



SPORTS AUTHORITY OF INDIA

Dr. Syama Prasad Mookerjee Swimming Pool Complex,
New Delhi –110001

Telephone : +91-11-23094605
E-mail : [spmcp.c.sai@gmail.com](mailto:spmcpc.sai@gmail.com)
Website : <http://www.yas.nic.in>:<http://sportsauthorityofindia.nic.in/>
<http://eprpcire.gov.in/eprocure/app>
Date : .

E-Bidding Document

For

Horticulture Work

AT

Dr. Syama Prasad Mookerjee Swimming Pool Complex
New Delhi-110001

Bid Reference No: SAI/SPMSPC/Hort.Tender/2020.

INDEX

<u>Section</u>	<u>Topic</u>	<u>PageNo.</u>
 PART – 1 – BIDDING PROCEDURE		
Section – I	- Invitation for Bid (IFB)	
Section – II	- (A) Instructions to Bidders (ITB)	8–20
	- (B) Instructions for Online Bid Submission	20-23
Section – III	- (A) Qualification Criteria	24
	- (B) Performance Statement	25
	- (C) Evaluation Criteria	26
Section – IV	- Bidding Forms:	
	- (A) Bid Submission Form	27
	- (B) Form for Power of Attorney / Board Resolution	28
	- (C) Bank Guarantee Form for Bid Security	29
	- (D) Price Schedule Form	30–31
	- (E) National Electronic Fund Transfer (NEFT) Form	31
	- (F) Letter of Authorization for attending bid opening Meeting	32
	- (G) Disclosure of Conflict of Interest	33
	- (H) Disclosure of Conflict of Integrity	34
	- (I) Affidavit/Undertaking	35
 PART – 2-WORK REQUIREMENT		
Section – V	- Scope of Work	37
 PART – 3 – CONTRACT		
Section – VI	- General Condition of Contract (GCC)	44
	- Contract Forms	
	(A) Contract Agreement	52
	(B) Check List	53

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.

PART -1
BIDDING PROCEDURE



SPORTS AUTHORITY OF INDIA
Dr. Syama Prasad Mookerjee Swimming Pool Complex,
NEW DELHI -110001.

Telephone: +91-11-23094605 Email Id: spmspc.sai@gmail.com

Section-I
INVITATION FOR BID (IFB)

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

Bid Reference no: SAI/SPMSPC/HORT.TENDER/2020.

Sports Authority of India (SAI), through its Regional Director (Stadia) for and on behalf of Director General, SAI invites online Bids (**Manual bids shall not be accepted**) on two bid system for procurement of **Horticulture Services** for SAI Stadia, New Delhi as under.

SN	Brief Description of work	Name of the Stadium	Estimated cost	Amount of Bid Security/EMD (In Rupees)
1.	To provide comprehensive cleaning, maintenance of Horticulture and various grounds & lawns on daily basis, grass cutting, pruning, watering. look after horticulture works in the various places, play fields which includes maintenance of existing lawns, flower beds, hedges and other ornamental plants, potted plants, providing seasonal flowers beds with seasonal flower plants, providing absolute cleanliness in all green areas by providing manures, good earth, replanting of in-door etc.	Dr. Syama Prasad Mookerjee Swimming pool Complex New Delhi-01	Rs. 14,62,000/-	Rs. 44,000/-

Payments:

Scanned copy of Bid Security is to be uploaded online and Hard Copy of same must be sent to the **office of Administrator, Dr. Syama Prasad Mookerjee Swimming Pool Complex, Sports Authority of India (SAI), New Delhi-110001** on or before bid submission Date & time as mentioned in Critical Date Sheet.

1. CRITICAL DATE SHEET

Particular	Date	Time
Uploading/publication of tender document	23.10.2020	06.45PM
Downloading of Bid Documents	23.10.2020	06.50PM
Pre Bid Meeting	26.10.2020	03.00PM
Seeking clarification start date	23.10.2020	06.55PM
Last date of seeking clarification	27.10.2020	05.00PM
Bid submission start date	31.10.2020	11.00 AM
Last date & time of Technical Bids	12.11.2020	05.00PM

2. Bidder may also download the Bidding Document from the website www.sportsauthorityofindia.nic.in and CPP Portal of Govt. of India i.e. <http://eprocure.gov.in/eprocure/app>. Bidders shall ensure that their Bids, complete in all respect should be uploaded online before the closing date and time as indicated in the critical date sheet above on CPP Portal <http://eprocure.gov.in/eprocure/app>.
3. **Bids shall be submitted online** only at CPPP website <http://eprocure.gov.in/eprocure/app>. Bidders are advised to follow the instructions provided in the `Instruction to the Bidders for e- submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>.
4. Bidder who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <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.
5. Intending bidders are advised to visit again CPP website www.eprocure.gov.in and SAI website www.sportsauthorityofindia.nic.in at least 3 days prior to closing date of submission of tenders for any corrigendum / addendum / amendment.
6. EMD must be paid in accordance with clause 18 of ITB Section II (A)

-sd-
Regional Director (Stadia)

SECTION – II (A)
INSTRUCTION TO BIDDERS (ITB)
CONTENTS

SI. No.	Topic	Page No.
A PREAMBLE		
1.	Definitions and Abbreviations	9
2.	Introduction	9-10
3.	Language of Bid	10
4.	Tendering Expenses	10
5.	Local Conditions	10
B BIDDING DOCUMENTS		
6.	Contents of Bidding Documents	10
7.	Amendments to Bidding Documents	10-11
8.	Modification / Withdrawal of Bids	11
9(A)	Clarification of Bidding Documents	11
9(B)	Pre-Bid Meeting	11
10.	Bid Format	12
C PREPARATION OF BIDS		
11.	Documents Comprising the Bid	12
12.	Technical Bids	12-13
13.	Financial Bid	13
14.	Bid Prices	13
15.	Firm Price	14
16.	Alternative Bids	14
17.	Documents Established Bidder's Eligibility and Qualification	14
18.	Bid Security/Earnest Money Deposit	14-15
19.	Bid Validity	15
20.	Signing of Bids	15-16
D SUBMISSION OF BIDS		
21.	Submission of Bids	16
E BID OPENING		
22.	Opening of Bids	16
F SCRUTINY AND EVALUATION OF BIDS		
23.	Basic Principle	17
24.	Scrutiny of Tender	17
25.	Minor Infirmary/Irregularity/Non-conformity	17
26.	Discrepancies in Prices	17-18
27.	Qualification Criteria	18
28.	Comparison of Bids and Award Criteria	18
29.	Contacting the SAI	18
G AWARD OF CONTRACT		
30.	SAI's Right to Accept any Bid and to Reject any or All Bids	18
31.	Notification of Award	18-19
32.	Issue of Contract	19
33.	Variation of quantities at the time of award	19
34.	Annulment of Award	19
35.	Termination of Contract	19
36.	Disqualification	19
37.	Non-receipt of Performance Security and Contract by the Authority	19
38.	Corrupt or Fraudulent Practices	19-20
39.	Conflict of interest among bidder/agents	20

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

A. PREAMBLE

1. Definitions & Abbreviations

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

2. Introduction

- (i) The Bidding Documents is for Horticulture services as mentioned in section-‘V’ “**Scope of Work**”.
- (ii) This section (Section – II “Instruction to Bidders”) provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids. It also includes the mode and procedure to be adopted by the Purchaser for receipt and opening of bids as well as scrutiny and evaluation of Bids and subsequent placement of

Contract.

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

3. **Language of Bid**

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

4. **Tendering Expenses**

The Bidders shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The SAI will not be responsible or liable for any such cost, expenditure etc. regardless of the conductor outcome of the tendering process.

5. **Local Conditions**

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

B. BIDDING DOCUMENTS

6. **Content of Bidding Documents**

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

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

7. **Amendments to Bidding Documents**

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

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

8.Modifications/withdrawal of bids

The bidder, shall not withdraw, impair, add, amend, modify its bid after the prescribed Bid submission end date and time i.e. during the Bid Validity Period, for any reasons whatsoever. In the event the Bidder withdraws amends/modifies/withdraws its Bid after the above referred prescribed date and time, SAI shall be entitled to forfeit the Bid Security besides other remedies as may be available to SAI under the Tender Documents and/or law.

9 (A) Clarification of Bidding Documents

- (i) A bidder requiring any clarification or elucidation on any issue in respect of the bid document may take up the same with the SAI in writing. SAI will respond in writing to such request provided the same is received (by the SAI) not later than **27/10/2020 up to 05.00 PM** i.e., the next day of pre-bid conference
- (ii) Any clarification issued by SAI in response to query (ies) raised by the prospective bidders shall form an integral part of bid document and it may amount to an amendment of the relevant clause(s) of the bid document.

(B) Pre-Bid Meeting

- (i) A Pre-Bid conference will be held with the prospective Bidders for the purpose of holding technical & commercial discussions and providing clarifications by the Purchaser. In the Pre-Bid Conference, clarifications pertaining to technical, commercial and other issues regarding the items stipulated in the Schedule of Requirements may be required by the prospective bidders will be provided. The prospective bidders should on their own cost, attend the said conference on the date and venue / Video conferencing.
- (ii) Details of proposed/suggested variations/ deviations/ additions from the Bid specification/conditions, if any, should be clearly indicated while sending queries before Pre-Bid Conference. Any verbal suggestion/ proposal of variations/ deviations/ additions in the tender document made during the Pre Bid Conference should also be given in writing to the Purchaser latest by 10.30 hours on next working day of the pre bid conference.
- (iii) The purchaser may clarify on variations/ deviations, alternative proposals, which ensure equal or higher quality/ performance to the Technical Specifications during Pre-Bid Conference. However, the decision of the purchaser in this regard will be final.
- (iv) After incorporation the amendments acceptable to the Purchaser/SAI, the tender Document shall be frozen as per the details provided, through issuance of an Addendum (s) which can be downloaded from the e-procurement portal and website of SAI. The Bidder shall submit its Bid along with Bid documents including Addendum if any issued duly signed and stamped.

10. 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.

C. PREPARATION OF BIDS

11. Documents Comprising the Bid

The documents as detailed in Clause 12 and 13 of ITB, i.e., Technical Bid and Financial Bid shall comprise the bid.

12. Technical Bid:

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

- a. Bid Security: Bid Security is to be furnished in accordance with **Clause 18 of ITB** and bid submission as per format at **Section IV (C)**. Alternatively, documentary evidence for claiming exemption, if any, from payment of Earnest Money.
- b. Self-attested ID proof, address proof, Pan Card and a recent passport size colored photograph of authorized representative.
- c. **A detailed plan about the execution of scope of work given for stadium with all details such as details of work to be done through mechanised method, details of manpower utilization planned, quantity of material to be used etc.**
- d. 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.
- e. Documents mentioned in the qualification criteria as per Section III (A).
- f. Three years experience of similar work (Attach documentary proof).
- g. National Electronic Fund Transfer (NEFT Form) as per Section IV- (E) for payment in Indian Rupee.
- h. Certificate of Chartered Accountant showing annual turnover for the last three financial years i.e. 2017-18, 2018-19 & 2019-20 (*if accounts for 2019-20 are not finalized, then 2016-17, 2017-18 & 2018-19*). Copies of Balance Sheet, Profit and Loss Account statement etc need not be enclosed.
- i. Income Tax returns filed for the last three Financial Years 2018-18, 2018-19 & 2019-20 (*if accounts for 2019-20 are not finalized, then 2016-17, 2017-18 & 2018-19*).
- j. Goods & Services Tax Certificate.
- k. Valid PAN & GST (Quote Goods & Service Tax Number and validity period)
- l. Valid registration certificate with labor department under the Contract Labor (Regulation and Abolition) Act, 1970.
- m. Undertaking by the bidder confirming availability of manpower of requisite, experience.
- n. Solvency certificate of verified by his Banker
- o. Registration No. and Certificates for Shops & Establishment Act of the respective state, if applicable.

- p. Undertaking on non-judicial stamp paper that “Staff deployed at the Centre in terms of this contract at all time will remain the employees of the agency exclusively and they shall not be entitled to claim employment or permanency of job in the Sports Authority of India or any other direct or indirect claim on SAI”
- q. Any other licenses as may be required for Horticulture Work.

Note:-

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

2) The Technical bid shall not include any financial information. Such a bid shall be summarily rejected.

13. Financial Bid:

This should be uploaded online in the prescribed BOQ format as per **Section IV (D)** of bid document through CPP portal.

- i. The Bidder shall quote for all the components of items specified in the ‘**Price Schedule Form**’ provided under **Section IV (D) including all (taxes, duties, levies etc)**.
- ii. It is the responsibility of Bidder to go through the Bidding Document before offering rates as per price schedule.
- iii. All pages of the Bid should be page numbered and properly indexed.
- iv. The authorized signatory of the bidder must sign the bid and duly stamp the same with seal of the Company/Organization at appropriate places and initial all the remaining pages of the bid.
- v. A Bidder, who did not fulfill any of the above requirements and / or gives evasive information / reply against any such requirement, shall be liable to be ignored and rejected.
- vi. Conditional bids shall be summarily rejected.
- vii. **All payments in Indian Rupee will be made through PFMs.** Bidders are required to fill and attach the NEFT Mandate Form attached as per Section-IV (E) along with their offers, if not already executed in SAI. Notification of Award will not be issued without NEFT Mandate Form.

Note: The financial bid should be uploaded only in BOQ format.

14. Bid Prices

The Bidder shall indicate on the Price Schedule provided under Section IV(D)/BOQ document for all the specified components of prices shown therein. All the columns shown in the price schedule should be filled up.

15. Firm Price

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

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

16. **Alternate Bids:** Alternative Bids are not allowed.

17. Documents establishing bidder's eligibility and qualifications

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

18. Bid Security/Earnest Money Deposit (EMD)

- I. The bidder should furnish an EMD as mentioned at Section I (IFB) at page 5 of the bid document. The Bid Security is required to protect the SAI against the risk of the bidder's unwarranted conduct as explained under sub-clause 18 (vii) below. Non submission of Bid Security will be considered as major deviation and bid will not be considered.
- II. The Bid Security shall be furnished in one of the following forms:
 - a) Demand Draft
 - b) Banker's cheque/ Pay Order
 - c) FDR
 - d) Bank Guarantee from any of the commercial banks (as per the format at **Section IV-C**)
- III. 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. and other documents ensuring that such certification is still valid and subsisting. Also it should cover the items tendered to get EMD exemption.

Note: If availing EMD exemption, the bidder must ensure that NIC code assigned to them in MSME/NSIC certificate is aligned with the tender requirement. In case of mismatch of NIC code and tender requirement, the bids will be summarily rejected.

- IV. The Demand Draft, Banker's Cheque, FDR or Bank Guarantee shall be drawn on any Commercial Bank in India, in favor of the "**Secretary, Sports Authority of India**", payable at "**New Delhi**". In case of Bank Guarantee, the same is to be obtained from any commercial bank in India as per the format specified under **Section IV (C)** of the Bid Document.
- V. The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. The bid validity is valid for 90 days from opening of the bid, therefore the Bid Security shall be valid for 135 (One hundred and thirty five) days

from the date of opening of the Technical Bid.

- VI. Unsuccessful Bidders' Bid security will be returned to them without any interest, after expiry of the bid validity period, but not later than forty-five days after conclusion of the resultant contract. Successful Bidder's Earnest Money will be returned without any interest, after receipt of performance security from that Bidder.
- VII. However, the Earnest Money of the successful bidders will be liable to be forfeited, if he/she does not fulfill any of the following condition**
- a) The successful bidder shall have to deposit performance Security within a period of 15 days of the receipt of the award letter. The security so deposited with Secretary, Sports Authority of India, East Block, Jawaharlal Nehru Stadium, Lodhi Road, New Delhi -110003 shall not carry any interest.
 - b) Execution of the agreement on Rs.100/- (Rupees hundred only) on non- judicial Paper with in the stipulated period on receipt to of award letter.
 - c) To undertake the work from the specified date mentioned in the award letter.
- VIII. 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. The hard and original copy of Bid security should reach SAI by or before the Bid end Submission date.
- IX. **Scanned copy of Bid Security is to be uploaded online** and Hard Copy of should reach to the office of the **Office of Administrator Dr. Syama Prasad Mookerjee Swimming Pool , Sports Authority of India, New Delhi -110001** on or before last date of & time of bid submission as mentioned in Critical Date Sheet

19. Bid Validity

- I. The bid shall remain valid for acceptance for a period of 90 (Ninety) days after the date of bid opening, prescribed in the bid document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.
- II. The bidders' consent to extend the validity of their bids up to a period as specified by SAI. However, they will not be permitted to modify their original bids during the extended bid validity period.
- III. In case, the day up to which the bids are to remain valid falls on a holiday or on a day declared as holiday or closed day for the SAI, the bid validity shall automatically be extended up to the next working day.

20. Signing of Bids

- I. The bidders shall submit their bids as per the instruction contained in ITB.
- II. The tender shall 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.
- III. The tender shall be duly signed at the appropriate places as indicated in the

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 initiated by the person(s) signing the tender.

D. SUBMISSION OF BIDS

21. Submission of Bids

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

E. BID OPENING

22. Opening of Bids

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

F. SCRUTINY AND EVALUATION OF BIDS

23. Basic Principle

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

24. Scrutiny of Tenders

- i) SAI will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- ii) SAI will determine the responsiveness of each Tender to the Document without recourse to extrinsic evidence.
- iii) The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.
- iv) The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;
 - a) Qualification Criteria not fulfilled.
 - b) Tender is unsigned.
 - c) Tender validity is shorter than the required period.
 - d) Required EMD/Bid Security (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 as per the Price Schedule.
 - i) Bidder has not complied with the requirement of Clauses of ITB.

25. Minor infirmity/irregularity/Non-conformity

If during the preliminary examination, the SAI finds any minor infirmity and/ or irregularity and/ or non-conformity in a tender, the SAI may convey its observation on such issue to the bidder by registered / speed post/e-mail etc. and may in its direction provide the bidder an opportunity to response by a specified date. If the bidder does not reply appropriately 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/ rejected.

26. Discrepancies in Prices

- a) If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the SAI feels that the bidder has made a mistake in placing the decimal point in the unit price, in

which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

- b) If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected, and
- c) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- d) If, as per the judgment of the SAI, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by registered/speed post. If the bidder does not agree to the observation of the SAI, the tender is liable to be ignored/ rejected.

27. Qualification Criteria

Bids of the Bidders, who do not meet the required Qualification Criteria prescribed in Clause 12 of Section II A read with Section III (A), will be treated as non - responsive and will be rejected.

28. Comparison of Bids and Award Criteria

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

29. Contacting the SAI

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

G. AWARD OF CONTRACT

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

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

31. Notification of Award

- I. Before expiry of the bid validity period, the SAI will notify the successful **Bidder(s)** in writing, by registered / speed post or by fax/ email that its bid for items, which have been selected by the SAI, also briefly indicating there-in, that the essential details like description and prices have been accepted. The successful bidder must furnish to the

SAI the required Performance Security within **15 (Fifteen) days** from the date of dispatch of this notification, failing which the Bid Security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided under Clause 18 (VI) of Section II (A) ITB.

- II. The details of award of work and name of the successful bidder shall be mentioned on the CPP portal.
- III. Notification of Award shall constitute the conclusion of the Contract.

32. Issue of Contract

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

33. Variation of quantities at the time of award

During execution of the contract, the SAI reserves the right to increase or decrease, the quantity of items /quantum of work 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 18 (VI) of Section II (A) ITB 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

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

- (a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the Contract in question;

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

39. Conflict of Interest among bidders/agents

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

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid;
or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assemblies from one bidding manufacturer in more than one bid.
- f) In case of a holding company having more than one independent unit, 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 (DSC). The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.
More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in//eprocure/app>.
2. **REGISTRATION**
 - (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<https://eprocure.gov.in//eprocure/app>) by clicking **on the link "Online bidder Enrolment" on the CPP Portal** which is free of charge.

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

3. SEARCHING FOR TENDER DOCUMENTS

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

4. PREPARATION OF BIDS

- (i) Bidder should take into account corrigendum published on the tender document before submitting their bids.
- (ii) Bidders should go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

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

5. SUBMISSION OF BIDS

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

submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

- (x) Failure in case of uploading of documents due to any technical reasons SAI shall not be responsible. Bidders are therefore advised to upload the tender well before the last date of submission.

6. ASSISTANCE TO BIDDERS

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender.
- (ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The Contract number for the helpdesk is 1800 30722232.

SECTION – III
(A) QUALIFICATION CRITERIA

Bid Reference No: SAI/SPMSPC/HORT.TENDER/2020

Dated: 15.06.2020

The bidder must satisfy the following eligibility criteria

S N	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 average annual turnover should be 18 lakhs (eighteen lakhs) during the last three financial years viz 2017-18, 2018-19 & 2019-20 <i>(if accounts for 2019-20 are not finalized, then 2016-17, 2017-18 & 2018-19)</i>	Chartered Account Certificate that provides the information explicitly as per the criteria. Chartered Account Certificate is mandatory. Providing Balance Sheet or Financial Statements is not sufficient for this requirement.
3.	The bidder must have completed satisfactorily one order for providing Horticulture Service for 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 seven five to government departments/autonomous bodies/ PSUs	The requisite order (s) along with satisfactory completion certificates issued by relevant authority not less than the rank of Section Officer. Self certification shall not be accepted
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.
7.	The bidder should have all relevant licenses (production/sale) issued by concerned authority	Enclose copy of all licenses
8.	Bid security	As defined in the clause no 18 of section II (A) of tender Document

SECTION – III

(B) PERFORMANCE STATEMENT

Bid reference No.	:	
Date of opening	:	
Name and address of the Bidder	:	
Name and address of the department where worked	:	

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

Signature and seal of the Bidder

Note:

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

SECTION – III

(C) EVALUATION CRITERIA

1. Authority reserves the right to accept or reject any of all bids without assigning any reasons.
2. Authority also reserves the right to reject any bid (including the lowest one) which in its opinion is not responsive or violating any of the conditions/specifications or which is found to be adopting unethical business practices; without bearing any liability or any loss whatsoever it may cause to the bidder in the process.
3. Technical bids will be evaluated as per qualification criteria given in Section III (A) read with qualification stipulated in Clause 12 & 13 of section II (ITB) of the tender documents.
4. In case, the two or more firms offer the same rates, successful bidders will be the one whose turnover is higher than the other competitor(s).

SECTION – IV
(A) BID SUBMISSIONFORM

Date.....

To

Regional Director (Stadia)
Sports Authority of India
Jawaharlal Nehru Stadium
New Delhi-110003

Ref: Your Bidding Document No._____ **dated**_____

1. 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 Comprehensive cleaning, maintenance of horticulture & various grounds, lawns at SAI Stadia conformity with your above referred document for the rate as quoted in the price schedule(s), attached herewith and made part of this Bid.
2. We further confirm that, if our Bid is accepted, we shall provide you with a Performance Security of required amount in an acceptable form in terms of GCC Clause 10, in Section – VI for due performance of the Contract.
3. We agree to keep our Bid valid for acceptance for **90 (Ninety) days** or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal Contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding Contract between us.
4. We agree to all terms & conditions of General Conditions of Contract as per Section VI.
5. We further understand that you are not bound to accept the lowest or any Bid you may receive against your above-referred Bid Reference.
6. We confirm that we are competent to Contract and we do not stand deregistered/banned/blacklisted by any Govt. Authorities.
7. We confirm that we fully agree to the terms and conditions specified in above mentioned Bidding Document, including amendment/corrigendum if any.

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

[Name & address of the firm]

SECTION – IV (B)

Form for Power of Attorney/Board Resolution

Know all men by these presents, we _____ the board vide board resolution dated _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (Name), son/daughter/wife of and presently residing at _____, who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the (Name of Mandate) 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 WHERE OF WE, _____ THE ABOVE NAMED

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

20----For _____

(Signature)

(Name, Title, and Address) Witnesses:

1.

2.

Accepted (Notarized)(Signature)

(Name, Title and Address of the Attorney)

SECTION – IV (C)
BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

Regional Director (Stadia)
Sports Authority of India
Jawaharlal Nehru Stadium
New Delhi-110003

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

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

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

Beneficiary: Secretary, Sports Authority of India, East Gate No. 10, Jawaharlal Nehru Stadium, Lodhi Road, New Delhi – 110003

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee Number]

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

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

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

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

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

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

SECTION – IV (D)

PRICE SCHEDULE FORM

(Should only be uploaded in the Price Bid cover through CPP Portal in MS Excel Sheet format (BOQ)).

Not to be enclosed with the technical bid)

SN (1)	Description of Work (2)	Quantity (3)	Rate (4)	Unit (5)	*Amount (6)

*Amount in column No.6 should be inclusive of all applicable charges/ taxes (except GST).

NOTE:

1. Any alteration/cutting/over-writing in the rates should be attested by the authority signing the bid.
2. Bids received with alteration/cutting/over-writings without attestation will not be considered. No blanks should be left which would make the bid liable for rejection.
3. Total (amount) in the price scheduled of Dr. SPMSPC shall be considered to select 'L1' bidder. In case any discrepancy in the total in figures in comparison to words, the total mentioned in words shall prevail over the amount mentioned in figure.
4. The above mentioned clauses shall be applicable for price schedules given under Section IV (D).
5. Tenderers are advised to understand the magnitude of the job involved for Horticulture services before submitting their bids. They may visit the site during working hours with prior appointment to understand the nature of scope of work. No clarification will be entertained after receiving bids.

(SIGNATURE OF THE TENDERER WITH
SEAL)

SECTION – IV (E)

NEFT MANDATE FORM

From: M/s.....

Date:

To,

The Regional Director (Stadia)
Sports Authority of India
Jawaharlal Nehru Stadium
New Delhi-110003

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 MANDATE FORM

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

[Signature with date, name and designation]

For and on behalf of Messrs _____

[Name & address of the manufacturers]

Confirmed by Bank

Enclosed a copy of Crossed Cheque

SECTION – IV (F)

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING MEETING

Tender Reference No. _____

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

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

Order of Preference	Name	Specimen Signature
1.		
2.		

Alternate Representative Signatures of bidder

Or

Officer 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 authorisation as prescribed above is not furnished.*

SECTION IV (G)

DISCLOSURE OF CONFLICT OF INTEREST

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

(Authorized Signatory)

Stamp

SECTION IV (H)

DISCLOSURE OF CODE OF INTEGRITY

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

1. Prohibition of:-

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

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

(Authorized Signatory)

Stamp

SECTION IV (I)
AFFIDAVIT/UNDERTAKING

I/ We have read and understood the instructions and the terms and conditions contained in the document. I/We accordingly accept all terms and conditions of the tender enquiry document including the essential conditions specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law etc. 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. 10/- duly certified by Public Notary

PART-2

WORK REQUIREMENTS

SECTION – V
SCOPE OF WORK

The Contracting Agency shall render the following services at Dr.SPMSPC, Stadia New Delhi

HORTICULTURE WORK:

Dr. Shyama Prasad Mookerjee Swimming Pool Complex, New Delhi

SN	Description of Work	Qty. Proposed
1.	Complete maintenance of the entire garden features having as per yard stick in the garden area i.e. lawn trees, shrubs, hedge, flower beds, foliages, creepers etc. including hoeing, weeding pruning replacement of plants, gap filling, watering, mowing of lawn mover and brush cutter, removal of garden waste, applying insecticide, pesticide & fertilizers (whenever required) top dressing of lawn with good earth and manure and maintenance of other garden related works, as directed by the officer in-charge. Lawn Area including volleyball ground (For prestigious garden) (6760 sqmx12 months = 81120 sqm.)	81120 sqm
2.	Complete maintenance of shrubs (outside garden features), jobs like making of basin at regular interval i/c watering, weeding, pruning & application of fertilizer etc. and as per direction of officer in-charge. (2000x12month) = 24,000/-	24000 Nos
3.	Cutting of hedge / Edge including removing of cut material, clearing hoeing of hedge/edge bed watering, manuring and applying insecticides and fungicides etc and as per direction of officer in-charge. (500x0.90x12=5400)	5400 sqm.
4.	Topary cutting/shaping of plants removing of cut materials, cleaning, hoeing of plants complete design hoeing of trees (Topary) watering manure etc and as per direction of officer in-charge. Height of topary upto 120 cm (200x12=2400)	2400 Nos.
5	Maintenance of Potted Plants at Nursery in Earthen Pot including resetting/displaying at Nursery, including watering, weeding, hoeing, replacement of broken pots, replacement by fresh plants, colouring, transplanting the damaged posts and disposal of generated garbage at specified place as per direction of officer in-charge. (500 x12=6000)	6000 Nos.
6	Maintenance of potted plant, Earthen pot in displayed at ground floor, office complex including application of good earth, manure, insecticide, pesticide and fertilizer, removing of dry parts by pruning. Cleaning dry leaves and displaying in appropriate place and replacement of broken pots coloring of pots and change of location of pots and replacing with fresh plants as and when required and as per direction of officer in-charge. (For Earthen pot 200 Nos.) (200 x12=2400)	2400 Nos.
7	Maintenance of potted plant, Cements pot at ground floor in ground floor, office complex including application of good earth, manure, insecticide, pesticide and fertilizer, removing of dry parts by pruning, cleaning dry leaves and displaying in appropriate place and replacement of broken pots coloring of pots and change of location of pots and replacing with fresh plants as and when required and as per direction of officer in-charge. (for Earthen pot 200 Nos.) (200 x12=2400)	2400 Nos.

8	Removal of garden garbage / refuse by LMV/Tempo of carrying capacity 5-6 cum of garden rubbish etc. i/c loading, unloading & carriage with all leads lifts complete (Disposal at any authorized place outside the premises of Dr.SPMSPC for dumping of garden refuse) from the point as given by the site – in-charge with minimum four Nos. of labour.	25 trips
9	Supplying & stacking of Sludge at site including royalty and carriage upto 16 km lead and lift complete. (Sludge measured in stacks will be reduced by 8% for payment)	10 cum
10	Supplying & stacking of good earth at site including loading, unloading, royalty and carriage upto 16 km lead and lift complete. (Earth measured in stacks will be reduced by 20% for payment)	20 cum
11	Supplying & stacking of decaying cattle manure including loading, unloading, royalty and carriage upto 16 km lead and lift (Cattle Manure measured in stacks will be reduced by 8% for payment)	10 cum
12	Providing and planting Bougainvillea (variety, Sobhra, Thima, Marry palmar, Cheny Blossom, scarlet queen etc.) well developed with fresh and healthy bushy plant in full bloom of height 30cm to 45 cm with 2-3 branches in 20 cm size of earthen pots/plastic pots and as per direction of officer in-charge	25 Nos.
13	Providing and planting Hamelia patens of height 60-75 cm with 6-8 branches in poly bags of size 25 cm as per direction of officer in-charge	50 Nos
14	Providing and planting Calliandra hybrid of height 75-90 cm with 4-5 branches in bag of size 25 cm as per direction of officer in-charge	50 Nos
15	Providing and planting Tabernaemontana coronaria (Chandni single) variegated of height of height 60-75 cm with 5-6 branches in bag of size 25 cm as per direction of officer in-charge	50 Nos.
16	Providing and planting Hibiscus variegated of height of height 45-60 cm with 3-4 branches and healthy variegated foliage in earthen pot of size 20 cm as per direction of officer in-charge	100 Nos
17	Providing and planting Tecoma gaudichaudi of height of height 60-75 cm with 5-6 branches in p. bag of 25 cm as per direction of officer in-charge	50 Nos
18	Providing and displaying of Araucaria cookie plant, having ht. 60 cm to 75 cm, straight, well developed, fresh and healthy with lush green leaves from bottom to top in 20 cm size of Earthen pot/plastic pot & as per direction of officer in-charge.	40 Nos
19	Providing of Areca Palm plant, having ht. 1.20 m to 1.50 m with 5 to 6 suckers, well developed, fresh and healthy with lush green foliage in 25 cm size of Earthen pot/Plastic pot & as per direction of officer in-charge.	50 Nos
20	Providing of Croton petra Bangalore variety plant, having ht. 45 cm and above well developed, fresh & healthy leaves in 20 cm size of Earthen pot / Plastic pot & as per direction of officer in-charge.	40 Nos
21	Providing and displaying of Raphes palm plant, having ht. 45 cm to 60 cm with 5 to 7 suckers, well developed, full of fresh & healthy leaves in 25 cm size Earthen pot / Plastic pot & as per direction of officer in-charge.	50 Nos
22	Providing and displaying of Money Broad Leaves mounted on moss stick 90 cm ht., 3 to 4 plants in each pot, well developed with full of fresh & healthy leaves in size of 25 cm Top dia x 18 cm Bottom dia x 25 cm Perpendicular height Earthen pot / Plastic Pot & as per direction of officer in-charge.	40 Nos
23	Providing and displaying of Dahila double Kenya varieties in different color well developed with 3-4 flowers in half bloom good foliage stacked with green coloured bamboo stick 45-60cm height in size of 25 cm Earthen pot / Plastic Pot & as per direction of officer in-charge.	100 Nos
24	Providing and displaying of Chrysanthemums double variety well developed with having 45-60 cm height with 6 and above flowers in half blooming stage, fresh and healthy with bamboo sticking in 25 cm Earthen pot / Plastic Pot & as per direction of officer in-charge.	50 Nos

25	Providing and displaying of poinsettia dwarf multi head, having upto 30 cm height with 3-4 branches with fully different colored top with fresh and healthy foliage well developed in 20 cm and Earthen pot / Plastic Pot & as per direction of officer in-charge.	100 Nos.
26	Providing and displaying of Dianthus dwarf in different color healthy bloom in 20 cm Earthen pot / Plastic Pot & as per direction of officer in-charge.	50 Nos.
27	Providing and displaying of marigold jaffri orange/yellow/russet color well developed with fresh & healthy foliage with 40-50 flowers in bloom specimen plant 60-75 cm ht. in 25cm Earthen pot / Plastic Pot & as per direction of officer in-charge.	100 Nos
28	Providing and displaying of marigold (tagetes) inca hybrid different color having 30 cm and above ht. with 6-8 flowers in bloom and blooming condition, well developed pot should be fully covered with fresh and healthy, foliage and flowers in 20cm Earthen pot / Plastic Pot & as per direction of officer in-charge	100 Nos
29	Providing and displaying of pansy hybrid sakata well developed with fresh and healthy, foliage with 3 to 4 flowers in bloom in 20cm Earthen pot / Plastic Pot & as per direction of officer in-charge	100 Nos
30	Providing and displaying of petunia hybrid different ways in different color well developed with fresh & healthy foliage in full blown in 25 cm Earthen pot / Plastic Pot & as per direction of officer in-charge	100 Nos
31	Providing and displaying of salvia ht. 45-60 cm multi branches stacking with bamboo stick specimen type with full bloom well developed in 25cm Earthen pot / Plastic Pot & as per direction of officer in-charge	100 Nos
32	Providing and displaying of salvia red hybrid dwarf variety having 15-25 cm ht. fresh and healthy foliage in full bloom well developed in 25 cm Earthen pot / Plastic Pot & as per direction of officer in-charge	100 Nos
33	Providing and displaying of stock double white color dwarf variety with fresh and healthy foliage with bloom in 20 cm Earthen pot / Plastic Pot & as per direction of officer in-charge	100 Nos
34	Providing and displaying of tapioca variegated (Manihot esculenta) well developed with fresh & healthy 30-45 cm ht. bright color foliage in 25 cm Earthen pot / Plastic Pot & as per direction of officer in-charge	100 Nos
35	Providing and displaying of kochia well developed with fresh & healthy 30-45 cm ht. lush green well shaped in 25 cm Earthen pot / Plastic Pot & as per direction of officer in-charge	100 Nos
36	Providing and displaying of vinca different color 6-8 well developed branch in full bloom stacked with green painted bamboo stick in 25cm Earthen pot / Plastic Pot & as per direction of officer in-charge.	100 Nos
37	Providing and displaying of portulaca hybrid in different color with bloom well developed fresh and healthy in 20cm Earthen pot / Plastic Pot & as per direction of officer in-charge	100 Nos
38	Providing and displaying of different hybrid seasonal plants (salvia, petunia, vinca, glardia etc) well developed healthy and good foliage on bud stage in polybag of size 15cm x 20cm & as per direction of officer in-charge	1500 Nos
39	Providing circular cement concrete pots of specific size, cast with cement concrete of nominal mix 1:2:4(1 cement:2 coarse sand :4 graded stone aggregate 6 mm nominal size), reinforced with 7 Nos (3 nos horizontal & 4 nos vertical "U" shape) M.S. wires of 3.5 mm dia as per design, including required form work, finishing with cement punning on exposed surface, curing for specified period and stacking in required rows and height, all complete as per direction of officer in-charge Top inside dia 35cm, outer bottom dia 25 cm, total height 35cm with wall thickness of 25.4 mm.	50 Nos

General Scope of Work:

1. Anti termite treatment by digging pits 30 cm deep and 4 cm dia, 6 to 7 holes around the tree using chemical emulsion at the rate of 1.5 litres per hole in two time or more application to get trees free from termite infection chemicals.
2. Providing and applying anti termite treatment of infected trees i/c all branches /leaves by spraying chemical emulsion
3. Anti termite treatment of lawn area through premise.
4. Providing and fixing of Tuflex Garden fencing Hexagonal net/or equivalent of green color having contents (Weight grams/sqm. 510 (+/-8%) in width of 60 cm. with bamboo of 90 cm. length. The bamboo should be painted with green color paint of approved brand and manufacture (two or more coats) and fixed 30 cm below ground level and 60 cm above ground level at a distance of 1.50 mtrs.
5. Removal of garden garbage/refuse by L.M.V./Tempo of carrying capacity 5-6 cum of garden rubbish etc. i/c loading, unloading & carriage with all, leads and lifts complete (Disposal at any authorized place of dumping of garden refuse outside the premises of Dr.SPMSPC) from the point.
6. Supplying & Stacking of Sludge at site of work i/c loading, unloading and royalty upto all lead and lifts
7. Supplying & stacking of good earth at site of work i/c loading, unloading and royalty upto lead of 25 km.
8. Supplying & stacking of cow dung manure at site of work i/c loading, unloading and royalty upto lead of 25 km.
9. Supply of B.A.P. (Best Agri Product) organic manure with Gypsum and Dolomite based soil having composition Calcium, Sulphur, Nitrogen, Phosphorous, Humic Acid, Fulvic Acid and other necessary hormones for plants growth.
10. Supply of Black Suriya (organic soil conditioner) having composition Nitrogen, Potash, Humic Acid, Amino acid and most of micro nutrients.
11. Providing and sapling plants
12. Provision of providing annual flower pot
 - i. Winter season in 8 " earthen pots
 - ii. Summer season in 8 " earthen pots
13. To provide and maintain on daily basis the flower pots with seasonal flowers in the offices of Administrator. Dr SPMSPC .

NOTE:

- (i) For carrying out these functions, the Contractor shall deploy Malies at Dr SPMSPC, New Delhi daily from Monday to Saturday and on other occasion as & when required.
- (ii) Malies (Gardeners) should be experienced of not less than two years.

- (iii) The field staff for different garden features and operation should be deployed as per yard stick of central public work department maintenance manual 2019.
- (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 at SAI, Stadia New Delhi 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 him 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 10.00 AM to 05.00 PM from Monday to Saturday, on any other occasion day as and when required.
- (vii) The Contractor shall not deploy or shall discontinue deploying 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(s) of the personnel employed by the Contractor will also be submitted by the Contractor to the Administrator
- (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.

Above is illustration only. There can be addition/deletion as per general or specific requirement of the center concerned.

Date

(SIGNATURE OF THE TENDERER WITH SEAL)

PART - 3

CONTRACT

SECTION – VI

GENERAL CONDITIONS OF CONTRACT (GCC)

1. The contract will be valid for a period of one year commencing from the date of signing the contract. 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 21 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 tendering agency is to ensure that deployed staff for horticulture services at SAI is trained to use latest technology equipments used for horticulture services. The contractor agency shall ensure that training for such technologies shall be imparted to the deployed time to time at his own cost.
6. The Contractor shall bring all tools & gadgets required for Horticulture work. The Contractor shall be entirely responsible for the materials, tools & equipment's handed over by SAI and brought by the Contractor and shall be kept in the custody of the Supervisor.
7. The contractor or his authorized representative has to attend a meeting as decided and informed by SAI for discussion/ and evaluation of performance with the SAI representative and submit a report on the jobs done on a fortnightly basis. The SAI representative will confirm the date and time of the meeting.
8. The chemical, fertilizer, cow dung manure, Okhala sludge, earthen pots, cement pots etc. shall be supplied by the Agency as and when required.
9. Consultancy for landscaping by your experts such as architecture or horticulture planners shall be provided to SAI, as and when required at no extra cost.
10. 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.
11. 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.
12. Payment of bills shall be released only after due verification towards satisfactory services during the billing period and accompanied by documentary proof of the following:-

- a. Bio Metric (machine to be installed by the agency along with necessary device, i.e., server of the machine to be maintained by the agency only for record of attendance) attendance sheet duly certified & signed with stamp by the Agency to be submitted along with monthly bill.
 - 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.
13. Wages payable shall not be less than the Minimum Wages as per Central Government Rules.
 14. 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 agency after each and every change. The rates mentioned by the Contractor includes all extant statutory liabilities including "ESI, PF" Bonus, Uniforms etc.
 15. 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(seven) 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.
 16. 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 manpower agency shall specifically ensure compliance of various Labour Laws/Acts. Including but not limited to with the following and their enactments/ amendments/notifications.
 17. 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.
 18. 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.

19. 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, 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.
20. In case of a death of mishap occurred during discharging the duty; the compensation liability will solely rest with the Contractor.
21. 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.
22. 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.
23. The successful bidder/Contractor would have to deposit an amount equivalent to 10% of the cost of work or Annual Contract of value towards Performance Guarantee through Demand Draft/Pay Order/Bank Guarantee from a commercial bank in favour of the Secretary, Sports Authority of India, East Block, Jawaharlal Nehru Stadium, Lodhi Road, New Delhi – 110 003 within 15 days of awarding of the Contract, which would remain with SAI 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.
24. 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.
25. 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.
26. 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.

27. 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;
28. Income Tax TDS as per rules shall be deducted from the bills of the Contractor as per applicable laws.
29. 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.
30. Any violation of instructions / agreement or suppression of facts will attract cancellation of agreement without any reference.
31. 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.
32. 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.
33. 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.
34. 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.
35. 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.
36. 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.
37. 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.

38. Persons engaged by the contractor shall not take part in any union and association activities.
39. SAI shall not be responsible for providing residential accommodation to any of the employee of the contractor.
40. 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.
41. 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.
42. 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.
43. The Contractor will be held wholly responsible for any action taken by statutory bodies for violation /non – compilation of any such provision/rule.
44. 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, () Employment card (to be issued to workers), (c) Muster Roll, (D) Register for wages, (e) Wage slip, (f) OT Register etc.
45. The wages shall be paid to work men without any deduction except those under the payment of Wages Act and Minimum Wages as per Central Government Rules Act.
46. The Contractor should ensure that his workmen are granted Holidays/ Lave with wages as per applicable Act / Rules.
47. The SAI reserves its rights to withhold bills, if the Contractor fails to produce proof for having remitted the ESI/PF dues.
48. The Contractor must get police verification of all his personnel employed at SAI, Stadia along with voter IDs, and other valid proof of residence.
49. 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.
50. 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. It 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 centre):

S.No.	Description of irregularities	Penalty
1	Breach of any of the clause of Scope of works under Section – V, i.e., Work Requirement, Page No.37 to 51.	10% of the total amount monthly bill will be imposed 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.*

51. 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.

52. **Disclaimer:** The near relatives of SAI are prohibited from participation in this tender. The near relatives for this purposes are defined as:

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

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

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

- a) Further to Section II- A (F) Scrutiny & Evaluation of Bids above, the purchaser's evaluation of a tender will include and take into account the following:
 - i. In the case of goods manufactured in India or goods of foreign origin already located in India, Goods and Services Tax, Works Contract Tax etc which will be contractually payable (to the bidder), on the goods and services; and
 - ii. In the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the bidder) on the goods and services.
- b) In exercise of powers conferred in section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1st April 2012. The policy mandates that 20% of procurement of annual requirement of goods and services by all Central Ministries/Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said

20% quantity.

- i) In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L 1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than on MSE. Such MSEs would be allowed to supply up to 20% of the total tendered value. In case there are more than one such eligible MSE, the 20% supply will be shared equally. Out of 20% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.
 - ii) The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir board or national Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being on MSE, failing which their tender will be liable to be ignored.
- c) The provisions of Public Procurement (Preference to Make in India) Order 2017 issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide Letter No. P-45021/2/2017BE-II dated 15.06.2017 shall be applicable to the bidding process and award of the contract shall be done accordingly. In this connection, the minimum local content shall be... % (fill 50% in general however, the figure can be varied depending upon type of purchase with the approval of Competent Authority) and the margin of purchase preference shall be 20%. For award of contract, _____(3a or 3b or 3c, whichever is applicable) of the Public Procurement (Preference to Make in India) Order 2017 shall be applicable in addition to the other provisions in the bidding documents in this regard. The bidder shall have to specify whether he is a local supplier in terms of the Public Procurement (Preference to Make in India) Order 2017 or otherwise in the bid forwarding letter. In case of the bidder being a local supplier, he shall also give a certificate from statutory auditor of the company (in case bidder is a company) or from a practicing cost accountant or practicing Chartered Accountant (in case bidder is not a company) along with his bid in terms of para 9 (b) of the Public Procurement (Preference to Make in India) Order 2017.
- d) 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 & 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.
54. 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.

55. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either 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. In the case of a dispute or difference arising between SAI the Contractor relating to any matter arising out of or connected with the Contract, such dispute or difference shall be referred to the sole arbitrator to be appointed by the Director General, SAI, Jawaharlal Nehru Stadium, Lodhi Road, New Delhi - 110003. The award of the arbitrator will be final and binding on the parties to the Contract.
56. **Venue of Arbitration:** The venue of arbitration shall be the place from where the Contract has been executed i.e. New Delhi. The procedure and fee of the Arbitrator shall be in terms of applicable policies of SAI.
57. The Court of Judicature at New Delhi will have the exclusive jurisdiction to try the disputes.
58. The Contract shall be governed by and interpreted in accordance with laws of India for the time being in force.
59. The successful bidder will submit bill in triplicate on 5th of each month along with challans separately to the office of Administrator Dr. SPMSPC, Delhi for payment. The payment will be made after verification of items supplied as per indent. Tax at sources shall be deducted as admissible and payment will be made accordingly by A/C Payee cheque or to be transferred to his/her account through electronic system within 15 days from the receipt of the bill.
60. 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.
61. The Earnest Money of the successful bidder will be refunded after depositing the Security money against the contract. However, the same will not carry any interest.
62. The successful bidder shall be responsible for ensuring the safety of the Stadium and his own employees. In-case of any injury to any Sports Authority of India employees/persons or damages caused to the property of SAI Stadia, as a result of this contract activities, the successful bidder shall be solely responsible to pay compensation for such injury and/ or damages as may be required under the law. In case of any court case or challan by the police or any local authority or any other party competent to take such action, the successful bidder shall be sole responsible for defending the cases before the court of law and/or to ensure compliance with the summons / challan served in this behalf.
63. 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.
64. The Contractor will be held wholly responsible for any action taken by statutory bodies for violation /non – compilation of any such provision/rule.
65. 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.

Note:

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

SECTION – VIII(A)

**Contract Agreement
Sports Authority of India (SAI)**

Contract No.____

Dated_____

This is in continuation to this office’s Notification of No. _____ dated..... Award of Rate Contract

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’s Bid No _____ dated_____and subsequent communication(s) No _____ dated _____ (if any), exchanged between the supplier and the purchaser in connection with this Bid.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this Rate Contract:
 - (i) General Conditions of Contract;
 - (ii) Schedule of Requirements
 - (iii) Technical Specifications;
 - (iv) Bid Form furnished by the supplier;
 - (v) Price Schedule(s) furnished by the supplier in its Bid;
 - (vi) 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

Schedule No.	Brief description of Serv	Accounting unit	Unit price	Terms of delivery

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

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

(Signature, name and address of the authority’s authorized official)

For and on behalf of Regional Director,
Sports Authority of India Received and
accepted this Contract

[Signature with date, name and
designation]

For and on behalf of Messer’s
[Name & address of the service provider]
(seal of the service provider)

Date: _____
Place: _____

SECTION – VIII (B)**CHECKLIST**

(To be filled by the concerned firm)

Name of Bidder:

SN	Activity	Yes/No/NA	Page No. in the Document	Remarks
1.a	Have you enclosed EMD of required amount for the quoted schedules?			
1.b	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section IV D?			
1.c	In case Bank Guarantee is furnished, have you kept its validity of <u>90</u> days from Techno Commercial Tender Opening date as per Section I of IFB?			
2.	Have you enclosed duly filled Tender Form as per format in Section IV (A)?			
3.	Have you enclosed power of attorney in favor of signatory?			
4.	Have you submitted satisfactory performance certificate as per criteria stipulated in Section III (A) of RFP?			
5.	Have you submitted three year experience as per criteria stipulated in Section III (A) of RFP			
6.	Have you submitted GST registration Certificate			
7.	Have you furnished valid contract labour license issued by the competent licensing officer for executing such work through contract labour in an establishment			
8.	Have you enclosed photocopy of IT Return for the F. Y. 2017-18, 2018- 19 & 2019-20 (<i>if accounts for 2019-20 are not finalized, then 2016-17, 2017-18 & 2018-19</i>)			
9.	Have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
10.	Have you intimated the name an full address of your Banker (s) along with your account Number			

SN	Activity	Yes/No/NA	Page No. in the Document	Remarks
11.	Have you fully accepted payment terms as per document?			
12.	Have you furnished conflict of interest certificate as per Section – IV (G) ?			
13.	Have you submitted the certificate of incorporation?			
14.	Have you furnished Average Annual Turnover for last three years prior to the date of Tender opening duly certified by chartered accountant bearing their membership no.			
15.	Have you furnished solvency certificate issued by the Nationalized bank or collector?			
16.	Have you submitted declaration on disclosure of code of Integrity as per Section IV (H)?			
17.	Have you submitted duly filled up NEFT mandate form as per Section IV(E)			

N.B

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