

SPORTS AUTHORITY OF INDIA

NETAJI SUBHASH REGIONAL CENTRE

LUCKNOW

BID DOCUMENTS

FOR

HORTICULTURE WORKS

AT

REGIONAL CENTRE

LUCKNOW

LAST DATE FOR SUBMISSION OF BID : 07.11.16 upto 3.00 pm

DATE & TIME FOR OPENING OF TECHNICAL BID : 07.11.16 at 3.30 pm

Website - www.sportsauthorityofindia.nic.in

Telephone no. : 0522-2438155 Fax No. 0522-2438155

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NETAJI SUBHAS REGIONAL CENTRE,
SAROJINI NAGAR, KANPUR ROAD, LUCKNOW, PIN-226008
Telephone: 0522-2438155 Fax : 0522-2438155

SAI/NSRC/Horticulture/lko/2016-17

Date : 13.10.16

INVITATION FOR BIDS (IFB)

Sports Authority of India (SAI), Netaji Subhash Regional Centre, Sarojini Nagar, Kanpur Road, Lucknow for and on behalf of the Director General, Sports Authority of India invites Bids on two bid system for following work:

Brief Description of work	Estimated cost	EMD (Rs.)	Tender cost (Rs.)
Maintenance and Development & Horticulture work including play grounds & all surrounding areas in SAI Regional Centre, Lucknow campus.	30.00 lakh	75,000/-	500/-

Last Date & Time for Submission of Bid : 07.11.2016 upto 3.00 pm

Date & Time for Opening of Technical Bid : 07.11.2016 at 3.30 pm

Bid documents with detailed terms & conditions are available on website www.sportsauthorityofindia.nic.in. In case the tender documents is downloaded, the tender cost to be submitted alongwith EMD through Demand Draft in favour of Regional Director, Sports Authority of India, Netaji Subhash Regional Centre, Lucknow payable at Lucknow.

-sd-
Director

SECTION-I
INSTRUCTIONS TO BIDDERS (ITB)
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SECTION-I

INSTRUCTIONS TO Bidders (ITB)

A. PREAMBLE

1. Introduction

- 1.1 This Bidding Document is for Horticulture work as mentioned in Section – IV – “SCOPE OF WORK.”
- 1.2 This section (Section I - “Instruction to Bidders”) provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids. It also includes the mode and procedure to be adopted by the bid inviting authority for receipt and opening as well as scrutiny and evaluation of Bids and subsequent placement of contract.
- 1.3 Before formulating the Bid and submitting the same to the bid inviting authority, the Bidder should read and examine all the terms, conditions, instructions etc. contained in the Bidding Documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Bidding Documents may result in rejection of its Bid.

2. Language of Bid

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

B. BIDDING DOUMENTS

3. Content of Bidding Documents

- Section I - Instruction to Bidders (ITB)
- Section II - Qualification Criteria & Performance Statement
- Section III - Bidding Form
- Section IV - Scope of Work
- Section V - General Conditions of Contract (GCC)
- Section VI - Contract Form

4. Amendments of Bidding Documents

- 4.1 At any time prior to the deadline for submission of Bids, the bid inviting authority may, for any reason deemed fit, modify the Bidding Documents by issuing suitable amendment(s) to it.
- 4.2 Such an amendment to the Bidding documents will be uploaded on SAI website www.sportsauthorityofindia.nic.in.
- 4.3 Prospective Bidders are advised in their own interest to visit above mentioned websites for any amendment etc. before submitting their Bids.

5. Clarification of Bidding Documents.

A bidder requiring any clarification or elucidation on any issue of the Bidding Documents may take up the same with the bid inviting authority in writing. The bid inviting authority will respond in writing to such request provided the same is received by the Director NSRC, Lucknow not later than fifteen days prior to the prescribed original date of submission of bid.

C. PREPARATION OF BIDS

6. Documents Comprising the Bid

- 6.1 The two bid system, i.e. "Technical Bid" and "Price Bid" prepared by the bidders shall comprise the following:
- a) **Technical Bid:** The bidders shall submit the copy of following documents alongwith the submission of bid documents:
- i) Bid Security (EMD) and Tender Fee to be furnished in the form of as per sub-clause no. 9.3. Tender Fee furnished in the form of Demand Draft payable at Lucknow.
 - ii) Bid submission form as per section III (A) and letter authorization in favour of signatory of bidding documents.
 - iii) Five years' experience in the field of Horticulture activities.
 - iv) EPF Registration with EPF Code number;
 - v) ESI Registration
 - vi) Valid license issued by Regional Labour Commission;
 - vii) Successful completion certificate issued by the officer not below the rank of Section Officer, of at least three similar works, each of value not less than 40% of the estimated cost put to tender or two similar works, each of value not less than 60% of estimated cost, or one similar work of value not less than 80% of the estimated cost, all amounts rounded off to a convenient full figure, the last 7 years ending on the last day of the month previous to the one in which the tenders are invited. These works should be carried out in Central/State Govt. Department/PSUs/Autonomous bodies or other similar organizations.
 - viii) Certificate of Chartered Accountant showing annual turn over for the last three financial year (2013-14, 2014-15 & 2015-16).Copies of Balance Sheet, Profit and Loss Account statement etc need not be enclosed.
 - ix) Registration with Service Tax
 - x) TIN number, if applicable & PAN number
 - xi) Income Tax Returns for the last three years;
 - xii) Undertaking by the bidder confirming the availability of adequate manpower of requisite qualification and experience for deployment.
 - xiii) Registration of the firm (Proprietorship or Partnership)/ company (Pvt,Ltd. Or Public Limited), Societies/Trust registered under applicable statutes in India.
 - xiv) National Electronic Fund transfer (NEFT) Form as per Section II (E) for payment
 - xv) Documents mentioned in Qualification Criteria as per Section II(A).
 - xvi) Registration certificate issued under Contract Labour (Regulation & Abolition) Act 1970.
 - xvii) Power of Attorney in favour of signatory of Bidding Documents.

Note: 1- The bidding companies /firms /agencies are required to attest (self attestation) the 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 be black- listed for purpose of procurement of any item(s), in addition to attracting penal provisions of the agreement.

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

b) **Price Bid:** Sec. III (B) of bidding Documents.

- 6.2 Price Schedule Section III (B) filled up with all the details including service charges.
- 6.3 It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all required documents in addition to above, if any.
- 6.4 All pages of the Bid should be page numbered and indexed.
- 6.5 The authorized signatory of the Bidder must sign the Bid duly stamped at appropriate places and initial all the remaining pages of the Bid.
- 6.6 A Bidder, who does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- 6.7 All payments 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-III (E) along with their offers, if not already executed in SAI. Notification of Award will not be issued without NEFT Mandate Form.

7. Price Bid

- 7.1 The Bidder shall indicate on the Price Schedule provided under Section III B all the specified components of prices shown therein. All the columns shown in the price schedule should be filled up as required. (SELECTION CRITERIA IS GIVEN IN II (C).

8. Firm Price

- 8.1 The prices quoted by the Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account. However, if minimum wages of the workers is revised by the Government after last date of submission of the offers, the same will be reimbursed on actual basis.
- 8.2 Sales-tax/VAT (except service tax), purchase tax, turnover tax or any other tax 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 service tax, if payable, same shall be paid by 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.

9. Bid Security

- 9.1 The Bidder shall furnish Bid Security, for an amount as shown in the IFB. The Bid Security is required to protect SAI against the risk of the Bidder's unwarranted conduct as amplified under sub-clause 9.7 below. Non submission of bid security will be considered as major deviation and Bid without bid security will not be considered.
- 9.2 In case as per Notification of Government of India if the Bidder falls in the category of exemption of Bid Security, it should furnish the relevant Notification along with required documents like valid Registration Certificate etc.
- 9.3 The Bid Security shall be furnished in one of the following forms:
 - (i) Account Payee Demand Draft
 - (ii) Fixed Deposit Receipt
 - (iii) Banker's cheque
 - (iv) Bank Guarantee
- 9.4 The demand draft, fixed Deposit Receipt or Banker's Cheque shall be drawn on any Commercial Bank in India or country of the Bidder, in favour of the "Regional Director, Sports Authority of India, Netaji Subhas Regional Centre payable at " Lucknow". In case of Bank Guarantee, the same is to be provided from any nationalized/scheduled/ bank in India (acceptable to SAI) as per the format specified under Section III (C) of Bid Documents.

Bid security must be submitted to the Tender Inviting Authority before bid submission end date and time.

- 9.5 The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the Bid. As validity period of Bid as per Clause of bid validity, the Bid Security shall be valid for days from Technical Bid opening date.
- 9.6 Unsuccessful Bidders' Bid Security will be returned to them without any interest, after expiry of the Bid validity period, but not later than forty-five days after conclusion of the resultant contract. Successful Bidder's earnest money will be returned without any interest, after receipt of performance security from that bidder.
- 9.7 Bid Security of a Bidder will be forfeited, if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid in any respect within the period of validity of its Bid without prejudice to other rights of the SAI. The successful Bidder's Bid Security will be forfeited without prejudice to other rights of SAI if it fails to furnish the required performance security within the specified period.

10. Bid Validity

- 10.1 The bid shall remain valid for acceptance for a period of 90 days after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected.
- 10.2 In exceptional cases, the Bidders may be requested by the Tender Inviting Authority to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid and they are also to extend the validity period of the Bid Security accordingly. A Bidder, however, may not agree to extend its Bid validity without forfeiting its Bid Security.
- 10.3 In case the day up to which the Bids are to remain valid falls on or subsequently declared a holiday or closed day for SAI, the Bid validity shall automatically be extended up to the next working day.

11. Signing of Bid

- 11.1 The bidders shall submit their Bids as per the instructions contained in ITB clause 1.
- 11.2 The bid shall be duly signed at the appropriate place as indicated in the Bidding Documents and all other pages of the Bid. The Bid shall not contain any erasure or overwriting. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the Bid.
- 11.3 Bidding Documents seeks quotation following Two Bid System, in two parts. First part will be known as "Technical Bid", and the Second Part ' Price Bid' as specified in Clause 6 of ITB.

D. SUBMISSION OF BIDS

12. Submission of Bids

12.1 Instruction for Submission of Bids

- 12.1 **Envelope 1-** should contain the Bid Security (EMD), Tender Cost & Technical Bid Document duly signed by the bidder on each page and all necessary documents to be submitted along with the Technical Bid.

Envelope 2- should contain the Financial Bid Documents.

- 12.2 All these two envelopes duly completed in all respect should be put in one single envelope and super script "**Tender Form for Horticulture works for one year**". The envelope should also bear the name and address of the bidder including telephone number and to be dropped in a sealed box placed in the office of Sports Authority of India, Netaji Subhas Regional Centre, Lucknow.

- 12.3 The bidder who wishes to submit bid duly completed in all respect by post will ensure that the same reaches to this office on or before due date and time given for submission of same.
- 12.4 Bid received after due date and time will not be considered under any circumstances.

E. BID OPENING

13. Opening of Bids

- 13.1 The tender inviting Authority will open the Bids at the specified date and time and at the specified place as indicated in the NIT.
- 13.2 In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for the purchaser, the Bids will be opened at the appointed time and place on the next working day.
- 13.3 Authorized representatives of the Bidders, who have submitted Bids on time may attend the Bid opening provided they bring with them letters of authority from the corresponding Bidders.
- 13.4 Two- Bid system will be as follows. The Technical Bids are to be opened in the first instance, at the prescribed time and date as indicated in IFB Critical Date Sheet. These Bids shall be scrutinized and evaluated by the Tender Inviting Authority with reference to parameters prescribed in the Bidding Document. During the Technical Bid opening, the Bid opening official(s) will read the salient features of the Bids like brief description of the services offered, Completion period, Bid Security and any other special features of the Bids, as deemed fit by the Bid opening official(s). Thereafter, in the second stage, the Price Bids of only the Technically acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical Bid. The prices, special discount if any, offered etc., as deemed fit by Bid opening official (S) will be read out.

F. SCRUTINY AND EVALUATION OF BIDS

14. Scrutiny of Bids:

- 14.1 The tender Inviting Authority will examine the Bids to determine whether they are complete, whether the documents have been properly signed, stamped and whether the Technical Bids are generally in order.
- 14.2 Prior to the evaluation of Price Bids, the Tender Inviting Authority will determine the substantial responsiveness of each Bid with respect to the Bidding Document. For purposes of these clauses, a substantially responsive Bid is one, which conforms to and complies with all the terms and conditions of the bid document.
- 14.3 If a Bid is not substantially responsive, it will be out rightly rejected by SAI.

15. Qualification Criteria

Bids of the bidders which do not meet the required Qualification Criteria prescribed in Clause 6(A) & Section II, will be treated as non - responsive and will not be considered further.

16. Comparison of Bids and Award Criteria

- 16.1 The Contract may be awarded to the lowest responsive Bidder who meets the laid down Qualification Criteria and submits the required Bid documents and accept the other terms & conditions. (SELECTION CRITERIA IS GIVEN IN SECTION II(C))
- 16.2 SAI reserves the right to give the price preference/purchase 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 and entitle them for such preferences.

G. AWARD OF CONTRACT

17. SAI's right to accept any Bid and to reject any or all Bids:
SAI reserves the right to accept in part or in full any Bid, or reject any or more Bid(s)

without assigning any reason or to cancel the Biding process and reject all Bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected Bidder or Bidders.

18. Notification of Award

18.1 Before expiry of the Bid validity period, SAI will notify the successful Bidder(s) in writing, by registered / speed post or by fax/ email/sms etc. (to be confirmed by registered / speed post) that its Bid for services, which have been selected by SAI, has been accepted, also briefly indicating there in the essential details like Scope of work & services, and completion period, corresponding prices accepted. The successful Bidder must furnish to SAI the required Performance Security within twenty one 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 20 under Section V.

18.2 The Notification of Award shall constitute the conclusion of the contract.

19. Issue of Contract

19.1 After award of contract, the Contract Agreement as per Section VI (A) duly completed and signed in duplicate by the successful Bidder to be submitted for agreement.

19.2 The successful Bidder shall return the original copy of the contract, duly signed and dated to SAI within twenty eight days from the date of issue of the contract.

20. Non-receipt of Performance Security and Contract by the Tender Inviting Authority

Failure of the successful Bidder in providing Performance Security and/or returning contract copy duly signed in terms of ITB Clause 14 above shall make the Bidder liable for forfeiture of its bid security and also for further actions by SAI against it as per the clause of GCC-Termination of default in Section VI and other administrative actions as deemed fit by the SAI.

21. Corrupt or Fraudulent Practices

It is requested by concerned namely the bidders to observe the highest standard of ethics during the execution such contracts. In pursuance of this policy, the SAI:-

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

SECTION - II

(A) QUALIFICATION CRITERIA

Bid Reference No.

01

Sl. NO.	Qualification Criteria
1	The bidder shall have at least five years experience in the Horticulture activities defined in the scope of work
2	Satisfactory completion of at least three similar works, each of value not less than 40% of the estimated cost put to tender OR two similar works, each of value not less than 60% of the estimated cost, OR one similar work of value not less than 80% of the estimated cost, all amounts rounded off to a convenient full figure, in the last 7 years ending on the last day of the month previous to the one in which the tenders are invited. These works should be carried out in Central/State Govt. Department/PSUs/Autonomous bodies or other similar organizations.
3	Average annual financial turn-over should be 50 lakh during the immediate last three consecutive financial years.

2. In support of above, the Bidder shall furnish copy of the required documents. Performance Statement is to be as per proforma in Section-II 'B',.
3. Requirement of copy of the documents as listed at Para 6 of Section I (ITB) is also a part of the qualification criteria.

SECTION -II

(B) PERFORMANCE STATEMENT
(For the period of last three years)

Bid Reference No. : _____

Date of opening : _____

Name and address of the Bidder : _____

Name and address of the : _____

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 including 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 Bidder

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

SECTION -II

(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 II (Qualification Criteria & Performance Statement) read with Para 6 of Section I (ITB) of the tender documents.
4. Technical bids of only those bidders who have submitted cost of tender documents & Bid Security as per terms of NIT will be opened.
5. The successful bidder will be the one who emerges LI out of responsive bids. In case, the two or more firms offer the same rates, such firms shall be asked to submit sealed revised offer but the revised quoted rates should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.

SECTION –III
(A) BID SUBMISSION FORM

Date _____

To,
Director,
Sports Authority of India,
Netaji Subhas Regional Centre,
Sarojini Nagar, Kanpur Road, Lucknow

Ref.: Your Bidding Document No. _____ dated _____

We, the undersigned have examined the above mentioned Bidding Documents, including amendment/corrigendum No. __ dated _ (if any), the receipt of which is hereby confirmed. We now offer to provide __ (Description of services) in conformity with your above referred document for the sum as shown in the price schedule, 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 48, in Section - VI for due performance of the contract.

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

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

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

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 (ie) 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]

SECTION –III
(B) PRICE SCHEUDLE
SCHEDULE OF RATES (PRICE BID)

(To be enclosed with price bid in a separate cover marked “Envelope 2”.)

Sl. NO	Description of Manpower	Rates/w ages per month per persons in (Rs.)	P F	ESI	Service Tax, if any	Sum of (3+4+5+6)	Quantity of worker	Total (Rs)	Contractor Service Charges	Any other Charges	Grand Total
1	2	3	4	5	6	7	8	9	10	11	12
1.	Gardner/ Mali & Supporting worker										

Material

Sl. No.	Items	Unit	Rate	Remarks
1.	Javik Khad			
2.	Bio-Fertilizer			
3.	Pesticide			
4.	Flower Pot Earthen (xeyk) 15”			

Note:

- i) The offer with rates below minimum wages notified by Central Government will be rejected. (Copy of Central Government orders be enclosed).
- ii) Rates fir EPF & ESI as applicable shall be quoted.
- iii) Contractor’s service charges shall be inclusive of all the incidental charges, if any involved in successful completion of the work as per scope defined in the tender documents.
- iv) All levies/taxes/duty etc other than Service Tax shall be assumed to be mandatorily included in the service charges.
- v) Service tax, if applicable and EPF/ESI, shall be reimbursed on production of proof of payment to Government, after exercising all due checks.
- vi) Any alteration/cutting/over-writing in the rates should be attested by the authority signing the bid. Bids received with alteration/cutting/over-writings without attestation will not be considered.
- vii) Offers with service charges as zero value will be treated unresponsive.
- viii) Gardner/Mali will be treated under unskilled category.
- ix) Minimum wages as notified by the Central Government will be paid to the successful bidder.
- x) Required Material to be supplied for execution of work from time to time by the bidder and payment to be made to the bidder accordingly.

(C) BANK GUARANTEE FORM FOR BID SECURITY

Whereas _____ (hereinafter called the "Bidder") has submitted its quotation dated _____ for the service of _____ (hereinafter called the "Bid") against the Sports Authority of India's Bid Reference No. ____ known 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 Common Seal of the said Bank this _____ day of ____ 20 ____ . The conditions of this obligation are:

- (i) If the bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this Bid.
- (ii) 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 ____ days i.e. for ____ days (____days + 45 days) from the date of Bid Opening and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank) Name and designation of the officer

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

SECTION III

(D) Letter of Authorization for attending Bid Opening Meeting

Tender No. _____

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

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

Order of Preference	Name	Specimen
Signature		

1.

2.

Alternate Representative

Signatures of bidder

Or

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

Note:-

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

SECTION III
(E) NEFT MANDATE FORM

From : M/S _____

Date :

To,

Director,
Sports Authority of India,
Netaji Subhash Regional Centre,
Sarojini Nagar, Kanpur Road, Lucknow

Sub.: NEFT PAYMENTS

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

NATIONAL ELECTRONIC FUNDS : TRANSFER MANDATE FORM

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

[Signature with date, name and designation]

For and on behalf of Messrs _____

[Name & address of the manufactures]

Confirmed by Bank:

Enclose a copy of Crossed Cheque

SECTION IV
SCOPE OF WORK

The total area of the enclosed campus is around 65.16 acres which includes buildings of Adm. Block, Girls Hostel, Boys Hostel, Medical Centre, Fitness Centre, Residential Quarters, Sub Station, 100 bedded Hostel, Astro Turf, Swimming Pool, Multipurpose Hall Store Complex, Basketball Ground, Roads and Pavements etc. The remaining area 48.672 acres includes Play ground, Lawns and Open areas within boundaries need regular maintenance work in the complex including plantation of flowers, potted plants etc on comprehensive job contract basis in accordance with the requirement of SAI under the directions of the officer deputed by SAI, in efficient manner and to the satisfaction of the authority.

- i. Facilities to be provided by SAI for Horticulture Work:
 - a) Water and Electricity will be provided by SAI for Horticulture work.
 - b) SAI will provide manure, pesticides etc. for maintenance of horticulture work.
- ii. The electricity and water required for pumping water for maintenance of the horticulture work will be provided by the SAI and no charges will be taken from the successful bidder.
- iii. The maintenance of grass of all playfield & lawns is a continuous process. The cutting of grass is required to be mowed upto 1" growth from soil level. Cutting of grass, bushes and FOP to be done by using mechanised cutting system.
- iv. The contractor will mow the grass after 15 days (twice in a month) or as per requirement of the season to ensure properly maintained lawn on regular basis.
- v. The contractor will trim/cut the Hedges regularly as per requirement. In the rainy season, the contractor will ensure to trim the Hedges at shorter intervals. More trimming is required in the month of July, August and September. The contractor will ensure properly cut and maintenance of Hedges on regular basis.
- vi. The contractor will weed out the unwanted vegetative growth.
- vii. The contractor will grow seasonal flowers etc. maintain flower beds as per season and for which sapling/plants are to be kept in the nursery at Netaji Subhas Regional Centre and ready for beautification of the campus as per requirement of the season.
- viii. The contractor will grow different varieties of ornamental/Indoor plants & seasonal flowers.
- ix. 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.
- x. The contractor will plant evergreen plants and trees on the periphery of Regional Centre campus alongwith the roads, pavements and ornamental plants in the open space not used for play field in the rainy season.
- xi. The contractor will plant grass in the lawn area wherever there is no grass so that yellow/brown patches are not exhibit.
- xii. Removing of wild growth of plants and trees and deweeding regularly is the responsibility of the contractor and there should not be any growth of the wild bushes in the complex.
- xiii. Whenever any damage is done to grass during VIP visit/ cultural event / sports events, the contractor will replace / restore the damage at its own cost.
- xiv. Any other work as provided by the office at any time for maintained look of the campus.

- xv. The maintenance of all play fields, grounds and other open area, work of plantation and other horticulture work including uprooting, cleaning, cutting the wild grasses is the duty of the contractor.
- xvi. The successful bidder will plant and maintain (Watering and manure) the newly plants. The verification of the work will be done by the official as deputed by the Incharge.
- xvii. The successful bidder will have to have all required equipments such as grass cutting machine, weed cutter, lawn movers, pipes, sprinklers & other necessary tools required for day to day maintenance.
- xviii. In order to maintain the centre in a planned way, it is desirable that the agency has experienced landscaping consultants and that they shall submit detailed annual plan of action which will be followed regularly.
- xix. The successful bidder shall place potted plants at various places within the buildings and other areas of the 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 N.S Regional Centre.
- xx. The successful bidder will remove dry leaves, waste material etc. from the ground / Play field etc. as covered by this contract every day.
- xxi. The successful bidder will be responsible for providing fresh flowers, where necessary, to the office rooms, lobbies, corridors, reception halls etc. as well as for various events and functions organized directly by SAI.

BASED ON SCOPE OF WORK & AREA TO BE GOT MAINTAINED, REQUIREMENT OF MANPOWER AND MATERIAL HAS TO BE GIVEN IN ANNEXURE-A AS UNDER:-

ANNEXURE-A

MANPOWER

S. No.	Category	Number of the workers	Remarks, if any
1.	Horticulture workers (unskilled)	26	26 (04 Mali & 20 supporting workers for SAI Regional Centre, Lucknow and, 01 Mali & 01 supporting worker for SAI Training Centre, GGS Sports College, Kurshi Road, Lucknow.

MATERIAL

Sl. No.	Items	Quantity	Remarks, if any
1.	Javik Khad	As required	
2.	Bio-Fertilizer	do_	
2.	Pesticide	-do_	
3.	Flower Pot (xeyk) 15"	-do_	

Note:

Based on the area/frequency of work to be got done, requirement of manpower and consumables are necessarily required to be mentioned in the tender documents and notified accordingly so as to enable the bidders to bid accordingly.

(Name of signature of tender)

SECTION-V

GENERAL CONDITION OF CONTRACT

1. The contract will be initially for a period of one year i.e. from _____ to _____. However, in normal circumstances the Agreement is terminable by giving two month's notice in writing by either party to the agreement.
2. The working hours for the personnel of the contractor for this contract purpose will be from 9.00 am to 5.30 pm with half an hour lunch break (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 ___ pm also on occasional demands.
3. The workers deployed shall be healthy active and not below the age of 18 years and not more than 60 years of age. Nobody shall have any communicable diseases.
4. The workers deployed shall be smartly dressed in proper uniforms and always with identity card. The agency shall provide fully trained and disciplined personnel.
5. The contract shall bear all expenses regarding uniforms preparation of their Identity Card, compensations, wages and allowance (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.
6. The contractor shall pay wages to his workers on or before the 7th of every succeeding month, irrespective of delay in payment of Bill by the SAI for whatever reason.
7. Wages payable shall not be less than the Minimum wages as per Central Government Rules.
8. The contractor shall also quote his rate of profit (Service charges) in addition to the wages to be paid to his workers.
9. The personnel provided shall be the employees of the contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, and Workmen's compensation Act. Charges on account of PF & ESI will be reimbursed by SAI against paid challans and ensuring that the amount in question has actually been paid to respective PF & ESI Office. The list of staff going to be deployed shall be made available to the Department and if any change is required on part of the Department fresh list of staff shall be made available by the agency after each and every change.

The rates mentioned by the contractor includes all extant statutory liabilities including .
"E.S.I., P.F.", Bonus, Uniform etc.
10. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month. Giving particulars of the employees engaged for the Department works, is required to be submitted to the Department. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time Department is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract with RPFC, with an advice to RPFC, duly furnishing particulars of personnel engaged for the Department.
11. 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 in all employees deployed by him at SAI so as to enable SAI to reimburse the

amount so paid to the EPF/ESI authorities. The manpower agency shall specifically ensure compliance of various Labour Laws/Acts.

12. The workers will be screened by the contractor after police verification regarding their antecedent, character and conduct; a copy of the reports shall also be submitted to SAI.
13. 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.
14. In case of any loss that might be caused to the SAI due to lapse on the part of the personnel deployed by the manpower agency discharging their responsibilities, such loss shall be compensated by the contracting agency 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.
15. In case of a death or mishap occurred during discharging the duty the compensation liability will solely rest with the contractor.
16. That Contractor's authorized representative (owner/ Director/Partner/Manager) shall personally contact Head of the Centre/ In-charge Horticulture at least once a month to get a feedback on the services rendered by the contractor viz-a-viz corrective action required to make the services more efficient.
17. In the event of workers deployed by contractor being on leave/absent, the contractor shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the contractor shall make provision for leave reserve; Failure on this account shall attract penalty double the wages payable to the contractor for such absent.
18. The successful bidder would have to deposit an amount of 10% of the annual bid amount round of next hundred rupees towards Performance Guarantee through Demand Draft/ Pay Order/FDR/Bank Guarantee from a commercial bank in favour of Regional Director, Sports Authority of India, Netaji Subhas Regional Centre payable at Lucknow which would remain valid 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. The Bank Guarantee if furnished for this amount shall be valid up to sixty days from the date of completion of work.
19. 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.
20. If at any point of time, it comes to the notice 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.
21. The contractor workers deployed by the contractor shall have the required experience. In case of non-compliance/non-performance of the services according of the terms of the contract, SAI shall be at liberty to make suitable deduction (ranging from 2% to 10%) from the bill without prejudice to its right under other provisions of the contract.
22. 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.

23. Income tax TDS as per rule shall be deducted from the bill of the contractor as per applicable laws.
24. As and when the SAI requires additional contract workers on temporary or emergency basis, the contractor will depute such personnel in accordance with pro-rata rates. For the same, a notice of two days will be given by the SAI.
25. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
26. 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.
27. The contractor will be held wholly responsible for any action taken by statutory bodies for violation/non-compliance of any such provision/rule.
28. 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 of workmen (b) Employment card (to be issued to workers) , (c) Muster Roll (d) Register for wages (e) wages slip (f) OT registers etc.
29. The wages shall be paid to workmen without any deduction except those under the payment of wages Act and Minimum wages as per Central Government Rules Act.
30. The contract should ensure that his workmen are granted Holidays/Leave with wages as per applicable Act/Rules.
31. The SAI reserves its rights to withhold bills, if the contractor fails to produce proof for having remitted the ESI/PF dues.
32. The contractor must get police verification of all his personnel employed at SAI and submit the report to this office along with voter IDs and other valid proof of residence.
33. 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 would not be further employed in this office by the contractor in any case.
34. The contractor shall execute the assigned work as per the schedule and if the same have not been executed up to the expected level, warning notice shall be issued in this regard. If the situation continues still, penalty will be imposed as per scale tabulated below:

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

Sl. NO.	Description of irregularities	Penalty
1	If grass not mowed twice in a month	Rs. 500/- each occasion
2	If hedges not trim/cut regularly	Rs. 500/- each occasion
3	Not planted seasonal flowers	Rs. 500/- each occasion
4.	Not remove dry leaves, waste material etc.	Rs. 500/- each occasion
5.	Intoxicant during duty hours	Rs. 500/- per instance or termination from the job
6.	Involvement in any theft cases	Termination from the job

Note:

In case the agency fails to provide any of equipment tools shackles & consumable continuously for a period of 15 (fifteen) days department has the right to purchase the non-available equipment/tools tackles or consumables on the market rates and deduct the cost of the same from the contractors bill in addition to the imposition of applicable penalties.

35. 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 t the time of any dispute/following any statutory rules.
36. Offers with service charges as zero value will be treated as unresponsive.
37. Disclaimer: The near relatives of employees of the Department are prohibited from participation in this tender. The near relatives for this purpose are defined as:
 - a) Members of a Hindu Undivided Family.
 - b) Their Spouse.
 - c) The one is related to the other in the manner as father, mother, son (s) son's (wife (daughter-in-law}), daughter (s) & daughter's husband (son-in-law), brother (s) & brother's wife, sister (s) and sister's husband (brother-in-law).
38. If dispute or difference of any kind shall arise between the Department and the Contractor in connection with or relating to the Contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
39. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the Department or the contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between SAI/ Department and contractor relating to any matter arising out of or connected with the Contract, such dispute or difference shall be referred to the sole arbitration, appointed to be the arbitrator by Sports Authority of India. The award of the arbitrator will be final and binding on the parties to the Contract.
40. Venue of Arbitration: The venue of arbitration shall be the place from where the Contract has been issued.
41. The Court of Lucknow will have the exclusive jurisdiction to try the disputes.
42. The Contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

(Name of signature of tender)

With stamp of the firm

SECTION-VI

Form of Contract Agreement

For providing Horticulture work Service

Between

Sports Authority of India
Netaji Subhash Regional Centre
Lucknow

AND

(name of agency)

Dated:

(A) CPMTRACT AGREE,EMT FORM

This agreement is made this day _____ day of ____ 2015 by and Between the __, Sports Authority of India acting through <<Insert Name and Designation>>, Sports Authority of India, a Society registered under Societies Registration Act, 1860 having its office at Jawahar Lal Nehru Stadium Complex, Gate No. 10 (East Gate), next to MTNL Building, Lodhi Road, New Delhi-110003 (herein after referred to as "SAI" which expression shall unless repugnant to the context or meaning thereof, includes its successor-office and assigns) of the ONE PART:

AND

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

WHEREAS the firm shall and will executive the work details of which are given in clause I of Section I to this office:

Bid reference No..... dated.....at the rate quoted by the firm vide their proposal _____ dated___ and as per all the terms and conditions given in Invitation for Bid (IFB) dted ____ and the Bid Document for providing security services awchich shall decome part and parcel of this agreement.

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

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

Signatory of Behalf of Sports Authority of India

(Signature, name and address

Of the Sports Authority of India's authorised official)

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

SECTION - VI

(B) BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

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

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

Bank's Branch or Office: [insert complete name of Guarantor] Beneficiary: Regional Director
Sports Authority of India, Netaji Subhas Regional Centre, Lucknow

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee Number]

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

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

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

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

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

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