



SPORTS AUTHORITY OF INDIA

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**Open Tender Enquiry for
Procurement of Horticulture Services
FOR
SAI CRC Bhopal
On E- Tender Basis**

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DISCLAIMER

This RFP is being issued by Sports Authority of India (SAI) for procurement of Horticulture 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 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 BID (IFB)

Sports Authority of India, Central Regional Centre, Bhopal (SAI/Purchaser), for and on behalf of the Competent Authority, Sports Authority of India, invites online bids (**manual bids shall not be accepted**) in single stage on two bid system for procurement horticulture services as below:-

Bid Reference No. 444/SAI/RDCC/Horticulture/2020	
Brief Description of Work	Amount of Bid Security in Rs.
Work of Horticulture Services	Rs.1,65,000/-

Scanned copy of Bid Security is to be uploaded online and Hard copy of the same must be sent to the Office of Regional Director (I/c), Sports Authority of India, Central Regional Centre, Bhopal on or before Bid Submission Date & Time as mentioned in Critical Date Sheet.

CRITICAL DATE SHEET

Date of publish of RFP on e-procurement portal of CPP	21.09.2020 (06:55 PM)
Start date of downloading of document	21.09.2020 (06:55 PM)
Date and time of pre bid conference*	05.10.2020 (11:00 AM)
Last date for submission of queries/ clarification made during the pre bid conference in writing **	05.10.2020 (11:00 AM)
Bid submission start date	21.09.2020 (06:55 PM)
Last Date and Time of uploading/submission of Bids	12.10.2020 (04:00 PM)
Bid Validity Period	180
Opening of Techno-Commercial Bid (Bid 1)	13.10.2020 (04:00 PM)
Opening of Price Bid (Bid 2)	To be informed separately

*** Venue of pre bid conference: Office of SAI CRC Bhopal.**

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

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

2. Bids shall be submitted online only at CPP website: <http://eprocure.gov.in/eprocure/app> Tenderers/Bidders are advised to follow the instructions provided in the **Section-II** for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>
3. Tenderer who has downloaded the tender from the Central Public Procurement Portal (CPP) website <http://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 if the same is found to be tempered/modified in any manner**, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with SAI.
4. Intending tenderers are advised to visit Again CPP website <http://eprocure.gov.in/eprocure/app> and SAI website www.sportsauthorityofindia.nic.in at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.
5. **Manual bid will not be accepted.**

(Manjushree Dayanand)
Regional Director (I/c)
SAI CRC Bhopal

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. **“SAI”** means the organization purchasing goods and services as incorporated in the Tender Enquiry documents i.e, Horticulture Services.
- 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/company 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 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

2. Introduction

- 2.1 This bid document is for procurement of items as mentioned in **Section –V “Scope of Work.**
- 2.2 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 the Purchaser for receipt and opening of bids as well as scrutiny and evaluation of bids and subsequent placement of contract.
- 2.3 Before formulating the bid and submitting the same to the Purchaser, 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 SAI, 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 the same. The purchaser 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 Local Condition

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 Pre-Bid Meeting

- 6.1 A Pre-Bid meeting will be held with the prospective Bidders for the purpose of holding technical & commercial discussions and providing clarifications by SAI. In the Pre-Bid meeting, clarifications pertaining to technical, commercial and other issues regarding the services 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 meeting 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 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_ hours on next working day of the pre bid meeting.
- 6.3 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.
- 6.4 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 e-procurement portal and website of SAI.
- 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 meeting.

(c) 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	Instructions to Bidders (ITB)
Section II	Instructions for Online Submission of Bids.
Section III	Qualification Criteria & 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 Documents

- 8.1 At any time prior to the deadline for submission of bid, the Purchaser 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.
- 8.2 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.
- 8.3 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.
- 8.4 In order to afford prospective bidders reasonable time to take into account the amendments in preparing their bids, SAI may, at its discretion, suitably extend the 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 Bid Documents

- 10.1 A bidder requiring any clarification or elucidation on any issue in respect of the bid document may take up the same with the Purchaser in writing. The Purchaser will respond in writing to such request provided the same is received (by the Purchaser) not later than 15 days prior to the prescribed original date of submission of bid.
- 10.2 Any clarification issued by Purchaser 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.

(d) PREPARATION OF BIDS**12 Documents comprising the bid**

The documents as detailed in Clause 13 and 14 of ITB i.e., Technical Bid and Financial Bid shall comprise the bid:-

13 Technical Bid

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

- 13.1 Bid Security: Bid Security is to be furnished in accordance with **clause 18 of ITB** and bid submission as perform at Section IV (A). Alternatively, documentary evidence for claiming exemption, if any, from payment of Earnest Money.
- 13.2 Self-attested ID proof, address proof, Pan Card and a recent passport size colored photograph of authorized representative.
- 13.3 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.
- 13.4 Documents mentioned in the qualification criteria as per Section III (A).
- 13.5 National Electronic Fund Transfer (NEFT Form) as per Section IV- (E) for payment in Indian Rupee.
- 13.6 Certificate of Chartered Accountant showing annual average turnover of Rs.65.00 Lakh in Horticulture service for the last three financial years 2017-18, 2018-19 & 2019-20. (If accounts for the year 2019-20 is not finalized, than 2016-17, 2017-18 & 2018-19 should be submitted)
- 13.7 Income Tax returns filed for the three Assessment years 2017-18, 2018-19 & 2019-20/2020-21.
- 13.8 Goods & Services Tax Certificate.
- 13.9 Valid PAN, ESI, PF registration with codes, TIN (Tax Payer Identification Number)/TAN, if applicable)
- 13.10 Valid registration certificate with labor department under contract labor (Regulation and Abolition) Act, 1970
- 13.11 Undertaking by the bidder confirming availability of manpower of requisite, experience.
- 13.12 Registration No. and Certificates for Shops & Establishment Act of the respective state, if applicable.
- 13.13 Solvency certificate of verified by his Banker
- 13.14 The bidder should not be debarred/blacklisted during the last three financial years. (Undertaking thereof)
- 13.15 All pages of the Bid should be page numbered and indexed.

Note-

- 1) *The bidding companies /firms /agencies are required to attest (self attestation) the scanned copies of documents, along with the bidding document, 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 **BoQ** format.

- 14.1 The Bidder shall quote for all the components of items specified in the price schedule provided under **BoQ** with details of the cost per persons required as per **Annexure -I** of **BoQ**. All the columns shown in the price schedule should be filled up as required.
- 14.2 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 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 No condition shall be attached to the Financial Bid. Conditional bids shall be summarily rejected.
- 14.3 It is the responsibility of Bidder to go through the Bidding Document before offering rates as per price schedule.
- 14.4 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 SAI. Notification of Award will not be issued without NEFT Mandate Form.

15 Firm Price

- 15.1 The prices quoted by the Bidder shall remain firm and fixed during the currency of the contract. However, if minimum wages of the workers is revised by the Government after last date of submission of the offers including currency of the contract, the same will be reimbursed on actual basis.
- 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" having the above mentioned documents online in PDF format and "Financial Bid" must be upload online in BoQ (MS Excel) 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/Earnest Money Deposit (EMD)

- 18.1 **EMD/ Bid Security:** Bidder should furnish an EMD of an amount of **Rs.1,65,000/- (Rupees one lakh sixty five thousand only)**. This EMD should be submitted in sealed envelope superscribed as EMD & Tender No. 444/SAI/RDCC/Horticulture/2020 dated **21.09.2020.** on or before last date & time of submission of bids. In the absence of EMD, the tender will be rejected. In the event of the awardee bidder backing out, EMD of that bidder will be forfeited.

This envelope having EMD/Exemption certificate should reach to the Office of Regional Director (I/c), Sports Authority of India, Central Regional Centre, Gram Gora, Bishenkeri, Post Suraj Nagar, Bhopal, Madhya Pradesh Pin-462044 on or before last date & time of submission of bid , i.e. on or before 04:00 PM 12.10.2020.

- 18.2 The Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee shall be drawn on any Commercial Bank in India, in favour of the "**Regional Director, Sports Authority of India**", payable **at Bhopal**. 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.
- 18.3 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 from any of the commercial banks (as per the format at Section IV-D)
- 18.4 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.
- 18.5 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 Technical Bid.
- 18.6 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.
- 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. Further, if successful bidder fails to furnish the required Performance Security and sign the contract / agreement within the period as specified by SAI in the Letter of Award (LoA), its Bid Security/EMD will be forfeited.

19 Bid Validity

- 19.1 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.
- 19.2 In exceptional circumstances, SAI may request the bidders' consent to extend the validity of their bids up to a specified period. The bidders, who agree to extend the bid validity period are to extend the same in writing. However, they will not be permitted to modify their original bids during the extended bid validity period.
- 19.3 In case, the day up to which the bids are to remain valid falls on a holiday or on a day declared as holiday or closed day for the SAI, the bid validity shall automatically be extended up to the next working day.

20 Signing of bids

- 20.1 The bidders shall submit their bids as per the instruction contained in ITB.
- 20.2 The tender shall be written in legible & indelible ink and the same shall be signed by the bidder or by a person (s) who has been duly authorized to bind the bidder to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the bid.
- 20.3 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.

(e) SUBMISSION OF BIDS**21 Submission of bids**

- 21.1 Bids should be submitted on line as per the instructions given for online submission under Section II (B).
- 21.2 Bids must be received by the SAI not later than the date and time prescribed in the bid document.
- 21.3 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.
- 21.4 Submission of more than one bid by the same bidder shall entail him for disqualification from participating in the bid process.

(f) BID OPENING**22 Opening of bids**

- 22.1 The SAI will open the bids at the specified date, time and place as indicated in the IFB in Section-I. If due to administrative reasons the venue / date/ time of bid opening are changed, it will be uploaded on CPP Portal and on the SAI's website.
- 22.2 In case the specified date of bid opening falls on a holiday or is subsequently declared a holiday or closed day for the SAI, the bids will be opened at the appointed time and place on the next working day.
- 22.3 Authorized representatives of the bidders, who have submitted bids on time may attend the bid opening provided they bring with them letters of authority from the corresponding bidders. Letter of authority for attending the bid opening meeting should be in the format placed at Section IV (F).
- 22.4 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

- 24.1 The SAI will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.

- 24.2 SAI will determine the responsiveness of each Tender to the TE Document without recourse to extrinsic evidence.
- 24.3 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.
- 24.4 The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;
- a) Qualification Criteria not enclosed
 - b) Bidding Document & Submitted documents 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 respond 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

- 26.1 If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the SAI feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- 26.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected, and
- 26.3 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.
- 26.4 If, as per the judgment of the SAI, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by registered/speed post. 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

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

29 Contacting the SAI

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

(h) AWARD OF CONTRACT

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

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

31 Notification of Award

- 31.1 The bidder whose bid has been accepted will be notified of the award by the SAI prior to the expiry of the bid validity period.
- 31.2 Before expiry of the bid validity period, the SAI will notify the successful bidder in writing, by registered / speed post or by CPP PORTAL/ email that its bid for items, which have been selected by the SAI, also briefly indicating there-in, that the essential details like description and prices have been accepted. The successful bidder must furnish to the SAI the required Performance Security within 14 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 19 under Section VI.
- 31.3 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.
- 31.4 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.
- 31.5 Notification of Award shall constitute the conclusion of the Contract.

32 Issue of Contract

- 32.1 Promptly after notification of award, the SAI will mail the Contract Agreement as per Section VII (A), duly completed and signed, in duplicate, to the successful bidder by registered / speed post.
- 32.2 The successful bidder shall return the original copy of the contract, duly signed and dated, to the SAI by registered/ speed post within 07 days from the date of issue of the contract.
- 32.3 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 20 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 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

(i) It is required by all concerned namely the Service provider/SAI 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 in executing the contract
- c) The SAI 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

39.1 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

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

2 REGISTRATION

2.1 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.

2.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

2.3 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.

2.4 During 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.

2.5 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.

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

3 SEARCHING FOR TENDER DOCUMENTS:

3.1 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.

3.2 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.

3.3 The bidder should make a note of the unique Tender ID assigned to each tender, in case if they want to obtain any clarification / help from the helpdesk may use it.

4 PREPARATION OF BIDS:

4.1 Bidder should take into account corrigendum published on the tender document before submitting their bids.

4.2 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.

4.3 Bidder, in advance, should get ready the technical bid documents to be submitted as indicated in the tender document, **they should be in PDF format**. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

- 4.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

5 SUBMISSION OF BIDS:

- 5.1 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.
- 5.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 5.3 **Bidder has to select the payment option as “offline” to pay the EMD as applicable and enter details of the instrument.**
- 5.4 **Bidder should prepare the EMD/Exemption Certificate as per the instruction specified in the tender document. The original should be posted/couriered/given in person to the office of Regional Director (I/c), SAI CRC Bhopal latest by the last date of bid submission or as specified in the tender documents. The details of the EMD/Exemption Certificate 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.**
- 5.5 The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 5.6 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.
- 5.7 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 5.8 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.
- 5.9 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.
- 5.10 The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in **pdf format & Financial Bid to upload in BoQ format (MS Excel)**. All bids **(Both Technical and Financial should be submitted in the E-procurement portal)**.

6 ASSISTANCE TO BIDDERS

- 6.1 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.
- 6.2 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 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005 Mobile : +91 8826246593 and E-Mail : support-eproc@nic.in**

SECTION - III (A)
QUALIFICATION CRITERIA

Bid Reference No.**Dated:** _____

The bidder must satisfy the following eligibility criteria

Sl. No.	Criteria	Documentary Evidence Required
1.	The bidder must be a company/firm/sole proprietor registered in India for the last five years as on the bid submission date.	Enclose copy of certificate of incorporation/registration issued by relevant authority in India.
2.	Bidder must have annual average turnover of Rs.65.00 Lakh in Horticulture service for the last three financial years 2017-18, 2018-19 & 2019-20 (If accounts for the year 2019-20 is not finalized, than 2016-17, 2017-18 & 2018-19 should be submitted)	Statutory Auditor's Certificate that provides the information explicitly as per the criteria. Statutory Auditor's Certificate is mandatory. Providing Balance Sheet or Financial Statements is not sufficient for this requirement.
3.	The bidder must have completed satisfactorily one order of providing horticulture services of at least 80% of the estimated cost. Or At least two orders each of value not less than 60% of estimated cost. Or At least three orders each of value not less than 40% of estimated cost in the last five years to government departments/ autonomous bodies/ PSUs/ reputed private organizations.	The requisite order (s) along with satisfactory completion certificates issued by relevant authority not less than the rank of Section Officer. License issued by the Licensing authority for these works
4.	The bidder should have an experience of deployment of manpower not less than 80% of the requirement of SAI and machinery as stipulated in the tender document under one contract during the last five financial years, to Central/State Government departments/autonomous bodies/PSUs/ reputed private institutions.	Requisite certificate issued by the officer not below the rank of Section Officer.
5.	The bidders should not have been debarred/blacklisted by any state/central government/PSUs	Enclose blacklisting declaration in the format given in Section IV (I)
6.	The bidder should have a valid GST No. or should have registered under GST.	Enclose copy of GST Registration certificate.

SECTION - III (B)

EVALUATION 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 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 **overall 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 **overall rates**, successful bidders will be the one whose turnover is higher than the other competitor (s).
6. Offers with service charges as 0 value will be treated as unresponsive. Zero percent includes all derivatives of 0 upto 0.9999.

Section-IV
(A) BID SUBMISSION FORM

To
The Regional Director (I/c)
Sports Authority of India
Central Regional Centre
Gram Gora, Bishenkheri
Post Suraj Nagar, Bhopal (M.P.) - 462044

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 service) 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.

2. We further confirm that, if our Bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 20, in Section - VI for due performance of the contract.
3. We agree to keep our bid valid for acceptance for 180 days or for subsequent extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.
4. We agree to provide qualified workers as indicated in the Tender Documents for Horticulture Work as per terms & conditions of the tender documents.
5. 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 Government.
6. We agree to the compliance of applicable Labour & other Laws in force.
7. We agree that all other payments like payment under Workmen Compensation Act etc shall be borne & payable by us.
8. 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.
9. We agree to all terms and conditions of General Conditions of Contract as per Section VI.
10. We further understand that you are not bound to accept the lowest or any Bid you may receive against your above-referred Bid Reference.
11. 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.
12. We confirm that no near relative of ours is an employee in SAI who is connected with the award and execution of the contract.
13. We confirm that we are competent to contract and we do not stand deregistered/banned/blacklisted by any Govt. Authorities.
14. 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) Form for Power of Attorney/Board Resolution**

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

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

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

For _____

(Signature)

(Name, Title, and Address) Witnesses:

- 1.
- 2.

Accepted (Notarized)
(Signature)

(Name, Title and Address of the Attorne

**Section IV
(C) Price Schedule Format**

Procurement of Horticulture Services at SAI CRC Bhopal

BOQ (Bill of Quantity) /PRICE BID

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

Please refer BoQ

Note:

- 1. Contractor service charges on the basis of percentage to be specified shall be quoted in Rupees in column 'Amount' of above schedule. These charges shall be inclusive of all incidental charges including payment of bonus, if any involved in successful completion of the work as per scope and terms and condition in the tender documents.*
- 2. All levies/taxes/duty etc., other than GST shall be assumed to be mandatorily included in the service charges.*
- 3. Offers with service charges as 0 value will be treated as unresponsive. Zero percent includes all derivatives of 0 upto 0.9999.*

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 Sports Authority of India'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 "Sports Authority of India) in the sum of _____ for which payment will and truly to be made to the said Sports Authority of India, 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 Sports Authority of India 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 Sports Authority of India 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 authorised 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**

Bid Reference No. 444/SAI/RDCC/Horticulture/2020

To
The Regional Director (I/c)
Sports Authority of India
Central Regional Centre,
Gram Gora, Bhopal -462044

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

Encl: Copy of crossed
cheque

SECTION-IV

(F) LETTER OF AUTHORISATION FOR ATTENDING BID OPENING MEETING

Bid Reference No. 444/SAI/RDCC/Horticulture/2020

Subject: Authorization for attending bid opening on ----- (date) in the tender ID no.

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 furnished.*

SECTION IV

(G) DISCLOSURE OF CONFLICT OF INTEREST

Bid Reference No. 444/SAI/RDCC/Horticulture/2020

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

Bid Reference No. 444/SAI/RDCC/Horticulture/2020

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

1. Prohibition of:-
 - a) Making offer either directly or indirectly in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - b) Any omission, or misrepresentation that may mislead or attempt to mislead 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 behavior 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 an intent to gain unfair advantage in the procurement process or for personal gain.
 - e) Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.
 - f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - g) Obstruction of any investigation or auditing of a procurement process.
 - h) Making false declaration or providing false information for participation in a tender process or to secure a contract.
2. It is also disclosed that no previous transgressions have been made in respect of the provisions of Sub Clause (i) of Rule 175 of GFR with any entity in any country during the last three year or of being debarred by any other procuring entity.

(Authorized Signatory)

Stamp

SECTION IV

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 terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.

I/ We confirm that we do not stand deregistered/debarred/banned/blacklisted by any Govt. Authorities.

I/ We do hereby declare that the information furnished/ uploaded is correct to the best of my/our knowledge and belief.

I/We hereby certify that the prices offered by us in this tender is not higher than the prices we had offered to any other Govt. of India Organisation (s)/PSU(s) during the last one year and shall provide the justification for reasonableness of our offered price whenever asked during evaluation of our submitted bid.

I/ We also hereby certify that if at any time, information furnished by us is proved to be false or incorrect;

I/ We are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

Date:

(Signature of the bidder)

NAME & ADDRESS OF THE
BIDDER

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

SECTION -V**(SCOPE OF WORK)**

Site Visit: Bidders are advised to visit site on working days and acquaint themselves with the area where such services are required and its operational requirements. The cost of such visit shall be borne by the Bidder. It shall be deemed that the bidder has undertaken a visit to the **SAI CRC Bhopal** and is aware of its operational conditions prior to submission of bid documents

The concerned area of maintenance and development under horticulture work in the centre inclusive of playgrounds, Lawns and Open area etc.

HORTICULTURE WORK:

The purpose of horticulture work is that the whole area **197899 Square Meter** must look rich with lush green lawns and parks and beautiful flowers so as to provide an excellent ambience work-environment and at the same time make the premises environmental friendly and to make a good impression on the visitors and public who visit here for various purposes. The contractor has to undertake all such jobs/activities required to maintain the office premises in a presentable condition and in above mentioned spirit at all the time whether such activities are elaborated hereunder or not. While undertaking this work, the contractor will develop the parks and lawns at the open space at the backyard of office premises in consultation with the designated officer and then simultaneously maintain all the existing as well as the developed lawns/parks. He will maintain flower pots in the room(s) of senior officers in consultation with designated officer and ensure that the flowers and plants in those pots do not die or suffer in any manner and that he will change them periodically for their good maintenance. He will also arrange to keep flower pots with seasonal/perennial flowers on the desks of identified officers on all working days. He will also ensure that due to closure of office on weekend days the plants and flowers in the pots kept in the officers' room do not suffer in any way. The other normal job in this regard would be:

- 1) The contractor shall be responsible for maintenance of Playing fields & other open areas and also ensure removing, uprooting the wild shrubs in the above said areas.
- 2) To maintain all the trees, plants, shrubs, hedges and lawn as are existing on the date of start of contract and any other lawn/park/plants developed thereafter.
- 3) That in case of any event held at Central Centre, the contractor will prepare and tend to the grounds for use for the event in accordance with the requirements of the SAI and restore the same to its original use, required by the SAI. No extra charges would be payable for performing the said job.
- 4) In order to keep the playing fields, lawns and other green areas in proper shape and in order to beautify the various areas in Complex, the contractor shall be responsible for cutting, mowing and planting the grass of the best quality wherever necessary, pruning shrubs, hedges, trees planting and tending to flowers, plants and develop lay out and maintain the entire horticulture area including landscaping keeping in view the use of the various Central Centre for the relevant sporting events in consultation with and in accordance with the requirement of the SAI.
- 5) The Contractor shall ensure proper watering, spraying of pesticides and micro nutrients, application of manures, fertilizer etc. as may be necessary for the maintenance and upkeep of the area entrusted to them at their own cost.
- 6) The contractor shall be responsible for give numbering on each tree at SAI CRC Bhopal.
- 7) The contractor shall be responsible for maintenance, repair and upkeep of water supply system made available to them for watering the ground, fields, lawns, plants, trees etc at his own cost.

- 8) The electricity required for pumping water for maintenance of the horticulture work will be provided by the SAI and no charges will be taken from the contractor.
- 9) The contractor shall place potted plants in the rooms, as decided by Incharge. The potted plants shall also be provided in other places where the competent authority i.e. the Regional Director (I/c), SAI Central Regional Centre requires. The contractor shall also place potted plants at various places within the buildings and structures of the SAI Central Regional Centre Complex as may be necessary for beautification of the Complex including ornamental plants in lobbies, corridors, office rooms, reception rooms, waiting halls and other covered areas of the buildings of the SAI Central Regional Centre for which contractor would be entrusted with maintenance of horticulture work.
- 10) The contractor will be responsible for providing fresh flowers, where necessary, to the office rooms, lobbies, corridors, reception halls etc. as well as for the various events and functions organized directly by the SAI Central Regional Centre.
- 11) The contractor will arrange the shade providing ornamental plants for plantation purpose in the SAI Central Regional Centre open space after consultation with SAI authorities.
- 12) The contractor will not remove any trees, even if dry or dead from the SAI Central Regional Centre Complex. No wood is to be taken out without written permission from Regional Director (I/c), SAI Central Regional Centre.
- 13) The purpose of horticulture work is that the campus premise must look rich with lush green lawns and parks and beautiful flowers so as to provide an excellent ambience of work-environment and at the same time makes the premises environmental friendly and to make a good impression on the visitors and public who visit here for various purposes.
- 14) The contractor will develop the parks and lawns at the open space at the backyard of office premises in consultation with the designated officer and then simultaneously maintain all the existing as well as the developed lawns/parks.
- 15) He will maintain flower pots in the room(s) of senior officers in consultation with designated officer and ensure that the flowers and plants in those pots do not die or suffer in any manner and that he will change them periodically for their good maintenance.
- 16) The contractor will mow the grass and trim out hedges after stipulated time. A ratio to be worked for the equipment such a grass cutting machine required per acres per green area etc.
- 17) The contractor will whitewash/Terracotta's of all the trees up to the height of 4 feet and 2 feet respectively once in a month.
- 18) The maintenance of grass is a continuous process. The cutting of grass is required to be mowed up to soil level (1" growth) from soil level.
- 19) The contractor will mow the grass after 15 days (twice in a month) or as decided by the Incharge)
- 20) The contractor will trim/cut out the Hedges every month. In the rainy season, the contractor will trim the Hedges after 15 days. More trimming is required in the month of July, August and September.
- 21) The contractor will weed out the vegetative growth.
- 22) The contractor will grow seasonal flowers etc. in the nursery for decoration purpose as per requirement.

23) The contractor will plant summer season flowers in the month of March, April as per requirement of this office.

- i) Kochia
- ii) Balsam
- iii) Zinnia Rose
- iv) All kinds of Roses etc.
- v) Gulmohar

24) The contractor will grow all varieties of winter season flower in the month of October, November.

25) The contractor will put manure (optimum) in the month of October, November or as per need as advised by SAI.

26) The fertilizers of good quality will be sprinkled minimum in the month of November or as decided by SAI to keep the lawns lush green.

27) The watering to the grass to be done daily during month of April, May, June in order to make the grass green. In other months watering is to be given as per requirement.

28) If required by this office, the contractor will plant evergreen plants, required on the periphery of SAI Central Regional Centre and ornamental plants in the open space not used for play field in the rainy season

29) The removing of wild growth of weeds is the responsibility of the contractor and there should not be any growth of the wild bushes in the SAI Central Regional Centre.

30) To plant trees, shrubs etc by excavation/digging as and when required in the interest of the beautiful maintenance of the ambience/park/lawn off CRC Bhopal.

31) To prepare and maintain flower beds, seasonal and perennial both.

32) To prepare and maintain flowers and plant pots with flowers and plants both indoor and outdoor at designated places to be decided in consultation with the designated officer.

33) Cutting of grass in lawns, pruning of plants at required intervals and removing the waste to the proper place.

34) Regular watering of grass, lawns, trees, plants, shrubs etc. and hoeing and weeding in and around them.

35) Spraying of insecticide and fungicide application/spreading of chemical and manure as and when required/advised.

36) Any other job which is required to make the campus from Horticulture point of view beautiful with lush green environment.

37) The gardeners should demonstrate own initiative for horticultural up gradation of premises. Seasonal plan(s) for the same should be prepared and submitted to the designated officer.

NOTE:

- i. For carrying out these functions, the contractor shall deploy 25 malies at daily from Monday to Saturday and on other occasion as and when required.
- ii. Malies (gardeners) should be experienced of not less than two years
- iii. In the event of finding the office premise not in the above mentioned spirit, penalty up to 10% of the total amount of monthly bill will be imposed for the concerned month.

- iv. The contractor shall visit the premises to be maintained SAI CRC Bhopal for the purpose of overseeing the work of personnel deployed by him. During the visits, he shall invariably see the officer dealing with the services under the contract awarded to him, for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any observed in their working. Non-performers would be removed and replaced by competent gardeners within two working days by the contractor.
- v. In the event of personnel being absent or on leave , the contractor shall ensure suitable alternate arrangement to make up for such absence. To avoid dislocation of work due to absence of personnel, the contractor shall make provision for leave reserve. However, deduction at double the agreed rates per day per person for each absence shall be made from the monthly bill submitted by the contractor, if substitute is not provided.
- vi. The contractor will deploy personnel in the respective fields of work to be performed under the contract from 09:00 AM to 05:00 PM from Monday to Saturday.
- vii. The contractor shall not deploy or shall discontinue to deploy any person at the premises, if so desired by the designated officer, at any time without assigning any reason whatsoever. The full particulars of the personnel including their names and addresses, Voter IDs, PAN etc. deployed by him shall be furnished to the SAI. Police Verification report of the personnel employed by the contractor will also be submitted by the contractor to this office.
- viii. The Contractor will provide the required services six days a week throughout the year. Holiday, if any, will be observed with prior approval of the office under emergent circumstances. The services will be provided on Sunday also without extra charges if so required by SAI.

BASED ON SCOPE OF WORK & AREA TO BE GOT MAINTAINED, REQUIREMENT OF MANPOWER, MACHINE, EQUIPMENTS OTHER ITEMS HAS TO BE GIVEN AS UNDER:-

Sl.No.	Category	Number of the workers	Remarks, if any
Part – A: Manpower			
1.	Mali(Gardener)	25	Increase/decrease as per requirement
2	Supervisor	01	Increase/decrease as per requirement
Part – B : Machines & equipments			
Sl. No.	Particulars	No.	
1.	Machine blade	Which is required for the horticulture service of a total area of 197899 Square Meter Area	
2.	Tractor with water tanker and sprinkler facilities		
3.	Hand machine Roll		
4.	Lawn mower machine		
5.	Hand machine blade		
6.	Crescent – shopped knife (Hansua) with a haft		
7.	Chopper with handle		
8.	Hammer		
9.	Trolley		
10.	Scissors (Big)		
11.	Soil leveler machine		
12.	Cultivator		

13.	Roller	
14.	Brush Cutter	
15.	Cutter	
16.	Axe	
17.	Safety belt & specs	
18.	Helmet for machine	
19.	Tree cutting machine (Petrol)	
20.	Hand mowing machine	
21.	Small spud	
22.	Pick Axe	
23.	Misc., if any	
Part – C: Consumables		
	Particulars	Minimum Quantity
1.	Petrol	Which is required for the horticulture service of a total area of 197899 Square Meter Area
2.	Sprinkler System with extension attachment at least 400 mtr.	
3.	Misc., if any	

The bidders may inspect the site to acquaint themselves about the actual scope of work as detailed above.

NOTE; REQUIREMENT OF MANPOWER IS NECESSARILY REQUIRED TO BE MENTIONED IN THE TENDER DOCUMENTS AND NOTIFIED ACCORDINGLY SO AS TO ENALE THE BIDDERS TO BID ACCORDINGLY.

Date:

(Name & Signature of Tenderer)
With stamp of the firm

SECTION VI**GENERAL CONDITIONS OF CONTRACT**

- 1) The contract will be for a period of **one year commencing** from the date mentioned in Award of Contract/Agreement However, the Agreement is terminable by giving one month's notice in writing by SAI to the contractor.
- 2) The working hours for the personnel of the contractor for this contract purpose will be 8 hours per day for six working days in a week. In case, there is a requirement they may also be called on weekly off day or retained after working hours in case of urgency.
- 3) The workers deployed shall be healthy, active and not below the age of 18 years and not more than 60 years of age. Nobody shall have any communicable diseases. The contractor shall get medical verification of the personnel's employed and provide the report to SAI
- 4) The workers deployed shall be smartly dressed in proper uniform and always with Identity Card. The agency shall provide experience and disciplined personnel.
- 5) The contractor shall bear all expenses regarding uniforms, preparation of their Identity card, compensations, wages and allowances (DA), PF, ESI, Bonus and Gratuity, Statutory compliances as applicable relating to personnel engaged by him and abide by the provisions of various labor legislations including weekly off and working hours.
- 6) The Contractor shall pay wages to his workers as per Govt. of India laid down norms every month, irrespective of delay in payment of Bill for whatever reason.
- 7) Payment of bills shall be released only after due verification by the Incharge of the centre/stadium towards satisfactory services during the billing period and accompanied by documentary proof of the following:-
 - a) Bio Metric attendance sheet duly certified by officials of CRC Bhopal of the month the bill is claimed.
 - b) Challan for deposit of ESI in respect of workmen deployed under the contract for the month claim has been raised.
 - c) Challan for deposit of Provident Fund in respect of workmen deployed under the contract for the month claim has been raised.
 - d) Proof of payment to workmen deployed under the contract duly verified by the Incharge of the centre/stadium for the month claim has been raised (through transfer to their bank account)
 - e) Deposit of challan in respect of GST for the preceding month
 - f) Certified usage of machines and consumables at site by SAI authorized representative
 - g) Proof of purchase of consumables and depositing thereof in SAI's office
- 8) Wages payable shall not be less than the Minimum wages as per Central Government Rules.
- 9) The contractor shall also quote his rate of profit (service charges) in addition to the wages to be paid to his workers.

- 10) The personnel provided shall be the employees of the Contractor and all statutory liabilities will 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 workers 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 workers shall be made available by the contractor after each and every change. The rates mentioned by the contractor include all extant statutory liabilities including, "E.S.I., P.F.", Bonus, Uniform etc.
- 11) 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.
- 12) Contractor shall submit workers EPF number and proof of payment of EPF, ESI etc as applicable every month for the previous month along with the monthly bill with respect to all employees deployed by him at SAI. The agency shall specifically ensure compliance of various Labor Laws/Acts. Including but not limited to with the following and their enactments/amendments/notifications.
- a) The payment of wages Act, 1936
 - b) The Employee Provident Fund Act, 1952
 - c) The Factory Act, 1948
 - d) The Contract Labor (Regulation) Act, 1970
 - e) The Payment of Bonus Act, 1965
 - f) The Payment of Gratuity Act, 1972
 - g) The Employees State Insurance Act, 1948
 - h) The Employment of Children Act, 1938
 - i) The Motor Vehicle Act, 1988
 - j) The Minimum Wages Act, 1948
- 13) The workers will be screened by the contractor after police verification regarding their antecedent, character and conduct; and a copy of the reports shall also be submitted to SAI.
- 14) Replacement of workers as required by the SAI will be effected promptly by the Contractor; if the contractor wishes to replace any of the personnel, the same shall be done after prior consultation with the SAI. The full particulars of the personnel to be deployed by the contractor including the names and address shall be furnished to the SAI along with testimonials before they are actually deployed for the job.
- 15) In case of any loss that might be caused to the SAI due to lapse on the part of the personnel deployed by the contractor, such loss shall be compensated by the contractor and in this connection, the SAI shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to the SAI besides imposition of penalty. In case of any deficiencies/ lapses on the part of the personnel deployed by the contractor, the SAI shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.

- 16) In case of a death or mishap occurred during discharging the duty; the compensation liability will solely rest with the Contractor.
- 17) That Contractor's authorized representative shall personally contact Head of the centre at least once a month to get a feedback on the services rendered by the contractor viz-a-viz corrective action required to make the services more efficient
- 18) In the event of workers deployed by contractor being on leave/absent, the contractor shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the contractor shall make provision for 'leave reserve; Failure on this account shall attract penalty double the wages payable to the Contractor for such absence.
- 19) There shall be no employer-employee relationship between SAI and personnels engaged by the contractor. They will for all purposes remain under the employment of the contractor.
- 20) The successful bidder/contractor would have to deposit an amount equal to **7%** of the cost of work of Annual contract of value towards Performance Guarantee through Demand Draft/pay order/FDR/Bank Guarantee from a commercial bank in favour of **Regional Director, Sports Authority of India** within 14 days of awarding of the contract, which would remain with CRC Bhopal account during the contract period and no interest shall be payable on the said amount. The said amount shall be refunded after two months from the date of completion of the work, subject to deduction of any outstanding dues etc. The Bank Guarantee if furnished for this amount shall be valid up to sixty days from the date of completion of work.
- 21) The contractor shall arrange to maintain the daily shift-wise attendance record of the contract workers deployed by him showing their arrival and departure time. This attendance record will be submitted every month to SAI along with the monthly bill. The attendance record shall be produced for verification on demand by the SAI at any other point of time.
- 22) If at any point of time, it comes to the notice of the SAI that the contract workers deployed are different from the list provided (with attested photographs), SAI will be well within its right to impose penalty not exceeding five times the wages payable to the contractor for each such personnel identified.
- 23) In case of non-compliance/non-performance of the services according to the terms of the contract, the SAI shall be at liberty to make suitable deductions @ 2% of that particular day billing on each occasion not exceeding 10% of the monthly bill from the bill without prejudice to its right under other provisions of the contract and law. In case, default continues, attracting penalty of more than 10%, of the bill amount, SAI reserves the right to terminate the contract. A register, in which lapse shall be recorded by the In-charge of the work, shall be maintained at site.
- 24) The contractor shall be solely liable for all payment/dues of the workers employed and deployed by him with reliable evidence provided to the SAI. In the event, SAI makes any payment or incurs any liability; the contractor shall indemnify the SAI completely;
- 25) Income Tax TDS as per rules shall be deducted from the bills of the contractor as per applicable laws.
- 26) As and when the SAI requires additional contract workers on temporary or emergency basis, the contractor will depute such personnel in accordance with pro- rata rates. For the same, a notice of two days will be given by the SAI.

- 27) Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
- 28) In case the SAI suspects or finds any work is entrusted to any sub-contractor on piecemeal basis or on regular terms, the SAI reserves the right to terminate the contract without assigning any reasons.
- 29) SAI shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and it reserve 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 Personnel as per the requirements of SAI.
- 30) 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.
- 31) 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 when required.
- 32) 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 contract.
- 33) 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 Labor 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.
- 34) 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 Regulation, be directed to be paid 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.
- 35) Persons engaged by the contractor shall not take part in any union and association activities.
- 36) SAI shall not be responsible for providing residential accommodation to any of the employee of the contractor.
- 37) 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 department does not recognize any employee employer relationship with any of the workers of the contractor.
- 38) 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, is shall be recovered by the Department from the contractor.
- 39) The contractor shall provide the copies of relevant record during the period of contract or otherwise even after the contract is over when ever required by the Department etc.,

- 40) The contractor will be held wholly responsible for any action taken by statutory bodies for violation/non-compilation of any such provision/rule.
- 41) The contractor should maintain all the records and documents under various labour laws applicable to contract labours/personnel and also Shops & Establishment Act/Rules applicable to his/her establishment and make them available at the SAI at all times. Indicative list of such records is given for example: (a) Register for Workmen, (b) Employment card (to be issued to workers), (c) Muster Roll, (d) Register for wages, (e) wage slip, (f) OT registers etc
- 42) The wages shall be paid to workmen without any deduction except those under the payment of Wages Act and Minimum wages as per Central Government Rule Act.
- 43) The Contractor should ensure that his workmen are granted Holidays/Leave with wages as per applicable Act/Rules.
- 44) The SAI reserves its rights to withhold bills, if the contractor fails to produce proof for having remitted the ESI/PF dues. **The contractor should be responsible for linking of UAN's and transfer & issue the ESIC card to employee, if any.**
- 45) The contractor must get police verification of all his personnel employed at CRC Bhopal and submit the report to this office along with voter IDs, and other valid proof of residence.
- 46) If any of the workers of the contractor indulges in theft or any illegal/irregular activities, misconduct, the contractor will take appropriate action as per law and rules against its erring workers in consultation with this office and intimate the action taken to this office. If need be, an FIR should be lodged against the erring workers. Such workers, who indulge in such type of activities, should not be further employed in this office by the contractor in any case.
- 47) The contractor shall execute the assigned work as per the schedule and if the same have not been executed up to the expected level, warning notice shall be issued in this regard. If the situation continues still, penalty will be imposed as per scale tabulated below:-

Penalties: The penalties will be imposed on violation of terms and conditions of agreement as per the list given below (to be specified by respective center):

S.No	Description of irregularities	Penalty
1.	Breach of any of the clause of Scope of works under Section – V.	1% to 10% of the total amount of monthly bill will be imposed for the concerned month.

In case default/lapses continue beyond a reasonable time, SAI reserves the right to terminate the contract.

Note:

All tools, equipments, consumables would be provided by the contractor at no extra cost. In case the contractor fails to provide any of equipment tools, shackles & consumables continuously for a period of 15 (fifteen) days SAI has the right to purchase the non- available equipment/tools tackles or consumables on the market rates and deduct the cost of the same from the contractors bill in addition to the imposition of applicable penalties.

48) Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause which is beneficial to the SAI will be considered applicable at the time of any dispute/following any statutory rules.

49) Offers with service charges as zero value will be treated as unresponsive. Zero per cent includes all derivatives of 0 up to 0.999.

50) Disclaimer: The near relatives of SAI 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).
- d) The condition of prior turnover and prior experience may be relaxed for Startups (Rule 173 (i) of GFR, 2017) (As defined by Department of Industrial Policy and Promotion) subject to meeting of quality and technical specification and making suitable provisions in the bidding document. The quality and technical parameters are not to be diluted.

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

52) If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the SAI or the contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between SAI 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 General, SAI, The award of the arbitrator will be final and binding on the parties to the contract. The procedure to be followed during arbitration and fee of arbitrators shall be as per prevailing rules and policies of SAI.

53) Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e. **Bhopal** only.

54) The Courts of **Bhopal** will have the exclusive jurisdiction to try the disputes.

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

56) All conditions as per DIPP order 04.06.2020 attached at **Annexure A** will be applicable and shall all purposes be considered a part of the contract and the main points for participation are as defined below:

Note:

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

This is to certify that I/We before signing this tender I/we have read carefully and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Name) Signature Signed as proprietor/partner/Director who holds power of Attorney on behalf of firm
Name of Firm Address

SECTION - VII (A)
CONTRACT AGREEMENT
SPORTS AUTHORITY OF INDIA,

Contract No _____

Dated _____

This is in continuation to this office's Notification of Award No _____ dated _____

1. Name & address of the Service provider: _____
2. Bidding Document No _____ dated _____ and subsequent Amendment No _____, dated _____ (if any), issued by the SAI.
3. Service provider'/Contractor 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) Scope of Work
 - (iii) Bid Form furnished by the supplier;
 - (iv) Price Schedule(s) furnished by the supplier in its Bid;
 - (v) SAI's Notification 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:**

S. N.	Description	Total (A +B+C)	GST on Total	Grand Total (C + D)
(A)	(B)	(C)	(D)	(E)

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
Sports Authority of India**

Received and accepted this Contract

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

[Name & address of the manufacturers]

(S 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 Notification of Award] And Contract

No.

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

Beneficiary: Sports Authority of India, _____

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]

SECTION – VII (C)
CHECKLIST

Name of Bidder: Name of Manufacturer

Sl.NO.	Activity	Yes/No/NA	Page No. in the TE Document	Remarks
1)	Have you enclosed EMD of required amount for the quoted schedules?			
2)	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section IV D?			
3)	In case Bank Guarantee is furnished, have you kept its validity of _____days from Techno Commercial Tender Opening date as per Section I of IFB?			
4)	Have you enclosed duly filled Tender Form as per format in Section IV (A)?			
5)	Have you enclosed power of attorney in favor of signatory?			
6)	Have you submitted satisfactory performance certificate as per criteria stipulated in Section III (A) of RFP.			
7)	Have you submitted copy of the order (s) and end user certificate?			
8)	Have you submitted prices of services in the price			
9)	Have you kept validity of ___ days from the Techno			
10)	Have you furnished PAN No. as allotted by the Income Tax			
11)	Have you intimated the name an full address of your			
12)	Have you fully accepted payment terms as per TE			
13)	Have you fully accepted contract period as per TE Document?			

14)	Have you submitted the certificate of			
15)	Have you accepted terms and conditions of TE			
16)	Have you furnished documents establishing your per			
17)	Have you furnished Average Annual Turnover for last			
18)	Have you enclosed the Affidavit as per Section IV (I) of the			

nOTE

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 document to ensure furnishing all required documents in addition to above, if any.*

(Signature with date)

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

For and on behalf of

(Name, address and stamp of the tendering firm)

Udyog Bhawan, New Delhi
Dated: 04th June, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017– Revision; regarding.

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 9(a), 9(b) and 10(b) modified and Para 3A added] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018 and Order No.P-45021/2/2017-B.E.-II dated 29.05.2019, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' dated 04.06.2020 effective with immediate effect.

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Order.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.

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'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

3. Eligibility of 'Class-I local supplier' / 'Class-II local supplier' / 'Non-local suppliers' for different types of procurement

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

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(b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. **Minimum local content:** The local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local supplier' shall be as defined in the Para "2" of the Order. No change is permissible on this account. However, if any nodal Ministry/ Department finds that for any particular item, pertaining to their nodal ministry/department, the definition of Local Content, as defined in the Order, is not workable/ has limitations, it may notify alternate suitable mechanism for calculation of local content for that particular item.
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
 - a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

- d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
- e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

- d. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.
- e. For the purpose of sub-paragraph 10 d above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

10A. Action for non-compliance of the Provisions of the Order: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11. Assessment of supply base by Nodal Ministries: The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

12. Increase in minimum local content: The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

13. Manufacture under license/ technology collaboration agreements with phased indigenization: While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

14. Powers to grant exemption and to reduce minimum local content: The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or

- c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

16. **Standing Committee:** A standing committee is hereby constituted with the following membership:

Secretary, Department for Promotion of Industry and Internal Trade—Chairman
Secretary, Commerce—Member
Secretary, Ministry of Electronics and Information Technology—Member
Joint Secretary (Public Procurement), Department of Expenditure—Member
Joint Secretary (DPIIT)—Member-Convenor

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

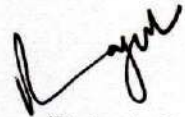
17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

- a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
- b. shall annually assess and periodically monitor compliance with this Order
- c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
- d. may require furnishing of details or returns regarding compliance with this Order and related matters
- e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
- f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
- g. may consider any other issue relating to this Order which may arise.

18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

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19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



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