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Ref. No. 1(19)/SAI/ES/CAMC-Shotgun Ranges-KSSR/2018-19- IFB-193

E-Bidding Document

CAMC of Trap & Skeet Ranges installed
at
Dr. KSSR, New Delhi

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PART-1
BIDDING PROCEDURE

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SECTION I

Bid Ref. No. 1(19)/SAI/ES/CAMC-Shotgun Ranges-KSSR/2018-19- IFB-193

Sports Authority of India (SAI), through the Director General, Sports Authority of India, invites online bids (**manual bids shall not be accepted**) on two bid system for Comprehensive Annual Maintenance Contract (CAMC) of Trap & Skeet Ranges installed at Dr. KSSR, New Delhi given below:

Brief Description of work	Amount of Bid Security in INR
Comprehensive Annual Maintenance Contract (CAMC) of Trap & Skeet Ranges installed at Dr. KSSR, New Delhi including operation.	1,65,000.00

Scanned copy of Bid Security is to be uploaded online and Hard copy of the same must be sent to the Regional Director (ES), Sports Authority of India, New Delhi on or before Bid Submission Date & Time as mentioned in Critical Date Sheet.

CRITICAL DATE SHEET

Uploading/Publication of Tender Documents	04.06.2019 (05.00 PM)
Downloading of Bid Documents	05.06.2019 (05.00 PM)
Start off Date for Seeking Clarifications	06.06.2019 (09.00AM)
Cut off Date for Seeking Clarifications	06.06.2019 (05.00 PM)
Pre bid meeting	10.06.2019 (12.00 PM)
Start Date & Time of Submission of Bids	12.06.2019 (10.00AM)
Last Date & Time of Submission of Bids	24.06.2019 (10.00 PM)
Bid Validity Period	90 Days
Opening Date & Time of Technical Bids	25.06.2019 (12.00 PM)
Opening Date & Time of Financial Bids	Will be intimated Later

2. Bidder may also download the Bidding Documents from the web site- [w.w.w sportsauthorityofindia.nic.in](http://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 CPPP 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 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 sportsauthorityofindia.nic.in at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

Regional Director (ES)
Sports Authority of India
HO, JN Stadium
New Delhi 110003

SECTION II - A
INSTRUCTIONS TO BIDDERS (ITB)
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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 Sports Authority of India the organisation procuring services as incorporated in the Tender Enquiry documents i.e CAMC of Trap & Skeet Ranges installed at Dr. KSSR, New Delhi.
- b. “Tender” means bids/quotations/Tender received from Bidder.
- c. “Bidder” means bidder/the individual or firm/Company submitting bids/Quotations/Tender.
- d. “Service provider” means the individuals or the firm/Company providing services as incorporated in the contract.
- e. “Services” means the services as incorporated in the scope of work.
- f. “Earnest Money Deposit” (EMD) means Bid Security/monetary or financial guarantee to be furnished by a bidder along with its tender.
- g. “Contract” means the written agreement entered into between the SAI and Service provider, together with all the documents mentioned therein and including all attachments, annexure etc., therein.
- h. “Performance Security” means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- i. “Specification” means the document/standard that prescribes the requirement with which service has to conform.
- j. “Inspection” means activities such as measuring, examining, testing, gauging one or more characteristics of service and comparing the same with the specified requirement to determine conformity.
- k. “Day” means calendar day.

iii) Abbreviation:-

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

2. Introduction

- i) This bid document is for procurement of services as mentioned in **Section –V** “Scope of Work”.
- ii) This Section (**Section II**) provides relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by SAI for receipt and opening of bids as well as scrutiny and evaluation of bids and subsequent placement of contract.
- iii) Before formulating the bid and submitting the same to the SAI, the bidder should read and examine all the terms and conditions, instructions, specifications etc. contained in the bid document. Failure to provide and/or comply with the required information, instructions etc. incorporated in this bid document, may result in rejection of the bid.

3. Language of Bid

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

4. Tendering Expenses

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

(b) BIDDING DOCUMENTS

6. Content of Bidding Documents

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

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

7. 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: 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 dead line for submission of bids.

8. Modifications/withdrawal of bids

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

9. 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 3 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.

10. Late bids

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

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.

(c) PREPARATION OF BIDS**12. Documents comprising the bid**

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

13. Technical Bid:

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

- (i) Bid Security: Bid Security is to be furnished in accordance with clause 17 of ITB and bid submission as Performa at **Section IV (A)**. Alternatively, documentary evidence for claiming exemption, if any, from payment of Earnest Money.
- (ii) Self-attested ID proof, address proof, Pan Card and a recent passport size colored photograph of authorized representative.
- (iii) Certificate of Incorporation, Articles and Memorandum of Association in case of companies/Partnership Deed and Registration of Partnership Firm in case of Firms/Any document proving ownership of proprietary firm.
- (iv) Authorization Certificate issued by OEM in favor of the bidder, if the bidder is not the Manufacturer of the goods to be supplied. (Either of the two can participate in the Bidding Process)
- (v) Bidder/Agent who quotes for items manufactured by OEM shall furnish scanned copy of Manufacturer’s Authorization Form as per **Section IV (E)**.
- (vi) The bidder should ensure the quantity & quality of required genuine/original spare parts from the OEM for the comprehensive annual maintenances of the equipment installed at Dr. KSSR for the entire duration of the contract period. A confirmation from the OEM is to be furnished. Non-submission of said confirmation from the OEM will leads to rejection of bid.
- (vii) Certified copy of agreement executed between Agent and OEM, in case bidder is an agent.
- (viii) Documents mentioned in the qualification criteria as per **Section III (A)**.
- (ix) “Performance Statement” as per perform in **Section III-B** along with relevant copies of orders and end users’ satisfaction certificate.
- (x) National Electronic Fund Transfer (NEFT Form) as per **Section IV- (F)** for payment in Indian Rupee.
- (xi) Certificate of Chartered Accountant showing annual turnover for the last three financial years (2015-16, 2016-17 & 2017-18). Copies of Balance Sheet, Profit and Loss Account statement etc need not be enclosed.
- (xii) Income Tax returns filed for the last three financial years. (2015-16, 2016-17 & 2017-18).
- (xiii) Goods & Services Tax Registration Certificate

- (xiv) Valid PAN, ESI, PF registration with codes, TIN (Tax Payer Identification Number)/TAN
- (xv) Undertaking by the bidder confirming availability of manpower of requisite, experience.
- (xvi) Registration No. and Certificates for Shops & Establishment Act of the respective state, if applicable.

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

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

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

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

- (i) The Bidder shall quote for all the components of items specified in the price schedule provided under Section IV (C) with details of the cost per persons required as per Annexure A of Section IV (C). All the columns shown in the price schedule should be filled up as required. **Price bid should clearly indicate the cost of spares, manpower and other expenses. Statutory taxes such as GST etc. should also be shown.**

(ii) The bidder should subject the bid in the following format:-

- 1. Monthly**
- 2. Shift wise**
- 3. Maintenance**
- 4. Operations**

(iii) 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

(iv) No condition shall be attached to the Financial Bid. Conditional bids shall be summarily rejected.

- (v) It is the responsibility of Bidder to go through the Bidding Document before offering rates as per price schedule.
- (vi) All pages of the Bid should be page numbered and indexed.
- (vii) 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

14. 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, the same will be reimbursed on actual basis.
- (ii) Sales-tax/VAT (except GST), purchase tax, turnover tax or any other tax, if applicable in respect of this contract shall be payable by the bidder and SAI will not entertain any claim whatsoever in respect of the same. However, in respect of GST, if payable, same shall be paid by the bidder to the concerned department on demand and it will be reimbursed to him by the SAI after satisfying that it has been actually and genuinely paid by the bidder.

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

15. Alternative Bids are not allowed.

16. Documents establishing bidder's eligibility and qualifications

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

17. Bid Security/Earnest Money Deposit (EMD)

- (i) The bidder shall furnish Bid Security for an amount as shown in the Clause 1 of Section I- IFB. The Bid Security is required to protect the SAI against the risk of the bidder's unwarranted conduct as explained under sub-clause 17 (vi) below. Non submission of Bid Security will be considered as major deviation and bid will not be considered
- (ii) In case, as per notification of Government of India, the bidder falls in the category of exemption of Bid Security, it should furnish the relevant notification along with required documents like valid Registration Certificate etc.
- (iii) The Bid Security shall be furnished in one of the following forms:
 - a) Account Payee Demand Draft
 - b) Fixed Deposit Receipt
 - c) Banker's cheque

d) Bank Guarantee from any of the commercial banks (as per the format at **Section IV-D**)

(iv) The Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee shall be drawn on any Commercial Bank in India, in favour of the "Secretary, Sports Authority of India", payable at New Delhi. In case of Bank Guarantee, the same is to be obtained from any commercial bank in India as per the format specified under **Section IV (D)** of the Bid Document.

The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. **The Bid Security shall be valid for 90 days from the date of opening of the Technical Bid.**

(v) Earnest Money is required to protect the SAI against the risk of the bidder's conduct, which would warrant the **forfeiture of the EMD**. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the SAI. The successful bidder's earnest money will be forfeited without prejudice to other rights of SAI if it fails to furnish the required performance security within the specified period.

(vi) Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of validity of its bid without prejudice to other rights of the SAI. Further, if successful bidder fails to furnish the required Performance Security and sign the contract / agreement within the period as specified by SAI in the Letter of Award (LoA), its Bid Security/EMD will be forfeited.

18. Bid Validity

(i) The bid shall remain valid for acceptance for a period of 180 days after the date of bid opening, prescribed in the bid document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.

(ii) In exceptional circumstances, SAI may request the bidders' consent to extend the validity of their bids up to a specified period. The bidders, who agree to extend the bid validity period are to extend the same in writing. However, they will not be permitted to modify their original bids during the extended bid validity period.

(iii) In case, the day up to which the bids are to remain valid falls on a holiday or on a day declared as holiday or closed day for the SAI, the bid validity shall automatically be extended up to the next working day.

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

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

20. Signing of bids

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

(d) SUBMISSION OF BIDS

21. Submission of bids

- (i) Bids should be submitted online as per the instructions given for online submission under Section II (B).
- (ii) Bids must be received by the SAI not later than the date and time prescribed in the bid document.
- (iii) SAI, at its discretion, may extend the deadline for submission of bids by amending the bid document in accordance with clause 7 of **ITB**. In that case, all rights and obligations of the SAI and the bidders would automatically stand extended.
- (iv) Submission of more than one bid by the same bidder shall entail him for disqualification from participating in the bid process.

(e) BID OPENING

22. Opening of bids

- (i) The SAI will open the bids at the specified date, time and place as indicated in the IFB in **Section-I**. If due to administrative reasons the venue / date/ time of bid opening are changed, it will be displayed prominently in the notice board of the SAI and on the SAI's website.

- (ii) In case the specified date of bid opening falls on a holiday or is subsequently declared a holiday or closed day for the SAI, the bids will be opened at the appointed time and place on the next working day.
- (iii) Authorized representatives of the bidders, who have submitted bids on time may attend the bid opening provided they bring with them letters of authority/board resolution from the corresponding bidders. Letter of authority for attending the bid opening meeting should be in the format placed at **Section IV (F)**.
- (iv) Two – bid system as mentioned in Para 11 above will be as follows:-
 - a) **Technical Bids** will be opened in the first instance, at the prescribed date and time as indicated in **Section –I (IFB)**. These bids shall be scrutinized and evaluated by the SAI with reference to parameters prescribed in the Bid Document. During the Technical bid opening, the bid opening official(s) will read the salient features of the bids like brief description of the items offered, delivery period, Bid Security and any other special features of the bids, as deemed fit by them.
 - b) **Financial Bids** of only the technically acceptable bids / offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical Bid. The prices, special discount if any offered etc., as deemed fit by bid opening official(s) will also be read out.

(f) SCRUTINY AND EVALUATION OF BIDS

23. Basic Principle

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

24. Scrutiny of Tenders

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

- a) Qualification Criteria not enclosed
- b) Tender is unsigned.
- c) Tender validity is shorter than the required period
- d) Required EMD (Amount, validity 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.

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 subtotals shall prevail and the total corrected, and
- c) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 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 12 of Section II A read with Section III (A), will be treated as non - responsive and will not be considered further.

28. Comparison of Bids and Award Criteria

- (i) The Contract shall be awarded to the responsive Bidder(s) who is overall lowest and who meets the laid down Qualification Criteria in the Bid documents. This means that award criteria will be based on the least cost, which would be total payout including all taxes, duties and levies. (Least cost as quoted in grand total of part A, B and 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.

(g) AWARD OF CONTRACT

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

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

31. Notification of Award

- (i) The bidder whose bid has been accepted will be notified of the award by the SAI prior to the expiry of the bid validity period.
- (ii) Before expiry of the bid validity period, the SAI will notify the successful bidder in writing, by registered / speed post or by fax/ email that its bid for items, which have been selected by the SAI, also briefly indicating there-in, that the essential details like description and prices have been accepted. The successful bidder must furnish to the SAI the required Performance Security within **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 22 under **Section VI**.

- (iii) The Letter of Award (LoA) will state the sum that the SAI will pay to the successful bidder in consideration of the services to be provided by him.
- (iv) The details of award of work and name of the successful bidder shall be mentioned on the CPPP 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 7 (seven) 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

- (i) At the time of awarding 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.
- (ii) Further, SAI reserves the rights to delete any of the tendered items without assigning any reason whatsoever. SAI as deemed fit, out of the total tendered quantity for the tendered items may place Notification of Award for the quantity as per the requirements.

34. Annulment of Award

Failure of the successful bidder to comply with the requirement of signing an agreement with the SAI and furnishing Performance Security as per clause 22 of **Section VI** shall constitute sufficient ground for annulment of the award and forfeiture of bid security.

35. Cancellation of Bid/Contract

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

36. Disqualification

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

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

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

38. Corrupt or fraudulent practices

- (i) It is required by all concerned namely the Service provider/SAI to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SAI:
 - a) Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
 - b) Will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by the SAI if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or in executing the contract
 - c) The SAI reserves the right not to conclude the contract and in case contract has been issued, terminate the same, if found to be obtained by any misrepresentation, concealment and suppression of material facts by the bidder. In addition, Bid Security/ Performance Security (as the case may be) deposited by the bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment and suppression of material facts shall be initiated.

39. Conflict of Interest among bidders/agents

- (i) A bidder shall not have conflict of interest with others bidders. Such conflict of interest can lead to anti competitive practices to the detriment of SAI's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process if;
 - a) they have controlling partner (s) in common; or
 - b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or
 - c) they have the same legal representative/agent for purposes of this bid; or
 - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
 - e) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in

which the parties are involved. However, this does not limit the inclusion of the components/ sub-assemblies from one bidding manufacturer in more than one bid.

f) in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:-

1. The principal manufacturer directly or through one Indian agent on his behalf; and

2. Indian/foreign agent on behalf of only one principal.

g) a bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid;

h) in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business.

SECTION – II (B)
INSTRUCTIONS FOR ONLINE BID SUBMISSION

1. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

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

2. REGISTRATION

(i). Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in//eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.

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

(iii). Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

(iv). Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/TCS/nCode/eMudhra etc.), with their profile.

(v). only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.

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

3. SEARCHING FOR TENDER DOCUMENTS

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

(ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

(ii) 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.

5. 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.
 - (iii) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

5. SUBMISSION OF BIDS

- (i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (ii) The bidder has to digitally sign and upload the required bid documents one by one as indicate in the tender document.
- (iii) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- (iv) Bidder should prepare the EMD as per the instruction specified in the tender document. The original should be **posted/couriered/given** in person to the concerned official latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (v) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission on the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- (vi) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of

the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- (vii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (viii) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.
- (ix) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

6. ASSISTANCE TO BIDDERS

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender.
- (ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The Contract number for the helpdesk is 1800 3072 2232.

SECTION – III (A)
QUALIFICATION CRITERIA

Bid Reference No. 1(19)/SAI/ES/CAMC-Shotgun Ranges-KSSR/2018-19- IFB-193

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. 01.00 Crore in last three financial years viz 2015-16, 2016-17 & 2017-18.	Statutory Auditor's Certificate that provides the information explicitly as per the criteria. Statutory Auditor's Certificate is mandatory. Providing Balance Sheet or Financial Statements is not sufficient for this requirement.
3.	The bidder must have completed satisfactorily one order of CAMC of Trap & Skeet Ranges for a value not less than Rs. 50.00 Lakhs for Government/Paramedical force/Sports Department installed in any part of India including its operation.	The requisite order (s) along with satisfactory completion certificates issued by relevant authority not less than the rank of Section Officer.
4.	The bidder should be an OEM or a company/firm authorized by the OEM in writing as repair and service centre for India. Bidder should have adequate technically qualified and experienced personnel to undertake maintenance.	Furnish required documents
5.	The bidders should not have been debarred/blacklisted by any state/central government/PSUs	Furnish blacklisting declaration in the format given in Section IV (I)
6.	The Bidder should be solvent	Furnish required document

SECTION – III (B)

PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last three years)

Bid Reference No. : _____

Date of opening : _____

Name and address of the Bidder : _____

Name and address of the department where worked : _____

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

Signature and seal of the Bidder

Note:

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

SECTION – III (C)
SELECTION CRITERIA

1. SAI reserves the right to accept or reject any or all bids without assigning any reasons
2. SAI also reserves the right to reject any bid (including the lowest one) which in its opinion is not responsive or violating any of the conditions/specifications or which is found to be adopting unethical business practices; without bearing any liability or any loss whatsoever it may cause to the bidder in the process.
3. Technical bids will be evaluated as per qualification criteria given in Section III (Qualification Criteria & Performance Statement) read with Para 12 of Section II (ITB) of the tender documents.
4. Technical bids of only those bidders who have submitted Bid Security as per terms of NIT will be opened.
5. The successful bidder will be the one who emerges overall 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) BID SUBMISSION FORM

Date _____

To

Sports Authority of India

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

We, the undersigned have examined the above mentioned Bidding Document, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to provide _____ (Description of 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.

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 22, in Section - VI for due performance of the contract.

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

We agree to provide qualified and experienced workers as indicated in the Tender Documents for **CAMC of Trap & Skeet Ranges installed at Dr. KSSR, New Delhi** as per terms & conditions of the tender documents..

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

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

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

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

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

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

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

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

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

[Signature with date, name and designation]

Duly authorised to sign Bid for and on behalf of Messrs _____

[Name & address]

SECTION – IV

(B) Form for Power of Attorney/Board Resolution

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

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

IN WITNESS WHEREOF WE, _____THE ABOVE NAMED PRINCIPALS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ___DAY OF 20**

For _____

(Signature)

(Name, Title, and Address) Witnesses:

- 1.
- 2.

Accepted (Notarized)
(Signature)

(Name, Title and Address of the Attorney)

Section IV
(C) PRICE SCHEDULE

To,

Sports Authority of India,
Jawaharlal Nehru Stadium,
CGO Complex, Lodhi Road,
New Delhi – 110003.

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

Dear Sir,

We hereby quote the following rates for undertaking Comprehensive Maintenance of **M/s Laporte Ball Trap & Skeet Range Equipments** installed at Dr. Karni Singh Shooting Range, Tughlakabad, New Delhi as per the Scope of Work in accordance with Special conditions of Contract as per Section-VI and General Conditions of Contract as per Section-VII of the Bidding Documents, as under:

This is also confirmed that I/we have visited all the sites where **M/s Laporte Ball Trap & Skeet Range Equipments** is installed and have studied site conditions and aware of operational requirements.

Schedule of Rates for Comprehensive Maintenance of Laporte Ball Trap & Skeet Range Equipments as under:-

1.

S.No.	Description of Eqpt.	Quantity/ number of units	Rate Of CAMC Per unit (Monthl y basis) Rs.	GST Rs.	CAMC charges plus Tax (monthly) Rs. (4+5)	Operation charges (Shift wise)* (monthly) Rs.	GST on Operation charges	Monthly charges Total (column 6+7+8) Rs	Total annual charges in Rupees inclusive of all taxes (CAMC+ Operation +Tax)
1	2	3	4	5	6	7	8	9	10
1.	LAPORTE Trap Machines Model: 185 FO 12C with 400 Clay Capacity Magazine per machine OLYMPIC MODEL	06 Sets Each set comprising of 4r515 machines (including Double Trap machines) complete with peripherals of cabling in the Trenches, Control Room to the Microphones, the Scoreboards etc. For							

		Competition							
2.	LAPORTE Trap Machines Model: 185 FO 12C with 400 Clay Capacity Magazine per machine OLYMPIC MODEL	06 Nos. Including standard 2M power cable, suitable connector and connection box for the trench							
3.	LAPORTE Skeet Machines Model: 185 FO 12C with 600 Clay Capacity Magazine per machine OLYMPIC MODEL	06 Sets Each set comprising of 2 Machines complete with peripherals of cabling in the Trenches, Control Room to the Microphones, to scoreboards etc. For Competition.							
4.	LAPORTE Skeet Machines Model: 185 Skeet 12C with 600 Clay Capacity Magazine per machine including Timer OLYMPIC MODEL	06 Nos. Including standard 2M Power cable and suitable connector and connection board for the high/low house							
5.	LAPORTE Trap Voice OLYMPIC MODEL for all disciplines of Trap, Double Trap and Skeet	06 Sets Each set consists of 8 microphones, stand, lamps, power cables, control unit complete with peripherals of cabling in the control room and from control room to Electronic Scoreboard etc.							
6.	LAPORTE Trap Voice OLYMPIC MODEL for all disciplines of Trap, Double	01 Set Each set including 8 microphones, stands, lamps, 2 M power							

	Trap and Skeet (Spare Unit)	cable from microphone to Shooters' Stand interface box as spare							
7.	LAPORTE Electronic Digital Scoreboard automatic for Finals Model: EP096TBH7-6-53	06 Nos. Including power cable 2M length and interface box for Control Room connectivity							
8.	Data Concentrator	01 Set							
Total in Rupees									

S.No.	Items	Qty.				
1	Trap/Double Trap	90+6(Spare)				
2	Skeet	12+ 6 (Spare)				
3	Score Board	06				
4	Voice Control Unit	48				
5	Concentrator	01				
6	Manpower plus technical supervisor (Highly skilled)	2 supervisors 04 loaders/Operators				

*One shift consisting of 9 (nine hours).

Note:

1. Rates quoted above are for Comprehensive Annual maintenance Contract of Laporte Ball Trap & Skeet Range Equipments as detailed above.
2. All levies/taxes/duty etc., except GST payable by the bidder.
3. CAMC will be annually basis.
4. Operation charges will be monthly basis (shift wise).
5. EPF & ESI, shall be reimbursed on production of proof of payment to Government after exercising all due checks.
6. Payment will be made on actual usage.

I/We agree to provide above services at the above mentioned rates and terms and conditions of the Bid Document.

(Signature of Bidder)
Name, Address & Seal of Bidder

Place: _____

Date: ___ / ___ / ___

SECTION – IV
(D) BANK GUARANTEE FORM FOR BID SECURITY

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

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

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

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

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

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

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

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.

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATAE FORM

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

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

[Name & address of the manufacturers]

Confirmed by Bank

Enclosed a copy of Crossed Cheque

SECTION – IV
(F) LETTER OF AUTHORISATION FOR ATTENDING BID OPENING MEETING

Tender No. -----

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

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

Order of Preference	Name	Specimen
Signature		
1.		
2.		

Alternate Representative

Signatures of bidder

Or

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

Note:

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

SECTION IV

(G) DISCLOSURE OF CONFLICT OF INTEREST

It is hereby disclosed that we have not any conflict of interest with others bidders in terms of conditions stipulated in clause No. 46 of Section II- A of Tender Document. If this disclosure is found wrong later on, we are liable for punitive action as per terms of the agreement.

(Authorized Signatory)

Stamp

SECTION IV
(H) DISCLOSURE OF CODE OF INTEGRITY

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

1. Prohibition of:-

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

(Authorized Signatory)

Stamp

SECTION IV
(I) AFFIDAVIT/UNDERTAKING

I/ We have read and understood the instructions and the terms and conditions contained in the document. I/We accordingly acknowledge, confirm, undertake and 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 deregistered/debarred/banned/blacklisted by any Govt. Authorities. I/ We do hereby declare that the information furnished/ uploaded is correct to the best of my/our knowledge and belief. I/We hereby certify that the prices offered by us in this tender is not higher than the prices we had offered to any other Govt. of India Organisation (s)/PSU(s) during the last one year and shall provide the justification for reasonableness of our offered price whenever asked during evaluation of our submitted bid. I/ We also hereby certify that if at any time, information furnished by us is proved to be false or incorrect; I/ We are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

Date:

(Signature of the bidder)

NAME & ADDRESS OF THE
BIDDER

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

SECTION V
(SCOPE OF WORK)

Comprehensive Maintenance of Laporte Ball Trap & Skeet Range Equipments installed at Dr. Karni Singh Shooting Range, Tughlakabad, New Delhi as per details given below:-

S.No.	Description of Eqpt.	Quantity
1.	LAPORTE Trap Machines Model: 185 FO 12C with 400 Clay Capacity Magazine per machine OLYMPIC MODEL	06 Sets Each set comprising of 15 machines (including Double Trap machines) complete with peripherals of cabling in the Trenches, Control Room to the Microphones, the Scoreboards etc. For Competition
2.	LAPORTE Trap Machines Model: 185 FO 12C with 400 Clay Capacity Magazine per machine OLYMPIC MODEL	06 Nos. Including standard 2M power cable, suitable connector and connection box for the trench
3.	LAPORTE Skeet Machines Model: 185 FO 12C with 600 Clay Capacity Magazine per machine OLYMPIC MODEL	06 Sets Each set comprising of 2 Machines complete with peripherals of cabling in the Trenches, Control Room to the Microphones, to scoreboards etc. For Competition.
4.	LAPORTE Skeet Machines Model: 185 Skeet 12C with 600 Clay Capacity Magazine per machine including Timer OLYMPIC MODEL	06 Nos. Including standard 2M Power cable and suitable connector and connection board for the high/low house
5.	LAPORTE Trap Voice OLYMPIC MODEL for all disciplines of Trap, Double Trap and Skeet	06 Sets Each set consists of 8 microphones, stand, lamps, power cables, control unit complete with peripherals of cabling in the control room and from control room to Electronic Scoreboard etc.
6.	LAPORTE Trap Voice OLYMPIC MODEL for all disciplines of Trap, Double Trap and Skeet (Spare Unit)	01 Set Each set including 8 microphones, stands, lamps, 2 M power cable from microphone to Shooters' Stand interface box as spare
7.	LAPORTE Electronic Digital Scoreboard automatic for Finals Model: EP096TBH7-6-53	06 Nos. Including power cable 2M length and interface box for Control Room connectivity
8.	Data Concentrator	01 Set
	Quantity	
	Trap/Double Trap	90+6(Spare)
	Skeet	12+ 6 (Spare)
	Score Board	06
	Voice Control Unit	48
	Concentrator	01
9.	Operation with manpower (Technically qualified and Highly skilled)	02 supervisors, 04 loaders/Operators

2. Comprehensive Maintenance of the above Equipments and as mentioned under Section-IV (B) "Price Schedule" will comprise regular comprehensive maintenance as per International Shooting Sports Federation norms.

3. (a) Range operators shall be deployed by the contractor while ranges in operation to ensure that all the shooting target are functional through the maintenance period. Please indicate Number of Ranges operations to be deployed in each Range.

3. (b) Cleaning and dusting of entire fixture and equipment etc. related to the shotgun ranges regularly.

3. (c) The period of maintenance contract will be initially for 01 year from the date of Contract, extendable for another 1 year on same terms and conditions on mutually agreed terms. Any extension shall be by law of fresh contract in writing between the parties.

3. (d) SAI reserves right to postpone maintenance of any particular shotgun target due to local maintenance conditions or any other reason without assignment any reason. No payment shall be payable for such target. Accordingly, quarterly payment of such target which remained unattended shall not be payable for the corresponding period up to which targets remained unattended.

Date

(Name & signature of tenderer)

With stamp of the firm

SECTION VI

GENERAL CONDITIONS OF CONTRACT

1. Application

- 1.1 The General Conditions of Contract incorporated in Section-VII, Scope of Services under Section-V and Special Condition of Contract as per Section –VI of this document shall be applicable to the Contract.

2. Performance Security

- 2.1 Within fifteen (21) days from date of the issue of Notification of Award by SAI, New Delhi, the Contractor shall furnish performance security to the SAI, New Delhi for an amount equal to 10% (Ten) of contract value valid up to 15 months (12+3), from the date of Notification of Award.

- 2.2 The Performance security shall be denominated in Indian Rupees in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in Section VIII (B) of this document in favour of the Secretary, Sports Authority of India, New Delhi.

The performance security may be invoked by SAI in the event of any breach or deviation of services by the contractor. Upon invocation of performance security, the contractor shall immediately replenish the performance security.

- 2.3 The SAI, New Delhi will release the Performance Security to the Contractor without any interest on completion of the all contractual obligations without default subject to adjusting damages/losses /penalties and recoveries if any.

3. Scope of work

The Services to be provided by the Contractor under this contract shall conform to the requirements and responsibilities under Scope of Work mentioned in Section-V of this document.

4. Inspection

The Inspection and monitoring of Comprehensive Maintenance of Shotgun Ranges installed at Dr. KSSR will be carried-out regularly and randomly by the Administrator, Dr. KSSR or his authorized representative, who will issue an Inspection Certificate on quarterly basis as required under the scope of work, certifying that the services have been rendered by the Contractor satisfactorily during a particular period for claiming payment.

5. Prices

Prices to be charged by the contractor for providing requisite services in terms of the contract shall not vary from the corresponding prices quoted by the contractor in its Bid and incorporated in the contract.

6. Taxes & Duties

The Contractor shall be entirely responsible for payment of all/any type of taxes, etc. to any authority against this contract. Only statutory variations in the rate of taxes on

services if stipulated in contract shall be allowed to the extent of actual payment by the Contractor.

7. Terms of Payment and Mode of Payment.

- 7.1 Maintenance charges along with GST, will be paid on quarterly basis as required under the scope of work, by SAI, New Delhi, against Inspection Certificate issued by authorised representative of SAI Centre subject to recoveries/damages, if any, as per the contract. No other claim on whatever account shall be entertained by the SAI paying authorities. A Proforma for Inspection Certificate is enclosed in Section-VIII–C.
- 7.2 The payment of contractor’s bills for each Service, accompanied with relevant documents and Inspection Certificate issued by the authorized representative or Incharge of SAI Centre will be made by the SAI, New Delhi within thirty (30) days of its submission and verification thereof. Contractor will submit the bills to Administrator, Dr. KSSR, SAI, New Delhi alongwith all necessary documents as mentioned above for issuing Sanction order to the DDO, SAI, HO for making payment through NEFT.
- 7.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and any other tax as applicable will be made from the bills payable to the Contractor at the rates as notified from time to time.
- 7.4 If as a result of post payment audit, any over payment is detected in respect of any bill of contractor under the contract the same shall be recovered by SAI Centre / Payment Authority from the Contractor.
- 7.5 Contractor will furnish a certificate alongwith his bill certifying that prices charged in the bill for Comprehensive Maintenance do not exceed the prevailing rates charged by them from other similar services nominated by SAI New Delhi, or any other Organisation in India.
- 7.6 Contractor will also furnish a certificate from OEM certifying that prices quoted for consumables do not exceed the prevailing rates charged by them from other similar services nominated by SAI New Delhi, or any other Organization in India.

8. Shortfall in Contractor’s performance.

Subject to the provision of Force Majeure under GCC clause 12, any delay by the supplier in maintaining its contractual obligations towards performance of services shall render the contractor liable to any or all of the following sanctions:

- (i) Imposition of Penalties,
- (ii) Forfeiture of its Performance Security and
- (iii) Termination of Contract for default.

9. Termination For Default:

Without prejudice to any other contractual rights and remedies available to it, SAI New Delhi by a written notice of default sent to the contractor, terminate the

contract whole or in part, without any liability if the contractor fails to perform any or all of the services or fails to perform any other obligation(s) of the contract.

10. Period of Contract

Unless otherwise instructed by the SAI, New Delhi, the Contractor shall continue to perform the contract for a period of 12 months from the date of commencement of subject services. Extensions can be done by mutual consent upto a maximum period of 12 months at the same rates and terms & conditions based on satisfactory performance.

11. Termination for insolvency

If the contractor becomes bankrupt or otherwise insolvent, the SAI New Delhi reserves the right to terminate the contract at any time, by serving a written notice to the Contractor without any compensation, whatsoever, to the Contractor, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the SAI.

12. Force Majeure

12.1 The Contractor shall not be liable for imposition of any such sanction so long the delay and/or failure of the Contractor in fulfilling its obligations under the contract is the result of an event of Force Majeure.

12.2 For purposes of this clause, Force Majeure means an event beyond the control of the Contractor and not involving the Contractor fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance, provided a notice of such an event is given to SAI, New Delhi by the Contractor immediately upon such occurrence.

13. Termination for convenience

The SAI New Delhi reserves the right to terminate the contract, in whole or in part for its (SAI New Delhi's) convenience, by serving a written notice on the Contractor at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the SAI, New Delhi. The notice shall also indicate inter-alia, the extent to which the Contractor's performance under the contract is terminated, and the date with effect from which such termination will become effective. The contractor will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the contractor for services already performed in terms of contract, the same would be paid to it as per the contract terms.

14. Withholding and lien in respect of sums claimed.

Whenever any claim or claims for payment of a sum of money arises out of or under the Contract against the Contractor, SAI shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, SAI shall be entitled to invoke/withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed

amount or amounts or if no security has been taken from the Contractor, SAI shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at anytime thereafter may become payable to the Contractor under the same Contract or any other Contract with SAI or the Government, pending finalization or adjudication of any such claim and that the Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

15. Resolution of disputes

- 15.1 If dispute or difference of any kind shall arise between the SAI New Delhi 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.
- 15.2 If the parties fail to resolve their dispute or difference by such mutual consultations, within twenty-one days of its occurrence, then, either the SAI New Delhi 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 as asumed. In the case of a dispute or difference arising between the SAI and Contractor relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the Sole Arbitrator, and Arbitrator appointed by the Director General, Sports Authority of India, New Delhi. The award of the Arbitrator will be final and binding on the parties to the Contract. The fee and the procedure of arbitration shall be in accordance with the prevailing policies of SAI.
- 15.3 Venue of Arbitration: The venue of arbitration shall be the place from where the Contract has been issued, i.e., New Delhi.

16. Jurisdiction

The courts at New Delhi hall have the exclusive jurisdiction to try all disputes, if any, arising out of this contract between the parties.

17. Applicable Law

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

Special Conditions of Contract

The Comprehensive Maintenance involves maintenance of all Shotgun equipments installed at Dr. KSSR Shooting Range as detailed in section V – Scope of work, along with spare parts, if required, for smooth functioning of the equipment.

The Special Conditions of Contract for providing Comprehensive Maintenance Services of M/s Laporte Ball Trap & Skeet Range Equipment installed at Dr. KSSR, New Delhi as per Scope of Work indicated in Section-V are as under:

1. Responsibility of SAI:

- SAI shall give access to equipment to the personnel nominated by the contractor to enable them to carry out preventive and comprehensive maintenance of the equipment under the Contract.
- 1.2 SAI would inform the Contractor in writing at least 03-04 days in advance about the conduct of competitions/camps/training during which the equipments are to be maintained at Dr. Karni Singh Shooting Ranges, Tughlakabad, New Delhi the contractor shall furnish the names of the personnel attending the machines at SAI site.
- 1.3 SAI shall provide the necessary space free of charge with power connection for regular maintenance of the equipment. During the sports event, necessary passes/ accreditation cards, parking passes etc. for the firm's authorised representatives shall be provided by SAI.
- 1.4 SAI reserves the right to refuse or postpone the maintenance service for a particular work due to local operational conditions etc. or for any other reason without any compensation.

2. Responsibilities of the Contractor:

- 2.1(a) The Contractor will be responsible for keeping the equipments in working order at all times (24x7x365) and special care & attention to be given for National/International level Meet/ Championship including National Camps and trials at a short notice. Information for such events proposed to be held at the venue to be given to contractor at least 03-04 days in advance of start of a camp or competition, however, the authorised representative of the firm shall liaise with the administrator, Dr. KSSR to collect the schedule for the sport event proposed to be held there. A certificate to that effect certifying that all equipments are working satisfactorily shall be provided by the contractor before start of the event.
- 2.1(b) The Authorised representative of the contractor should always liaise with the Administrator, Dr. KSSR for day to day requirement and also update him about the functioning of the equipment installed at the ranges for keeping the equipment in perfect working condition all time.
- 2.2 In case the equipment fails to function before or during the meet/camp/ Championship/Competition or equipment fails in indicating proper results as per guidelines of respective International/National Federation's benchmark, the Contractor shall be held solely responsible for functional lapses, except due to power failure,. In such cases Contractor will be penalized @Rs. 3000/- per hour upto 5

instances and thereafter there will be deduction of 10% of Annual Service Charges of the at particular Shooting Range (Target), this will be without prejudice to the right of SAI to terminate the agreement of the unsatisfactory work.

- 2.3 If during inspection/complaint, the Contractor's service **not** found satisfactory, SAI have the right to claim & deduct penalty @ Rs. 3,000/- on 1st default, @ Rs. 5,000/- on 2nd default and thereafter @ Rs. 10,000/- for every such occasion during a particular **quarter** in fulfilment of contractual obligations. The same shall be deducted from the contractor's incoming Bills. Repeated non- observation/discrepancies in fulfilment of contractual obligations may result into termination of contract immediately at a **week's notice**.
- 2.4 The Contractor shall provide and adhere to a planned schedule of preventive maintenance. The Contractor shall also maintain a record/Log Book of the item under maintenance, which will be verified by Administrator, Dr. KSSR, SAI from time to time.
- 2.5 Contractor will carry out all preventive & corrective maintenance for all shooting ranges as per "Scope of Work".
- 2.6 Regular and comprehensive maintenance such as repair and replacement of defective parts will be undertaken by Contractor without any extra cost.
- 2.7 Any break-down call will be attended to by the contractor within 24 hours. In case of failure on the part of the contractor to attend the call within prescribed time, penalty provisions as above (para 2.2) shall be applicable.
- 2.8 Maintenance, testing and routine cleanliness of the equipment will be looked after by Contractor for all Ranges equipment.
- 2.9 **Spare Parts** : The Contractor will maintain the inventory of spare parts required for Comprehensive Maintenance. It shall be the responsibility of the contractor to arrange for the original spare parts from OEM_at his own cost. However, **CDEC** shall be provided by SAI. All parts/components required for smooth maintenance of the equipment shall be the responsibility of the contractor. Replacement of defective spare parts must be certified by the Administrator, Dr. KSSR.
- 2.10 The payment for Comprehensive maintenance will be made on quarterly basis on production of certificate from the Administrator, Dr. KSSR or his authorized representative certifying that the targets/equipments for which payment is being claimed were maintained with an uptime warranty of 95% during the respective quarter. Down time warranty above 5% per quarter will attract deduction of 10% payment from the quarterly bill of the particular target.
- 2.10.1 In case of breach / non fulfilment of any of the conditions, SAI shall be entitled to terminate the Contract with one month notice to the Contractor without any compensation to the Contractor.
- 2.10.2 The contractor shall be responsible to maintain all machines and equipment of the SAI entrusted to him. In the event of any damage/ loss occasioned to the SAI of any lapse on the part of the contractor if established after an enquiry conducted by the Administrator, Dr. KSSR, SAI, New Delhi the said loss shall be claimed from the contractor up to the value of the loss. The decision of the Administrator, Dr. KSSR, SAI, New Delhi, in this regard will be final and binding on the contractor.

- 2.11.1 That the Contractor shall not do anything in or outside the premises which may create nuisance or annoyance to the SAI visitors.
- 2.12 The comprehensive maintenance work will be checked by the designated representative of SAI and the contractor will abide by the criteria as directed by the Administrator, Dr. KSSR, SAI, New Delhi.
- 2.13 The contractor is required to abide by all relevant Acts of Govt. like Minimum Wages Act, Contract Labour Act [Contract Labour (Regulation & Abolition Act, 1970] and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time, for his employees and shall be fully responsible for any violation.
- 2.14 The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.
- 2.15 The SAI shall not be under any obligation for providing employment to any of the worker of the contractor, during & after the contract. The SAI does not recognize any employee/employer relationship with any of the employee of the contractor. The workers/employee/staff of the contractor shall for all purposes remain the employees/ personnel's of the contractor.
- 2.16 In case any complaint is received attributable to misconduct/misbehaviour of contractor's staff, SAI may direct the contractor; to have any person removed who is considered to be undesirable or otherwise.
- 2.17 It will be the sole responsibility of the contractor that the persons engaged are highly skilled and trained for the job and the SAI will not be liable for any mishap, directly or indirectly.
- 2.18 All liabilities arising out of accident or death of any employee of the Contractor while on duty shall be borne by the contractor and the employee so engaged by the contractor should be covered under insurance at the cost of contractor.
- 2.19 Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel or information sought under RTI Act 2005, in respect of contractor's personnel/agency, the same shall be directly borne by the contractor including all expenses/fines. SAI shall not be responsible for any act of the contractor.
- 2.20 On expiry of the CAMC, the Contractor shall ensure that all the equipments under CAMC are in proper working condition and are handed over to the best satisfaction of the Administrator, Dr. KSSR. The contractor will not remove any part/spare parts installed during CAMC for smooth working of the Equipments.
- 1.21. The contractor/its staff shall at all times, present a polite and helpful attitude and tidy appearance to the public/sport persons during the course of his duties The personnel engaged by the contractor should be in proper uniform and smartly dressed. The contractor shall immediately replace the worker, upon SAI's direction for whatever reasons.
- 2.22 Where any portion of special conditions of contract is repugnant to or at variance with any provisions of the general conditions of contract then unless a different intention appears the provisions of the special condition of contract shall be deemed to override the provisions of the General Conditions of contract only to the extent

such repugnancy/ variations in the special conditions of contract as are not possible of being reconciled with the provisions of general conditions of contract.

Note: Firm should strictly comply the following special terms and conditions:-

- (a) The spare parts already available with Administrator, Dr. KSSR shall be used for repair & replacement of equipment installed at Dr. KSSR first and the cost thereof shall be deducted from the bills to be submitted by the firm on quarterly basis or as per agreed periodically. The rate of the said spare parts available with SAI will be on the basis of purchase rate, the cost of the equipment used under CAMC would be calculated on the basis of Euro exchange rate of the date when the same is used/utilised by the firm.
- (b) The contractor will be responsible to keep the equipment operational/functional at all the times (24x7x365) for the competition National/International level Meet/Championship including National Camps and trials without any extra cost to be paid to the contractor.
- (c) The spare parts replaced by the firm shall be the property of SAI and as such the firm will ensure that the same is handed over to Administrator Dr. KSSR in writing also and also maintain the log book for the equipment replaced/repared during the currency of contract. The inventory of the spare parts replaced and handed over to Administrator, Dr. KSSR shall be maintained by the Administrator, Dr. KSSR.
- (d) Since there are six ranges, minimum six technically qualified persons (two supervisors and 04 loaders/operators in each shift) shall be deployed by the contractor to operate the range on all the time, however, special care should be given during the National and International Competition and meets.
- (e) Minimum six persons (qualified personnel) to operate the ranges at all times shall be provided by the contractor and may have to provide as many persons as required to operate the ranges as per situation beforehand without any extra cost.
- (f) The contractor is liable to supply trained, experienced and qualified personnel for making the ranges functional and operational during International meet/competition/events at **no cost** to SAI.
- (g) The personnel deployed by the contractor should be properly dressed and are in proper uniform and present themselves smartly and always carry Identity Card.
- (h) Contractor shall submit workers EPF number and proof of payment of EPF, ESI etc. as applicable every month along with GST payment details and quarterly return of the payment made to the various government agencies for the previous month along with the bill.
- (i) The contractor shall provide a list of workers engaged for the proposed work to the Administrator, Dr. KSSR and maintain their biometric attendance.
- (j) In case of a death or mishap occurred during discharging the duty; the compensation liability will solely rest with the Contractor.
- (k) Any violation of instructions/agreement or suppression of facts will attract cancellation

of agreement without any reference.

- (l) The contractor will be held wholly responsible for any action taken by statutory bodies for violation/non-fulfillment of any such provision/rule.
- (m) SAI shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. SAI does not recognize any employee employer relationship with any of the workers of the contractor.
- (n) 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.

**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 are 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] (hereinafter called "the bidder") has entered into Contract No. [insert number] dated [insert day and month], [insert year] with you, for the supply of [description of Goods and related Services] (hereinafter called "the Contract").

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

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

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

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

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

**SECTION – VII (C)
CHECKLIST**

Name of Bidder:

Name of Manufacturer

Sl.NO.	Activity	Yes/No/NA	Page No. in the TE Document	Remarks
1.a	Have you enclosed EMD of required amount for the quoted schedules?			
b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section IV D?			
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 Section IV (A)?			
3.	Have you enclosed power of attorney in favor of signatory?			
4.	Have you submitted satisfactory performance certificate as per the perform for performance statement in Section III (B) of TE document in respect of all orders?			
5.	Have you submitted copy of the order (s) and end user certificate?			
6.	Have you submitted prices of services in the price 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 Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
9.	Have you intimated the name an full address of your Banker (s) along with your account Number			
10.	Have you fully accepted payment terms as per TE document?			
11.	Have you fully accepted delivery 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 – VIII
Inspection Certificate

Monthly report regarding implementation of CAMC at Dr. KSSR and for claiming payment by the contractor for services rendered (on Quarterly basis as per terms of contract)

This is certified that following services have been rendered/performed as per the provisions of contract satisfactorily during the month quarter from to

- 1) Contract No. & date : _____
- 2) Contractor's Name & Address : _____
- 3) Name of the services performed : _Sl.No._ of clause ___ contract

S.No.	Description of Service Rendered	Date of Commencement & Completion of Service	Amount payable to contractor on monthly/quarterly basis from – (----- to -----)	Frequency/maintenance of Service as per contract	Quality of Service
Implementation of CAMC					
1	Operation of the ranges	Whether full satisfactory	Partially satisfactory	Indicate the reason for not satisfactory	
2	Function of the equipment installed at ranges at all times				
3	No of Personnel Deployed by the contractor				

(a) Monthly report implementation of CAMC

- 4) Penalty / Recoveries deducted, if any, with reasons: : _____
(as per clause of Special Condition of Contract & Clause 8 of GCC)
- 5) Signature of Administrator/Regional Head/ Incharge : _____
of SAI Centre with name & designation

(Seal)

Place: _____

Date: _____