



**e-Bidding Document**  
**for Maintenance & Development of Comprehensive**  
**Horticulture Work**

at

**SPORTS AUTHORITY OF INDIA, UDHAV DAS MEHTA (BHAJI),**  
**CENTRAL REGIONAL CENTRE, GRAM GORA, BISHENKHERI,**  
**POST SURAJ NAGAR, BHOPAL (MADHYA PRADESH) PIN- 462044**

**Telephone: 0755- 2696930, 2970823**

Email- [rdsaihbho-mp@gov.in](mailto:rdsaihbho-mp@gov.in) & [adsaibpl@gmail.com](mailto:adsaibpl@gmail.com)

Websites: [www.sportsauthorityofindia.nic.in](http://www.sportsauthorityofindia.nic.in) & [www.saicrc.in](http://www.saicrc.in)

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## SECTION I

### **INVITATION FOR BID (IFB)**

1. Sports Authority of India (SAI), Central Regional Centre, Bhopal, invites online bids (**Manual bids shall not be accepted**) on two bid system for Maintenance & Development Comprehensive Horticulture Services as given under:

1.	Scope of Work	Maintenance & Development of Horticulture Comprehensive Works at SAI CRC Bhopal
2.	Bid Reference No.	101/SAI/RDCC/Horticulture/2018-19
3.	<b>Date of issue</b>	<b>16.08.2018</b>
4.	Earnest Money	EMD of Rs.1,00,000/-
5.	<b>Last Date for Submission</b>	<b>06.09.2018 04:00 PM</b>
6.	Address for Offline Submission EMD	Scanned copy of Earnest Money (Bid Security) is to be uploaded online and Hard Copy of same must be sent to the <b>office of Director Incharge, SAI CRC Bhopal, Gram Gora, Bishenkheri, Post- Suraj Nagar, Bhopal (Madhya Pradesh) Pin-462044</b> on or before Bid Submission END Date & Time as mentioned in Critical Date Sheet, If hard copy of the same is not received on or before bid closing date & time, the tender will be rejected.
7.	<b>Date of Opening of Technical bid</b>	<b>07.09.2018 at 04:00 PM</b>
8.	Date of Opening of Financial bid	Will be notified at a later date after completion of technical evaluation
9.	Contact for any queries	rdsaibho-mp@gov.in 0755-2696930, 2970823

### CRITICAL DATE SHEET

Publication of the Tender Document	16.08.2018 (06:00 PM)
Downloading of Bid Document Start Date	17.08.2018 (09:30 AM)
Downloading of Bid Document End Date	06.09.2018 (04:00 PM)
Bid Submission Start Date	17.08.2018 (09:30 AM)
Bid Submission End Date	06.09.2018 (04:00 PM)
Clarification Start Date	17.08.2018 (09:30 AM)
Clarification End Date	31.08.2018 (06:00 PM)
Technical Bid Opening Date	07.09.2018 (04:00 PM)

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

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

**(Rajinder Singh)**  
**Director Incharge**  
**SAI CRC Bhopal**

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INSTRUCTIONS TO BIDDERS (ITB) CONTENTS

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

**(a) PREAMBLE**

**1. Definitions and Abbreviations**

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

ii) Definitions:

- a. **“SAI”** means the organisation procuring services as incorporated in the Tender Enquiry documents i.e., **Maintenance & Development of Comprehensive Horticulture Work at SAI CRC Bhopal,**
- b. **“Tender”** means bids/quotations/Tender received from a Firm/ Bidder.
- c. **“Bidder”** means bidder/the individual or firm submitting bids/Quotations/Tender.
- d. **“Contractor/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 conform.
- j. **“Inspection”** means activities such as measuring, examining, testing, gauging one or more characteristics of service and comparing the same with the specified requirement to determine conformity.
- k. **“Day”** means calendar day.

iii) Abbreviation:-

- a. **“TE Document”** means Tender Enquiry Document
- b. **“NIT”** means Notice Inviting Tenders
- c. **“ITB”** means Instruction to Bidder
- d. **“GCC”** means General Conditions of Contract
- e. **“BG”** means Bang Guarantee

**2. Introduction**

- i) This bid document is for procurement of services as mentioned in **Section -V “Scope of Work”**.

- ii) This Section **(Section II)** provides relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by SAI 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 SAI, the bidder should read and examine all the terms and conditions, instructions, specifications etc. contained in the bid document. Failure to provide and/or comply with the required information, instructions etc. incorporated in this bid document, may result in rejection of the bid.

**3. Language of Bid**

The bid submitted by the bidder and all subsequent correspondence and documents relating to the bid, exchanged between the bidder and the SAI, shall be written in English 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 purpose of interpretation of the bid, the English translation shall prevail.

**4. Tendering Expenses**

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

**(b) BIDDING DOCUMENTS**

**5. Content of Bidding Documents**

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

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

**6. Amendment(s) to Bid Document**

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

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

#### **7. Modifications/withdrawal of bids**

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

#### **8. Clarification of Bid Document**

- (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. The SAI will respond in writing to such request provided the same is received (by the SAI) not later than 03 days prior to the prescribed original date of submission of bid.
- (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.

#### **9. Late bids**

Any bid submitted after the specified date and time for submission of bids shall not be considered.

#### **10. Bid format**

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

### **(c) PREPARATION OF BIDS**

#### **11. Documents comprising the bid**

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

#### **12. Technical Bid:**

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

- (i) Bid Security: Bid Security is to be furnished in accordance with clause 17 of ITB and as per form at **Section IV (A)**. Alternatively, documentary evidence for claiming exemption, if any, from payment of Earnest Money.



- (ii) Self-attested ID proof, address proof, Pan Card and a recent passport size colored photograph of authorized representative.
- (iii) Certificate of Incorporation, Articles and Memorandum of Association in case of companies/Partnership Deed and Registration of Partnership Firm in case of Firms/Any document proving ownership of proprietary firm.
- (iv) Documents mentioned in the qualification criteria as per **Section III (A)**.
- (v) "Performance Statement" as per perform in **Section III (B)** along with relevant copies of orders and end users' satisfaction certificate.
- (vi) National Electronic Fund Transfer (NEFT Form) as per **Section IV (E)** for payment in Indian Rupee.
- (vii) **Certificate of Chartered Accountant showing average annual turnover of Rs.50 lac in Horticulture work** for the last three financial years 2015-16, 2016-17 & 2017-18, (If audited balance sheet for the year 2017-18 is not available than audited balance sheet for the year 2014-15 should be submitted). Copies of Balance Sheet, Profit and Loss Account statement etc must be enclosed.
- (viii) Latest Income Tax returns filed for the last three financial years (2015-16, 2016-17 & 2017-18).
- (ix) Goods & Services Tax Certificate
- (x) Valid PAN, PF registration with codes & Registration with Employee State Insurance Corporation (ESIC)
- (xi) Valid Registration Certificate/ License with labor department under contract labor (Regulation and Abolition) Act, 1970
- (xii) Undertaking by the bidder confirming availability of manpower of requisite, experience.
- (xiii) Registration No. and Certificates for Shops & Establishment Act of the respective state, if applicable.

**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.*

**Note-2:** *The bidders shall execute necessary instrument and documents required by SAI in relation to the bidding documents and shall adhere to all notification/amendments as may be issued by the SAI from time to time. All costs (including taxes, stamp duties and registration charges if any shall be borne by the bidders)*

**Note-3:** *The Technical bid shall not include any financial information. Such a bid shall be summarily rejected.*

**13. Price Bid/Financial Bid:** - This should be uploaded online in the prescribed PDF format as per **Section IV (C)** of bid document.

- (i) The Bidder shall quote for all the components of items specified in the price schedule provided under **Section IV (C)** with details of the cost per persons required as per Annexure A of **Section IV (C)**. All the columns shown in the price schedule should be filled up as required.
- (ii) The authorized signatory of the bidder must sign the bid, duly stamped at appropriate places with initial on all the remaining pages of the bid. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, SAI may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- (iii) No condition shall be attached to the Financial Bid. Conditional bids shall be summarily rejected.
- (iv) It is the responsibility of Bidder to go through the Bidding Document before offering rates as per price schedule.
- (v) All pages of the Bid should be page numbered and indexed.
- (vi) All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/ RTGS System. Bidders are required to fill and attach the NEFT Mandate Form attached as per Section-IV (E).

*Note: Bidders are requested to upload the “**Technical Bid**” and ‘**Financial Bid**’ having the above mentioned documents online in PDF format.*

#### **14. Firm Price**

- (i) The prices quoted by the Bidder shall remain firm and fixed during the currency of the contract.
- (ii) The successful bidder shall not be entitled to claim any additional amount for any reason whatsoever during the currency of contract period.
- (iii) Sales-tax/VAT (except GST), purchase tax, turnover tax or any other tax, 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.

#### **15. Alternative Bids are not allowed.**

#### **16. 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.

## 17. Bid Security/Earnest Money Deposit (EMD)

- (i) The bidder shall furnish Bid Security for an amount as shown in the Clause 1 of Section I-IFB. The Bid Security is required to protect the SAI against the risk of the bidder's unwarranted conduct as explained under **sub-clause 17 (vii)** below. Non submission of Bid Security will be considered as major deviation and bid will not be considered
- (ii) In case, as per notification of Government of India, the bidder falls in the category of exemption of Bid Security, it should furnish the relevant notification along with required documents like valid Registration Certificate etc.
- (iii) The Bid Security shall be furnished in one of the following forms:
  - a) Account Payee Demand Draft
  - b) Fixed Deposit Receipt
  - c) Banker's cheque
  - d) Bank Guarantee from any of the commercial banks (as per the format at **Section IV-D)**
- (iv) The Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee shall be drawn on any Commercial Bank in India, in favour of the "**Regional Director, Sports Authority of India**", payable at Bhopal. In case of Bank Guarantee, the same is to be obtained from any commercial bank in India as per the format specified under **Section IV (D)** of the Bid Document
- (v) This **EMD/Exemption Certificate** should be submitted in sealed envelope superscribed as EMD & Tender No. "**101/SAI/RDCC/Horticulture/2018-19 dated 16<sup>th</sup> August, 2018**" on or before last date & time of submission of bids. In the absence of EMD, the tender will be rejected. In the event of the awardee bidder backing out, EMD of that bidder will be forfeited.

**This envelope having EMD/Exemption Certificate should reach to the Office of Director Incharge, Sports Authority of India, Central Regional Centre, Gram Gora, Bishenkheri, Post Suraj Nagar, Bhopal, Madhya Pradesh Pin-462044 on or before last date & time of submission of bid , i.e. on or before 04:00 pm, 06.09.2018.**
- (vi) The Bid Security shall be valid for a period of 45 days beyond the validity period of the bid, as validity period of bid as per clause ITB is 180 days. The Bid Security shall be valid for 225 days from the date of opening of the Technical Bid.
- (vii) Earnest Money is required to protect the SAI against the risk of the bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the SAI. The successful bidder's earnest money will be forfeited without prejudice to other rights of SAI if it fails to furnish the required performance security within the specified period.
- (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.

## **18. Bid Validity**

- (i) The bid shall remain valid for acceptance for a period of 180 days after the date of bid opening, prescribed in the bid document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.
- (ii) In exceptional circumstances, SAI may request the bidders' consent to extend the validity of their bids up to a specified period. The bidders, who agree to extend the bid validity period are to extend the same in writing. However, they will not be permitted to modify their original bids during the extended bid validity period.
- (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.

## **19. SAI's right to accept any bid and to reject any or all bids.**

The SAI reserves the right to cancel the bidding process and reject all bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidders.

## **20. Signing of bids**

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

### **(d) SUBMISSION OF BIDS**

## **21. Submission of bids**

- (i) Bids should be submitted on line as per the instructions given for online submission under Section II (B).
- (ii) Bids must be received by the SAI not later than the date and time prescribed in the bid document.
- (iii) SAI, at his discretion, may extend the deadline for submission of bids by amending the bid document in accordance with **clause 7** 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 SAI will open the bids at the specified date, time and place as indicated in the IFB in **Section-I**. If due to administrative reasons the venue / date/ time of bid opening are changed, it will be displayed prominently in the notice board of the SAI and on the SAI's website.
- (ii) In case the specified date of bid opening falls on a holiday or is subsequently declared a holiday or closed day for the SAI, the bids will be opened at the appointed time and place on the next working day.
- (iii) Authorized representatives of the bidders, who have submitted bids on time may attend the bid opening provided they bring with them letters of authority from the corresponding bidders. Letter of authority for attending the bid opening meeting should be in the format placed at **Section IV (F)**.
- (iv) Two – bid system as mentioned in Para 11 above will be as follows:-
  - a) **Technical Bids** will be opened in the first instance, at the prescribed date and time as indicated in **Section –I (IFB)**. These bids shall be scrutinized and evaluated by the SAI with reference to parameters prescribed in the Bid Document. During the Technical bid opening, the bid opening official(s) will read the salient features of the bids like brief description of the items offered, delivery period, Bid Security and any other special features of the bids, as deemed fit by them.
  - b) **Financial Bids** of only the technically acceptable bids / offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical Bid. The prices, if any offered etc., as deemed fit by bid opening official(s) will also be read out.

## (f) SCRUTINY AND EVALUATION OF BIDS

### 23. Basic Principle

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

### 24. Scrutiny of Tenders

- (i) The SAI will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- (ii) SAI will determine the responsiveness of each Tender to the TE Document without recourse to extrinsic evidence.
- (iii) The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.

(iv) The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;

- a) Qualification Criteria not enclosed
- b) Tender is unsigned.
- c) Tender validity is shorter than the required period
- d) Required EMD (Amount, validity, date etc.)/exemption documents have not been provided
- e) Bidder has not agreed to give the required performance security.
- f) Bidder has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
- g) Poor/ unsatisfactory past performance.
- h) Bidder has not quoted for the entire services as specified in the Scope of Work as well as in the Price Schedule.
- i) Bidder has not complied with the requirement of Clauses of ITB.

## **25. Minor infirmity/irregularity/Non-conformity**

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

## **26. Discrepancies in Prices**

- a) If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the SAI feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- b) If there is a discrepancy in Goods & Service Tax (GST), the contract shall be awarded to the responsive bidder who is **Lowest** in monthly rate quoted per square meter (Column-B) of Financial bid.
- c) 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
- d) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- e) 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 e-mail/registered/speed post. If the bidder does not agree to the observation of the SAI, the tender is liable to be ignored.

## **27. Qualification Criteria**

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

## **28. Comparison of Bids and Award Criteria**

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

## **29. Contacting the SAI**

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

## **(g) AWARD OF CONTRACT**

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

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

### **31. Notification of Award**

- (i) The bidder whose bid has been accepted will be notified of the award by the SAI prior to the expiry of the bid validity period.
- (ii) Before expiry of the bid validity period, the SAI will notify the successful bidder in writing, by registered / speed post or by fax/ email that its bid for items, which have been selected by the SAI, also briefly indicating there-in, that the essential details like description and prices have been accepted. The successful bidder must furnish to the SAI the required Performance Security within 15 days from the date of dispatch of this notification, failing which the Bid Security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided under GCC Clause 2 under **Section VI**.
- (iii) The Letter of Award (LoA) will state the sum that the SAI will pay to the successful bidder in consideration of the services to be provided by him.
- (iv) The details of award of work and name of the successful bidder shall be mentioned on the CPP Portal.
- (v) Notification of Award shall constitute the conclusion of the Contract.

### **32. Issue of Contract**

- (i) Promptly after notification of award, the SAI will mail the Contract Agreement as per **Section VII (A)**, duly completed and signed, in duplicate, to the successful bidder by registered / speed post.
- (ii) The successful bidder shall return the original copy of the contract, duly signed and dated, to the SAI by registered/ speed post within 15 days from the date of issue of the contract.
- (iii) Execution of the agreement on Rs.1000/- Stamp paper, the cost of the same borne by contractor

### **33. Variation of Area**

- (i) The SAI, Bhopal reserves the right to include, exclude, modify the areas or any part of areas as per its requirements and add any further areas which it may acquire for the purpose of its objectives to any of the Central Regional Centre lawns, playing fields, parking area, pavements, open green area is covered within the scope of this contract without any change in the unit price and other terms & conditions quoted in the bid by the bidder.
- (ii) Further, SAI reserves the rights to delete any of the area without assigning any reason whatsoever. SAI as deemed fit, out of the total area for the tendered area may place Notification of Award for the area as per the requirements.

### **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 2 of **Section VI** shall constitute sufficient ground for annulment of the award and forfeiture of bid security.

### **35. Cancellation of Bid/Contract**

The SAI reserves the right to cancel the bid(s)/contract without assigning any reason. Before Annulment of contract, SAI will notify the service bidder giving a notice of 30 days.

### **36. Disqualification**

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

### **37. Non-receipt of Performance Security and Contract by the SAI**

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

### **38. Corrupt or fraudulent practices**

- (i) It is required by all concerned namely the Service provider/SAI to observe the highest standard of ethics during the tender process and execution of such contracts. In pursuance of this policy, the SAI:
  - a) Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;



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

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

- (i) 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 independently serving units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business.

**SECTION – II (B)**  
**INSTRUCTIONS FOR ONLINE BID SUBMISSION**

1. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. For more information useful for submitting online bids on the CPP Portal may be obtained from: <https://eprocure.gov.in//eprocure/app>.
2. **REGISTRATION:**
  - (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) During enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/TCS/nCode/ eMudhra etc.), with their profile.
  - (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 if they want to obtain any clarification / help from the helpdesk may use it.
4. **PREPARATION OF BIDS:**
  - (i) Bidder should take into account corrigendum published on the tender document before submitting their bids.

- (ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Bidder, in advance, should get ready the technical bid documents to be submitted as indicated in the tender document, **they should be in PDF format**. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- (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 indicated in the tender document.
- (iii) Bidder has to select the payment option as “offline” to pay the 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 office of Director Incharge, SAI CRC Bhopal latest by the last date of bid submission or as specified in the tender documents. The details of the Demand Draft 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 of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- (vi) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- (vii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (viii) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.
- (ix) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- (x) The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in **pdf format**. All bids **(Both Technical and Financial should be submitted in the E-procurement portal)**.

#### 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 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005 Mobile : +91 8826246593 and E-Mail : [support-eproc@nic.in](mailto:support-eproc@nic.in)**

**SECTION - III (A)**  
**QUALIFICATION CRITERIA**

**Bid Reference No. 101/SAI/RDCC/Horticulture/2018-19**

**Dated: 16.08.2018**

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 annual average turnover of Rs.50 Lacs in Horticulture Work in last three financial years viz 2015-16, 2016-17 & 2017-18. (If audited balance sheet for the year 2017-18 is not available than audited balance sheet for the year 2014-15 should be submitted)	Statutory Auditor's Certificate that provides the information explicitly as per the criteria. Statutory Auditor's Certificate is mandatory. Providing Balance Sheet or Financial Statements is not sufficient for this requirement.
3.	Latest Income Tax Returns filed for the last three financial years (2015-16, 2016-17 & 2017-18).	Document attach
4.	The bidder must have minimum 05 years experience of Horticulture Work in out of which 03 years in Government Organization/Autonomous bodies/PSUs	The requisite order (s) along with satisfactory completion certificates issued by relevant authority not less than the rank of Section Officer.
5.	PAN No.	Copy enclose
6.	The bidder should have a valid GST No. or should have registered under GST.	Enclose copy of GST registration certificate.
7.	Registration with Employee State Insurance Corporation (ESIC)	Document attach
8.	Registration No. with Provident Fund authorities	Document attach
9.	Valid Registration Certificate/ License with labor department under contract labor (Regulation and Abolition) Act, 1970	Document attach
10.	The bidder enclosed the Affidavit as per Section IV (I) of the TE Document	Document attach
11.	The bidders should not have been debarred/blacklisted by any state/central government/PSUs/Autonomous	Enclose blacklisting declaration in the format given in Section IV (I)
12.	Proof for Having Horticulture Equipment as per <b>Appendix-B.</b>	Document attach
13.	Any other document mentioned in tender the document	Document attach

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

Bid Reference No. : \_\_\_\_\_

Date of opening : \_\_\_\_\_

Name and address of the Bidder : \_\_\_\_\_

Name and address of the department where worked : \_\_\_\_\_

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

Signature and seal of the Bidder

**Note:** The copies of orders and satisfactory completion certificate in respect of works detailed in above statement are must be attached.

**SECTION - III (C)**  
**SELECTION CRITERIA**

1. Authority reserves the right to accept or reject any or all bids without assigning any reasons
2. Authority also reserves the right to reject any bid (including the **Lowest One**) which in its opinion is not responsive or violating any of the conditions/specifications or which is found to be adopting unethical business practices; without bearing any liability or any loss whatsoever it may cause to the bidder in the process.
3. Technical bids will be evaluated as per qualification criteria given in Section III (Qualification Criteria & Performance Statement) read with Para 12 of Section II (ITB) of the tender documents.
4. Technical bids of only those bidders who have submitted Bid Security as per terms of NIT will be opened.
5. The successful bidder will be the one who emerges overall L-1 out of responsive bids. Basis of ranking will be the least cost, which would be total payout including all taxes, duties and levies. In case of same rates, the firms whose rates are same shall be invited to furnish revised offer and Lowest one will be decided accordingly.
6. Offers with quoted monthly rate per square meter in Rupees as 0 (Zero) value will be treated as unresponsive. Zero includes all derivatives of 0 upto 0.9999.

**SECTION - IV**

**(A) BID SUBMISSION FORM**

Date \_\_\_\_\_

To  
The Director Incharge  
Sports Authority of India  
Central Regional Centre,  
Gram Gora, Bishenkheri  
Bhopal (M.P.)- 462044

**Ref.: Your Bidding Document No. 101/SAI/RDCC/Horticulture/2018-19**

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 **Maintenance & Development of Comprehensive Horticulture Work at SAI CRC Bhopal** in conformity with your above referred document for the sum as shown in the price schedule(s), attached herewith and made part of this Bid.

We further confirm that, if our Bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 2, in Section - VI for due performance of the contract.

We agree to keep our Bid valid for acceptance for 180 days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
[Signature with date, name and designation]

Duly authorised to sign Bid for and on behalf of Messrs \_\_\_\_\_

[Name & address]



**SECTION - IV**

**(B) Form for Power of Attorney**

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

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

IN WITNESS WHEREOF WE, \_\_\_\_\_THE ABOVE NAMED PRINCIPALS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_DAY OF 20\*\*

For \_\_\_\_\_

(Signature)

(Name, Title, and Address) Witnesses:

- 1.
- 2.

Accepted (Notarized)  
(Signature)

(Name, Title and Address of the Attorney)

## Section- IV

### (C) FINANCIAL BID/PRICE BID

#### FINANCIAL BIDS DOCUMENTS FOR MAINTENANCE AND DEVELOPMENT OF COMPREHENSIVE HORTICULTURE WORK AT SAI CRC BHOPAL FOR THE YEAR 2018-19.

1. Name of the Bidder : .....
2. Address of the Bidder : .....  
.....
3. Tender Id .....
4. Bid Reference No. ....

<b>Total Area (In Square Meter)</b>	<b>Monthly Rates Quoted Per Square Meter (Inclusive of all Charges, Labour, Material and Equipment etc.)  (In Rs.)</b>	<b>Total (A x B)</b>	<b>GST on Total</b>	<b>Grand Total (C + D)</b>
<b>(A)</b>	<b>(B)</b>	<b>(C)</b>	<b>(D)</b>	<b>(E)</b>
<b>200000</b>				

Grand Total in Figure : Rs. ....

Grand Total in Words : Rupees.....

This is certify that I/we have studied site, read and understood all clauses of the tender in case of award of contract I/we undertake to abide by all terms and conditions mentioned in the same.

Dated .....

(Signature of the Bidder)

Address :.....  
.....

Tel. No. ....

Fax No. ....

**(Seal of the Bidder)**

## SECTION – IV

### (D) BANK GUARANTEE FORM FOR BID SECURITY

**Bid Reference No.: 101/SAI/RDCC/Horticulture/2018-19**

**Date: 16.08.2018**

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

- 1) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this Bid.
- 2) If the Bidder having been notified of the acceptance of his Bid by the Sports Authority of India during the period of its validity:-
  - a. Fails or refuses to furnish the performance security for the due performance of the contract.
  - Or
  - b. Fails or refuses to accept/execute the contract.

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

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

(Signature of the authorised officer of the Bank)

Name and designation of the officer

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

**SECTION - IV  
(E) NEFT MANDATE FORM**

**Bid Reference No.: 101/SAI/RDCC/Horticulture/2018-19**

**Dated: 16.08.2018**

To  
The Director Incharge  
Sports Authority of India  
Central Regional Centre  
Gram Gora, Bishenkheri,  
Post Suraj Nagar,  
Bhopal 462044

**Sub: NEFT PAYMENTS**

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

**NATIONAL ELECTRONIC FUNDS TRANSFER MANDATAE FORM**

<b>Name of City</b>	
<b>Bank Code No.</b>	
<b>Bank name</b>	
<b>Branch Address</b>	
<b>Branch Telephone / Fax no.</b>	
<b>Agency/Contractor Bank Account No.</b>	
<b>Type of Account</b>	
<b>IFSC code for NEFT</b>	
<b>IFSC code for RTGS</b>	
<b>Agency/Contractor name as per</b>	
<b>Telephone no. of Agency/Contractor</b>	
<b>E-mail ID of Agency/Contractor</b>	

[Signature with date, name and  
designation] For and on behalf of Messrs\_\_\_\_\_

[Name & address of the bidder]

**Enclose a copy of Crossed Cheque**

**SECTION - IV**

**(F) LETTER OF AUTHORISATION FOR ATTENDING BID OPENING MEETING**

Tender No. -----

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

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 Signature	Name	Specimen
1.		

2.

Alternate Representative

Signatures of bidder

Or

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

**Note:**

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

## **SECTION IV**

### **(G) DISCLOSURE OF CONFLICT OF INTEREST**

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

(Authorized Signatory)

Stamp

## SECTION IV

### (H) DISCLOSURE OF CODE OF INTEGRITY

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

**1. Prohibition of:-**

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

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

(Authorized Signatory)

Stamp

**SECTION IV**  
**(I) AFFIDAVIT/UNDERTAKING**

I/ We have read and understood the instructions and the terms and conditions contained in the document.

I/We accordingly accept all terms and conditions of the tender enquiry document including the essential conditions specially incorporated in the tender enquiry like terms of terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.

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

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

I/We hereby certify that the prices offered by us in this tender is not higher than the prices we had offered to any other Govt. of India Organization (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:**

- 1) To be submitted on non-judicial stamp paper of Rs. 100/- duly certified by Public Notary.**



## **SECTION -V**

### **(SCOPE OF WORK)**

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

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

#### **HORTICULTURE WORK:**

The purpose of horticulture work is that the whole area 200000 SQM must look rich with lush green lawns and parks and beautiful flowers so as to provide an excellent ambience work-environment and at the same time make the premises environmental friendly and to make a good impression on the visitors and public who visit here for various purposes. The contractor has to undertake all such jobs/activities required to maintain the office premises in a presentable condition and in above mentioned spirit at all the time whether such activities are elaborated hereunder or not. While undertaking this work, the contractor will develop the parks and lawns at the open space at the backyard of office premises in consultation with the designated officer and then simultaneously maintain all the existing as well as the developed lawns/parks. He will maintain flower pots in the room(s) of senior officers in consultation with designated officer and ensure that the flowers and plants in those pots do not die or suffer in any manner and that he will change them periodically for their good maintenance. He will also arrange to keep flower pots with seasonal/perennial flowers on the desks of identified officers on all working days. He will also ensure that due to closure of office on weekend days the plants and flowers in the pots kept in the officers' room do not suffer in any way. The other normal job in this regard would be:

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

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

- 21) The contractor will mow the grass after 15 days ( twice in a month) or as decided by the Incharge)
- 22) The contractor will trim/cut out the Hedges every month. In the rainy season, the contractor will trim the Hedges after 15 days. More trimming is required in the month of July, August and September.
- 23) The contractor will weed out the vegetative growth.
- 24) The contractor will grow seasonal flowers etc. in the nursery for decoration purpose as per requirement.
- 25) The contractor will plants summer season flowers in the month of March, April as per requirement of this office.
  - i) Kochia
  - ii) Balsum
  - iii) Zinnia Rose
  - iv) All kinds Roses etc.
  - v) Gulmohar
- 26) The contractor will grow all varieties of winter season flower in the month of October, November, as list enclosed in **Appendix 'A'**.
- 27) The contractor will put manure (optimum) in the month of October, November or as per need as advised by SAI.
- 28) The fertilizers of good quality will be sprinkled minimum in the month of November or as decided by SAI to keep the lawns lush green.
- 29) The watering to the grass to be done daily during month of April, May, June in order to make the grass green. In other months watering is to be given as per requirement.
- 30) If required by this office, the contractor will plant evergreen plants, required on the periphery of SAI Central Regional Centre and ornamental plants in the open space not used for play field in the rainy season
- 31) The removing of wild growth of weeds is the responsibility of the contractor and these should not be any growth of the wild bushes in the SAI Central Regional Centre.
- 32) To plant trees, shrubs etc by excavation/digging as and when required in the interest of the beautiful maintenance of the ambience/park/lawn off CRC Bhopal.
- 33) To prepare and maintain flower beds, seasonal and perennial both.
- 34) To prepare and maintain flowers and plant pots with flowers and plants both indoor and outdoor at designated places to be decided in consultation with the designated officer.
- 35) Cutting of grass in lawns, pruning of plants at required intervals and removing the waste to the proper place.
- 36) Regular watering of grass, lawns, trees, plants, shrubs etc. and hoeing and weeding in and around them.
- 37) Spraying of insecticide and fungicide application/spreading of chemical and manure as and when required/advised.
- 38) Any other job which is required to make the campus from Horticulture point of view beautiful with lush green environment.

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

**NOTE:**

- (i) Malies (gardeners) should have experience of not less than two years in gardening.
- (ii) In the event of finding the office premise not in the above mentioned spirit, penalty up to 5% of the total amount of monthly bill will be imposed for the concerned month.
- (iii) The contractor shall visit the premises to be maintained CRC Bhopal for the purpose of overseeing the work of personnel deployed by him. During the visits, he shall invariably see the officer dealing with the services under the contract awarded to him, for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any observed in their working. Non-performers would be removed and replaced by competent gardeners within two working days by the contractor.
- (iv) The contractor will deploy personnel in the respective fields of work to be performed under the contract from 09:00 AM to 05:00 PM from Monday to Saturday.
- (v) The contractor shall not deploy or shall discontinue to deploy any person at the premises, if so desired by the designated officer, at any time without assigning any reason whatsoever. The full particulars of the personnel including their names and addresses, Voter IDs, Aadhar Card etc. deployed by him shall be furnished to the SAI. Police Verification report of the personnel employed by the contractor will also be submitted by the contractor to this office.
- (vi) 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.

**Date**

**(Name & signature of tenderer)**

**With stamp of the firm**

**LIST OF EVERGREEN PLANT TO BE PROVIDED BY THE CONTRACTOR AS PER  
REQUIREMENT OF THIS OFFICE**

**Ornamental Plants**

1. Araucaria
2. Juniperus
3. Bauhinia( Kachnar )
4. Spathodea campanulata
5. Saraca Indica
6. Lagerstromia Flocksragni
7. Bottle Palm
8. Casia Nodosa
9. Casis fistula ( Amaltas )

**Shrubs**

1. Scented Shrubs
2. Furcaria
3. Chandni
4. Hibiscus
5. Bougainvilla
6. Exora
7. L. rosea
8. C. biflora
9. Thuja etc.

**Indoor Plants**

1. Aeglonema
2. Chlorophytum
3. Croton
4. Colcus
5. Dieffentacia
6. Dracena
7. Aralia
8. Song of India
9. Ficus sp.
10. Maranta.
11. Peperomia.
12. Pothas( money plants )
13. Arica Palm

**Creepars**

1. Begnonia Veuesta
2. Clerodeudran
3. Malti
4. Bougainvillia
5. B. Elegance

**Hedges/Edges/GroundCover**

1. Clerodendran
2. Mano Kamini
3. Golden Duranta
4. Red Iresive
5. Alternanthsia
6. Ipomea
7. Buddelia

**Winter Seasonal Flowers**

- |                     |                   |                      |
|---------------------|-------------------|----------------------|
| 1. Allysum          | 11. Dahlia Double | 21. Baboona          |
| 2. Candituft        | 12. Dahlia Single | 22. Ageratum         |
| 3. Seet Willium     | 13. Philox        | 23. Petunia          |
| 4. Dainthus         | 14. Corn flower   | 24. (Zafri) Menigold |
| 5. Poppy (Single)   | 15. Carnation     | 25. Chrysanthemum    |
| 6. California poppy | 16. Lupinus       | 26. Sineraria        |
| 7. Aster            | 17. Pansy         | 27. Ice Plant        |
| 8. Calendula Double | 18. Anstirihinum  |                      |
| 9. Calendula Single | 19. Nusturtium    |                      |
| 10. Marigold        | 20. Hollyhock     |                      |

**S.No.****Name of Trees**

1. Neem Trees.
2. Ashoka Trees
3. Kachnar Trees
4. Silver Oak
5. Kadamba
6. Gulmohar
7. Any other trees as specified by the Incharge.

**List of Horticulture Equipments available with the firm  
(Documentary proof for having following equipment) along with:-**

- |   |   |       |
|---|---|-------|
| 1) Nos. of Tractor with trolley   | : | ..... |
| 2) Nos. of Tractor with water tanker and sprinkler facilities   | : | ..... |
| 3) No of grass cutter   | : | ..... |
| 4) No of Brush cutter   | : | ..... |
| 5) No of Roller (10 ton, 5 ton & 1 ton)   | : | ..... |
| 6) Sprinkler System with extension attachment at least 400 mtr.                                       | : | ..... |
| 7) Ploughing machine  | : | ..... |
| (a) cultivator  | : | ..... |
| (b) Soil extector   | : | ..... |
| (c) Soil laveller   | : | ..... |
| 8) No. of weed cutter   | : | ..... |
| 9) No. of insecticide spraying machine  | : | ..... |
| 10) No. of Manual cutter, spread and<br>other related manual horticulture<br>Maintenance accessories. | : | ..... |

**AUTHORISED SIGNATORY  
(NAME IN BLOCK LETTERS)  
SEAL OF THE TENDERER**

**SECTION VI**  
**GENERAL CONDITIONS OF CONTRACT**

1. The contract will be initially for a **period of one year** commencing from the date mentioned in the Notification of Award, extendable for another year subject to satisfactory services execution by firm/contractor. However, in normal circumstances the Agreement is terminable by giving 30 days notice in writing by either party to the agreement.
2. The successful bidder/contractor would have to deposit an amount of 5% of the cost of work of Annual contract of value towards Performance Guarantee through Demand Draft/pay order/FDR/Bank Guarantee from a commercial bank in favour of "**Regional Director, Sports Authority of India**" within 10 days of awarding of the contract, which would remain with 60 days 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.
3. This contractor will have to use his own required equipments as lawn movers, pipes, sprinklers etc. and material like manure, fertilizers and insecticides, seeds, plants etc. will be provided by contractor at his own cost and SAI will not provide any of these items.
4. The reclamation and development of land will be the sole responsibility of the contractor in the scheduled of time as decided by Incharge. SAI will not pay any extra charges for the same.
5. The machine and equipments to be used for horticulture work should be Petroleum fuel oriented, as far as possible electrical appliances and equipment should be avoided , in case of electrical equipments are to use prior permissions with full justifications may be taken from competent authority.
6. In order to develop the centre in a planned way, it is desirable that the contractor has experienced land scrapping consultants.
7. The Contractor shall be the sole and principle employer of the staff and labour employed by them and shall be solely responsible for observing and complying with all employment regulations, labour laws including contract labour (Regulation & Abolition) Act) as applicable from time to time and other terms and conditions as laid down in this regard from time to time by the Govt. of India/M.P.
8. The working hours for the personnel of the contractor for this contract purpose will be from 09:00 AM to 05:00 PM ( Monday to Saturday). They may also be called on Sundays as and when required without any extra payment. They may also be asked to remain in office beyond 05:00 PM also on occasional demands.
9. The workers deployed shall be healthy, active and not below the age of 18 years and not more than 60 years of age. Nobody shall have any communicable diseases.
10. The workers deployed shall be smartly dressed in proper uniform and always with Identity Card. The agency shall provide experience and disciplined personnel.
11. The contractor shall bear all expenses regarding uniforms, preparation of their Identity card, compensations, wages and allowances (DA), PF, ESI, Bonus and Gratuity as applicable relating to personnel engaged by him and abide by the provisions of various labour legislations including weekly off and working hours.

12. The Contractor shall pay the wages to the deploy personnel on or before the 7th of every succeeding month, irrespective of delay in payment of Bill by the SAI for whatever reason. Wages payable shall not be less than the Minimum wages as per State/Central Government Rule payment as declared by the Government from time to time.
13. Payment of bills shall be released only if it is accompanied by the proof of the following:-
  - a) Certified attendance sheet by SAI's authorized representative
  - b) Challan for deposit of ESI
  - c) Challan for deposit of Provident Fund
  - d) Proof of payment to employees for the preceding month
  - e) Deposit of challan of GST
  - f) Any other document (s) required by Tender Inviting Authority.
14. Wages payable shall not be less than the Minimum wages as per Government Rules.
15. 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.. 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. "E.S.I., P.F.", Bonus, Uniform etc.
16. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by Regional Provident Fund Commissioner (RPFC) against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month. 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.
17. 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 contractor shall specifically ensure compliance of various Labor Laws/Acts. Including but not limited to with the following and their enactments/ amendments/notifications.
  - a) The payment of wages Act, 1936
  - b) The Employee Provident Fund Act, 1952
  - c) The Factory Act, 1948
  - d) The Contract Labor (Regulation) Act, 1970
  - e) The Payment of Bonus Act, 1965
  - f) The Payment of Gratuity Act, 1972
  - g) The Employees State Insurance Act, 1948
  - h) The Employment of Children Act, 1938
  - i) The Motor Vehicle Act, 1988
  - j) The Minimum Wages Act, 1948
18. 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.



19. 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.
20. In case of any loss that might be caused to the SAI due to lapse on the part of the personnel deployed by the contractor, such loss shall be compensated by the contractor and in this connection, the SAI shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to the SAI besides imposition of penalty. In case of any deficiencies/ lapses on the part of the personnel deployed by the contractor, the SAI shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
21. The Contractor shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by the contractor. The SAI CRC Bhopal shall have no liability in this regard.
22. That Contractor's authorized representative (Owner/Director/Partner/Manager) shall personally contact Head of the SAI CRC Bhopal at least once a week to get a feedback on the services rendered by the contractor viz-a-viz corrective action required to make the services more efficient
23. 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;
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. The contract workers deployed by the contractor shall have the required experience. 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 (ranging from 2% to 10%) from the bill without prejudice to its right under other provisions of the contract.
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 terms & conditions of this tender documents.

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. The Department shall have the right, with 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.
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 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 fulfilment of the terms of contract.
36. Persons engaged by the contractor shall not take part in any union and association activities.
37. The Department shall not be responsible for providing residential accommodation to any of the employee of the contractor.
38. The Department 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.
39. If as a result of post payment audit, any overpayment is detected in respect of any work done by the contractor or alleged to have done by the agency under the tender, it shall be recovered by the Department from the contractor.
40. 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.,
41. The contractor will be held wholly responsible for any action taken by statutory bodies for violation/non-compilation of any such provision/rule.
42. The contractor should maintain all the records and documents under various labour laws applicable to contract labours/personnel and also Shops & Establishment Act/Rules applicable to his/her establishment and make them available at the SAI at all times. Indicative list of such records is given for example: (a) Register for Workmen, (b) Employment card (to be issued to workers), (c) Muster Roll, (d) Register for wages, (e) wage slip, (f) OT registers etc
43. The wages shall be paid to workmen without any deduction except those under the payment of Wages Act and Minimum wages Government Rule Act.

44. The Contractor should ensure that his workmen are granted Holidays/Leave with wages as per applicable Act/Rules.
45. The SAI reserves its rights to withhold bills, if the contractor fails to produce proof for having remitted the ESI/PF dues.
46. The contractor must get police verification of all his personnel employed at SAI CRC Bhopal and submit the report to this office along with voter IDs, and other valid proof of residence.
47. 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.
48. The contractor shall execute the assigned work as per the schedule and if the same have not been executed up to the expected level, warning notice shall be issued in this regard. If the situation continues still, penalty will be imposed as per scale tabulated below:-
- Penalties:** The penalties will be imposed on violation of terms and conditions of agreement as per the list given below:
- In case it is found that work has not been done as per agreement by the contractor or otherwise found unsatisfactory there will be deduction of **5% on first occasion, 10% on second occasion and 15%** on the third occasion out of monthly payment, which will be without prejudice to the right of the SAI. SAI reserves the right to terminate the contract or imposition of penalty as deemed fit for unsatisfactory services.
49. 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.
50. **Disclaimer:** The near relatives of SAI are prohibited from participation in this tender. The near relatives for this purpose are defined as:
- a) Members of a Hindu Undivided Family.
  - b) Their Spouse.
  - c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).
51. If dispute or difference of any kind shall arise between the SAI and the contractor in connection with or relating to the Contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
52. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the SAI or the contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between SAI and contractor relating to any matter arising out of or connected with the Contract, such dispute or difference shall be referred to the sole arbitrator appointed by the Competent Authority of Sports Authority of India, Bhopal. The award of the arbitrator will be final and binding on the parties to the Contract.

53. **Venue of Arbitration:** The venue of arbitration shall be the place from where the Contract has been issued.
54. The Court of Bhopal will have the exclusive jurisdiction to try the disputes.
55. The Contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.
- 56.

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

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

Dated \_\_\_\_\_

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

1. Name & address of the Service provider: \_\_\_\_\_
2. Bidding Document No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent Amendment No \_\_\_\_\_, dated \_\_\_\_\_ (if any), issued by the SAI.
3. Service provider'/Contractor Bid No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent communication(s) No \_\_\_\_\_ dated \_\_\_\_\_ (if any), exchanged between the supplier and the purchaser in connection with this Bid.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this Rate Contract:
  - (i) General Conditions of Contract;
  - (ii) Scope of Work
  - (iii) Bid Form furnished by the supplier;
  - (iv) Price Schedule(s) furnished by the supplier in its Bid;
  - (v) SAI's Notification of Award of Contract
5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
  - (i) **Brief particulars of the services which shall be provided by the service provider are as under:**

Total Area (In SQM)	Monthly Rates Quoted Per Square Meter (Inclusive of all Charges, Labour Material and Equipment etc.) (In Rs.)	Total (A x B)	GST on Total	Grand Total (C + D)
(A)	(B)	(C)	(D)	(E)
200000				

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

**(ii) Contract valid upto:**

**(iii) Prices:**

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

**(v) Payment terms:**

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

Received and accepted this Contract

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

[Name & address of the manufacturers]

\_\_\_\_\_  
(Seal of the supplier)

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

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

**SECTION - VII (B)  
CHECKLIST**

Name of Bidder:

Sl.NO.	Activity	Page No. in the TE Document	Remarks
1.	Have you enclosed EMD of required amount for the quoted schedules?		
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 the perform for performance statement in Section III (B) of TE document in respect of all orders?		
5.	Have you submitted copy of the order (s) and end user certificate?		
6.	Have you submitted prices of services in the Price Bid as per Section IV (C)?		
7.	Have you kept validity of 180 days from the Techno Commercial Tender Opening date as per the TE Document?		
8.	Have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?		
9.	Have you intimated the name an full address of your Banker (s) along with your account Number		
10.	Have you fully accepted payment terms as per TE document?		
11.	Have you submitted the certificate of incorporation?		
12.	Have you accepted terms and conditions of TE document?		

13.	Have you furnished documents establishing your eligibility & qualification criteria as per the TE document?		
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 enclosed the Affidavit as per Section IV (I) of the TE Document?		
16.	Registration of the Company/Firm (Copy attached)		
17.	The firm is registered with the labour Commissioner under provisions of contract labour Act and its validity date		
18.	Copies of balance sheet and Profit & Loss A/c of previous three financial years ending 31 March 2018 duly certified by CA (i.e. 2015-16, 2016-17 & 2017-18). If the balance sheet and profit & loss a/c for the year 2017-18 is not finalized, than balance sheet and profit & loss a/c for the year 2014-15 should be submitted.		
19.	Registration certificate of provident fund commissioner enclosed		
20.	Copy of Registration certificate/allotment letter of GST		
21.	Copy of PAN Number of Firm/Proprietor		
22.	Registration certificate of ESI enclosed		

23.	Experience Certificate for working in Horticulture Work, minimum 05 years experience of Horticulture Work in out of which 03 years in Government Organization/autonomous bodies/PSUs		
24.	Undertaking of the agency confirming the availability of adequate manpower of requisite qualification and experience for deployment at Authority		
25.	Proof for Having Horticulture Equipment as per <b>Appendix-B.</b>		

*N.B*

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