Bid	22.08.2019 at (11.00 HRS)
Bid Validity Period	180 Days
Opening of Techno- Commercial Bid (Bid 1)	23.08.2019 at (11.00 HRS)
Opening of Price Bid (Bid 2)	To be inform separately

* SPECIAL AREA GAME CENTRE KISHANGANJ.

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

Note-Bid opening place- at office of the Centre In-charge, SAG Kishanganj.

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

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

SAI SAG KISHANGANJ

3. Bidder who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> and SAI website www.sportsauthorityofindia.nic.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.
4. Intending bidders are advised to visit again CPP Portal website www.eprocure.gov.in and SAI website www.sportsauthorityofindia.nic.in before submission of tender for any corrigendum / addendum/ amendment.

Centre In-charge.
SAG Kishanganj
For & on behalf of
The Director, Sports Authority of
India, Netaji Subhas Eastern
Centre, Salt Lake, Kolkata

SECTION – II
INSTRUCTIONS TO BIDDERS (ITB)
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SECTION – II
INSTRUCTIONS TO BIDDERS (ITB)

A. PREAMBLE

1. Definitions and Abbreviations

(i) The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

(ii) Definitions:

a. "SAI" means the organization procuring services as incorporated in the Tender Enquiry documents i.e., Sports Authority of India, SAI SAG Kishanganj

b. "Tender" means bids/quotations/Tender received from a Firm/Bidder.

c. "Bidder" means bidder/the individual or firm submitting bids/Quotations/Tender.

d. "Service provider" 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 SAI 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 confirm.

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 Bidders
- d. "GCC" means General Conditions of Contract
- e. "BG" means Bank Guarantee

2. Introduction

1.1 This Bidding Document is for Manpower Services as mentioned in Section – V – "SCOPE OF WORK."

1.2 This section (Section II - "Instruction to Bidders") provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids. It also includes the mode and procedure to be adopted by the bid inviting authority for receipt and opening as well as scrutiny and evaluation of Bids and subsequent placement of contract.

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

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 purchaser, shall be written in the English language. However, the language of any printed literature furnished by the Bidder in connection with its Bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the Bid, the English translation shall prevail.

4. Tendering Expenses

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

5. Local Conditions

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

B. PRE BID MEETING

6. Procedure for Pre-Bid meeting

- 6.1 A Pre-Bid conference will be held with the prospective Bidders for the purpose of holding technical & commercial discussions and providing clarifications by the Client. In the Pre-Bid

Conference, clarifications pertaining to technical, commercial and other issues regarding the items stipulated in the RFP may be required by the prospective bidders will be provided. The prospective bidders should on their own cost, attend the said conference on the date and venue.

- 6.2 Details of proposed/suggested variations/ deviations/ additions from the Bid specification/conditions, if any, should be clearly indicated while sending queries before Pre-Bid Conference. 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 client latest by up to 15.00 hours on next working day of the pre bid Meeting.
- 6.3 The SAI 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 SAI in this regard will be final.
- 6.4 After incorporation the amendments acceptable to the client, the RFP Document shall be frozen as per the details provided in RFP, through issuance of an Addendum (s) which can be downloaded from the e-procurement portal and website of SAI. The Bidder shall submit its Bid along with Bid documents including Addendum if any issued duly signed and stamped.
- 6.5 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.
- 6.6 No further suggestions for deviations/variations/ additions will be entertained after the Pre-Bid Conference.

C. BIDDING DOCUMENTS

7. Content of Bidding Documents

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

- | | | | |
|---|---------------|---|---|
| ➤ | Section II(A) | – | Instructions to Bidders (ITB). |
| ➤ | Section II(B) | – | Instructions for Online Submission of Bids. |
| ➤ | Section III | – | Qualification Criteria & Evaluation Criteria. |
| ➤ | Section IV | – | Bid Submission Forms. |
| ➤ | Section V | – | Scope of work. |
| ➤ | Section VI | – | General Conditions of Contract (GCC) . |
| ➤ | Section VII | – | Contract Forms. |

8. Amendments to Bidding Documents

- i) At any time prior to the deadline for submission of bid, the SAI may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid document by issuing suitable amendment(s) to it.
- ii) Such an amendment to the bid document will be uploaded on SAI website: www.sportsauthorityofindia.nic.in and Central Public Procurement (CPP) Portal of Government of India i.e. www.eprocure.gov.in only.

- iii) Prospective bidders are advised in their own interest to visit website of Sports Authority of India (SAI) and CPP Portal for any amendment etc. before submitting their bids.
- iv) In order to afford prospective bidders reasonable time to take into account the amendments in preparing their bids, SAI may, at its discretion, suitably extend the dead line for submission of bids.

9. Modifications/withdrawal of bids

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

10. Clarification of Bidding Documents.

- (i) A bidder requiring any clarification or elucidation on any issue of the Bidding Documents may take up the same with the bid inviting authority in writing (email Id - sainseccal.pers@rediffmail.com). The bid inviting authority will respond in writing to such requests provided the same is received till **09.08.2019 up to 03.00 P.M**, i.e., the next day of pre-bid Meeting.
- (ii) Any clarification issued by SAI in response to query (ies) raised by the prospective bidders shall form an integral part of bid document and it may amount to an amendment 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 (C) and also as per the instructions incorporated in the bid document.

D. PREPARATION OF BIDS

12. Documents Comprising the Bid

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

13. Technical Bid:

The Bidder shall submit the following documents (scanned copy) along with the submission of bid documents:-

- (i) Bid Security: Bid Security is to be furnished in accordance with clause 18 of ITB and bid submission as per form at Section IV (A). Alternatively, documentary evidence for claiming exemption, if any, from payment of Earnest Money.
- (ii) Self-attested ID proof, address proof, Pan Card and a recent passport size colored photograph of authorized representative.

- (iii) Certificate of Incorporation, Articles and Memorandum of Association in case of companies/Partnership Deed and Registration of Partnership Firm in case of Firms/Any document proving ownership of proprietary firm.
- (iv) Documents mentioned in the qualification criteria as per Section III (A).
- (v) National Electronic Fund Transfer (NEFT Form) as per Section IV- (E) for payment in Indian Rupee.
- (vi) Certificate of Chartered Accountant showing annual turnover for the last three financial years (2015-16, 2016-17 & 2017-18). Copies of Balance Sheet, Profit and Loss Account statement etc need not be enclosed.
- (vii) Income Tax returns filed for the last three financial years. (2015-16, 2016-17 & 2017-18).
- (viii) Goods & Services Tax Certificate.
- (ix) Valid PAN, ESI, PF registration with codes, TIN (Tax Payer Identification Number)/TAN.
- (x) Valid registration certificate with labor department under contract labor (Regulation and Abolition) Act, 1970.
- (xi) Undertaking by the bidder confirming availability of manpower of requisite, experience.
- (xii) Registration No. and Certificates for Shops & Establishment Act of the respective state, if applicable.
- (xiii) Solvency certificate of **Rs.04.00 lacs** issued by any schedule Bank.
- (xiv) Successful completion certificate issued by the officer not below the rank of Section Officer, of at least three similar works, each of value not less than 40% of the estimated cost put to tender or two similar works, each of value not less than 60% of the estimated cost, or one similar work of value not less than 80% of the estimated cost, all amounts rounded off to a convenient full figure, in the last 5 years ending on the last day of the month previous to the one in which the tenders are invited. These works should be carried out in Central/State Govt. Department/PSUs/Autonomous bodies or other similar organizations. "Similar work" means works mentioned in the section V - Scope of work.
- (xv) The bidder should not be debarred/blacklisted during the last three financial years. (Undertaking thereof)
- (xvi) The bidder should have a valid functional website showing their profile wherein the information relating to the contract including deployment of workmen and payment of remuneration as per minimum wages Act to them should be uploaded regularly, undertaking to be given.
- (xvii) Undertaking on non-judicial stamp paper that **"Staff deployed at the Centre in terms of this contract at all time will remain the employees of the agency exclusively and they shall not be entitled to claim employment or permanency of job in the Sports Authority of India or any other direct or indirect claim on SAI"**

Note:

- 1) *The bidding companies /firms /agencies are required to attest (self attestation) the scanned copies of documents, along with the bid, signed on each page with seal, to establish the bidders' eligibility and qualifications failing which their bid shall be summarily rejected and will not be considered. The bidders are responsible for what they attest and claim; if, later on, it is found that whatever has been attested by the bidder is not true/ correct, the company/ firm / agency of the bidder will render itself liable for punitive action including black- listing for purpose of procurement of any service (s), in addition to attracting penal provisions of the agreement.*
- 2) *The bidders shall execute necessary instrument and documents required by SAI in relation to the bidding documents and shall adhere to all notification/amendments as may be issued by the SAI from time to time. All costs (including taxes, stamp duties and registration charges if any shall be borne by the bidders)*
- 3) *The successful bidder shall provide necessary license from licensing authority for running the business at client's site.*
- 4) *The Technical bid shall not include any financial information. Such a bid shall be summarily rejected.*

14. Financial Bid: This should be uploaded online in the prescribed format as per Section IV (B) of bid document.

14.1 Price Schedule as per Section IV (B) should be filled up and BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder name and values only.

14.2 No condition shall be attached to the Financial Bid. Conditional bids shall be summarily rejected.

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

14.4 The authorized signatory of the Bidder must sign the Bid duly stamped at appropriate places and initial all the remaining pages of the Bid. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, SAI may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

14.5 A Bidder, who does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

14.6 All payments will be made through National Electronic Fund Transfer (NEFT)/RTGS System in Indian rupee. Bidders are required to fill and attach the NEFT Mandate Form attached as per Section-IV (E) along with their offers, if not already executed in SAI. Notification of Award will not be issued without NEFT Mandate Form.

Note: Bid sent by e-mail/fax/telex/cable/offline shall be ignored.

15. Bid Prices

15.1 The Bidder shall quote service charges under section IV-B and the **service charges** quoted by the Bidder shall remain firm and fixed during the currency of the contract.

15.2 Any other tax(s) (Except GST) , if applicable in respect of this contract shall be payable by the bidder and SAI will not entertain any claim whatsoever in respect of the same. However, in respect of GST, if payable, same shall be paid by the bidder to the concerned department on demand and it will be reimbursed to him by the SAI after satisfying that it has been actually and genuinely paid by the bidder.

Note: Bidders are requested to upload the "Technical Bid" and "Financial Bid" having the above mentioned documents online in the prescribed format.

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

18.1 The Bidder shall furnish Bid Security, for an amount as shown in the IFB in Section I. The Bid Security is required to protect SAI against the risk of the Bidder's unwarranted conduct as amplified under sub-clause 18.7 below. Non submission of bid security will be considered as major deviation and Bid without bid security will not be considered.

18.2 In case as per Notification of Government of India if 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.

18.3 The Bid Security shall be furnished in one of the following forms:

- (i) Account Payee Demand Draft
- (ii) Fixed Deposit Receipt
- (iii) Banker's cheque
- (iv) Bank Guarantee

18.4 ***The Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee should be issued by any of the Nationalized / Commercial Banks and it should be in favour of "SAI, SAG Centre Kishanganj" payable at "Kishanganj" as per the format specified under Section IV (C) of Bid Documents .***

18.5 ***The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the Bid. As validity period of Bid as per Clause of ITB is 180 days, the Bid Security shall be valid for 225 days (seven and half months) from Technical Bid opening date.***

18.6 **Unsuccessful Bidders' Bid Security will be returned to them without any interest, after expiry of the Bid validity period, but not later than thirty days after conclusion of the**

resultant contract. Successful Bidder's earnest money will be returned without any interest, after receipt of performance security from that Bidder.

18.7 Bid Security of a Bidder will be forfeited, if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid in any respect within the period of validity of its Bid without prejudice to other rights of the SAI. The successful Bidder's Bid Security will be forfeited without prejudice to other rights of SAI if it fails to furnish the required performance security within the specified period in addition to other rights and remedies as may be available to SAI.

18.8 Earnest Money is required to protect the SAI against the risk of the bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the SAI. The successful bidder's earnest money will be forfeited without prejudice to other rights of SAI if it fails to furnish the required performance security within the specified period.

19. Bid Validity

19.1 **The Bid shall remain valid for acceptance for a period of days (180) after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected.**

19.2 In exceptional cases, the Bidders may be requested by the Bid Inviting Authority to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid and they are also to extend the validity period of the Bid Security accordingly. A Bidder, however, may not agree to extend its Bid validity without forfeiting its Bid Security.

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

20. Signing of Bid

20.1 The Bidders shall submit their Bids as per the instructions contained in ITB.

20.2 Bid shall be signed by the bidder or by a person(s) who has been duly authorized to bind the bidder to the contract.

20.3 The bid shall be duly signed at the appropriate place as indicated in the Bidding Documents and all other pages of the Bid. The Bid shall not contain any erasure or overwriting. The letter of authorization shall be by a written power of attorney/Board Resolution, which shall also be furnished along with the Bid.

20.4 Bidding Document seeks quotation following Two Bid System, in two parts. First part will be known as 'Technical Bid', and the second part 'Price Bid' as specified in ITB.

E. SUBMISSION OF BIDS

21. Submission of Bids

- (i) Bids should be submitted on line as per the instructions given for online submission under Section II (B).

- (ii) Bids must be received by the SAI not later than the date and time prescribed in the bid document.
- (iii) SAI, at his 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 SAI and the bidders would automatically stand extended.
- (iv) Submission of more than one bid by the same bidder shall entail him for disqualification from participating in the bid process.

F. BID OPENING

22. Opening of Bids

- (i) The SAI will open the bids at the specified date, time and place as indicated in the IFB in **Section-I**. If due to administrative reasons the venue / date/ time of bid opening are changed, it will be uploaded on CPP Portal and on the SAI'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 SAI, 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 above will be as follows:-
 - a) **Technical Bids** will be opened in the first instance, at the prescribed date and time as indicated in **Section –I (IFB)**. These bids shall be scrutinized and evaluated by the SAI with reference to parameters prescribed in the Bid Document. During the Technical bid opening, the bid opening official(s) will read the salient features of the bids like brief description of the items offered, delivery period, Bid Security and any other special features of the bids, as deemed fit by them.
 - b) **Financial Bids** of only the technically acceptable bids / offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical Bid. The prices, special discount if any offered etc., as deemed fit by bid opening official(s) will also be read out.

G. SCRUTINY AND EVALUATION OF BIDS

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

- i) The SAI will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- ii) SAI will determine the responsiveness of each Tender to the TE Document without recourse to extrinsic evidence.
- iii) 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.
- iv) The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;
 - a) Qualification Criteria not enclosed.
 - b) Tender is unsigned.
 - c) Tender validity is shorter than the required period.
 - d) Required EMD (Amount, validity etc.)/exemption documents have not been provided.
 - e) Bidder has not agreed to give the required performance security.
 - f) Bidder has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
 - g) Poor/ unsatisfactory past performance.
 - h) Bidder has not quoted for the entire services as specified in the Scope of Work as well as in the Price Schedule.
 - i) Bidder has not complied with the requirement of Clauses of ITB.
 - j) The Bidder has quoted zero percent service charges. Zero per cent includes all derivatives of 0 up to 0.999.

25. Minor infirmity/irregularity/Non-conformity

If during the preliminary examination, the SAI find any minor infirmity and/ or irregularity and/ or non-conformity in a tender, the SAI will convey its observation on such 'minor' issues to the bidder by registered / speed post etc. asking the bidder to response by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

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 SAI feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- 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, subject to sub clause 31 of ITB.
- d) If, as per the judgment of the SAI, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by registered/speed post. If the bidder does not agree to the observation of the SAI, 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.

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

29. Contacting the SAI

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

H. AWARD OF CONTRACT

30. SAI's Right to accept any Bid and to reject any or all Bids

SAI reserves the right to accept in part or in full any Bid, or reject any or more Bid(s) without assigning any reason or to cancel the Bidding process and reject all Bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected Bidder or Bidders. The Bidder shall not challenge his disqualification and waives all its rights with this regard.

31. Notification of Award

- (i) The bidder whose bid has been accepted will be notified of the award by the SAI prior to the expiry of the bid validity period.
- (ii) Before expiry of the bid validity period, the SAI will notify the successful bidder in writing, by registered / speed post or by fax/ email that its bid for items, which have been selected by the SAI, also briefly indicating there-in, that the essential details like description and prices have been accepted. The successful bidder must furnish to the SAI the required Performance Security within **15 (Fifteen) 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 35 under Section VI.
- (iii) The Letter of Award (LoA) will state the sum that the SAI will pay to the successful bidder in consideration of the services to be provided by him.
- (iv) The details of award of work and name of the successful bidder shall be mentioned on the CPPP and also in the notice board/bulletin/website of SAI.
- (v) Notification of Award shall constitute the conclusion of the Contract.

32. Issue of Contract

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

33. Variation of quantities at the time of award

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

34. **Annulment of Award**

Failure of the successful bidder to comply with the requirement of signing an agreement with the SAI and furnishing Performance Security as per clause 35 of Section VI shall constitute sufficient ground for annulment of the award and forfeiture of bid security.

35. **Termination of Contract**

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

36. **Disqualification**

SAI 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 SAI**

Failure of the successful Bidder in providing Performance Security and / or returning Contract copy duly signed in terms of ITB clauses 19 above shall make the Bidder liable for forfeiture of its Bid Security and, also, for further actions by the SAI against it including termination on default and other administrative actions as deemed fit by the SAI.

38. **Corrupt or Fraudulent Practices**

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

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

39. **Conflict of Interest among bidders/agents**

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

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or

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

SECTION – II (B)

INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

1. REGISTRATION

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

- (vi) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2. SEARCHING FOR TENDER DOCUMENTS

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

3. 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 / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- (iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

4. SUBMISSION OF BIDS

- (i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (ii) The bidder has to digitally sign and upload the required bid documents one by one as indicate in the tender document.
- (iii) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- (iv) Bidder should prepare the 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 uploaded bid will be rejected.
- (v) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission on the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- (vi) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (vii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (viii) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.
- (ix) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

5. ASSISTANCE TO BIDDERS

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender.

- (ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The Contract number for the helpdesk is 1800 3072 2232. Foreign bidder can get help at +91-7878007972, +91-7878007973.

SECTION – III

(A) QUALIFICATION CRITERIA

Bid Reference No. Manpower /2019-20/IFB-003

Sl. No.	Qualification Criteria
1.	The bidder must be a company/firm/sole proprietor registered in India from last <u>Five</u> years as on the bid submission date. Enclose copy of the certificate of incorporation/ registration.
2.	Satisfactory completion of at least three similar works , each of value not less than 40% of the estimated cost OR two similar works , each of value not less than 60% of the estimated cost, OR one similar work of value not less than 80% of the estimated cost, all amounts rounded off to a convenient full figure, in the last 5 years ending on the last day of the month previous to the one in which the bid is invited. These works should be carried out in Central/State Govt. Department/PSU/Autonomous bodies.
3.	Average annual financial turn-over should be Rs 05 lakhs during the immediate last three consecutive financial years

02. In support of above, the Bidder shall furnish self attested copy of the required documents, Performance Statement is to be as per Performa in Section-III 'B'.
03. Requirement of self attested copy of the documents as listed at Para 6 of Section II(ITB) is also a part of the qualification criteria.

SECTION – III

(B) 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 worked : _____

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 indicating reasons for delay if any	Are the services provided Satisfactorily?
					As per contract	Actual		
1	2	3	4	5	6	7	8	9

Signature and seal of the Bidder

Note: SAI reserves the right to ask the bidder to furnish copies of orders and satisfactory completion certificate in respect of works detailed in above statement or any other documents as may be required.

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; 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 Para 13 of section II (ITB) of the bid document.
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 overall LI out of responsive bids. Basis of ranking will be the service charges quoted by the bidder. In case, the two or more firms offer the same service charges, successful bidder will be the one whose average annual turnover during last three years is higher than the other competitor (s).
6. Offers with service charges as 0 values will be treated as unresponsive. Zero percent includes all derivatives of 0 up to 0.9999.

SAI SAG KISHAN GUNJ

7. SECTION - IV

(A) BID SUBMISSION FORM

Date_____

To

Sports Authority of India
SAI ,SAG Kishanganj

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 Man Power Staff (*Description of services at Section V*) 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 35, in Section - VI for due performance of the contract.

We agree to keep our Bid valid for acceptance for 180 days or for subsequently extended period one year, 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 workers as indicated in the Bid Documents for Man Power Staff as per terms & conditions of the bid document.

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

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

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

We agree to keep the SAI indemnified of any claim/damages, if any that SAI may have to pay with respect to the service and the deployment of any of our workers for SAI'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 SAI who is connected with the award and execution of the contract.

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

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

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

[Name & address]

SECTION-IV
(B) PRICE SCHEDULE
SCHEDULE OF RATES (PRICE BID)
Percentage BOQ

Tender Inviting Authority:

Name of Work:

Contract No:

Name of the Bidder/Bidding

Firm/Company:	
---------------	--

(This BOQ template must not be modified /replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidders Name and Values only.)

NUMBER	TEXT	NUMBER	TEXT	NUMBER	NUMBER	TEXT
Sl.No	Item Description (Description of Manpower)	Quantity	Units	Rate/ Wages per month per person including PF, ESI excluding GST Rs P	Total amount per month per person including PF, ESI excluding GST (Rs P)	Total Amount in words
1.	Computer Data Operator	1.00	one	16,868.00	16,868.00	Rupees Sixteen Thousand Eight Hundred and Sixty Eight only.
2.	Cleaning & Scavenging	1.00	one	11,939.00	11,939.00	Rupees Eleven thousand Nine Hundred and Thirty Nine only.
3.						
4.						
5.						
TOTAL					28,807.00	Rupees Twenty Eight Thousand Eight Hundred and Seven only.
Quoted Rate in Figures		SELECT				
Quoted Rate in words						

*****Financial Bid to be filled up in the given BOQ attached with the tender. The BOQ shall be read along with terms and conditions given below.**

NOTE:-

1. Bid evaluation shall be on the basis of the service charges quoted.

2. The successful bidder will be the one who emerges overall LI out of responsive bids. Basis of ranking will be the least service charges quoted. In case, the two or more firms offer the same service charges, successful bidders will be the one whose average annual turnover for last three years is higher than the other competitor (s).
3. Rates quoted by the firm under column (6) of section-IV B is to be paid to the outsourced employees.
4. Rates for PF for all Categories of employees taken on maximum amount up to Rs15000/- @13%.
5. Rates for ESI for employees taken whose wages below Rs21000/-per month.
6. Rates quoted will include all statutory obligations of the bidder under Minimum wages Act, Contract Labour (R& A) Act, paid leave as per Contract Labour Act, cost of uniform of personnel to be provided, all kinds of taxes, Bonus etc.
7. Rates quoted will be for per shift of eight hours (excluding lunch hour) per person per day.
8. Revision of wages in respect of all categories of employees shown under Part-A in Section V, "Scope of Work" will be revised upwards only as & when SAI, HO, New Delhi notifies.
9. If minimum wages is revised by the Central Government in respect of employees shown under Part-B In Section V, "Scope of Work" the incremental wages, if applicable will be paid.

10. Contractor's service charges shall be inclusive of all the incidental charges, if any involved in successful completion of the work as per scope defined in the bid document.
11. All levies/taxes/duty etc other than GST Service Tax shall be assumed to be mandatorily included in the service charges.
- 12. GST/Service tax, if applicable, EPF & ESI shall be reimbursed on production of proof of payment to Government, after exercising all due checks. The contractor has to provide unique number allotted by Employees Provident Fund Organization (EPFO) and Employees State Insurance (ESI) to each of the manpower deployed and the amount deposited through Challan with the statutory agency concerned. On the basis of such information SAI will reimburse such amount to the contractor in subsequent months. If such information along with supporting documents (Challan) is not submitted, SAI reserves the right to withhold such amount claimed by the contractor in the subsequent months.**
- 13. The contractor will have to pay minimum wages as notified by the Central Govt. under minimum Wages Act through electronic mode. SAI, as Principal Employer reserves the right to call for such details in order to verify the compliance and no charges should be recovered from employer.**
- 14. Non-compliance of the above requirements/provisions will amount to breach of the terms and conditions of the contract.**
15. BOQ template must not be modified /replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder name and values only.
- 16. Bid evaluation shall be on the basis of the service charges. Unreasonably low quoted (below 1 percent) will be treated as non-responsive.**
- 17. The actual number of the Manpower to be deployed will be as per Section V(scope of works) and conveyed in the notification of award.**

18. The qualification and its related document are duly authenticated by the service provider/ contractor. In case of any fraud, misrepresentation etc. the contractor can be held liable the penalized for the same.

SECTION –IV

(C) 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 SAI's Bid Reference No. _____ Know all persons by these present that we _____ of _____ (Hereinafter called the "Bank") having our registered office at _____ are bound unto _____ (hereinafter called the "SAI Public Account , payable at Kishanganj) in the sum of _____ for which payment will and truly to be made to SAI Public Account, payable to Kishanganj , 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 SAI Public Account, payable at Kishanganj during the period of its validity:-
 - a. Fails or refuses to furnish the performance security for the due performance of the contract.

Or

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

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

This guarantee will remain in force for a period of forty-five days after the period of Bid validity of 180 days i.e. for 225 days (180 days + 45 days) from the date of Bid Opening and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)

Name and designation of the officer

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

SECTION IV

(D) Letter of Authorization for attending bid opening Meeting

Tender No.-----

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

Following persons are hereby authorized 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 authorized 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 authorization as prescribed above is not recovered.

SECTION – IV

(E) NEFT MANDATE FORM

From: M/s. _____

Date: _____

To Centre In-Charge
Sports Authority of India,
SAI , SAG Centre, Red Cross Building,
Khagra, Kishanganj (855107)

Sub: NEFT PAYMENTS

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

NATIONAL ELECTRONIC FUNDS .TRANSFER MANDATAE FORM

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

[Signature with date, name and designation]

For and on behalf of Messrs _____

[Name & address of the manufacturers] Confirmed by Bank:]

Enclose a copy of Crossed Cheque.

**SECTION –V
SCOPE OF WORK**

(This is an Illustration only- detailed scope of work as per site requirement to be given by the Respective center)

The contractor has to provide the Manpower Services in the Sports Authority of India, SAG Centre Kishanganj for the period of one year as per the requirement given below:

Category and Qualification:

Computer Data Operator	Experience- Working Experience of DCA one year. Age- Not more than 50 Years.
Cleaning & Scavenging	Experience- Working Experience of Cleaning and Scavenging. Age- Not more than 50 Years.

Note: Manpower requirement as shown above is tentative and may vary at a later stage. Manpower Agency may require deploying additional manpower on demand from the Category mentioned under “Scope of work” in Section -V

Date

(Name & signature of Bidder)
With stamp of the firm

SECTION-VI

GENERAL CONDITIONS OF CONTRACT

1. The manpower staff provided shall be and remain the employees of the Contractor for all purposes and all statutory liabilities shall be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc. ***Charges on account of PF & ESI will be reimbursed by SAI against paid challans & ensuring that the amount in question has actually been paid to respective PF & ESI Office.*** The list of staff going to be deployed shall be made available to the Department and if any change is required on part of the Department fresh list of staff shall be made available by the agency after each and every change.

The rates mentioned by the contractor include all extant statutory liabilities including. "E.S.I., P.F.", Bonus etc.
2. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labor Act, Minimum Wages as Per Central Government Rule and Contract Labor (Regulation & Abolition Act 1970 , EPF etc. With regard to the Manpower staff engaged by him for works. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the Department and to the Labor department.
3. **GST/Service tax, if applicable, EPF & ESI shall be reimbursed on production of proof of payment to Government, after exercising all due verification/checks. The contractor has to provide unique number allotted by Employees Provident Fund Organization(EFPO) and Employees State Insurance(ESI) to each of the manpower deployed and the amount deposited through Challan with the statutory agency concerned. On the basis of such information SAI will reimburse such amount to the contractor in subsequent months. If such information along with supporting documents (Challan) is not submitted, SAI reserves the right to withhold such amount claimed by the contractor in the subsequent months.**
4. **The contractor will have to pay minimum wages as notified by the Central Govt. under minimum Wages Act through electronic mode to MTS (Plumber) Skilled mentioned in Schedule IV. SAI, as Principal Employer reserves the right to call for such details in order to verify the compliance and no charges should be recovered from employer.**
5. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month. Giving particulars of the employees engaged for the Department works, is required to be submitted to the Department. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time Department is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract with RPFC, with an advice to RPFC, duly furnishing particulars of personnel engaged for the Department.
6. **The antecedents of Manpower staff deployed shall be got verified by the contractor from local police authority and such verification report/proof and an undertaking in this regard to be submitted to the department within a month and department shall ensure that the contractor complies with the provisions.**

7. **The Contractor will install a Biometric machine in the office to maintain the attendance of the personnel deployed in the office. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor has to give an undertaking regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards. The payment to the personnel shall be made through their respective bank accounts.**
8. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
9. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the Department.
10. **Bid evaluation shall be on the basis of the service charges/commission quoted. Unreasonably low quoted (below 1 percent) will be treated as non-responsive.**
11. The manpower staff shall not accept any gratitude or reward in any shape.
12. Under the terms of their employment agreement with the Contractor the Manpower staff shall not do any professional or other work for reward or otherwise directly or indirectly, except for and on behalf of the Contractor.
13. That in the event of any loss occasioned to the Department, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the Department, the said loss can claim from the contractor up to the value of the loss. The decision of the Head of the Department will be final and binding on the agency.
14. The contractor shall do and perform all such Manpower Services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the Department may issue from time to time and which have been mutually agreed upon between the two parties.
15. The Department shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and it reserves the right, in its sole discretion, to effectively ask the contractor to replace any or all the Personnel/s on any ground, whatsoever. The Contractor also agrees to provide any additional Personnel/s (at the same prevailing rates) or reduce the existing strength of Manpower Personnel as and when the Department desires the contractor to do so. The Department will decide the strength and duties of Personnel/s according to its needs from time to time in its sole discretion.
16. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff/officers and should project an image of utmost discipline. The Department shall have right to have any person moved in case of staff/officers complains or as decided by representative of the Department if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.
17. **Normally the office hours of manpower staff shall be 9:30 to 6:00 P.M from Monday to Friday with lunch break of half an hour from 1:30 to 2:00 P.M. But duty hours of manpower are also be changeable and shall be fixed by the Department/Section from time to time depending upon the requirements. The attendance of the persons will be on the attendance register supplied by the Agency. In case the working hours of an individual in a week fall short of 42:30 hrs (including 30 Minutes Lunch time), deduction of wages shall be made proportionately.**
18. **The payment will be made at the end of every month within 07 days after submission and verification of the bill, based on the actual shift manned/operated by the personnel supplied by the contractor and based on the documentary proof jointly signed by the**

representative of the Department and the contractor/his representative/personnel authorized by him. No other claim on whatever account shall be entertained by the Department.

19. (a) In case any of contractor's personnel(s) deployed under the contract is (are) absent, a penalty equal to one day wages of number of Manpower staff absent on that particular day shall be levied by the Department and the same shall be deducted from the contractor's bills.
 - (b) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point 17 shall be levied.
 - (c) In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel, a penalty of Rs. 100/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be removed from the Department system immediately.
20. In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, Department reserves the right to impose the penalty as detailed below:-
- i) 1% of cost of order/agreement per day subject to 10% for ten days delays;
 - ii) After ten days delay the Department reserves the right to cancel/terminate the contract besides other rights and remedies as may be available to the Department. The contractor shall be black listed from participating in such type of tender and his Performance Security may also be forfeited /invoked, if so warranted.
21. The contractor shall ensure that its personnel shall not at any time, without the consent of the Department in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the Department and shall not disclose to any information about the affairs of Department. This clause does not apply to the information, which becomes public knowledge.
22. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/ fines. The concerned contractor's personnel shall attend the court as and when required.
23. If the contractor is a partnership of two or more persons, all such persons shall be jointly and severally liable to the Department for the fulfillment of the terms of the contract.
- Such persons shall designate one of them to act as leader with authority to sign. The partnership shall not be altered without the approval of the Department.
24. **The initial period of contract shall be 12 months/01 year from the date of the commencement (as mentioned in Notice to Proceed) which can be extended further subject to satisfactory performance and mutually agreed upon by the contractor and SAI.**
25. During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the Department shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee. Contract can be terminated by the competent authority at any time without assigning any reasons and in such circumstances the service provider has to withdraw his manpower forthwith.
26. The Department is not liable to pay or incur any other sum or expenses of the contractor or it's Personnel/s.

27. **The contractor shall duly and timely make the payments to the workers and shall provide a proper report to the Department ensuring and evidencing that all the Personnel/s working at the premise of the Department have been made payment as due to them.**
28. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim thereof is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Department may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable/deductible by the Department from the contractor.
29. If any money shall , as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Department, such money shall be deemed to be payable by the contractor to the Department within seven days. The Department shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security. The Performance security shall be immediately replenished by the contractor in the event of invocation of performance security. The contractor shall not engage any such sub contractor or transfer the contract to any other person in any manner.
30. Manpower staff shall be engaged by the contractor only after prior written approval of SAI and the contractor shall ensure that the person/s engaged by it shall not take part in any staff union and association activities.
31. The SAI shall not be responsible for providing residential accommodation to any of the employee of the contractor.
32. The Contractor has to provide an undertaking that SAI shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The workers of contractor shall have no claim to be regularized in the services of SAI. The Department does not recognize any employee employer relationship with any of the workers of the contractor.
33. If as a result of post payment audit any overpayment is detected in respect of any work done by the contractor or alleged to have done by the agency under the tender, it shall be recovered by SAI from the contractor.
34. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over when ever required by the Department etc.
35. **Contractor is required to deposit an amount of Rs. 20,400/-(Rupees -Twenty Thousand and Four Hundred only.--) not less than 5% of the cost of Rupees. 4,07907/--) towards Performance security deposit at the time of award of contract within stipulated time 21 days failing which Bid Security will be forfeited and award to be cancelled if his / her offer is accepted. In case of premature termination of the contract by either side, the Performance security deposit will be forfeited. The security deposit can be in the form of Account Payee Demand Draft or Fixed Deposit Receipt drawn from any **Nationalized Bank** in India or Bank Guarantee issue by **Nationalized Bank** in India The Performance Security should remain valid for sixty days beyond expiry date of the contract.**
36. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same.
37. Disclaimer: The near relatives of employees of the Department are prohibited from participation in this tender. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family
- (b) Their Spouse.
- (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

The contractor hereby represents and declares to the Company that: -

- (a) It has, in its own employment, the desired number of Personnel/s of appropriate health and fitness standards, bonfires, integrity, good character, where appropriate payments and wages etc., including various lawful facilitations and benefits etc. are directly being paid to them by the contractor and the contractor shall continue to observe the same during subsistence of this contract.
- (b) It has obtained / procured / complied with all applicable permissions, insurance of the Personnel/s, licenses, clearances and/or no objections etc., if any, as required for providing desired Services to the Department.
- (c) It will depute the desired and specified Personnel/s only after their comprehensive verifications, due formalities and the approval thereof by the Department.
- (d) It will comply with and fully observe all applicable rules, regulations, norms as well as directions issued by the Department from time to time for its due performance and obligations.
- (e) It will ensure that it's Personnel/s duly and spiritedly adhere to the due discipline and timings and directions etc., as prescribed by the Department, from time to time.
- (f) **It will ensure all and timely compliance of payments, facilitations and benefits etc. to its Personnel/s and Statutory Authorities etc., as applicable, such as salary, wages, perks, allowance, E.S.I., P.F., insurance premium etc. This agreement shall in no manner create/confer any employer-employee relationship between the SAI and the Personnel/s provided by the contractor. All Statutory deduction/contribution shall be made as applicable.**

The contractor hereby undertakes to ensure that all its Personnel/s placed in the Department's premises must perform their duties dedicatedly, diligently and efficiently.

The Department reserves the right to terminate this contract by giving 01 (One) month notice in writing to the Contractor. Howsoever, notwithstanding anything contained in this agreement the Department reserves the right to terminate this contract midway at any time by giving an immediate notice if the Services are found to be below mark or due to any other reasons whatsoever.

- 38. The contract shall nominate a Coordinator who would be responsible for immediate interaction with the SAI so that optimal services of the person deployed by the agency could be availed without any disruption.
- 39. If dispute or difference of any kind shall arise between the Department 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.
- 40. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the Department or the contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India as amended in 2015 . In the case of a dispute or difference arising between SAI/

Department and contractor relating to any matter arising out of or connected with the Contract, such dispute or difference shall be referred to the sole arbitration, appointed to be the arbitrator by the Director, Sports Authority of India, Kolkata. The award of the arbitrator will be final and binding on the parties to the Contract.

41. Venue of Arbitration: The venue of arbitration shall be the place from where the Contract has been issued.
42. The Court of Kolkata will have the exclusive jurisdiction to try the disputes.
43. The Contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.
44. **The disbursement of salaries/dues of the person deployed will be through RTGS/NEFT by 10th of every month, failing which a penalty of Rs. 500/- for per day till payment release shall be levied and the same shall be deducted from contractor's bill. The proof of the disbursement of salary in individually to be attached with bill.**
45. Number/Category of staff as mentioned above to be engaged is subject to increase or decrease as per the requirement of the department.
46. The payment to the engaged manpower staff will be subject to satisfactory performance of the Manpower staff to be certified by the Officers/Sections, where they are engaged. Bills of the month will be paid in the following month only after submission of Bio metric attendance sheet duly certified by the I/C of respective sections of the month the bill is claimed.
47. No medical facilities or reimbursement thereof will be provided by this office. Person engaged on outsourcing will be entitled for **08 days casual leave proportionality** in a calendar year.
48. The award of the contract will be subject to the fulfillment of the conditions laid down in **Rule 157, 158 and 160 of GFR, 2017** as amended from time to time.
49. Penalties: The penalties to be imposed on violation of terms and conditions of agreement as mentioned in the above terms & conditions are listed at one place.
50. Honorarium is not admissible to the contractual employees. The personnel so engaged should not claim for permanent employment in SAI, and in no way they should claim for the benefits on par with regular employees of SAI.
51. Prohibition of sub-contract: The Contractor shall not appoint any sub contractor for this work under any circumstances. During the currency of the Contract, the selected Agency shall not transfer its right to any other party/firm except with the prior permission of SAI NSEC Kolkata. The SAI NSEC Kolkata reserves its right to reject any such request without assigning any reason

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

SECTION-VII

Form of Contract Agreement

For providing Manpower Services

Between

Sports Authority of India (SAI)

And

[Name of Agency]

Dated

SAI SAG KISHANGANJ

(A) CONTRACT AGREEMENT FORM

This agreement is made this day.....day of2019 BY AND BETWEEN the _____, Sports Authority of India acting through <<Insert Name and Designation>>, Sports Authority of India, a Society registered under Societies Registration Act, 1860 having its Regional office at Kolkata-700106 (herein after referred to as "SAI" which expression shall unless repugnant to the context or meaning thereof, includes its successor-office and assigns) of the ONE PART:

AND

(Name of Company) having its registered office at (Address of the Company), represented through <<Insert Name and Designation>> who is duly authorized to execute this Agreement) hereinafter referred to as 'Supplier' which expression shall unless repugnant to the context or meaning thereof, includes its successor- office and assigns) of the SECOND PART:

WHEREAS the firm shall and will execute the works details of which are given in clause I of Section I to this office

Bid reference No.....datedat the rate quoted by the firm vide their proposaldated..... and as per all the terms and conditions given in Invitation for Bid (IFB) dated.....and the Bid Document for providing Manpower Services which shall become part and parcel of this agreement.

That the bidder would raise demand and the payment shall be done in accordance with the relevant Clause of this Contract

The Performance Security would be en-cashed by "SAI, Public Account " payable at Kolkata in case the firm fails to deliver services to the extent as stipulated in the contract and/or breaches of any of the terms and conditions of this contract.

Signatory on Behalf of Sports Authority of India

Signatory of Manpower Agency

(Signature, name and address

(Signature, name and address)

Of the Sports Authority of India's authorized official)

Designation and Seal.

For and on behalf of Director General, Sports Authority of India

Received and accepted this contract

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 Notification of Award]

And Contract No. _____

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

Beneficiary: SAI, NSEC, Calcutta, _____

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number]

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

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

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

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

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

[Signatures of authorized representatives of the bank and the Supplier]

DECLARATION

1. I,----- Son/ Daughter / Wife of Shri -----
Proprietor / Director /authorized signatory of the Service Provider, mentioned above, am
competent to sign this declaration and execute this tender document:

2. I have carefully read and understood all the terms and conditions of the tender and
undertake to abide by them;

3. The information/ documents furnished along with the above application are true and
authentic to the best of my knowledge and belief. I/We, am/ are well aware of the fact that
furnishing of any false information / fabricated document would lead to rejection of my
tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Date:

Name:

Place:

Seal:

Note: - The same to be furnished on company letter head.

CHECK LIST

[To be filled up by the concerned Firm]

NAME OF BIDDER:

Sl No	Activity	Yes/No/NA	Page No. in the TE Document	Remarks
1. a)	Have you enclosed EMD of required amount for the quoted schedules?			
b)	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per clause 18 of ITB?			
c)	In case Bank Guarantee is furnished, have you kept its validity of 225 days from Techno Commercial Tender Opening date as per section 18.5 of IFB?			
2.	Have you enclosed duly filled Tender form as per format in Section IV (A)?			
3.	Have you enclosed Letter of Authorization for attending bid opening Meeting?			
4.	Have you submitted satisfactory performance certificate as per criteria stipulated in Section III(A) ?			
5.	Have you submitted copy of the order(s) and end user certificate?			
6.	Have you filled up all the column in the price schedule as per Section IV (B)?			
7.	Have you intimated the name and full address of your Banker(s) along with your account Number as per Section-IV-(E) of TE documents?			
8.	Have you submitted the certificate of incorporation, Articles and Memorandum of Association of a Company or Deed of Registration of Partnership Firm?			
9.	Have you furnished documents establishing your eligibility & qualification criteria as per the Section III(A) of TE document?			
10.	Have you furnished			

	Certificate of Chartered Accountant showing Annual Turnover for last three financial years as per TE document?			
11.	Have you furnished Income Tax return for last three years?.			
12.	Have you furnished GST registration certificate?			
13.	Have you furnished ESI, PF Registration with codes, TIN/TAN.			
14.	Have you furnished valid Contract Labour Licence issued by the competent licensing officer for executing such work through contract labour in an establishment?			
15.	Have you furnished Solvency Certificate of Rs 05 Lakh issued by any Schedule Bank?			
16.	Have you furnished an Undertaking confirming availability of manpower of requisite experience?			
17.	Have you furnished an undertaking on non-judicial stamp paper that "Staffs deployed at SAI, NSEC, Kolkata will remain the employees of the Agency exclusively, and they shall not be entitled to claim employment or permanency of job in the Sports Authority of India or any other direct or indirect claim on SAI?			
18.	Have you furnished an undertaking of having a valid functional website showing profile of the firm wherein the information relating to the contract including deployment of workmen and payment of remuneration as per Minimum Wages Act to them should be uploaded regularly. (As per Section II(D),Preparation of Bids, Para-13 (xvi)			

N.B

1. All pages of the Tender should be page numbered and indexed.

2. The bidder may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may filled up as NA.
3. It is responsibility of bidder to go through the TE documents to ensure furnishing all required documents in addition to above, if any

(Signature with date)

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

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

SAI SAG KISHANGANI