

SPORTS AUTHORITY OF INDIA
NETAJI SUBHASH WESTERN CENTRE
SECTOR-15 GANDHINAGAR

**Standard Terms &
Conditions of tender
documents for
Housekeeping
Maintenance work at
SAI campus,
Gandhinagar**

SPORTS AUTHORITY OF INDIA
NETAJI SUBHASH WESTERN CENTRE
SECTOR-15 GANDHINAGAR

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<https://eprocure.gov.in/eprocure/app>

INDEX

SECTION	TOPIC	PAGE NO.
<u>PART – 1 BIDDING PROCEDURE</u>		
Section – I	Invitation for Bid (IFB)	05 – 06
Section – II	Instruction to Bidders (ITB)	08 – 20
Section – III	A. Qualification Criteria B. Performance Statement C. Evaluation Criteria	24 – 26
Section – IV	Bidding Forms: A. Bid Submission Form B. Price Schedules C. Bank Guarantee for Bid Security D. Firm’s Authorization Form E. National Electronic Fund Transfer (NEFT) Form	27 – 41
<u>PART – 2 WORK REQUIRMENTS</u>		
Section - V	Scope of work	42 – 45
<u>PART – 2 CONTRACT</u>		
Section - VI	General Conditions of Contract (GCC)	46 – 56
Section – VII	Contract Forms A. Contract Agreement B. Bank Guarantee Form for Performance Security	57 – 59

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Bidding Document

For

**House Keeping Sports Authority of India,
Netaji Subhash Western Centre,
Sector-15, Gandhinagar**

Bid Reference No.:- SAI/NSWC/2019-20/02 Dated: 21.06.2019

Date & Time for sale of Bidding Document :	21.06.2019 (10:00 a.m.)
Place of sale of Bidding Document :	ON LINE
Place of receipt of Bid (Hard Copy) :	Sports Authority of India Netaji Subhash Western Centre Sector-15 Gandhinagar
Closing date and time for receipt of Bid :- Commercial Bid :	11.07.2019 (18.00 PM)

SECTION I

SPORTS AUTHORITY OF INDIA

Telephone: -079-232 23182

Fax: 079-232 22441

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

Bid Reference No: SAI/NSWC/2018-19/02

Dated: 21.06.2019

INVITATION FOR BID (IFB)

1. Sports Authority of India, for and on behalf of Regional Director, Sports Authority of India, **invites online Bids on two bid system** for following work:

2. **Manual bids shall not be accepted.**

Brief Description of work i.e. House Keeping Work at SAI NSWC Gandhinagar	Amount of Bid Security in Rs.	Bidding Document Cost (Rs.)
Cleaning, sweeping, moping and wiping of floors, rooms, open areas, corridors, galleries, lifts, staircase on daily basis and all other works as mentioned in details in this document including such work / s as may be assigned from time to time so that the entire premises of Sports Authority of India, NSWC Gandhinagar must always look neat and clean.	2,60,000/-	52,00,000/-
Payment: Scanned Copy of Tender Fee and Earnest Money is to be uploaded online and Hard Copy of same must be sent to the Regional Director, Gandhinagar on or before Bid Submission Date and Time as mentioned in Critical Date Sheet.		

CRITICAL DATE SHEET

Uploading / Publication of Tender Documents	21.06.2019 (10:00 a.m.)
Downloading of Bid Document	21.06.2019 (10:00 a.m.)
Cut of Date of Seeking Clarification	
Pre bid meeting	
Last Date & Time of Submission of Bids	11.07.2019 (04:00 p.m.)
Opening Date & Time of Technical Bids	12.07.2019 (05:00 p.m.)
Opening Date & Time of Financial Bids	To be informed separately.

3. Bidder may also download the Bidding Document from the SAI website www.sportauthorityofindia.nic.in & CPPP of Govt. of India i.e. <https://eprocure.gov.in/eprocure/app> Bidders shall ensure that their Bids, Housekeeping/5

complete in all respect should be uploaded online before the closing date and time as indicated in the critical date sheet above on CPP Portal <https://eprocure.gov.in/eprocure/app>. It is clarified that the downloading of bids documents will be free of cost, however a sum of Rs. _____/- being the cost of the Bid document will be charged from the bidders at the time of submitting of the Bid documents.

4. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderers / Bidders are advised to follow the instructions provided in the 'Instructions to the Bidder / Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>.
5. Tenderer who has downloaded the tender from the central Public Procurement (CPPP) website <https://eprocure.gov.in/eprocure/app> and SAI website www.sportsauthorityofindia.nic.in shall not tamper / modify the tender from including downloaded price bid template in any manner. In case if the same is found to be tempered / modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned / debarred / blacklisted after following due procedure, from doing business with SAI.
6. Intending tenderers are advised to visit again CPPP website <https://eprocure.gov.in/eprocure/app> and SAI website www.sportsauthorityofindia.nic.in at least 3 days prior to closing date of submission of tender for any corrigendum / addendum / amendment.
7. The intending tenderers are advised to read and understand all the terms and conditions of the bid very carefully in their own interest and ensure that they comply and meet with all the conditions / criteria as laid down under the bid document, before submitting of the bid documents with SAI.

Deputy Director (I/C)
For and on behalf of
Sports Authority of India

**SECTION I
INSTRUCTIONS TO BIDDERS (ITB)
CONTENTS**

Sl. No.	Topic	Page No.
(a)	PREAMBLE	
1	Introduction	08
2	Language of Bid	08
(b)	BIDDING DOCUMENTS	
5	Contents of Bidding Documents	08
6	Amendments to Bidding Documents	08
8	Clarification of Bidding Documents	09
(c)	PREPARATION OF BIDS	
10	Documents Comprising the Bid	09
11	Bid Prices	10
12	Firm Price	11
13	Bid Security	11
17	Bid Validity	12
19	Signing of Bid	12
(d)	SUBMISSION OF BIDS	
20	Instructions for on line submission of bid	08 – 11
(e)	BID OPENING	
21	Opening of Bids	12
(f)	SCRUTINY AND EVALUATION OF BIDS	
23	Scrutiny of Bids	13
26	Qualification Criteria	13
27	Comparison of Bids and Award Criteria	13
(g)	AWARD OF CONTRACT	
29	SAI's right to accept any tender and to reject any or all tenders	14
30	Notification of Award	14
31	Issue of Contract	14
36	Non-receipt of Performance Security and Contract by the SAI	14
37	Corrupt and fraudulent practices	14 – 15
Section- II-B		
	Instructions for online Bid Submission	16 – 17

SECTION – II (A)

INSTRUCTIONS TO BIDDERS (ITB)

A. PREAMBLE

1. Introduction

- 1.1. This bid document is for procurement of services as mentioned in **Section –V** "Scope of Work".
- 1.2. This Section (**Section II – "Instruction to Bidders"**) 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 bid inviting authority for receipt and opening of bids as well as scrutiny and evaluation of bids and subsequent placement of contract with the successful bidder.
- 1.3. Before formulating the bid and submitting the same to the bid inviting authority, 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 documents, shall result in rejection of its bid.

2. Language of Bid

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

B. BIDDING DOCUMENTS

3. Content of Bidding Documents

In addition to Section I – "Invitation for Bid" (IFB), the Bid Document includes:

Section II	Instructions to Bidders (ITB)
Section III	Qualification Criteria, Performance Statement & Evaluation Criteria
Section IV	Bidding Forms
Section V	Scope of Work
Section VI	General Conditions of Contract (GCC)
Section VII	Contract Forms

4. Amendment(s) to Bid Document

- 4.1. 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.
- 4.2. Such an amendment to the bid document will be uploaded on SAI website: www.sportsauthorityofindia.nic.in and Central Public Procurement (CPP) Portal of Government of India i.e. <https://eprocure.gov.in/eprocure/app> only.
- 4.3. 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.

5. Clarification of Bid Document

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

C. PREPARATION OF BIDS

6. Documents constituting the bid

6.1. The **Two Bid System**, i.e. "Technical Bid" and "Price Bid" prepared by the bidder shall comprise of the following (**bidders are requested to upload online following document in PDF Format**):

A. Technical Bid:

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

- i. Bid Security & Tender cost, Bid Security furnished in accordance with ITB clause 9. Bid document cost furnished in the form of Demand Draft payable at Gandhinagar.
- ii. Bid submission Form as per Section IV (A) and letter of authorization in favour of signatory of Bidding Documents.
- iii. Five years' experience in the field of housekeeping activities.
- iv. PF Registration with PF Code Number.
- v. ESI Registration with ESI Code No.
- vi. Valid licence issued by Regional Labour Commissioner.
- vii. Successful completion certificate issued by the officer not below the rank of Section Officer, of at least three similar works, each of value not less than 40% of the estimated cost put to tender or two similar works, each of value not less than 60% of the estimated cost, or one similar work of value not less than 80% of the

estimated cost, all amounts rounded off to a convenient full figure, in the last 7 years ending on the last day of the month previous to the one in which the tenders are invited. These works should be carried out in Central / State Govt. Department / PSUs / Autonomous bodies or other similar organizations. "Similar work" means_____.

- viii. Certificate of Chartered Accountant showing annual turnover for the last three financial years (_____). Copies of Balance Sheet, Profit and Loss Account statement etc need not be enclosed.
- ix. GST /CST Registration;
- x. TIN number & PAN number
- xi. Income Tax Returns for the last three years;
- xii. Undertaking by the bidder confirming the availability of adequate manpower of requisite qualification and experience for deployment at_____.
- xiii. Registration of the firm (Proprietorship of Partnership) / company (Pvt. Ltd. Or Public Limited), Societies / Trust registered under applicable statues in India alongwith the Deed of Partnership / Memorandum of Association & Article of Association / Memorandum of Trust / Society as the case may be.
- xiv. National Electronic Fund Transfer (NEFT Form) as per **Section IV-(E)** for payment in Indian Rupee, if applicable.
- xv. Documents mentioned in Qualification Criteria as per **Section III (A)**.
- xvi. Registration certificate issued under Contract Labor (Regulation & Abolition) Act, 1970.
- xvii. Power of Attorney in favour of signatory of Bidder Documents.
- xviii. Successful bidder should also submit all the above documents in original without fail within seven days of dispatch of notification otherwise SAI / Purchaser may cancel the bid and the Bid security would stand forfeited.

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

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

B. Price Bid: [Upload online in prescribed PDF format as per Section – IV (B) I/B II of Bidding Document].

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

Note: All documents should be submitted in PDF Format.

7. Bid Prices

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

8. Firm Price

- 8.1. The price quoted by the bidder shall remain firm and fixed during the currency and not subject to variation on any account. However, if minimum wages of the workers is revised by the Government after last date of submission of the offers, the same will be reimbursed on actual basis.
- 8.2. Sales – Tax / VAT (except service tax), purchase tax, turnover tax or any other tax applicable in respect of this contract shall be payable by the bidder and SAI will not entertain any claim whatsoever in respect of the same shall. However in respect of service tax, if payable, same shall be paid by the bidder to the concerned department on demand and it will be reimbursed to the bidder by SAI after satisfying that it has been actually and genuinely paid by the bidder.

9. Bid Security

- 9.1. The bidder shall furnish Bid Security for an amount as shown in the IFB in Section I. The Bid Security is required to protect the SAI

against the risk of the bidder's unwarranted conduct as explained under sub-clause (9.7) below. Non submission of Bid Security will be considered as major deviation and bid will not be considered.

- 9.2. In case in terms of any notification of Government of India, the bidder falls in the category of exemption from furnishing of Bid Security, it should shall the relevant notification along with required documents and certificate like valid Registration Proof / Certificate along with a further certificate that such certification still is valid and continuing and has not been revoked / cancelled / terminated.
- 9.3. 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/pay order
 - d) Bank Guarantee
- 9.4. The Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee shall be drawn on any Commercial Bank in India or country of the Bidder, in favour of "Regional Director, Sports Authority of India", Gandhinagar payable at Gandhinagar. In case of Bank Guarantee, the same is to be provided from any nationalized / scheduled / bank in India (accepted to SAI) as per the format specified under **Section IV (C)** of the Bid Document.
Bid security must be submitted to the Tender Inviting Authority before bid submission end date and time along with the bid documents.
- 9.5. The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. As validity period of Bid as per Clause of ITB is 180 days, the Bid Security shall be valid for 180 days from the date of opening of the Bid.
- 9.6. Unsuccessful Bidders; Bid Security will be returned to them without any interest, after expiry of the Bid validity period, but not later than forty – five days after conclusion of the resultant contract. Successful Bidders' earnest money will be returned without any interest, after receipt of performance security from that Bidder.
- 9.7. Bid Security of a Bidder will be forfeited, if the Bidder withdraws or amends its Bid or impairs or derogates from without prejudice to other rights of the SAI. The successful Bidders' Bid Security will be forfeited without prejudice to all other rights of SAI if it fails to furnish the required performance security within the specified period.

10. Bid Validity

- 10.1. The bid shall remain valid for acceptance for a period of **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.
- 10.2. In exceptional cases, the Bidders may be requested by the Tender Inviting Authority to extend the validity of their bids up to a

specified period. The bidders, who agree to extend the bid validity period, are to extend the same without any change or modification of their original Bid and they are also to extend the validity period of the Bid Security accordingly. A Bidder, however, may not agree to extend its Bid validity without forfeiting its Bid Security.

- 10.3. In case, the day up to which the bids are to remain valid falls on 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.

11. Signing of bids

- 11.1. The bidders shall submit their bids strictly in accordance with the instructions contained in ITB clause 6.
- 11.2. Bid shall be typed and the same shall be signed by the bidder or by a person(s) who has been duly authorized in this behalf to bind the bidder and upload the same in PDF format.
- 11.3. The bid 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.
- 11.4. Bidding document seeks quotation under Two Bid System, in two separate parts. First part will be known as "Technical Bid", and the second part "Price Bid" as specified in clause – 6 of ITB.

D. SUBMISSION OF BIDS

12. Submission of Bids

Online bids have been invited and bidder should submit their bid as strictly in accordance with the instructions given for on line submission under Section – II – B.

E. BID OPENING

13. Opening of bids

- 13.1. The Tender Inviting Authority will open the bids at the specified date and time and at the specified place as indicated in the IFB in **Section-I. Any change in** the venue / date/ time of bid opening are made, due to administrative reasons the same will be uploaded on the CPP Portal and on the SAI's website.
- 13.2. 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.

- 13.3. Authorized representatives of the bidders, who have submitted bids on time may attend the bid opening provided they bring with them letters of authority from the corresponding bidders alongwith with acknowledgement letter of bid submission generated at CPPP website <http://eprocure.gov.in/eprocure/app>.
- 13.4. Two – bid system will be follows. The **Technical Bids** are to be opened in the first instance, at the prescribed time and date as indicated in IFB Critical Date Sheet. These Bids shall be scrutinized and evaluated by the SAI with reference to parameters prescribed in the Bidding Document. During the Technical Bid opening official(s) will read the silent features of the Bids like brief description of the services offered. Completion period, Bid Security and any other special features of the Bids, as deemed fit by the Bid opening official(s). Thereafter, in the second stage, the Price Bids of only the Technical acceptable offers / technically qualified bids (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical Bid. The prices, special discount if any, offered etc., as deemed fit by Bid opening official(s) will be read out.

F. SCRUTINY AND EVALUATION OF BIDS

14. Scrutiny of Tenders

- 14.1. The SAI will examine the Bids 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.
- 14.2. Prior to the evaluation of Price Bids, the SAI will determine the substantial responsiveness of each Bid to the Bidding Document. For purpose of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the bid document.
- 14.3. If a Bid is not substantially responsive one, it will be rejected by SAI.

15. Qualification Criteria

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

16. Comparison of Bids and Award Criteria

- 16.1. The Contract shall be awarded to the lowest responsive Bidder(s) who meets the laid down Qualification Criteria and submits the required Bid Documents and accepts the other terms & conditions. (SELECTION CRITERIA IS PRESCRIBED UNDER SECTION – III (C))
- 16.2. 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.

G. AWARD OF CONTRACT

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

SAI reserves the right to accept 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).

18. Notification of Award

18.1. 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.

18.2. Before expiry of the bid validity period, the SAI will notify the successful bidder in writing, by e-mail / speed post 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 15days 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 D-04 under **Section VI**.

18.3. Notification of Award shall constitute the conclusion of the Contract.

19. Issue of Contract

19.1. 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.

19.2. The successful bidder shall return the original copy of the contract, duly signed and dated, to the SAI by registered/ speed post within 15 days from the date of issue of the contract.

20. 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 clause 19 above shall make the Bidder liable for forfeiture of its bid security and, also, for further action/s by SAI against it as per the clause _____ of GCC. Termination of default in Section – VII and other administrative actions as deemed fit by SAI.

21. Corrupt or fraudulent practices

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.

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.
- iii. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the helpdesk.

4. PREPARATION OF BIDS

- i. Bidder should take into account corrigendum published on the tender document before submitting their bids.
- ii. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- iii. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- iv. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided 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-II

IMPORTANT DATES AND INFORMATION

Sl. No.	FAQ	ANSWER
1	Cost of Tender Document	Rs. 1000/-
2	EMD	Rs. 2,60,000/-
3	Performance Security Deposit	Rs. 2,60,000/-
4	Address and place of Submission of Tender	Regional Director Sports Authority of India, Sector-15, Gandhinagar
5	Tender Document Delivery Mode	Online and Hard copy by post at above SAI address
6	Last date and time of submission	11.07.2019 (6:00 p.m.)
7	Date of opening Technical Bid	12.07.2019 (5.00 PM)
8	Date of opening Financial	To be informed separately
9	Bids for technically qualified bidder	12.07.2019 (5.00 PM)
10	Venue of opening tender	Office of In charge Accounts Sports Authority of India Netaji Subhash Western Centre Sector-15 Gandhinagar
11	Duration of contract	One year
12	Validity of Tender	90 days from the date of opening of tender
13	Total Number of pages of Tender Document	01 to 60 pages

APPLICATION LETTER (Specimen)

To,
Regional Director
Sports Authority of India,
Sector-15 Gandhinagar

Subject: Tender for HOUSEKEEPING WORK at SAI campus, Sector-15 Gandhinagar.

Dear Sir,

In response to your tender inviting notice for the above mentioned contract, I/We, a Company/Partnership/Sole Proprietor submit the tender with following particulars:

Sr. No.	Description	Particulars
1.	Constitution & Nature of Firm (State whether sole proprietor/partnership firm/limited company)	
2.	Year of Establishment	
3.	Registered Postal Address	
4.	Telephone No. Fax No. Mobile No.	
5.	Address of Branches	
6.	Name and address of Directors, in case of Company Name and address of Sole proprietor Name and address of partners; in case of partnership firm	
7.	(a) Name of Bankers & Branch with full address (b) Style of Account & Number (c) Name(s) of person(s) operating the account (enclose banker's certificate)	
8.	PF Code allotted by PF Commissioner _____ with photo copy of certificate	
9.	Registration under contract Labour (Regulation/ Abolition Act 1970)	

10.	Registration of the Company	
-----	-----------------------------	--

Having acquired the requisite information related to the subject work after visit of the site and examining the form of contract, nature, quantum of work as effecting the tender invited by on behalf of the Sports Authority of India, I/We, the undersigned hereby offer for providing qualified workers as indicated in the Tender Document to HOSEKEEPING WORK strictly in accordance with the terms and conditions as indicated by you in the SAI documents.

We also agree to submit the bill on monthly basis and accept the payment to the workers as per the Minimum Wages as per Central Government Rule declared by the government from time to time. I/We also agree for the compliance of applicable Labour and other Laws in force and other Govt. orders. All workers engaged by me/us would be suitably compensated by me/us complying with Minimum Wages as per Central Government Rule act. All other payment like payments under Workmen Compensation Act etc. shall be borne and payable by me/us. I/We will always keep the Bureau indemnified of any claim/damages that SAI have to pay with respect to the service and the deputation of any workers to the Office.

The SAI reserves the right to reject any or all the TENDERS or accept them in part or to reject the lowest quotations without assigning any reasons. The SAI further reserves the right to terminate the contract during its tenure at any time without assigning any reasons.

I/We further pay and have enclosed Earnest Money amounting to Rs._____/ - (Rupees _____Only) and tender fee Rs. 1000/- (Rupees One thousand only) in the form of Demand Draft/Pay Order drawn in favour of Sports Authority of India payable at Gandhinagar along with the Technical Bid which will remain with SAI up to final award of contract. However, no interest shall be payable on Earnest money. Earnest money of successful bidder shall be refunded only against the submission of Security Deposit.

Thanking you,
Yours faithfully,

(Name) Signature Signed as proprietor/partner/Director who holds power of Attorney on behalf of firm

Name of Firm

Address

Copy of the Power of Attorney to be submitted which will be compared with the original in case the tender is awarded)

SECTION – III
(A) QUALIFICATION CRITERIA

Bid Reference No.

01.

Sl. No.	Qualification Criteria
1.	The bidder shall have at least five years experience in providing House Keeping Services defined in the scope of work.
2.	Satisfactory completion of at least three similar works, each of value not less than 40% of the estimated cost put to tender OR two similar works, each of value not less than 60% of the estimated cost, OR one similar work of value not less than 80% of the estimated cost, all amounts rounded off to a convenient full figure, in the last 7 years ending on the last day of the month previous to the one in which the tenders are invited. These works should be carried out in Central / State Govt. Department / PSUs / Autonomous bodies or other similar organizations. "Similar work" means cleaning, sweeping, moping and wiping of floors, rooms, open areas, corridors, galleries, lifts, staircase etc.
3.	Average annual financial turn-over should be (at least 100% of the estimated cost) during the immediate last three consecutive financial years.

02. In support of above, the Bidder shall furnish scanned copy of the required documents.

03. Requirement of scanned copy of the documents as listed at Para 6 of Section – II (ITB) is also a part of the qualification criteria.

SECTION – III
(B) PERFORMANCE STATEMENT

(For the period of last three years)

Bid Reference NO.	
Date of Opening	
Name and address of the Bidder	
Name and address of the 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 satisfactory?
					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) QUALIFICATION CRITERIA

1. Authority reserves the right to accept or reject any or all bids without assigning any reasons
2. Authority also reserves the right to reject any bid (including the lowest one) which in its opinion is not responsive or violating any of the conditions/specifications or which is found to be adopting unethical business practices; without bearing any liability or any loss whatsoever it may cause to the bidder in the process.
3. Technical bids will be evaluated as per qualification criteria given in Section III (Qualification Criteria) read with Pre Qualification stipulated in Para 13 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 zero 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.

2. We further confirm that, if our Bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 25, in Section - VI for due performance of the contract.

3. We agree to keep our Bid valid for acceptance for **90 days** or for subsequently extended period, if any, agreed to by us (Bid Due Date). We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

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

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

6. We agree to the compliance of applicable Labour & other Laws in force.
7. We agree that all other payments like payment under Workmen Compensation Act etc shall be borne & payable by us.
8. We agree to keep the SAI fully indemnified of any claim/damages, if any that SAI may have to pay with respect to the service and the deployment of any of our workers for SAI's work.
9. We agree to all terms and conditions of General Conditions of Contract as per Section VI.
10. We further understand that you are not bound to accept the lowest or any Bid you may receive against your above-referred Bid Reference.
11. We confirm that there is no case pending with the police or any other investigating agency (ies) against the proprietor/firm/partner or the company.
12. We confirm that no near relative of ours is an employee in SAI who is connected with the award and executive of the contract.
13. We confirm that we are competent to contract and we do not stand deregistered/banned/blacklisted by any Govt. Authorities.
14. We confirm that we fully agree to the terms and conditions specified in above mentioned Bidding Document, including amendment/ corrigendum if any

[Signature with date, name and designation]

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

[Name & address]

Section – IV

(B) PRICE SCHEDULE

SCHEDULE OF RATES (PRICE BID)

(AS PER SEPARATE SHEET)

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 90 days i.e. for 135 days (90 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

(D) Letter of Authorization for attending bid opening Meeting

Tender No. _____

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

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

Order of Preference	Name	Specimen signature
1.		
2.		

Alternate Representative

Signature of bidder

Or

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

Note:

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

SECTION – IV
(E) NEFT MANDATE FORM

From: M/s.

Date:

To

Sports Authority of India

NSWC Gandhinagar

Sub: NEFT PAYMENTS

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

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATE FORM

Name of City	
Bank Code No.	
Bank's name	
Branch Address	
Branch Telephone / Fax No.	
Supplier's Account No.	
Type of Account	
IFSC Code for NEFT	
IFSC Code for RTGS	
Supplier's name as per Account	
Telephone no. of Supplier	
Supplier's Email 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 V (SCOPE OF WORK)

The purpose of core mechanized housekeeping is that the whole premises of Sports Authority of India must look neat and clean every time and the contractor has to undertake all such jobs/activities required to maintain the premises neat and clean whether such activities are elaborated hereunder or not.

Core mechanized housekeeping/cleaning services should be provided round the clock on all days including holidays, so that all areas are neat and clean all the time. Working hours should be adjusted in such a manner that cleaning work in the morning should be completed half an hour before the start time of normal work.

General Information

Area of the Building –

Office working hours –

Mechanized housekeeping staff has to do following activities for all the area of the building including all covered and open areas:

Work to be done daily: (Between -10.00am to 06.00 pm)

1. Booming, Sweeping of floors
2. Dusting and cleaning of office furniture, Table top office equipments, tables, paper trays and other installations.
3. Toilets, Wash basins and Canteen area etc. should be cleaned twice a day and disinfected with necessary disinfectants.
4. If required, additional cleaning should be taken up as per the directions given by the In charge of the work.
5. Replenishment of soap, naphthalene balls/air purifiers [As and when required].
6. Emptying of dustbins.
7. Vacuum cleaning of all carpets and upholstered furniture
8. The dustbins shall be washed and garbage bags need to be placed in all garbage bins to avoid stains and clear them when it is full.
9. Spraying room fresheners in all the rooms on daily basis at regular intervals

10. Cleaning and disinfecting all vitreous fixtures including toilet bowls, urinals, sinks, toilet seats, containers etc. Brush thoroughly to include below water level and under rims including areas at hinges and cistern handles. Re-stock toiletries, which include hand soap, toilet rolls, air fresheners, sanitary cubes, naphthalene balls in toilets etc after daily checkups in the morning, afternoons and on call basis during daytime.
11. It is the responsibility of the contractor's deployed core mechanized housekeeping staff to clear the chocking of sinks, wash basins, floor traps, **nahni** traps, EWC, P Traps, Rain Water pipes, sewer chamber & sewer lines, the chocking shall be cleaned within two hours after reporting the complaint. If there is any loss/inconvenience to health facility owing to chocking, appropriate penalties shall be imposed on the contractor.
12. Cleaning of all open areas between the building and boundary including sweeping of roads, lawns, paths, cleaning open drains, common areas of residential buildings, pump rooms, pump house, AC ;Plants, Electrical substation, hostel, main gate etc as directed by the designated nodal officer of the department.
13. The Garbage/wastage etc. to be generated out of laid down scope of work shall be carried/ disposed at the site designated/ allotted by area municipalities.
14. Thorough cleaning of all toilets using required detergent by putting naphthalene balls and air purifier in all urinals, wash basins and WC area.
15. Cleaning and dusting of entire furniture, partitions, wooden cabin walls, railings, doors, windows venetian blinds, racks, sofas, typewriters, computers, telephones, curtains, wall mounted fans etc. with dry/wet cloth, feather brush and duster.
16. Lifting, carrying and disposing the dead bird's animals, rats, insect's etc. if found in and around the office building.
17. Removal of beehives and cobwebs/honey webs from the office building and its premises.
18. Cleaning and sweeping of open area including balconies and roof tops with brooms.
19. Maintenance of lawns & surroundings, cutting of hedges, cutting/shaping of plants by mali and removal of garbage from the office building and its premises.
20. The bidder shall also be responsible for pest control in the office and shall carry out sprays etc. minimum once in a month. The insecticides and pesticides should be sufficient enough to take care of Mosquitoes, Cockroach, Silver fish, crawling insects at library and carpeted rooms, rats etc. The insecticide and pesticide sprayed

should be of ISI mark and in case the pest control is ineffective the firm shall have to carry out operation more than once in a month.

21. The bidder must employ adult and skilled labour only. Employment of child labour will lead to the termination of the contract. The successful bidder shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities. In order to maintain quality services and minimize operational problems, the bidder must rotate the staff once in six months with prior written intimation to SAI.
22. For additional work beyond the given scope of work additional manpower will be provided on demand for which payment on pro-rata basis will be made.
23. Supply of consumables such as.....
24. Any other incidental and ancillary job work assigned for the purpose of keeping the premises clean and safe.

Work to be done once in two weeks:

1. Linen/Towel washing
2. Dusting of files, cleaning of side racks and office furniture items
3. Partition glass should be cleaned with cleansing liquid.
4. Cleaning, dusting electrical switch boards, light fixtures, fans, air conditioner vents, name plates, door mats,, firefighting equipment, computer systems,, phones, doors, windows, furniture, window glasses, grills, curtains etc

Work to be done once a month:

1. Dusting and cleaning of doors and window panes.
2. Vacuum cleaning of venetian blinds and carpets etc.
3. Cob-web removal, Dusting of ceilings fans, tube lights, fixtures, furniture items specifically steel almirahs.

In addition to above, in case of emergency, cleaning should be done at call on unforeseen events like breakage, spillage and special occasions.

Scope of work to be given in detail having in mind general or specific requirement of the centre concerned.

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

MANPOWER

S.N.	Category	Number of the workers	Remarks, if any.
1.	House Keeping Worker(un- skilled)		
2.	Supervisor (Semiskilled)		

MATERIAL

S.N.	Items	Quantity	Remarks, if any.
1.			
2.			

NOTE:-

BASED ON THE AREA/REQUENCY OF WORK TO BE GOT DONE, REQUIREMENT OF MANPOWER AND CONSUMABLES ARE NECESSARILY REQUIRED TO BE MENTIONED IN THE TENDER DOCUMENTS AND NOTIFIED ACCORDINGLY SO AS TO ENALE THE BIDDERS TO BID ACCORDINGLY.

Date**(Name & signature of tenderer)****With stamp of the firm**

SECTION VI

GENERAL CONDITIONS OF CONTRACT

(Illustration only- to be customized as per requirement)

1. The purpose of core mechanized housekeeping is that the whole premises including roads within the premises must look neat and clean every time and the contractor has to undertake all such jobs/activities required to maintain the office whole premises neat and clean whether such activities are elaborated hereunder or not.
2. All the cleaning personnel to be provided for undertaking the core mechanized housekeeping services in premises shall be provided with required uniform, identity proof and cleaning equipments and should maintain decent behaviour.
3. All the cleaning personnel provided for the core mechanized housekeeping services shall be governed by Central Government Minimum Wages.
4. The contractor shall strictly observe and adhere the following from their deployed core mechanized housekeeping personnel:
 - ➔ Are always smartly turned out and vigilant.
 - ➔ Are punctual and arrive at least 30 minutes before start of their duty time.
 - ➔ Take charges of their duties properly and thoroughly.
 - ➔ Perform their duties with honesty and sincerity.
 - ➔ Read and understand their post and site instructions and follow the same.
 - ➔ Extend respect to all Officers and Staff of the office of the SAI.
 - ➔ Shall not consume intoxicated drinks on duty hours, or come drunk and report for duty.
 - ➔ Will not gossip or chit chat while on duty
 - ➔ Will never sleep while on duty post.
 - ➔ Will not read newspaper or magazine while on duty.
 - ➔ Will immediately report to the Section Officer any untoward

incident/ misconduct or misbehavior.

→ Do not entertain visitors.

→ Shall not smoke in the office premises.

8. The contract will be for a period of **One year** commencing from the date of signing the contract. However, the Agreement is terminable by giving one month's notice in writing to SAI.
9. Payment of bills shall be released only after duly verification towards satisfactory services during the billing period by the In-charge of the centre/stadium and accompanied by documentary proof of the following:-
 - a) Bio Metric attendance sheet duly certified by In-charge of the centre/stadium of the month the bill is claimed.
 - b) Challan for deposit of ESI in respect of workmen deployed under the contract for the month claim has been raised.
 - c) Challan for deposit of Provident Fund in respect of workmen deployed under the contract for the month claim has been raised.
 - d) Proof of payment to workmen deployed under the contract duly verified by the In-charge of the centre/stadium for the month claim has been raised (through transfer to their bank account)
 - e) Deposit of challan in respect of GST for the preceding month
 - f) Certified usage of machines and consumables at site by SAI authorized representative
 - g) Proof of purchase of consumables and depositing thereof in SAI's office
10. The working hours for the personnel of the contractor for this contract purpose will be 8 hours per day for six working days in a week. In case, there is a requirement they may also be called on weekly off day or retained after working hours in case of urgency.

11. The workers deployed shall be healthy, active and not below the age of 18 years and not more than 60 years of age. Nobody shall have any communicable diseases.
12. The workers deployed shall be smartly dressed in proper uniform and always with Identity Card. The contractor shall provide fully trained and disciplined personnel.
13. The contractor shall bear all expenses regarding uniforms, preparation of their Identity card, compensations, wages and allowances (DA), PF, ESI, Bonus and Gratuity as applicable relating to personnel engaged by him and abide by the provisions of various labor legislations including weekly off and working hours
14. The Contractor shall pay wages to his workers as per Govt. of India laid down norms every month, irrespective of delay in payment of Bill for whatever reason.
15. Wages payable shall not be less than the Minimum wages as per Central Government Rules.
16. The contractor shall also quote his rate of profit (service charges) in addition to the wages to be paid to his workers.
17. The house keeping workers provided shall for all purposes be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act. etc. ***Charges on account of PF & ESI will be reimbursed by SAI against paid challans & ensuring that the amount in question has actually been paid to respective PF & ESI Office.*** The list of staff going to be deployed shall be made available to the Department and if any change is required on part of the Department fresh list of staff shall be made available by the agency after each and every change. The rates mentioned by the contractor includes all extant statutory liabilities including . "E.S.I., P.F.", Bonus, Uniform etc.
18. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month. Giving particulars of the employees engaged for the Department works, is required to be submitted to the Department. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time Department is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract with RPFC, with an advice to RPFC, duly furnishing particulars of personnel engaged for the Department.
19. Contractor shall submit workers EPF number and proof of payment of EPF, ESI etc. as applicable every month for the previous month along with the monthly bill with respect to all employees deployed by him

at SAI so as to enable SAI to reimburse the amount so paid to the EPF/ESI authorities. The manpower agency shall specifically ensure compliance of various Labor Laws/Acts.

20. The workers will be screened by the contractor after medical verification and police verification regarding their antecedent, character and conduct; and a copy of the reports shall also be submitted to SAI.
21. Replacement of workers as required by the SAI will be effected promptly by the Contractor; if the contractor wishes to replace any of the personnel, the same shall be done after prior consultation with the SAI. The full particulars of the personnel to be deployed by the contractor including the names and address shall be furnished to the SAI along with testimonials before they are actually deployed for the job.
22. In case of any loss that might be caused to the SAI due to lapse on the part of the personnel deployed by the manpower agency discharging their responsibilities, such loss shall be compensated by the contracting Agency and in this connection, the SAI shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to the SAI besides imposition of penalty. In case of any deficiencies/lapses on the part of the personnel deployed by the contractor, the SAI shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
23. In case of a death or mishap occurred during discharging the duty; the compensation or any other liability whatsoever will solely rest with the Contractor.
24. That Contractor's authorized representative shall personally contact the In-charge of the Centre/Stadium at least once a month to get a feedback on the services rendered by the contractor viz-a-viz corrective action required to make the services more efficient
25. In the event of workers deployed by contractor being on leave/absent, the contractor shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the contractor shall make provision for `leave reserve; Failure on this account shall attract penalty double the wages payable to the Contractor for such absence.
26. The successful bidder would have to deposit an amount of 5-10% of the cost of work of Annual contract of value towards Performance Guarantee through Demand Draft/pay order/FDR/Bank Guarantee from a commercial bank in favour of SAI Sub Centre, Padma, Gandhinagar which would remain with SAI Sub Centre, Padma, Gandhinagar during the contract period and no interest shall be payable on the said amount. The said amount shall be refunded after two months from the date of completion of the work. The Bank

Guarantee if furnished for this amount shall be valid up to sixty days from the date of completion of work. SAI shall be entitled to deduct from the Performance Security any dues/penalties/ arrears that remain unpaid by the contractor and the contractor shall duly replenish the performance security as and when required.

27. The contractor shall arrange to maintain the daily shift-wise attendance record of the contract workers deployed by him showing their arrival and departure time. This attendance record will be submitted every month to SAI along with the monthly bill. The attendance record shall be produced for verification on demand by the SAI at any other point of time.
28. If at any point of time, it comes to the notice of the SAI that the contract workers deployed are different from the list provided (with attested photographs), SAI will be well within its right to impose penalty not exceeding five times the wages payable to the contractor for each such personnel identified.
29. The contract workers deployed by the contractor shall have the required experience. In case of non-compliance/non-performance of the services according to the terms of the contract, the SAI shall be at liberty to make suitable deductions @ 2% of that particular day billing on each occasion not exceeding 10% of the monthly bill from the bill without prejudice to its right under other provisions of the contract. In case, default continues, attracting penalty of more than 10%, of the bill amount, SAI reserves the right to terminate the contract. A register, in which lapse shall be recorded by the In-charge of the work, shall be maintained at site.
30. The contractor shall be solely liable for all payment/dues of the workers employed and deployed by him with reliable evidence provided to the SAI. In the event, SAI makes any payment or incurs any liability; the contractor shall indemnify the SAI completely;
31. Income Tax TDS as per rules shall be deducted from the bills of the contractor as per applicable laws.
32. As and when the SAI requires additional contract workers on temporary or emergency basis, the contractor will depute such personnel in accordance with pro-rata rates. For the same, a notice of two days will be given by the SAI. Similarly SAI also reserves its right to decrease the strength of contract workers as per its requirement.
33. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
34. In case the SAI suspects or finds any work is entrusted to any sub-contractor on piecemeal basis or on regular terms, the SAI reserves the right to terminate the contract without assigning any reasons.

35. Workers engaged on day-to-day works should not be utilized for carrying out the occasional work for which contractor has to engage extra hands.
36. The contractor will be held wholly responsible for any action taken by statutory bodies for violation/non-fulfilment of any such provision/rule.
37. The contractor should maintain all the records and documents under various labour laws applicable to contract labours/personnel and also Shops & Establishment Act/Rules applicable to his/her establishment and make them available at the SAI at all times. Indicative list of such records is given for example: (a) Register for Workmen, (b) Employment card (to be issued to workers), (c) Muster Roll, (d) Register for wages, (e) wage slip, (f) OT registers etc
38. The wages shall be paid to workmen without any deduction except those under the payment of Wages Act and Minimum wages as per Central Government Rule Act.
39. The Contractor should ensure that his workmen are granted Holidays/Leave with wages as per applicable Act/Rules.
40. The Department shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and it reserve the right, in its sole discretion, to effectively ask the contractor to replace any or all the Personnel/s on any ground, whatsoever. The contractor also agrees to provide any additional Personnel/s (at the same prevailing rates) or reduce the existing strength of housekeeping Personnel as and when the Department will decide the strength and duties of personnel/s according to its needs from time to time in its sole discretion.
41. The contractor shall ensure that its personnel shall not at any time, without the consent of the Department in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the Department and shall not disclose to any information about the affairs of Department. This clause does not apply to the information, which becomes public knowledge.
42. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as when required. The contractor shall keep SAI and its officers indemnified in this regard.
43. If the contractor is a partnership of two or more persons all such persons shall be jointly and severally liable to the Department for the fulfilment of the terms of contract.
44. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim thereof is filed in the office of the Labor Authorities and proof thereof is furnished to the

satisfaction of the Labour Authorities, the Department may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable/deductible by the Department from the contractor.

45. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulation, be directed to be paid by the contractor to the Department within seven days. The Department shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
46. Persons engaged by the contractor shall not take part in any union and association activities.
47. The Department shall not be responsible for providing residential accommodation to any of the employee of the contractor.
48. The Department shall not be under any obligation for providing employment to any of the worker of the contractor at anytime even after the expiry of the contract. The department does not recognize any employee employer relationship with any of the workers of the contractor.
49. If as a result of post payment audit, any overpayment is detected in respect of any work done by the contractor or alleged to have done by the contractor under the tender, is shall be recovered by the Department from the contractor.
50. The contractor shall provide the copies of relevant record during the period of contract or otherwise even after the contract is over when ever required by the Department etc.
51. The SAI reserves its rights to withhold bills, if the contractor fails to produce proof for having remitted the salary/ESI/PF dues/any breach by contractor.
52. The contractor must get police verification of all his personnel employed at this center and submit the report to this office along with voter IDs, and other valid proof of residence.
53. 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.
54. Payment due to the contractor shall be raised by him to the SAI within **05 days** of every month. The payment is to be made on the basis of actual attendance of labor and actual deployment of machine and use of consumables and respective payments to the labour.

55. The contractor shall execute the assigned work as per the schedule and if the same have not been executed up to the expected level, warning notice shall be issued in this regard. If the situation continues still, penalty will be imposed as per scale tabulated below:-

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

S.No.	Description of irregularities	Penalty
1.	Using of substandard cleaning materials	10% of cleaning materials cost per month will recovered from monthly bills
2.	Non satisfactory of house keeping maintenance work	10% of total monthly amount will be recovered
3.	Deployment of less labours against minimum requirement	Rate of minimum wages with statutory benefits as per labour law will be deducted from monthly bill
4.	Non using of materials as per requirement	Actual amount of using of cleaning materials will be paid on payable monthly amount
5	Non satisfactory of house keeping maintenance	5 % monthly amounting first instance, 10 % of monthly amount in second instance & 15 % of monthly amount if 3 rd instance will be recovered from payable amount of agency after that contract will be terminated with one month notice

Note: In case the contractor fails to provide any of equipment tools, shackles & consumables continuously for a period of 7 (seven) days department has the right to purchase the non-available equipment/tools tackles or consumables on the market rates and deduct the cost of the same from the contractors bill in addition to the imposition of applicable penalties. If default/lapses continue beyond reasonable period SAI reserve the right to terminate the contract by giving suitable notice as stipulated in the contract document.

56. Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause which is beneficial to the SAI will be considered applicable at the time of any dispute/following any statutory rules.

57. Offers with **service charges** as zero value will be treated as unresponsive.

58. Disclaimer: The near relatives of employees of the authority are prohibited from participation in this tender. The near relatives for this purpose are defined as:

(a) Members of a Hindu Undivided Family.

(b) Their Spouse.

(c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband

(brother-in-law).

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

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

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

procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 20% quantity.

- i. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L 1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than on MSE. Such MSEs would be allowed to supply up to 20% of the total tendered value. In case there are more than one such eligible MSE, the 20% supply will be shared equally. Out of 20% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.
 - ii. The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir board or national Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being on MSE, failing which their tender will be liable to be ignored.
- c) The provisions of Public Procurement (Preference to Make in India) Order 2017 issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide Letter No. P-45021/2/2017BE-II dated 15.06.2017 shall be applicable to the bidding process and award of the contract shall be done accordingly. In this connection, the minimum local content shall be

.....% (fill 50% in general however, the figure can be varied depending upon type of purchase with the approval of Competent Authority) and the margin of purchase preference shall be 20%. For award of contract,

(3a or 3b or 3c, whichever is applicable) of the Public Procurement (Preference to Make in India) Order 2017 shall be applicable in addition to the other provisions in the bidding documents in this regard. The bidder shall have to specify whether he is a local supplier in terms of the Public Procurement (Preference to Make

in India) Order 2017 or otherwise in the bid forwarding letter. In case of the bidder being a local supplier, he shall also give a certificate from statutory auditor of the company (in case bidder is a company) or from a practising cost accountant or practicing Chartered Accountant (in case bidder is not a company) along with his bid in terms of para 9 (b) of the Public Procurement (Preference to Make in India) Order 2017.

d) The condition of prior turnover and prior experience may be relaxed for Startups (Rule 173 (i) of GFR, 2017) (As defined by Department of Industrial Policy and Promotion) subject to meeting of quality and technical specification and making suitable provisions in the bidding document. The quality and technical parameters are not to be diluted.

60. If dispute or difference of any kind shall arise between the SAI and the contractor in connection with or relating to the Contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
61. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the SAI or the contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India as amended in 2015. In the case of a dispute or difference arising between SAI and contractor relating to any matter arising out of or connected with the Contract, such dispute or difference shall be referred to the sole arbitration, appointed to be the arbitrator by the SAI (Sports Authority of India). The award of the arbitrator will be final and binding on the parties to the Contract. The procedure and fee of arbitrators shall be governed as per the prevailing norms and policies of SAI.
62. Venue of Arbitration: The venue of arbitration shall be the place from where the Contract has been issued.
63. The Court of Gandhinagar will have the exclusive jurisdiction to try the disputes.
64. The Contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

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

SECTION – VII
Form of Contract Agreement

For providing housekeeping services

Between

Sports Authority of India (SAI)

And

[Name of Agency]

Dated

(A) CONTRACT AGREEMENT FORM

This agreement is made this day _____ day of _____ 2019 BY AND BETWEEN the_____, Sports Authority of India acting through <<insert Name and Designation >>, Sports Authority of India, a Society registered under Societies Registration Act, 1860 having its office at Jawaharlal Nehru Stadium Complex, Gate No. 10 (East Gate), next to MTNL Building, Lodhi Road, New Delhi – 110 003 (herein after referred to as "SAI" which expression shall unless repugnant to the context or meaning thereof, includes its successor-office and assigns) of the ONE PART:

AND

(Name of Company) having its registered office at (Address of the Company), represented through <<insert name and designation>> to as 'Supplier' which expression shall unless repugnant to the context or meaning thereof, includes its successor – office and assigns) of the SECOND PART:

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

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

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

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

Signatory on Behalf of Sports Authority of India

Signatory on Behalf of Sports Authority of India
(Signature, name and address
Of the Sports Authority of India's authorized official)
For and on behalf of Director General, Sports Authority of India
Received and accepted this contract

SECTION – VII

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 contractor 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]