



भारतीय खेल प्राधिकरण

SPORTS AUTHORITY OF INDIA
DR.SYAMA PRASAD MOOKERJEE SWIMMING POOL COMPLEX
MOTHER TERESA CRESCENT ROAD, NEW DELHI: 110001
Telephone No: 011-23094605, 23094832

Email: spmspc-sai@gov.in ,

Website : <http://sportsauthorityofindia.nic.in>.

CPP Portal: <http://eprocure.gov.in/eprocure/app>

Bidding Document for procurement of

HORTICULTURESERVICES

Bid Reference No. SAI/SPMSPC/Hort.Tender/2021-22

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PART-1
BIDDING PROCEDURE

DISCLAIMER

This RFP is being issued by Sports Authority of India (SAI) for procurement of Horticulture Services on such terms and conditions and technical specifications asset out in this RFP document.

It is hereby clarified that this RFP is not an Agreement and is not an offer or invitation by SAI to any party hereunder. The purpose of this RFP is to provide the bidder (s) with information to assist in the formulation of their proposal submission. This RFP document does not purport to contain all the information bidders may require. This RFP document may not be appropriate for all person sand it is not possible for SAI to consider particular needsofeachbidder.Eachbiddershouldconductitsowninvestigation and analysis, and should check the accuracy, reliability andcompletenessoftheinformationinthisRFPdocumentandobtainindependent advice from appropriate sources. SAI and their advisor make no representation or warranty and shall incur no liability financial or other wise under any law, statue, rules or regulations or otherwise as to the accuracy, reliability or completeness of the RFP document.

SAI in their absolute discretion, but without being under any obligation to do so, may update, amend or supplement the information in this RFP document.

SECTION-I
INVITATION FOR BID (IFB)

Telephone : 011-23094605

Email: spmssp-sai@gov.in

Website : <http://sportsauthorityofindia.nic.in>,

CPP Portal: <http://eprocure.gov.in/eprocure/app>

Bid Reference No. SAI/SPMSPC/Hort.Tender/2021-22.

1. Sports Authority of India (SAI), for and on behalf of the Administrator, Dr.SPMSPC, Sports Authority of India, Dr.Syama Prasad Mookerjee Swimming Pool Complex, New Delhi-01 invites online bids (**manual bids shall not be accepted**) in single stage on two bid system for procurement of Horticulture services as given under:

Brief Description of work	Bid Security	Estimated Value of Tender
Horticultural maintenance and development services including play grounds in Sports Authority of India, Dr.Syama Prasad Mookerjee Swimming Pool Complex, New Delhi	EMD has been replaced with Bid Securing Declaration as per Ministry of Finance, Department of Expenditure O.M. dated 12th November, 2020	Rs.14,08,320/- (Excluding GST)

All bidders are required to upload along with the technical bid, a duly signed and sealed copy of Bid Securing Declaration as per Section IV (D).

The prospective bidders who have not registered can register with E-procurement system of NIC by paying necessary registration charges.

Note:-

(A). No Cost of tender document may be charged for the tender documents downloaded by the bidder , (Rule161 (iv) of GFR 2017).

SCHEDULE OF BIDDING PROCESS WITH KEY DETAILS

Date of publish of RFP on e-procurement portal of CPP	10.12.2021 at 06:00 PM
Start date of downloading of document	10.12.2021 at 06:45 PM
Date and time of pre bid conference*	13.12.2021 at 12:00 Noon
Bid submission start date	14.12.2021 at 11:00 AM
Last Date and Time of uploading/submission of Bids	03.01.2022 at 05:00 PM
Bid Validity Period	180 Day

- Venue of pre-bid meeting.
 - Queries/ Clarification are to be responded line only
2. Bidder may also download the Bidding Documents from the website- www.sportsauthorityofindia.nic.in & CPP Portal of Govt. of India i.e. <http://eprocure.gov.in/eprocure/app>. Bidders shall ensure that their Bids, complete in all respect are uploaded online before the closing date and time as indicated in the critical date sheet above on CPP Portal <http://eprocure.gov.in/eprocure/app>.
 3. Bids shall be submitted online only at CPP website: <http://eprocure.gov.in/eprocure/app>. Bidders are advised to follow the instructions provided in the 'Instructions to the Bidder for e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <http://eprocure.gov.in/eprocure/app>.
 4. Bidder who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> and SAI website www.sportsauthorityofindia.nic.in shall not tamper/modify the tender form including downloaded price bid template in any manner. In case, the same is found to be tampered/modified in any manner, tender will out-rightly be rejected.
 5. Intending bidders are advised to visit again CPP Portal website www.eprocure.gov.in and SAI website www.sportsauthorityofindia.nic.in before submission of tender for any corrigendum/addendum/amendment.

Sd/-
Administrator, Dr. SPMSPC
SPORTS AUTHORITY OF INDIA

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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 organization procuring services as incorporated in the tender enquiry document i.e., Horticulture services.
 - b. "Tender" means bids/quotations/Tender received from a Firm/Bidder.
 - c. "Bidder" means bidder/the individual or firms submitting bids/Quotations/Tender.
 - d. "Service provider" means the individuals/company or the firm providing services as incorporated in the contract.
 - e. "Services" means the services as incorporated in the scope of work.
 - f. "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.
 - g. "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.
 - h. "Specification" means the document/standard that prescribes the requirement with which service has to conform.
 - i. "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.
 - j. "Day" means calendar day.
- iii) Abbreviation:-
 - a. "TE Document" means Tender Enquiry Document
 - b. "NIT" means Notice Inviting Tenders
 - c. "ITB" means Instruction to Tenders
 - d. "GCC" means General Conditions of Contract
 - e. "BG" means Bank Guarantee

2. Introduction

- i) 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 bids submitted by the bidder and all subsequent correspondence and documents relating to the bid, exchanged between the bidder and the SAI, shall be written in English or Hindi language. However, the language of any printed literature furnished by the bidder in connection with its bid may be written in any other language provided the same is accompanied by an English or Hindi translation and, for the purpose of interpretation of the bid, the English or Hindi 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 of subsequent processing of 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.

5. Local Conditions

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

(b) PRE-BID MEETING

6.) Pre-Bid conference will be held with the prospective Bidders for the purpose of holding technical & commercial discussions and providing clarifications by the client. In the Pre-Bid Conference, clarifications pertaining to technical, commercial and other issues regarding the items stipulated in the RFP may be required by the prospective bidders will be provided. The prospective bidders should on their own cost, attend the said conference on the date and venue.
 - (ii) Details of proposed/suggested variations/ deviations/ additions from the Bid specification/conditions, if any, should be clearly indicated while sending queries before Pre-Bid Conference. Any verbal suggestion/proposal of variations/ deviations/ additions in the RFP document made during the Pre Bid Conference should also be given in writing to the client latest by 1100 hours on next working day of the pre bid conference.
 - (iii) The SAI may clarify on variations/ deviations, alternative proposals, which ensure equal or higher quality/ performance to the Technical Specifications during Pre-Bid Conference. However, the decision of the SAI in this regard will be final.
 - (iv) After incorporation the amendments acceptable to the client, the RFP Document shall be frozen as per the details provided in RFP, through issuance of an Addendum (s) which can be downloaded from the e-procurement portal and website of SAI. The Bidder shall submit its Bid along with Bid documents including Addendum if any issued duly signed and stamped.
 - (v) Non-attendance at the Pre- Bid Conference will not be a cause for disqualification of a Bidder. However, the terms and conditions of the addendum (s) will be legally binding on all bidders irrespective of their attendance at the Pre-Bid Conference.
 - (vi) No further suggestions for deviations/variations/additions will be entertained after the Pre-Bid Conference.

(c) BIDDING DOCUMENTS

7. Content of Bidding Documents

In addition to Section I – "Invitation for 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 Evaluation & Criteria
Section IV	Bidding Forms
Section V	Scope of Work
Section VI	General Conditions of Contract
Section VII	Contract Forms

8. Amendment(s) to Bid 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.com and Central Public Procurement (CPP) Portal of Government of India i.e. www.eprocure.gov.in only.
- iii) Prospective bidders are advised in their own interest to visit website of Sports Authority of India (SAI) and CPP Portal for any amendment etc. Before submitting their bids.
- iv) In order to afford prospective bidders reasonable time to take into account the amendments in preparing their bids, SAI may, at its discretion, suitably extend the deadline for submission of bids.

9. Modifications/withdrawal of bids

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

10. Clarification of Bid 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 2 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.

11. Bid format

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

(a) PREPARATION OF BIDS

12. Documents comprising the bid

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

13. Technical Bid

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

1. Self attested ID proof, address proof, Pan Card and a recent passport size colored photo graph of authorized representative.
2. 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.
3. Documents mentioned in the qualification criteria as per **Section-III (A)**.
4. National Electronic Fund Transfer (NEFT Form) as per **Section-IV-(E)** for payment in Indian Rupee.
5. Certificate of Chartered Accountant showing annual turnover for the last three financial years (2017-18, 2018-19 & 2019-20). Copies of Balance Sheet, Profit and Loss Account statement etc need not be closed. Income Tax returns filed for the last three financial years. (2017-18, 2018-19 & 2019-20).
6. Goods & Services Tax Certificate
7. Valid PAN, ESI, PF registration with codes, TIN (Tax Payer Identification Number)/TAN
8. Valid registration certificate with labor department under contract labor (Regulation and Abolition) Act, 1970
9. Undertaking by the bidder confirming availability of manpower of requisite, experience.
10. Registration No. and Certificates for Shops & Establishment Act of the respective state, if applicable.
11. Solvency certificate of **Rs 25,00,000/-** verified by his Banker
12. The bidder should not be debarred/blacklisted during the last three financial years. (Undertaking thereof)
13. The bidder should have a valid functional website showing their profile wherein the information relating to the contract including deployment of workmen and payment of remuneration as per minimum wages Act to them should be uploaded regularly, undertaking to be given.

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 /agencyofthebidderwillrenderitselfliableforpunitiveactionincluding black- listing for purpose of procurement of any service(s),in addition to attracting penal provisions of the agreement.

- 2) The bidders shall execute necessary instrument and documents required by SAI in relation to the bidding documents and shall adhere to all notification/amendments as may be issued by the SAI from time to time. All costs (including taxes, stamp duties and registration charges if any shall be borne by the bidders)*
- 3) The successful bidder shall provide necessary license from licensing authority for running the business at client's site. Payment will be released only after receipt of license from the licensing authority.*
- 4) The Technical bid shall not include any financial information. Such a bid shall be summarily rejected.*

14. **Financial Bid:** - This should be uploaded online in the prescribed Excel format(BOQ) as per **SectionIV (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 1 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 No condition shall be attached to the Financial Bid. Conditional bids shall be summarily rejected.
- (iii) It is the responsibility of Bidder to go through the Bidding Document before offering rates as per price schedule.
- (iv) All pages of the Bid should be page numbered and indexed.
- (v) All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/RTGS System. Bidders are required to fill and attach the NEFT Mandate Form attached as per Section-IV (E) along with their offers, if not already executed in SAI. Notification of Award will not be issued without NEFT Mandate Form

15. Firm Price

- (i) The prices quoted by the Bidder shall remain firm and fixed during the currency of the contract. However, if minimum wages of the workers is revised by the Government after last date of submission of the offers including currency of the contract, the same will be reimbursed on actual basis.
- (ii) Any other tax(s)(except GST),if applicable in respect of this contract shall be payable by the bidder and SAI will not entertain any claim whatsoever in respect of the same. However, in respect of GST, if payable , same shall be paid by the bidder to the concerned department on demand and it will be reimbursed to him by the SAI after satisfying that it has been actually and genuinely paid by the bidder.

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

16. Alternative Bids are not allowed.

17. Documents establishing bidder's eligibility and qualifications

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

18. Bid Security/Earnest Money Deposit(EMD)

As per OM No.F.9/4/2020-PPD dt.12.11.2020 of Deputy Secretary to the Govt. Of India, Govt. Of India, Ministry of Finance, Department of Expenditure, Procurement Policy Division, 512, Lok Nayak Bhawan, New Delhi, - issued in lieu of Bid Security bidder to sign "Bid Security Declaration" as per format given in Section -VII-D of the tender document.

19. Bid Validity

- (i) The bid shall remain valid for acceptance for a period of 45 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.

20. Signing of bids

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

(b) SUBMISSION OF BIDS

21. Submission of bids

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

(c) BID OPENING

22. Opening of bids

- (i) The SAI will open the bids at the specified date, time and place as indicated in the IFB in **Section-I**. If due to administrative reasons the venue/ date/time of bid opening are changed, it will be uploaded on CPP Portal and on the SAI's website.
- (ii) In case the specified date of bid opening falls on a holiday or is subsequently declared a holiday or closed day for the SAI, the bids will be opened at the appointed time and place on the next working day.
- (iii) Authorized representatives of the bidders, who have submitted bids on time may attend the bid opening provided they bring with them letters of authority from the corresponding bidders. Letter of authority for attending the bid opening meeting should be in the format placed at **Section IV(F)**.
- (iv) Two-bid system as mentioned in Para 1.3 above will be as follows:-
 - a) **Technical Bids** will be opened in the first instance, at the prescribed date and time as indicated in **Section -I (IFB)**. These bids shall be scrutinized and evaluated by the SAI with reference to parameters prescribed in the Bid Document. During the Technical bid opening, the bid opening official(s) will read the salient features of the bids like brief description of the items offered, delivery period, Bid Security and any other special features of the bids, as deemed fit by them.
 - b) **Financial Bids** of only the technically acceptable bids/offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical Bid. The prices, special discount if any offered etc., as deemed fit by bid opening official(s) will also be read out.

(d) SCRUTINY AND EVALUATION OF BIDS

23. Basic Principle

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

24. Scrutiny of Tenders

- (i) The SAI will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- (ii) SAI will determine the responsiveness of each Tender to the TE Document without recourse to extrinsic evidence.

- (iii) The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non-responsive and will be summarily ignored.
- (iv) The following are some of the important aspects, for which a tender shall be declared non-responsive and will be summarily ignored;
 - a) Qualification Criteria not enclosed
 - b) Tender is unsigned.
 - c) Tender validity is shorter than the required period
 - d) Required EMD (Amount, validity etc.)/exemption documents have not been provided
 - e) Bidder has not agreed to give the required performance security.
 - f) Bidder has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
 - g) Poor/unsatisfactory past performance.
 - h) Bidder has not quoted for the entire services as specified in the Scope of Work as well as in the Price Schedule.
 - i) Bidder has not complied with the requirement of Clauses of ITB.
 - j) The Bidder has quoted zero percent service charges. Zero percent includes all derivatives of 0 upto 0.999.

25. Minor infirmity/irregularity/Non-conformity

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

26. Discrepancies in Prices

- a) If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the SAI feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- b) If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the sub totals shall prevail and the total corrected, and
- c) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to subclause 31 of ITB.
- d) If, as per the judgment of the SAI, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by registered/speed post. If the bidder does not agree to the observation of the SAI, the tender is liable to be ignored.

27. Qualification Criteria

Bids of the Bidders, who do not meet the required Qualification Criteria prescribed in Clause 13 of Section II A read with Section III(A), will be treated as non - responsive and will not be considered further.

28. Comparison of Bids and Award Criteria

- (i) The Contract shall be awarded to the responsive Bidder(s) who 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, Band C 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.

(e) AWARD OF CONTRACT

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

The SAI reserve the right to accept or reject any or part of the 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 therein, that the essential details like description and prices have been accepted. The successful bidder must furnish to the SAI the required Performance Security within 21 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-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 bidders shall be mentioned on the CPP and also in the notice board/bulletin/website of SAI.
- (v) Notification of Award shall constitute the conclusion of the Contract.

32. Issue of Contract

- (i) Promptly after notification of award, the SAI will mail the Contract Agreement as per **Section VII (A)**, duly completed and signed, in duplicate, to the successful bidder by registered/speed post.
- (ii) The successful bidder shall return the original copy of the contract, duly signed and dated, to the SAI by registered/speed post within 21 days from the date of issue of the contract.
- (iii) The SAI reserve the right to issue the Notification of Award consignee wise.

33. Variation of quantities at the time of award

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

34. Annulment of Award

Failure of the successful bidder to comply with the requirement of signing an agreement with the SAI and furnishing Performance Security as per clause 20 of **Section VI** shall constitute sufficient ground for annulment of the award and forfeiture of bid security.

35. Termination of Contract

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

36. Disqualification

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

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

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

38. Corrupt or fraudulent practices

- (i) It is required by all concerned namely the Service provider/SAI too to serve the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SAI:
 - a) Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
 - b) Will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by the SAI if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or in executing the contract

- c) The SAI reserves the right not to conclude the contract and in case contract has been issued, terminate the same, if found to be obtained by any misrepresentation, concealment and suppression of material facts by the bidder. In addition, Bid Security/ Performance Security (as the case may be) deposited by the bidders 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 director 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 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. In case of a holding company having more than one independent units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business.

SECTION – II (B) INSTRUCTIONS FOR ON LINE BIDSUBMISSION

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.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in//eprocure/app>.

2. REGISTRATION

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

3. SEARCHING FOR TENDER DOCUMENTS

- (i). There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keyword set, etc. to search for a tender published on the CPP Portal.

- (ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- (iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the helpdesk.

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 bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF/XLS/RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- (iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to 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 the issues.
- (ii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (iii) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission on the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- (iv) 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.
- (v) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (vi) Upon the successful and timely submission of bids (i.e. after clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.
- (vii) 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.

6. ASSISTANCE TO BIDDERS

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender.
- (ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The Contract number for the helpdesk is 18003072 2232.

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

Bid Reference No..

Dated: _____

The bidder must satisfy the following eligibility criteria

Sl. No.	Criteria	Documentary Evidence Required
1.	The bidder must be a company/firm/sole proprietor registered in India for the last five years as on the bid submission date.	Enclose copy of certificate of incorporation/registration issued by relevant authority in India.
2.	Bidder must have annual average turnover of Rs. 45,00,000/- in last three financial years viz 2017-18, 2018-19 & 2019-20	Statutory Auditor's Certificate that provides the information explicitly as per the criteria. Statutory Auditor's Certificate is mandatory. Providing Balance Sheet or Financial Statements is not sufficient for this requirement.
3.	The bidder must have completed satisfactorily one similar completed work of providing horticulture services of at least 80% of the estimated cost. Or At least two similar completed works each of value not less than 50% of estimated cost. Or At least three similar completed works each of value not less than 40% of estimated cost in the last five years to government departments/autonomous bodies/PSUs/reputed organizations.	There requisite order(s) along with satisfactory completion certificates issued by relevant authority not less than the rank of Section Officer. License issued by the Licensing authority for these works
4.	The bidder should have an experience of deployment of Horticulture workers not less than 80% of the requirement of SAI and machinery as stipulated in the tender document under a contract during the last five financial years, to Central/State Government departments/autonomous bodies/PSUs/reputed private institutions	Requisite certificate issued by the officer not below the rank of Section Officer.
5.	Bidder must submit the detail plan	Enclosed the copy of detail plan
6.	The bidders should not have been debarred/blacklisted by any state/central government/PSUs	Enclose blacklisting declaration in the format given in Section IV (I)
7.	The bidder should have a valid GST No. or should have registered under GST.	Enclose copy of GST registration certificate
8.	The bidder should have sufficient quantity of machinery to be deployed at site as stipulated in section-IV of the tender document.	Encl. self-declaration along with list of machinery owned or to be hired as per section-IV

SECTION – III
(B) EVALUATION CRITERIA

1. Authority reserves the right to accept or reject any or all bids without assigning any reasons
2. Authority also reserves the right to reject any bid (including the lowest one) which in its opinion is not responsive or violating any of the conditions/specifications or which is found to be adopting unethical business practices; without bearing any liability or any loss whatsoever it may cause to the bidder in the process.
3. Technical bids will be evaluated as per qualification criteria given in Section III (Qualification Criteria & Performance Statement) read with pre-qualification stipulated in Clause 13 of Section II (ITB) of the tender documents.
4. Technical bids of only those bidders who have submitted Bid Security Declaration as per terms of NIT will be opened.
5. The successful bidder will be the one who emerges overall LI out of responsive bids. Basis of ranking will be the least cost, which would be total payout including all taxes, duties and levies. In case, the two or more firms offer the same rates, successful bidders will be the one whose turnover is higher than the other competitor(s).
6. Offers with service charges as 0 value will be treated as unresponsive. Zero percent includes all derivatives of 0 upto 0.9999.

SECTION -IV

(A) BIDSUBMISSIONFORM

Date _____

To
Sports Authority of India

Ref.: Your Bidding Document No. _____ dated _____

1. We, the undersigned have examined the above mentioned Bidding Document, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to provide _____ (Description of services) in conformity with your above referred document for the sum as shown in the price schedule(s), attached herewith and made part of this Bid.
2. We further confirm that, if our Bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 20, in Section-VI for due performance of the contract.
3. We agree to keep our Bid valid for acceptance for days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.
4. We agree to provide qualified workers as indicated in the Tender Documents for Horticulture Work as per terms & conditions of the tender documents.
5. We also agree to submit the bill on monthly basis and accept for making payment to the workers as per the Minimum Wages notified by the Government.
6. We agree to the compliance of applicable Labour & other Laws in force.
7. We agree that all other payments like payment under Workmen Compensation Act etc shall be borne & payable by us.
8. We agree to keep the SAI indemnified of any claim/damages, if any that SAI may have to pay with respect to the service and the deployment of any of our workers for SAI's work.
9. We agree to all terms and conditions of General Conditions of Contract as per Section VI.
10. We further understand that you are not bound to accept the lowest or any Bid you may receive against your above-referred Bid Reference.
11. We confirm that there is no case pending with the police or any other investigating agency(ies) against the proprietor/firm/partner or the company.

12. We confirm that none of our relatives or employees in SAI is connected with the award and executive of the contract.
13. We confirm that we are competent to contract and we do not stand deregistered/banned/blacklisted by any Govt. Authorities.
14. We confirm that we fully agree to the terms and conditions specified in the 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/ Board Resolution

Know all men by these presents, we, _____
 _____ the board vide board resolution dated....(name of
 the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise
 Mr./Ms. (Name), son/daughter/wife of and presently residing at _____
 _____, who is [presently employed with us and holding t
 he position of _____
 _____], as our true and lawful attorney (hereinafter refe
 rred 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 co
 nnection with or incidental to submission of our bid for the (Name of Mandate) including but not limited to signing and submis
 sion of all applications, bids and other documents and writings, participate in bidder's and other conferences and providing i
 nformation/response 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 Agreeeme
 nt and undertakings consequent to acceptance of our bid, and generally
 dealing with Purchaser in all matters in connection with or relating to or arising out of our bid for the said Tender and/or
 till the entering into the Contract with Purchaser.

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

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

For _____

(Signature)

(Name, Title, and Address) Witnesses:

- 1.
- 2.

Accepted (Notarized)
 (Signature)

(Name, Title and Address of the Attorney)

Section IV
(C) Price Schedule Form
(to be submitted in BOQ)

Sr.No.	Particulars	No. Of Personnel	Rate per Month	Amount
Part A:Manpower(Annexure1 to be filled in support of rate to be quoted)				
1.	Gardener	06		
2.	Supervisor	1		
	SubTotal(A)			
PartB: Monthly rent of Machines and Equipments				
Sr.No.	Particulars	Frequency of use	Rate per Month	Amount
4.	Brush Cutter of Genova Company (including petrol consumption/operation)	03(round the year)		
5.	Tri Rikshaw	01		
6.	Axe	03		
7.	Khurpa	06		
8.	Spade(Kassi)	06		
9.	Sky candle Garden Scissor Flower cutter leaf Cutter with safety lock	03		
10.	Hedge Shear with wooden Handle No. MMI-78nursery live	03		
11.	Branch Cutter Scissor	Pruning(02Big+02Small)		
12.	Flower Cutter	02		
13.	Grass Cutting Talwar	05		
14.	Drati	06		
15.	Pots	150(10)Inches)		
16.	PVCFoamPipe1"(50ft)	20Bundle		
17.	WaterCane10ltr	02		
18.	Gardening Water Sprinkle for lawn and park	06		
19.	Panja	03		
	SubTotal(B)			
Part C:Consumables				
Sr.No.	Particulars	Minimum Quantity	Rate per Month	Amount
1.	Maintenance of existing Nursery & Pots(approximate1000)	Lump Sump		
2.	Manure	02 Trolley(on quarterly basis)		
3.	DAP	01 Bagon half Yearly basis		

4.	Urea	02 Bagon half Yearly basis		
5.	Pesticides/Chemical/Insecticide	As per requirement on quarterly basis		
6.	White Wash of Plants/ Trees	10 Bag(on Quarterly basis)		
7.	Plants and Seasonal Flowers	At Annexure-II		
8.	Paint for pots(different colours)	As per requirement		
	Sub Total(C)			
Part-D	Total(D)=(Part A+ Part B+PartC)			
Part-E	Particular	In percentage	In figures(Rs.)	Rates Per Month
	Service Charges of Agency= %age only applicable on minimum wages			
Part-F	Total(F)= (D+ E)			
Part-G	Particular	In percentage	In figures(Rs.)	Rates Per Month
	Goods and Services Tax as applicable (G)			
	Grand Total (F+G)			

Note:

1. Contractor service charges on the basis of percentage to be specified shall be quoted in Rupees in column 'Amount' of above schedule.
2. All levies/taxes/duty etc., other than GST shall be assumed to be mandatorily included in the service charges.
3. Offers with service charges as 0 value will be treated as unresponsive. Zero percent includes all derivatives of 0 upto 0.9999.
4. While quoting rates for items listed in Part B and C above, the bidder should include the element of service charges.

SCHEDULE OF MINIMUM WAGES PER PERSON PER MONTH**(Bidder to quote as per latest DC rate for Area)**

Sl. No.	Description	Supervisor(S emiskilled)	Gardener(U nskilled)
1.	Minimum of Wages including VDA		
2.	Leave at 5% of minimum wages		
3.	Employees State Insurance(ESI)at 3.25% of Minimum wages and leave as at Sr. No. 1 & 2 above		
4.	Employee Provident Fund(EPF)at13% of Minimum wages		
5.	Bonus as admissible i.e. 8.33% of wages as at Sr.No.1		
6.	Total		
7.	Cost per Head		

***rate in %age as applicable at the time of Inviting offers be mentioned by the Tender Inviting authority**

(Signature of the Bidder with date and Seal)

Note:-

1. Payment details at Sr. No. 1 to 5 are mandatory charges and should conform to the relevant legal/statutory provisions in vogue. Not quoting any amount or quoting below the statutory minimum at Sr. 1 to 5 will render the submitted price bid ineligible.
2. Basic Minimum wages at Sr. No. 1 shall not be less than the minimum wages fixed and revised from time to time, by CLC. The Minimum rates of wages also include the wages for the weekly rest.
3. ESI as per the applicable rate shall be payable on item at Sr. No. 1 & 2. The monthly wage slip of the employee should reflect the contribution of the deduction accordingly.
4. Payment in respect of bonus will be reimbursed against actual payment made by the agency to his eligible employee at the end of the year deployed at SAI Dr.SPMSPC along with Bank Detail and NOC from the deployed staff.

LIST OF EVERGREEN PLANTS TO BE PROVIDED BY THE CONTRACTOR

Ornamental Plants

1. Araucaria Shrubs-20
2. Bottle Palm- 25
3. Casis Fistula (Amaltas)- 10
4. Thuja etc.-20
5. Champa-10
6. Panda- 25
7. Chandni-15
8. Tecoma-10
9. Bottle Brush- 10
10. Cupressus-10
11. Fista Palm-10

Indoor Plants

1. Croton-20
2. Aralia- 10
3. Maranta-05
4. Peperomia- 05
5. Pothos (Money Plants)-25
6. Arica Palm-25

Winter Seasonal Flowers

1. Candituft (Different Colors)
2. Seet Willium (Different Colors)
3. Poppy (Single)
4. Aster
5. Calendula Double
6. Marigold (Different Colors)
7. Dahlia Double
8. Philox
9. Corn Flower (Different Colors)
10. Carnation (Different Colors)
11. Pansy (Different Colors)
12. Hollyhock
13. Baboona (Different Colors)
14. Ageratum (Different Colors)
15. Petunia (Different Colors)
16. Jafri
17. Sineraria (Different Colors)
18. Ice Plant (Different Colors)
19. Gajenia
20. Salvia

Summer Seasonal Flower

1. Rose
2. SunFlower
3. Marigold
4. Zinnia
5. Petunias
6. Pansies
7. Kocia
8. CannaLilies
9. SpiderFlower
10. WheatCelosia
11. GardenCosmos
12. SulfurCosmos
13. ColiforniaPoppies(DifferentColors)
14. MossRose
15. Balmus.
16. MecicanSunFlowers
17. ConeFlowers
18. DayLilies
19. Blanket Flower
20. Hydranges
21. Dahlias
22. Daisies
23. Irises

General Scope of Work:

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

NOTE:

- a. For carrying out these functions, the Contractor shall deploy Malies at Dr SPMSPC, New Delhi daily from Monday to Saturday and on other occasion as & when required.
- b. Malies (Gardeners) should be experienced of not less than two years.
- c. The field staff for different garden features and operation should be deployed as per yard stick of central public work department maintenance manual 2019.
- d. **In the event of finding the office premise not in the above mentioned spirit, penalty up to 10% of the total amount of monthly bill will be imposed for the concerned month.**
- e. The Contractor shall visit the premises to be maintained at SAI, Stadia New Delhi for the purpose of overseeing the work of personnel deployed by him. During the visits, he shall invariably see the officer dealing with the services under the Contract awarded to him, for mutual feedback regarding the work performed by him personnel and removal of deficiencies, if any observed in their working. Non-

performers would be removed and replaced by competent gardeners within two working days by the Contractor.

- f. In the event of personnel being absent or on leave, the Contractor shall ensure suitable alternate arrangement to make up for such absence. To avoid dislocation of work due to absence of personnel, the Contractor shall make provision for leave reserve. However, deduction at double the agreed rates per day per person for each absence shall be made from the monthly bill submitted by the Contractor, if substitute is not provided.
- g. The Contractor will deploy personnel in the respective fields of work to be performed under the Contract from 10.00 AM to 05.00 PM from Monday to Saturday, on any other occasion day as and when required.
- h. The Contractor shall not deploy or shall discontinue deploying any person at the premises, if so desired by the designated officer, at any time without assigning any reason whatsoever. The full particulars of the personnel including their names and addresses, Voter IDs, PAN etc. deployed by him shall be furnished to the SAI. Police Verification Report(s) of the personnel employed by the Contractor will also be submitted by the Contractor to the Administrator
- i. 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.
- j. Above is illustration only. There can be addition/deletion as per general or specific requirement of the center concerned.

(SIGNATURE OF THE TENDERER WITH
SEAL)

SECTION-IV

(D) NEFTMANDATEFORM

From:M/s.

Date:

To

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.

NATIONALELECTRONICFUNDSTRANSFERMANDATAFORM

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-mailID	

[Signature with date, name and designation]For and
on behalf of Messrs_____

[Name & address of the manufacturers]

Confirmed by Bank

Enclosed a copy of Crossed Cheque

SECTION-IV
(E) 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 authorised to attend the bid opening for the tender mentioned above on behalf of
----- (bidder) in order of preference given below.

Order of Preference	Name	Specimen
Signature		
1.		
2.		

Alternate Representative

Signatures of bidder

Or

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

Note
:

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

SECTION IV

(F) 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
(G) 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 an 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
(H) AFFIDAVIT/UNDERTAKING

I/ We have read and understood the instructions and the terms and conditions contained in the document. I/We accordingly accept all terms and conditions of the tender enquiry document including the essential conditions specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law. I/ We confirm that we do not stand debarred/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 here by certify that if at any time, information furnished by us is proved to be false or incorrect; I/ We are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

Date:

(Signature of the bidder)

NAME & ADDRESS OF THE BIDDER

NOTE: To be submitted on non-judicial stamp paper of Rs. 10/- duly certified by Public Notary

SECTION V (SCOPE OF WORK)

The Contracting Agency shall render the following services to Sports Authority of India, Dr.SPMSPC:

HORTICULTURE WORK:

The purpose of horticulture work is that the whole green area of the premises 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 there for various purposes. The contractor has to undertake all such jobs/activities required to maintain the complete 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 or earlier if required 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 plant 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:

- A. To provide and maintain on daily basis the flowerpots in SAINRC, Campus Offices.
- B. To maintain all the trees, plants, shrubs, hedges and lawn as are existing (Admin Block, Medical Centre & parking area, & Surrounding Area, VIP Guest House & Surrounding Area, hostel etc).
- C. To plant trees, shrubs etc by excavation/digging as and when required in the interest of the beautiful maintenance of the ambience/park/lawn of.
- D. To prepare and maintain flower beds, seasonal and perennial both.
- E. 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.
- F. Cutting of grass in lawns, pruning of plants at required intervals and removing the waste to the proper place.
- G. Regular watering of grass, lawns, trees, plants, shrubs etc. and hoeing and weeding in and around them.
- H. Spraying of insecticide and fungicide application/spreading of chemical and manure as and when required/advised.

- I. Any other job which is required to make the campus/premises from Horticulture point to view beautiful with lush green environment.
- J. The gardeners should demonstrate own initiative for horticultural up gradation of premises. Seasonal plan(s) for the same should be prepared and submitted to the designated officer.

NOTE:

- (i) For carrying out these functions, the contractor shall deploy malis at daily from Monday to Saturday and on other occasion as and when required.
- (ii) Malis(gardeners)should be experienced of not less than two years.
- (iii) In the event of finding the office premise not in the above mentioned spirit, penalty up to 2% of the total amount of monthly bill will be imposed for the concerned month.
- (iv) The contractor shall visit the premises to be maintained fortnightly for the purpose of overseeing the work of personnel deployed by him. During the visits, he shall invariably see the officer dealing with the services under the contract awarded to him, for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any observed in their working. Non-performers would be removed and replaced by competent gardeners within two working days by the contractor.
- (v) In the event of personnel being absent or on leave , the contractor shall ensure suitable alternate arrangement to make up for such absence. To avoid dislocation of work due to absence of personnel, the contractor shall make provision for leave reserve. However, deduction at double the agreed rates per day per person for each absence shall be made from the monthly bills submitted by the contractor, if substitute is not provided.
- (vi). The contractor will deploy personnel in the respective fields of work to be performed under the contract from 8:00AM to 5:00PM from Monday to Saturday.
- (vii). The contractor shall not deploy or shall discontinue to deploy any person at the premises, if so desired by the designated officer, at any time without assigning any reason whatsoever. The full particulars of the personnel including their names and addresses, Voter IDs, PAN etc. deployed by him shall be furnished to the SAI. Police Verification report of the personnel employed by the contractor will also be submitted by the contractor to this office.
- (ix). The Contractor will provide the required services six days a week throughout the year. Holiday, if any, will be observed with prior approval of the office under emergent circumstances. The services will be provided on Sunday also without extra charges if so required by SAI.

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

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

S.N.	Category	Number of the workers	Remarks, if any.
1.	Mali (Gardener)	06 Mali (Gardener)	No. of Mali can be decreased & increased
2.	Supervisor	01 Supervisor	As per work demand.

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

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

Date

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

SECTION VI
GENERAL CONDITIONS OF CONTRACT

1. The contract will be for a period of one year commencing from the date of signing the contract. However, the Agreement is terminable by giving one month's notice in writing by SAI to the contractor.
2. The working hours for the personnel of the contractor for this contract purpose will be 8 hours per day for six working days in a week (From 08:00AM to 05:00PM). In case, there is a requirement they may also be called on weekly off day or retained after working hours in case of urgency.
3. The workers deployed shall be healthy, active and not below the age of 18 years and not more than 60 years of age. Nobody shall have any communicable diseases. The contractor shall get medical verification of the personnel's employed and provide the report to SAI
4. The workers deployed shall be smartly dressed in proper uniform and always with Identity Card. The agency shall provide experienced and disciplined personnel.
5. The contractor shall bear all expenses regarding uniforms, preparation of their Identity card, compensations, wages and allowances (DA), PF, ESI, Bonus and Statutory compliances as applicable relating to personnel engaged by him and abide by the provisions of various labor legislations including weekly off and working hours.
6. The Contractor shall pay wages to his workers as per Govt. of India laid down norms every month, irrespective of delay in payment of Bill for whatever reason.
7. Payment of bills shall be released only after due verification by the Incharge of the centre/stadium towards satisfactory services during the billing period and accompanied by documentary proof of the following:-
 - a) Bio Metric attendance sheet duly certified by Incharge of the centre/stadium of the month the bill is claimed.
 - b) Challan for deposit of ESI in respect of workmen deployed under the contract for the month claim has been raised.
 - c) Challan for deposit of Provident Fund in respect of workmen deployed under the contract for the month claim has been raised.
 - d) Proof of payment to workmen deployed under the contract duly verified by the Incharge of the centre/stadium for the month claim has been raised (through transfer to their bank account)
 - e) Deposit of challan in respect of GST for the preceding month
 - f) Certified usage of machines and consumables at site by SAI authorized representative
 - g) Proof of purchase of consumables and depositing thereof in SAI's office

8. Wages payable shall not be less than the Minimum wages as per Central Government Rules/DC Rates which ever is higher.
9. The contractor shall also quote his rate of profit (service charges) in addition to the wages to be paid to his workers.
10. The personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc. **Charges on account of PF & ESI will be reimbursed by SAI against paid challans & ensuring that the amount in question has actually been paid to respective PF & ESI Office.** The list of workers going to be deployed shall be made available to the Department and if any change is required on part of the Department fresh list of workers shall be made available by the contractor after each and every change. The rates mentioned by the contractor include all extant statutory liabilities including "E.S.I., P.F.", Bonus, Uniform etc.
11. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month. Giving particulars of the employees engaged for the Department works, is required to be submitted to the Department. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time Department is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract with RPFC, with an advice to RPFC, duly furnishing particulars of personnel engaged for the Department.
12. Contractor shall submit workers EPF number and proof of payment of EPF, ESI etc as applicable every month for the previous month along with the monthly bill with respect to all employees deployed by him at SAI. The man power agency shall specifically ensure compliance of various Labor Laws/Acts. Including but not limited to with the following and their enactments/amendments/notifications.
 - a) The payment of wages Act, 1936
 - b) The Employee Provident Fund Act, 1952
 - c) The Factory Act, 1948
 - d) The Contract Labor (Regulation) Act, 1970
 - e) The Payment of Bonus Act, 1965
 - f) The Employees State Insurance Act, 1948
 - g) The Employment of Children Act, 1938
 - h) The Motor Vehicle Act, 1988
 - i) The Minimum Wages Act, 1948
13. The workers will be screened by the contractor after police verification regarding their antecedent, character and conduct; and a copy of the reports shall also be submitted to SAI.

14. Replacement of workers as required by the SAI will be effected promptly by the Contractor; if the contractor wishes to replace any of the personnel, the same shall be done after prior consultation with the SAI. The full particulars of the personnel to be deployed by the contractor including the names and address shall be furnished to the SAI along with testimonials before they are actually deployed for the job.
15. In case of any loss that might be caused to the SAI due to lapse on the part of the personnel deployed by the contractor, such loss shall be compensated by the contractor and in this connection, the SAI shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to the SAI besides imposition of penalty. In case of any deficiencies/lapses on the part of the personnel deployed by the contractor, the SAI shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
16. In case of a death or mishap occurred during discharge of the duty; the compensation liability will solely rest with the Contractor.
17. That Contractor's authorized representatives shall personally contact Head of the centre at least once a month to get a feed back on the services rendered by the contractor viz-a-viz corrective action required to make these services more efficient
18. In the event of workers deployed by contractor being on leave/absent, the contractor shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the contractor shall make provision for `leave reserve; Failure on this account shall attract penalty double the wages payable to the Contractor for such absence.
19. There shall be no employer-employee relationship between SAI and personnel engaged by the contractor. They will for all purposes remain under the employment of the contractor.
- 20.** The successful bidder/contractor would have to deposit an amount of 3% of the tendered cost towards Performance Guarantee through Demand Draft/pay order/FDR/Bank Guarantee from a commercial bank in favour of Secretary, SAI within 21 days of awarding of the contract, which would remain with Dr.SPMSPC during the contract period and no interest shall be payable on the said amount. The said amount shall be refunded after two months from the date of completion of the work, subject to deduction of any outstanding dues etc. The Bank Guarantee if furnished for this amount shall be valid up to sixty days from the date of completion of work.
21. The contractor shall arrange to maintain the daily shift-wise attendance record of the contract workers deployed by him showing their arrival and departure time. This attendance record will be submitted every month to SAI along with the monthly bill. The attendance record shall be produced for verification on demand by the SAI at any other point of time.

22. If at any point of time, it comes to the notice of the SAI that the contract workers deployed are different from the list provided (with attested photographs), SAI will be well within its right to impose penalty not exceeding five times the wages payable to the contract or for each such personnel identified.
23. In case of non-compliance/non-performance of the services according to the terms of the contract, the SAI shall be at liberty to make suitable deductions @ 2% of that particular day billing on each occasion not exceeding 10% of the monthly bill from the bill without prejudice to its right under other provisions of the contract and law. In case, default continues, attracting penalty of more than 10%, of the bill amount, SAI reserves the right to terminate the contract. A register, in which laps shall be recorded by the In-charge of the work, shall be maintained at site.
24. The contractor shall be solely liable for all payment/dues of the workers employed and deployed by him with reliable evidence provided to the SAI. In the event, SAI makes any payment or incurs any liability; the contractor shall indemnify the SAI completely;
25. Income Tax TDS as per rules shall be deducted from the bills of the contractor as per applicable laws.
26. As and when the SAI requires additional contract workers on temporary or emergency basis, the contractor will depute such personnel in accordance with pro-rata rates. For the same, a notice of two days will be given by the SAI.
27. Any violation of instructions/agreement or suppression of acts will attract cancellation of agreement without any reference.
28. In case the SAI suspects or finds any work is entrusted to any sub-contractor on piece meal basis or on regular terms, the SAI reserves the right to terminate the contract without assigning any reasons.
29. SAI shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and it reserves the right, in its sole discretion, to effectively ask the contractor to replace any or all the Personnel/s on any ground, whatsoever. The contractor also agrees to provide any additional Personnel/s (at the same prevailing rates) or reduce the existing strength of Personnel as per the requirements of SAI.
30. The contractor shall ensure that its personnel shall not at any time, without the consent of the Department in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the Department and shall not disclose to any information about the affairs of Department. This clause does not apply to the information, which becomes public knowledge.
31. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as when required.

32. If the contractor is a partnership of two or more persons all such persons shall be jointly and severally liable to the Department for the fulfillment of the terms of contract.
33. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim thereof is filed in the office of the Labor Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Department may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contract or to the said Labour Authorities and any sums so paid shall be recoverable/deductible by the Department from the contractor.
34. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulation, be directed to be paid by the contractor to the Department within seven days. The Department shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
35. Persons engaged by the contractor shall not take part in any union and association activities.
36. SAI shall not be responsible for providing residential accommodation to any of the employee of the contractor.
37. SAI shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The department does not recognize any employee employer relationship with any of the workers of the contractor.
38. If as a result of post payment audit, any overpayment is detected in respect of any work done by the contractor or alleged to have done by the agency under the tender, is shall be recovered by the Department from the contractor.
39. The contractor shall provide the copies of relevant record during the period of contract or otherwise even after the contract is over whenever required by the Department etc.,
40. The contractor will be held wholly responsible for any action taken by statutory bodies for violation/non-compliance of any such provision/rule.
41. The contractor should maintain all the records and documents under various labour laws applicable to contract labours/personnel and also Shops & Establishment Act/Rules applicable to his/her establishment and make them available at the SAI at all times. Indicative list of such records is given for example: (a) Register for Workmen, (b) Employment card (to be issued to workers), (c) Muster Roll, (d) Register for wages, (e) wages slip, (f) OT registers etc
42. The wages shall be paid to workmen without any deduction except those under the payment of Wages Act and Minimum wages as per Central Government Rule Act. The Contractor should ensure that his workmen are granted Holidays/Leave with wages as per applicable Act/Rules.
43. The SAI reserves its rights to withhold bills, if the contractor fails to produce proof for having remitted the ESI/PF dues.
44. The contractor must get police verification of all his personnel employed at SAI, Dr. SPMSPC and submit the report to this office along with voter IDs, and other valid proof of residence.
45. 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.
46. The contractor shall execute the assigned work as per the schedule and if the same have not been executed up to the expected level, warning notice shall be issued in this regard. If the situation continues still, penalty will be imposed as per scale tabulated below:-

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

S.No	Description of irregularities	Penalty
1	If grass not removed twice in a month	Rs.2000/-each occasion
2	If hedges not trim/cut regularly	Rs.2000/-each occasion

3	Not planted seasonal flowers	Rs.5000/-each occasion
4.	Not remove dry leaves, waste material etc.	Rs.3000/-each occasion
5.	Intoxicant during duty hours	Rs. 5000/- per instance and removal of service of the employee concerned.
6.	Involvement of any person in any theft cases	Termination from the job and also amount will be recovered from payment bill of contractor
7-	If short comings not rectified by the contractor within two days	10%amountofthetotalmonthlybillshall be deducted from the contractor

In case default /lapses continue by on areas on able time, SAI reserves the right to terminate the contract.

Note:

All tools, equipments, consumables would be provided by the contractor at no extra cost. In case the contractor fails to provide any of equipment tools, shackles&consumablescontinuouslyforaperiodof15(fifteen)daysSAIhastherighttopurchase 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.

47. 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.
48. Offers with service charges as zero value will be treated as unresponsive. Zero percent includes all derivatives of 0 upto 0.999.
49. Disclaimer: The near relatives of SAI are prohibited from participation in this tender. The near relatives for this purpose are define das:
- 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).

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

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

- a) Further to Section II- A (g) Scrutiny & Evaluation of Bids above, the purchaser's evaluation of a tender will include and take into account the following:
 - i) In the case of goods manufactured in India or goods of foreign origin already located in India, Goods and Services Tax, Works Contract Tax etc which will be contractually payable(to the bidder),on the goods and services;and
 - ii) In the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the bidder)on the goods and services.
- b) In exercise of powers conferred in section 11 of the Micro, Small and Medium Enterprises Development(MSMED) Act2006, the Government has notified anew Public Procurement Policy for Micro & Small enterprises effective from 1stApril 2012. The policy mandates that 20% of procurement of annual requirement of goods and services by all Central Ministries/Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said20%quantity.
 - i) In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L1+15%would also be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from some one other than on MSE. Such MSEs would be allowed to supply up to20% of the total tendered value. In case there are more than one such eligible MSE, the 20% supply will be shared equally. Out of 20% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failureofsuchMSEstoparticipateinthetenderprocessormeetthetenderrequirements and the L1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.

- ii) The MSEs fulfilling the prescribed eligibility criteria and participating in the tenders shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir board or national Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being on MSE, failing which their tender will be liable to be ignored.
- c) The provisions of Public Procurement (***Preference to Make in India***) Order 2017 issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide Letter No. P-45021/2/2017BE-II dated 15.06.2017 shall be applicable to the bidding process and award of the contract shall be done accordingly. In this connection, the minimum local content shall be% (fill 50% in general however, the figure can be varied depending upon type of purchase with the approval of Competent Authority) and the margin of purchase preference shall be 20%. For award of contract, (3a or 3b or 3c, whichever is applicable) of the Public Procurement (Preference to Make in India) Order 2017 shall be applicable in addition to the other provisions in the bidding documents in this regard. The bidders shall have to specify whether he is a local supplier in terms of the Public Procurement (Preference to Make in India) Order 2017 or otherwise in the bid forwarding letter. In case of the bidder being a local supplier, he shall also give a certificate from statutory auditor of the company (in case bidder is a company) or from a practising cost accountant or practicing Chartered Accountant (in case bidder is not a company) along with his bid in terms of para 9 (b) of the Public Procurement (Preference to Make in India) Order 2017.
- d) The condition of prior turnover and prior experience may be relaxed for Startups (Rule 173 (i) of GFR, 2017) (As defined by Department of Industrial Policy and Promotion) subject to meeting of quality and technical specification and making suitable provisions in the bidding document. The quality and technical parameters are not to be diluted.
51. If dispute or difference of any kind shall arise between the SAI and the contractor in connection with or relating to the Contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
52. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the SAI or the contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between SAI and contractor relating to any matter arising out of or connected with the Contract, such dispute or difference shall be referred to the sole arbitration, appointed to be the arbitrator by the Sports Authority of India, DR.SPMSPC. The award of the arbitrator will be final and binding on the parties to the Contract. The procedure to be followed during arbitration and fee of arbitrator shall be as per prevailing rules and policies of SAI.

53. Venue of Arbitration: The venue of arbitration shall be the place from where the Contract has been issued.
54. The Court of (Delhi) 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.

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

Schedule No.	Brief description of services	Accounting unit	Unit Price	Terms of delivery

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

(ii) Contract valid upto:

(iii) Prices:

(ii) Details of Performance Security:

(v) Warranty Period:

(vi) 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)

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

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

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

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

Beneficiary: Sports Authority of India, _____

PERFORMANCE GUARANTEE No.:
[insert Performance Guarantee

number]

We have been informed that [insert complete name of firm] (here in after 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] (herein after 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 here by excluded.

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

SECTION-VII(C)

CHECKLIST

Name of Bidder: Name of
Manufacturer

Sl.NO.	Activity	Yes/No/NA	Page No. in the TE Document	Remarks
1.a	Have you enclosed EMD of required amount for the quoted schedules?			
b.	Incase EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section IVD?			
c.	In case Bank Guarantee is furnished, have you kept its validity of _____Days from Techno Commercial Tender Opening date as per Section I of IFB?			
2.	Have you enclosed duly filled Tender Form as per format in SectionIV(A)?			
3.	Have you enclosed power of attorney in favor of signatory?			
4.	Have you submitted satisfactory performance certificate as per criteria stipulated in Section III (A) of RFP.			
5.	Have you submitted Copy of the order(s)and end user certificate?			
6.	Have you submitted prices of services in the price schedule as per Section IV (C)?			

7.	Have you kept validity of _____days from the Techno Commercial Tender Opening date as Per the TE Document?			
8.	Have you furnished PAN 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 fully accepted Contract period as per TE Document?			
12.	Have you submitted the certificate of incorporation?			
13.	Have you accepted terms and conditions of TE document?			
14.	Have you furnished documents establishing your eligibility& Qualification criteria as per the TE document?			
15.	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.?			
16.	Have you enclosed the Affidavit as per Section IV (I)of the TE Document?			

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)

SECTION-VII(D)

Bid Securing Declaration Form

Date: _____

Tender No. _____

To

Administrator, Dr.SPMSPC
Sports Authority of India

I/We understand that, according to your conditions, bids must be supported by a bid securing Declaration.

I/ We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am/we are in a breach of any obligation under the bid condition as below:

- A) Withdraws/modification/amends the submitted bid against this tender, impairs or derogates from the tender, during the period of bid validity specified in this tender.; or
- B) Having been notified of the acceptance of our bid by the purchaser during the period of bid validity
 - a. Fail or refuse to execute the contract, or
 - b. Fail or refuse to furnish the performance security, in accordance with the term of this tender document.

I/We understand this bid securing declaration shall cease to be valid if I am/ We are not the successful bidder or upon

(i) The receipt of your notification of the name of the successful bidder and submission of required performance security, in accordance with the terms of this tender document; or

(ii) Thirty days after the expiration of the validity of my/our bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of:
(insert legal capacity of person signing the bid securing declaration) Dated on day of (insert date of signing)

Corporate seal (where appropriate)