

**SPORTS AUTHORITY OF INDIA
NETAJI SUBHAS EASTERN CENTRE
SALT LAKE CITY, KOLKATA- 7000106**

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

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

Email: saieccal@rediffmail.com

E-Bidding Document

For

Horticulture Work

Bid Reference No.II/SAI/EC/Horticulture/20-21/IFB-015

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PART – 1

BIDDING PROCEDURE

DISCLAIMER

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

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

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

SECTION – I**INVITATION FOR BID (IFB)**Website: <http://www.sportsauthorityofindia.nic.in/><http://eprocure.gov.in/eprocure/app>Email: saieccal@rediffmail.com

1. Sports Authority of India(SAI), for and on behalf of Regional Director Incharge, SAI, NSEC, Salt Lake City, Kolkata invites sealed Bids on two bid system for following work:-

Brief Description of work	Amount of Bid Security in Rs.
To provide comprehensive cleaning, maintenance of horticulture and various grounds & lawns on daily basis, grass cutting, pruning, watering, marking of grounds by lime under supervision of SAI Officials and to look after horticulture works in the various places, play fields which includes maintenance of existing lawns, flower beds, hedges and other ornamental plants, providing seasonal flowers beds with seasonal flower plant, providing absolute cleanliness in all green areas by providing cow-dung manures, good earth, replanting of doorb grass wherever required and constant maintenance of all green areas with conservancy, cleaning & scavenging services. The work also entails maintenance of existing potted plants and supply of additional potted plants as and when required by Regional Director during VIP function at Sports Authority of India, Netaji Subhas Eastern Centre, Salt Lake City, Kolkata – 700106. Also flowers (seasonal) to be provided in the office of Director, Dy.Directors, Asstt.Directors, Scientific Officers, Incharge (Academics), Accounts Officer / D.D.O. under SAI, NSEC Kolkata.	1,26,000/-

CRITICAL DATE SHEET

Publication of REF on e-procurement portal of CPP	10.08.2020, 17.30 hrs.
Start date of downloading of document	11.08.2020, 18.30 hrs.
Date and time of pre bid conference*	17.08.2020, 14.00 hrs. (online)
Last date for submission of queries / clarification made during the pre bid conference in writing**	18.08.2020, 12.30 hrs.
Bid submission start date	19.08.2020, 12.00 hrs.
Last Date & Time of uploading/submission of Bids	02.09.2020, 11.00 hrs.
Bid Validity Period	90 days
Opening of Techno-Commercial Bid (Bid 1)	03.09.2020, 11.00 hrs.
Opening of Price Bid (Bid 2)	To be submitted separately

* Please refer para 6, Section I for clarifications.

** Queries/Clarifications are to be responded online only.

Bid Reference No.II/SAI/EC/Horticulture/20-21/IFB-015

2. Bidder may also download the Bidding Documents from the web site- www.sportsauthorityofindia.nic.in & CPP Portal of Govt. of India i.e. <http://eprocure.gov.in/eprocure/app>. Bidders shall ensure that their Bids, complete in all respect are uploaded online before the closing date and time as indicated in the critical date sheet above on CPP Portal <http://eprocure.gov.in/eprocure/app>.
3. Bids shall be submitted online only at 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 www.sportsauthorityofindia.nic.in shall not tamper/modify the tender form including downloaded price bid template in any manner. In case, the same is found to be tempered/ modified in any manner, tender will out-rightly be rejected.
5. Intending bidders are advised to visit again CPP Portal website www.eprocure.gov.in and SAI website www.sportsauthorityofindia.nic.in before submission of tender for any corrigendum / addendum/ amendment.
6. Due to ongoing COVID-19 situation and consequent travel restrictions, the pre-bid conference will take place on online platform only. The link <https://us02web.zoom.us/j/83048492044> will be activated on the said time and date. Bidders shall login through their company/organization/entity's name and one participant per bidding entity is allowed to participate.

Assistant Director (GAD)
For & on behalf of
Regional Director Incharge, Sports Authority of India,
Netaji Subhas Eastern Centre,
Salt Lake, Kolkata

SECTION – II
INSTRUCTION TO BIDDERS (ITB)

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SECTION – II
INSTRUCTIONS TO BIDDERS (ITB)
A. PREAMBLE

1. Definitions and Abbreviations

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

(ii) Definitions:

- a. "SAI" means the organization procuring services as incorporated in the Tender Enquiry documents i.e., Sports Authority of India, NSEC, Salt Lake, Kolkata.
- b. "Tender" means bids/quotations/Tender received from a Firm/Bidder.
- c. "Bidder" means bidder/the individual or firm submitting bids/Quotations/Tender.
- d. "Service provider" means the individuals or the firm providing services as incorporated in the contract.
- e. "Services" means the services as incorporated in the scope of work.
- f. "Earnest Money Deposit" (EMD) means Bid Security/monetary or financial guarantee to be furnished by a bidder along with its tender.
- g. "Contract" means the written agreement entered into between the SAI and Service provider, together with all the documents mentioned therein and including all attachments, annexure etc., therein.
- h. "Performance Security" means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- i. "Specification" means the document/standard that prescribes the requirement with which service has to confirm.
- 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) The Bidding Documents for Horticulture services as mentioned in Section – V – **"Scope of Work"**.
- (ii) This section (Section II - "Instruction to Bidders") provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids. It also includes the mode and procedure to be adopted by the bid inviting authority for receipt and opening as well as scrutiny and evaluation of Bids and subsequent placement of Contract.
- (iii) Before formulating the Bid and submitting the same to the bid inviting authority, the Bidder should read and examine all the terms, conditions, instructions etc. contained in the Bidding Documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Bidding Documents may result in rejection of its Bid.

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 purchaser, shall be written in the English language. However, the language of any printed literature furnished by the Bidder in connection with its Bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the Bid, the English translation shall prevail.

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 conductor outcome of the tendering process.

5. Local Conditions

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

B. PRE BID MEETING

6. Procedure for Pre-Bid meeting

6.1 A Pre-Bid conference will be held with the prospective Bidders for the purpose of holding technical & commercial discussions and providing clarifications by the Client. In the Pre-Bid Conference, clarifications pertaining to technical, commercial and other issues regarding the items stipulated in the RFP may be required by the prospective bidders will be provided. The prospective bidders should on their own cost, attend the said conference on the date and venue.

6.2 Details of proposed/suggested variations/ deviations/ additions from the Bid specification/conditions, if any, should be clearly indicated while sending queries before Pre-Bid Conference. Any verbal suggestion/ proposal of variations/ deviations/ additions in the RFP document made during the Pre Bid Conference should also be given in writing to the client latest by upto 15.00 hours on next working day of the pre bid conference.

6.3 The SAI may clarify on variations/ deviations, alternative proposals, which ensure equal or higher quality/ performance to the Technical Specifications during Pre- Bid Conference. However, the decision of the SAI in this regard will be final.

6.4 After incorporation the amendments acceptable to the client, the RFP Document shall be frozen as per the details provided in RFP, through issuance of an Addendum (s) which can be downloaded from the e-procurement portal and website of SAI. The Bidder shall submit its Bid along with Bid documents including Addendum if any issued duly signed and stamped.

6.5 Non-attendance at the Pre- Bid Conference will not be a cause for disqualification of a Bidder. However, the terms and conditions of the addendum (s) will be legally binding on all bidders irrespective of their attendance at the Pre-Bid Conference.

6.6 No further suggestions for deviations/variations/ additions will be entertained after the Pre-Bid Conference.

C. BIDDING DOCUMENTS

7. Content of Bidding Documents

In addition to Section I – “Invitation for Bid” (IFB), the Bidding Documents include 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
Section IV	Bidding Form
Section V	Scope of Work
Section VI	General Conditions of Contract (GCC)
Section VII	Contract Forms

8. Amendments to Bidding Documents

- i) At any time prior to the deadline for submission of bid, the SAI may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid document by issuing suitable amendment(s) to it.
- ii) Such an amendment to the bid document will be uploaded on SAI website: www.sportsauthorityofindia.nic.in 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.

9. Modifications/withdrawal of bids

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

10. Clarification of Bidding Documents

- (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 upto 15.00 hrs. prior to the prescribed original date of submission of bid.
- (ii) Any clarification issued by SAI in response to query (ies) raised by the prospective bidders shall form an integral part of bid document and it may amount to an amendment of the relevant clause(s) of the bid document.

11. Bid format

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

D. PREPARATION OF BIDS

12. Documents Comprising the Bid

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

13. Technical Bid:

The Bidder shall submit the following documents alongwith the submission of bid documents:-

- (i) Bid Security: Bid Security is to be furnished in accordance with clause 18 of ITB and bid submission as per form at Section IV (A). Alternatively, documentary evidence for claiming exemption, if any, from payment of Earnest Money.
- (ii) Self-attested ID proof, address proof, Pan Card and a recent passport size colored photograph of authorized representative.
- (iii) Certificate of Incorporation, Articles and Memorandum of Association in case of companies/Partnership Deed and Registration of Partnership Firm in case of Firms/Any document proving ownership of proprietary firm.
- (iv) Documents mentioned in the qualification criteria as per Section III (A).
- (v) National Electronic Fund Transfer (NEFT Form) as per Section IV- (F) for payment in Indian Rupee.
- (vi) Certificate of Chartered Accountant showing annual turnover for the last three financial years (2016-17, 2017-18 & 2018-19). Copies of Balance Sheet, Profit and Loss Account statement etc need not be enclosed.
- (vii) Income Tax returns filed for the last three financial years. (2016-17, 2017-18 & 2018-19).
- (viii) Goods & Services Tax Certificate.
- (ix) Valid PAN, ESI, PF registration with codes, TIN (Tax Payer Identification Number)/TAN.
- (x) Valid registration certificate with labor department under contract labor (Regulation and Abolition) Act, 1970.
- (xi) Undertaking by the bidder confirming availability of manpower of requisite, experience.

- (xii) Registration No. and Certificates for Shops & Establishment Act of the respective state, if applicable.
- (xiii) Solvency certificate of **Rs.50.00 lacs** verified by his Banker
- (xiv) The bidder should not be debarred/blacklisted during the last three financial years. (Undertaking thereof)
- (xv) The bidder should have a valid functional website showing their profile wherein the information relating to the contract including deployment of workmen and payment of remuneration as per minimum wages Act to them should be uploaded regularly, undertaking to be given.
- (xvi) Undertaking on non-judicial stamp paper that **“Staff deployed at the Centre in terms of this contract at all time will remain the employees of the agency exclusively and they shall not be entitled to claim employment or permanency of job in the Sports Authority of India or any other direct or indirect claim on SAI”**

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

14. Financial Bid: This should be uploaded online in the prescribed 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) (as per uploaded BOQ) with details of the cost per persons required as per Section IV (C) (as per uploaded BOQ). All the columns shown in the price schedule should be filled up as required.

- (ii) The authorized signatory of the bidder must sign the bid, duly stamped at appropriate places with initial on all the remaining pages of the bid. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, SAI may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages. No condition shall be attached to the Financial Bid. Conditional bids shall be summarily rejected.

- (iii) It is the responsibility of Bidder to go through the Bidding Document before offering rates as per price schedule.

- (iv) All pages of the Bid should be page numbered and indexed.

- (v) All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/ RTGS System. Bidders are required to fill and attach the NEFT Mandate Form attached as per Section-IV (E) along with their offers, if not already executed in SAI. Notification of Award will not be issued without NEFT Mandate Form

Note: Bid sent by e-mail/fax/telex/cable/electronically shall be ignored.

15. Firm Price

- (i) The prices quoted by the Bidder shall remain firm and fixed during the currency of the contract. However, if minimum wages of the workers is revised by the Government after last date of submission of the offers including currency of the contract, the same will be reimbursed on actual basis.

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

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

16. Alternative Bids are not allowed.

17. Documents establishing bidder's eligibility and qualifications

The 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.

18. 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 18 (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/Pay order
 - 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 "SAI Public Account", payable at Kolkata. In case of Bank Guarantee, the same is to be obtained from any commercial bank in India as per the format specified under Section IV (D) of the Bid Document.
- (v) 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 (Ninety) days from the date of opening of the Technical Bid.
- (vi) 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.
- (vii) 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.

19. Bid Validity

- (i) The bid shall remain valid for acceptance for a period of 90 (Ninety) days after the date of bid opening, prescribed in the bid document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.
- (ii) In exceptional circumstances, SAI may request the bidders' consent to extend the validity of their bids up to a specified period. The bidders, who agree to extend the bid validity period are to extend the same in writing. However, they will not be permitted to modify their original bids during the extended bid validity period.

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

20. Signing of Bids

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

E. SUBMISSION OF BIDS

21. Submission of Bids

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

F. BID OPENING

22. Opening of Bids

- (i) The SAI will open the bids at the specified date, time and place as indicated in the IFB in **Section-I**. If due to administrative reasons the venue / date/ time of bid opening are changed, it will be uploaded on CPP Portal and on the SAI's website.
- (ii) In case the specified date of bid opening falls on a holiday or is subsequently declared a holiday or closed day for the SAI, the bids will be opened at the appointed time and place on the next working day.
- (iii) Authorized representatives of the bidders, who have submitted bids on time may attend the bid opening provided they bring with them letters of authority from the

corresponding bidders. Letter of authority for attending the bid opening meeting should be in the format placed at **Section IV (F)**.

(iv) Two – bid system as mentioned in Para 13 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.

G. SCRUTINY AND EVALUATION OF BIDS

23. Basic Principle

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

24. Scrutiny of Tenders

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

- d) Required EMD (Amount, validity etc.)/exemption documents have not been provided.
- e) Bidder has not agreed to give the required performance security.
- f) Bidder has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
- g) Poor/ unsatisfactory past performance.
- h) Bidder has not quoted for the entire services as specified in the Scope of Work as well as in the Price Schedule.
- i) Bidder has not complied with the requirement of Clauses of ITB.
- j) The Bidder has quoted zero percent service charges. Zero per cent includes all derivatives of 0 up to 0.999.

25. Minor infirmity/irregularity/Non-conformity

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

26. Discrepancies in Prices

- a) If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the SAI feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- b) If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the 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 13 of Section II A read with Section III (A), will be treated as non - responsive and will not be considered further.

28. Comparison of Bids and Award Criteria.

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

H. AWARD OF CONTRACT

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

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

31. Notification of Award

- (i) The bidder whose bid has been accepted will be notified of the award by the SAI prior to the expiry of the bid validity period.
- (ii) Before expiry of the bid validity period, the SAI will notify the successful bidder in writing, by registered / speed post or by fax/ email that its bid for items, which have been selected by the SAI, also briefly indicating there-in, that the essential details like description and prices have been accepted. The successful bidder must furnish to the SAI the required Performance Security within **15 (Fifteen) 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 19 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 **15(Fifteen)** days from the date of issue of the contract.
- (iii) The SAI reserve the right to issue the Notification of Award consignee wise.

33. Variation of quantities at the time of award

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

34. Annulment of Award

Failure of the successful bidder to comply with the requirement of signing an agreement with the SAI and furnishing Performance Security as per clause 19 of Section VI shall constitute sufficient ground for annulment of the award and forfeiture of bid security.

35. Termination of Contract

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

36. Disqualification

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

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

Failure of the successful Bidder in providing Performance Security and / or returning Contract copy duly signed in terms of ITB clauses 19 above 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

It is required by all concerned namely the Authority/Bidders/Service providers etc 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 gross / deliberate negligence in executing the Contract.
- (c) The SAI reserve the right not to conclude Contract and in case Contract has been issued, terminate the same, if found to be obtained by any misrepresentation, concealment and suppression of material facts by the Bidder. In addition, Bid Security / Performance Security (as the case may be) deposited by the Bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment & suppression of material facts shall be initiated.

39. Conflict of Interest among bidders/agents

A bidder shall not have conflict of interest with others bidders. Such conflict of interest can lead to anti competitive practices to the detriment of SAI's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process if;

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- e) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assemblies from one bidding manufacturer in more than one bid.
- f) in case of a holding company having more than one independent units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business.

SECTION – II (B)
INSTRUCTIONS FOR 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 (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.
- (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. Foreign bidder can get help at +91-7878007972, +91-7878007973.

SECTION – III

(A) QUALIFICATION CRITERIA

S.No.	Criteria	Documentary Evidence Required
1.	The bidder shall have at least five years experience in the horticulture activities defined in the scope of work.	Enclose copy of certificate of incorporation/registration issued by relevant authority in India
2.	Bidder must have annual average turnover of Rs.50.00 Lakhs in last three financial years viz. 2016-17, 2017-18 & 2018-19.	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 providing horticulture services of at least 80% of the estimated cost, i.e., Rs.50.00 lacs (approx). Or At least two orders each of value not less than 60% of estimated cost. Or At least three orders each of value not less than 40% of estimated cost in the last five years to government departments/autonomous bodies /PSUs /reputed private organizations	The requisite order (s) along with satisfactory completion certificates issued by relevant authority not less than the rank of Section Officer. License issued by the Licensing authority for these works
4.	The bidder should have an experience of deployment of manpower not less than 80% of the requirement of SAI and machinery as stipulated in the tender document under one contract during the last five financial years, to Central/State Government departments/autonomous bodies/PSUs/ reputed private institutions.	Requisite certificate issued by the officer not below the rank of Section Officer.
5.	The bidders should not have been debarred/blacklisted by any state/central government/PSUs	Enclose blacklisting declaration in the format given in Section IV (I)
6.	The bidder should have a valid GST No. or should have registered under GST.	Enclose copy of GST registration certificate.

SECTION – III

(B) EVALUATION CRITERIA

1. Authority reserves the right to accept or reject any of 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 Clause 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. While quoting the amount for service charge bidders should take note that Offers with service charges as 0 value will be treated as unresponsive. Also, the total amount quoted for service charge shall not fall in the ambit of from 0 to 0.9999% (of A+B+C) when we calculate the amount in percentage.

SECTION – IV
(A) BID SUBMISSION FORM

Date_____

To,
Sports Authority of India,
Netaji Subhas Eastern Centre,
Salt Lake City, Sector – III,
Kolkata – 700 106.

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 Comprehensive cleaning, maintenance of horticulture & various grounds, lawns at SAI, NSEC Salt Lake, Kolkata campus 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 16, in Section - VI for due performance of the Contract.

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

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

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

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

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

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

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

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

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

12. We confirm that 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)
Form for Power of Attorney/Board Resolution

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

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

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

For _____

(Signature)

(Name, Title, and Address) Witnesses:

- 1.
- 2.

Accepted (Notarized) (Signature)

(Name, Title and Address of the Attorney)

SECTION – IV**(C) PRICE SCHEDULE FORM**

(The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, also the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Name of the Bidder / Bidding Firm / Company:

Sl. No.	Item Description	Quantity	Units	Quoted Currency in INR / Other Currency	Amount in figure to be quoted per annum by the bidder Rs. P.	Total Amount without Taxes in Rs. P.	Total Amount in Rs. P.
1	2	4	5	12	13	53	55
1	Man Power (A)						
1.01	Gardener (amount Per Annum to be quoted) for 20 Gardeners	1.000	Nos.	INR		0.00	INR Zero only
2	Machines and equipments (B)						
2.01	Charges w.r.t. section V (Per Annum)	1.000	Nos.	INR		0.00	INR Zero only
3	Consumables (C)						
3.01	Total cost for Consumables w.r.t. Section V (Per Annum)	1.000	Nos.	INR		0.00	INR Zero only
4	Service Charges of Agency on (A+B+C) in Rs.(Per Annum) (D)	1.000	Nos.	INR		0.00	INR Zero only
5	Goods & Service Tax as applicable in Rs.(Per Annum) (Mandatory)	1.000	Nos.	INR		0.00	INR Zero only
Total in figures						0.00	INR Zero only
Quoted Rate in Figures						0.00	INR Zero only
Quoted Rate in Words						INR Zero only	

NOTE: Price shall be quoted in the BOQ format as made available in CPP Portal and the uploaded BOQ in CPP Portal shall be read alongwith terms & conditions given below:-

- Contractor service charges to be specified shall be quoted in Rupees in column '13' of above schedule. These charges shall be inclusive of all incidental charges including payment of bonus, if any involved in successful completion of the work as per scope and terms and condition in the tender documents.

2. All levies/taxes/duty etc., other than GST shall be assumed to be mandatorily included in the service charges. Further, **GST is a mandatory obligation and shall be filled in as per applicability.**
3. While quoting the amount for service charge bidders should take note that Offers with service charges as 0 value will be treated as unresponsive. Also, the total amount quoted for service charge shall not fall in the ambit of from 0 to 0.9999% (of A+B+C) when we calculate the amount in percentage.
4. The successful bidder will be the one who emerges overall L1 out of responsive bids. Basis of ranking will be the total amount quoted by the bidder. In case, the two or more firms offer the same amount, successful bidder will be the, whose turnover is higher than the other competitor(s).

SCHEDULE OF MINIMUM WAGES PER PERSON PER MONTH**(Bidder to quote as per latest Government Notification for Area A)****PRICE SCHEDULE FORM**

Sl. No.	Description	Gardener (Unskilled)
1.	Minimum Wages	
2.	VDA *as applicable	
3.	Employees State Insurance (ESI) at *applicable rate	
4.	Employee Provident Fund (EPF) at *applicable rate	
5.	EPF Administrative Charges at *applicable rate	
6.	EDLI Charges at *applicable rate	
7.	EDLI Administrative Charges at *applicable rates	
8.	Total	
9.	Cost Per Head	

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

(Signature of the Bidder with date and Seal)

Note:-

1. Payment details at Sr. No. 1 to 6 are mandatory charges and should conform to the relevant legal/statutory provisions in vogue. Not quoting any amount or quoting below the statutory minimum at Sl.No. 1 to 6 will render the submitted price bid ineligible.
2. Basic Minimum wages & VDA at Sr. No. 1 & 2 shall not be less than the minimum wages fixed and revised from time to time, by the Ministry of Labour and Employment, Government of India. The Minimum rates of wages also include the wages for the weekly date of rest.
3. Mandatory percentage of EPF contribution (on actual basis + VDA up-to Rs. 15,000/- or as per the latest notification published by GOI (A copy of thereof be enclosed) shall be paid by SAI.
4. ESI as per the applicable rate shall be payable on item at Sr. No. 1 & 2. The monthly wage slip of the Gardeners should reflect the contribution of the deduction accordingly.
5. The areas 'A' shall be as per notification issued, and revised from time to time by the Ministry of Labour and Employment, Government of India.

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 authorized 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
Sports Authority of India,
Netaji Subhas Eastern Centre,
Salt Lake City, Sector – III,
Kolkata – 700 106.

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.	
Bidder 's Account No.	
Type of Account	
IFSC code for NEFT	
IFSC code for RTGS	
Bidder's name as per Account	
Telephone no. of Bidder	
Bidder's E-mail ID	

[Signature with date, name and designation]

Confirmed by Bank

Enclosed a copy of Crossed Cheque

SECTION – IV
(F) Letter of Authorization for attending bid opening Meeting

Tender No.....

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

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

Order of Preference	Name	Specimen
Signature		
1.		
2.		

Alternative 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
(G) DISCLOSURE OF CONFLICT OF INTEREST

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

(Authorized Signatory)
Stamp

SECTION – IV
(H) DISCLOSURE OF CODE OF INTEGRITY

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

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

(Authorized Signatory)
Stamp

SECTION – IV (I)
AFFIDAVIT / UNDERTAKING

I/ We have read and understood the instructions and the terms and conditions contained in the document. I/We accordingly accept all terms and conditions of the tender enquiry document including the essential conditions specially incorporated in the tender enquiry like terms of terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law. I/ We confirm that we do not stand deregistered/debarred/banned/blacklisted by any Govt. Authorities. I/ We do hereby declare that the information furnished/ uploaded is correct to the best of my/our knowledge and belief. I/We hereby certify that the prices offered by us in this tender is not higher than the prices we had offered to any other Govt. of India 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 Bidder)
NAME & ADDRESS OF BIDDER

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

PART-2

WORK REQUIREMENTS

SECTION – V

SCOPE OF WORK

The Contracting Agency shall render the following services to SAI, NSEC, Salt Lake City, Sector-3, Kolkata – 700 106:

HORTICULTURE WORK:

The purpose of horticulture work is that the whole area (42..... Acres) must look rich with lush green lawns and [arks and beautiful flowers as to provide an excellent ambience of work – environment and at the same time makes the premises environmental friendly and to make a good impression on the visitors and public who visit here for various purposes. The Contractor has to undertake all such job/activities required to maintain the office premises in a presentable condition and in above mentioned spirit at all the time whether such activities are elaborated hereunder or not. While undertaking this work, the Contractor will develop the parks and lawns at the open space at the backyard of building / office premises in consultation with the designated officer and then simultaneously maintain all the existing as well as the developed lawns parks. He will maintain flower pots in the room(s) of senior officers in consultation with designated officer and ensure that the flowers and plants in those pots doe not die or suffer in any manner and that he will change them periodically for their good maintenance. He will also arrange to keep flower pots with seasonal / perennial flowers on the desks of identified officers on all working days. He will also ensure that due to closure of office on weekend days the plants and flowers in the pots kept in the officers' room do not suffer in any way. The other normal job in this regard would be:

- (A) To provide and maintain on daily basis the flower pots with seasonal flowers in the offices of Regional Director, Dy.Directors, Asstt.Directors, Accounts Officer, Incharge – Academics, Scientific Officers of SAI, NSEC, Salt Lake, Kolkata.
- (B) To maintain all the trees, plants, shrubs, hedges and lawn as are existing on the date of start of Contract and any other lawn/park/plants developed thereafter.
- (C) To plant trees, shrubs etc. by excavation / digging as and when required in the interest of the beautiful maintenance of the ambience/park/lawn of SAI NSEC Salt Lake Campus, Kolkata.
- (D) To prepare and maintain flower beds, seasonal and perennial both.
- (E) To prepare and maintain flowers and plants pots with flower and plants both indoor and outdoor at designated places to be decided in consultation with designated officer.
- (F) Marking of ground with lime powder under supervision of SAI Officials.

- (G) To provide all materials including manure, chemical, good earth, saplings etc. and replanting of doorb grass wherever required for proper maintenance of the Horticulture.
- (H) Cutting of grass in lawns, pruning of plants at required intervals and removing the waste to the proper place.
- (I) Regular watering of grass, lawns, trees, plants, shrubs etc. and hoeing and weeding in and around them.
- (J) Spraying of insecticide and fungicide application / spreading of chemical and manure as & when required / advised.
- (K) Any other job which is required to make the campus from Horticulture point of view beautiful with lush green environment.
- (L) The gardeners should demonstrate own initiative for horticulture up-gradation of premises. Seasonal plant(s) for the same should be prepared and submitted to the designated officer.
- (M) In case of any unnatural cause, i.e., calamity etc., the damages caused in (broken branches of trees, fallen trees etc.) the campus to be cleaned in war foot basis with deployment of men-power, machines and others as per requirement.

NOTE:

- (i) For carrying out these functions, the Contractor shall deploy _____ miles at _____ daily from Monday to Saturday and on other occasion as & when required.
- (ii) Malies (Gardeners) should be experienced of not less than two years.
- (iii) In the event of finding the office premise not in the above mentioned spirit, **penalty** up to **10%** of the total amount of monthly bill will be imposed for the concerned month.
- (iv) The Contractor shall visit the premises to be maintained _____ for the purpose of overseeing the work of personnel deployed by him. During the visits, he shall invariably see the officer dealing with the services under the Contract awarded to him, for mutual feedback regarding the work performed by him personnel and removal of deficiencies, if any observed in their working. Non-performers would be removed and replaced by competent gardeners within two working days by the Contractor.
- (v) In the event of personnel being absent or on leave, the Contractor shall ensure suitable alternate arrangement to make up for such absence. To avoid dislocation of work due to absence of personnel, the Contractor shall make provision for leave reserve. However, deduction at double the agreed rates per day per person for each absence shall be made from the monthly bill submitted by the Contractor, if substitute is not provided.
- (vi) The Contractor will deploy personnel in the respective fields of work to be performed under the Contract from _____ AM to _____ PM from Monday to Saturday.

- (vii) The Contractor shall not deploy or shall discontinue deploying any person at the premises, if so desired by the designated officer, at any time without assigning any reason whatsoever. The full particulars of the personnel including their names and addresses, Voter IDs, PAN etc. deployed by him shall be furnished to the SAI. Police Verification Report(s) of the personnel employed by the Contractor will also be submitted by the Contractor to the Asstt. Director(GAD), SAI, NSEC, Salt Lake, Kolkata.
- (viii) The Contractor will provide the required services six days a week throughout the year. Holiday, if any, will be observed with prior approval of the office under emergent circumstances. The services will be provided on Sunday also without extra charges if so required by SAI.

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

BASED ON SCOPE OF WORK & AREA TO BE GOT MAINTAINED, REQUIREMENT OF MANPOWER, MACHINERIES & EQUIPMENTS AND CONSUMABLES HAVE TO BE GIVEN AS UNDER:-

Sl.No.	Category	Number of the workers	Remarks, if any
Part – A: Manpower			
1.	Mali (Gardener)	20	
Part – B : Machines & equipments			
Sl. No.	Particulars	No.	
1.	Machine blade	200 pairs	
2.	Hand machine Roll	12 pcs.	
3.	Lawn mower machine	4 pcs.	
4.	Hand machine blade	2 pcs.	
5.	Crescent – shopped knife (Hansua) with a haft	50 pcs.	
6.	File	24 pcs	
7.	Spud	6 pcs	
8.	Chopper with handle	4 pcs	
9.	Hammer (10 kg.)	2 pcs	
10.	Crane bar	2 pcs.	
11.	Rack	40 pcs	
12.	Trolley (Standard size)	6 pcs	
13.	Scissors (Big)	4 pcs	
14.	Cutter	4 pcs	
15.	Axe	2 pcs.	
16.	Safety belt & specs	2 pcs.	
17.	Helmet for machine	2 pcs.	
18.	Tree cutting machine (Petrol)	1 pcs	

19.	Hand mowing machine	2 pcs.
20.	Small spud	6 pcs.
21.	Pick Axe	1 pc
22.	Misc., if any	
Part – C: Consumables		
Sl.No.	Particulars	Minimum Quantity
1.	Petrol	1000 ltr.
2.	Mobil	30 ltr.
3	Flexible Water Pipe (3/4")	500 ft.
4.	Misc., if any	

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

N.B.: Bidder should take note that the requirement as shown in Part – B & Part – C with respect to machines & equipments and consumables may vary as per the requirement of SAI. Bidders are advised to inspect the SAI NSEC Salt Campus & STC Kolkata before submitting their bids.

Date:

(Name & Signature of Tenderer)
With stamp of the firm

PART - 3

CONTRACT

SECTION – VI

GENERAL CONDITIONS OF CONTRACT (GCC)

1. The contract will be for a period of one year commencing from the date of signing the contract. However, the Agreement is terminable by giving one month's notice in writing by SAI to the contractor.
2. The working hours for the personnel of the contractor for this contract purpose will be 8 hours per day for six working days in a week. In case, there is a requirement they may also be called on weekly off day or retained after working hours in case of urgency.
3. The workers deployed shall be healthy, active and not below the age of 21 years and not more than 60 years of age. Nobody shall have any communicable diseases. The contractor shall get medical verification of the personnel's employed and provide the report to SAI.
4. The workers deployed shall be smartly dressed in proper uniform and always with Identity Card. The agency shall provide experience and disciplined personnel.
5. The contractor shall bear all expenses regarding uniforms, preparation of their Identity card, compensations, wages and allowances (DA), PF, ESI, Bonus and Gratuity, Statutory compliances as applicable relating to personnel engaged by him and abide by the provisions of various labor legislations including weekly off and working hours.
6. The Contractor shall pay wages to his workers as per Govt. of India laid down norms every month, irrespective of delay in payment of Bill for whatever reason.
7. Payment of bills shall be released only after due verification towards satisfactory services during the billing period and accompanied by documentary proof of the following:-
 - a) **Bio Metric (machine to be installed by the agency alongwith necessary device, i.e., server of the machine to be maintained by the agency only for record of attendance)** attendance sheet duly certified & signed with stamp by the Agency to be submitted alongwith monthly bill.
 - b) Challan for deposit of ESI in respect of workmen deployed under the contract for the month claim has been raised.
 - c) Challan for deposit of Provident Fund in respect of workmen deployed under the contract for the month claim has been raised.
 - d) Proof of payment to workmen deployed under the contract duly verified by the Incharge of the centre/stadium for the month claim has been raised (through transfer to their bank account).

- e) Deposit of challan in respect of GST for the preceding month.
 - f) Certified usage of machines and consumables at site by SAI authorized representative
 - g) Proof of purchase of consumables and depositing thereof in SAI's office.
8. Wages payable shall not be less than the Minimum Wages as per Central Government Rules.
9. The Contractor shall also quote his rate of profit (Service Charges) in addition to the wages to be paid to his workers.
10. The personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the Contractor such as ESI, PF, Workmen's Compensation Act, etc. Charges on account of PF & ESI will be reimbursed by SAI against paid challans & ensuring that the amount in question has actually been paid to respective PF & ESI Office. The list of workers going to be deployed shall be made available to the Department and if any change is required on part of the Department fresh list of workers shall be made available by the agency after each and every change. The rates mentioned by the Contractor includes all extant statutory liabilities including "ESI, PF" Bonus, Uniforms etc.
11. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within 7(seven) days of close of every month. Giving particulars of the employees engaged for the Department works, is required to be submitted to the Department. In any eventuality, if the Contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time Department is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other Contract with RPFC, with an advice to RPFC, duly furnishing particulars of personnel engaged for the Department.
12. Contractor shall submit workers EPF number and proof of payment of EPF, ESI etc. as applicable every month for the previous month along with the monthly bill with respect to all employees deployed by him at SAI. The manpower agency shall specifically ensure compliance of various Labour Laws/Acts. Including but not limited to with the following and their enactments/ amendments/notifications.
- a) The payment of wages Act, 1936
 - b) The Employee Provident Fund Act, 1952
 - c) The Factory Act , 1948
 - d) The Contract Labor (Regulation) Act, 1970
 - e) The Payment of Bonus Act, 1965
 - f) The Payment of Gratuity Act, 1972

- g) The Employees State Insurance Act, 1948
 - h) The Employment of Children Act, 1938
 - i) The Motor Vehicle Act, 1988
 - j) The Minimum Wages Act, 1948
13. The workers will be screened by the Contractor after police verification regarding their antecedent, character and conduct; and a copy of the reports shall also be submitted to SAI.
 14. Replacement of workers as required by the SAI will be effected promptly by the Contractor; if the Contractor wishes to replace any of the personnel, the same shall be done after prior consultation with the SAI. The full particulars of the personnel to be deployed by the Contractor including the names and address shall be furnished to the SAI along with testimonials before they are actually deployed for the job.
 15. In case of any loss that might be caused to the SAI due to lapse on the part of the personnel deployed by the Contractor, such loss shall be compensated by the Contractor, such loss shall be compensated by the Contractor and in this connection; the SAI shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to the SAI besides imposition of penalty. In case of any deficiencies / lapses on the part of the personnel deployed by the Contractor, the SAI shall be within its right to terminate the Contract forthwith or take any other action without assigning any reason whatsoever.
 16. In case of a death of mishap occurred during discharging the duty; the compensation liability will solely rest with the Contractor.
 17. That Contractor's authorized representative (Owner/Director/Partner/Manager) shall personally contact Head of the Centre, SAI, NSEC, Salt Lake, Kolkata at least once a month to get a feedback on the services rendered by the Contractor vise-avis corrective action required to make the services more efficient.
 18. In the event of workers deployed by Contractor being on leave/absent, the Contractor shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the Contractor shall make provision for 'leave reserve; Failure on this account shall attract penalty double the wages payable to the Contractor for such absence.
 19. There shall be no employer-employee relationship between SAI and personnels engaged by the contractor. They will for all purposes remain under the employment of the contractor.
 20. The successful bidder/Contractor would have to deposit an amount of Rs. _____ (10% of the cost of work) or Annual Contract of value towards Performance Guarantee through Demand Draft/Pay Order/FDR/Bank Guarantee from a commercial bank in favour of "**SAI Public Account**" within 15 days of awarding of the Contract, which would remain with SAI, NSEC, Kolkata during the Contract period and no interest shall be payable on the said amount. The said amount shall be refunded after two months from the date of completion of the work, subject to

deduction of any outstanding dues etc. The bank Guarantee if furnished for this amount shall be valid up to sixty days from the date of completion of work.

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

30. The contractor shall ensure that its personnel shall not at any time, without the consent of the Department in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the Department and shall not disclose to any information about the affairs of Department. This clause does not apply to the information, which becomes public knowledge.
31. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as when required.
32. If the contractor is a partnership of two or more persons all such persons shall be jointly and severally liable to the Department for the fulfillment of the terms of contract.
33. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim thereof is filed in the office of the Labor Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Department may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable/deductible by the Department from the contractor.
34. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulation, be directed to be paid by the contractor to the Department within seven days. The Department shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
35. Persons engaged by the contractor shall not take part in any **union and association activities**.
36. SAI shall not be responsible for providing residential accommodation to any of the employee of the contractor.
37. SAI shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The department does not recognize any employee employer relationship with any of the workers of the contractor.
38. If as a result of post payment audit, any overpayment is detected in respect of any work done by the contractor or alleged to have done by the agency under the tender, is shall be recovered by the Department from the contractor.
39. The contractor shall provide the copies of relevant record during the period of contract or otherwise even after the contract is over when ever required by the Department etc.

40. The Contractor will be held wholly responsible for any action taken by statutory bodies for violation /non – compilation of any such provision/rule.
41. The Contractor should maintain all the records and documents under various labour laws applicable to Contract labours / personnel and also Shops & Establishment Act/ Rules applicable to his / her establishment and make them available at the SAI at all times. Indicative list of such records is given for example: (a) Register for Workmen, (b) Employment card (to be issued to workers), (c) Muster Roll, (D) Register for wages, (e) Wage slip, (f) OT Register etc.
42. The wages shall be paid to work men without any deduction except those under the payment of Wages Act and Minimum Wages as per Central Government Rules Act.
43. The Contractor should ensure that his workmen are granted Holidays/ Leave with wages as per applicable Act / Rules.
44. The SAI reserves its rights to withhold bills, if the Contractor fails to produce proof for having remitted the ESI/PF dues.
45. The Contractor must get police verification of all his personnel employed at SAI, NSEC, Salt Lake City, Sector- III, Kolkata and submit the report to the Asstt. Director(GAD), SAI, NSEC, Kolkata along with voter IDs, and other valid proof of residence.
46. 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.
47. The Contractor shall execute the assigned work as per the schedule and if the same have not been executed up to the expected level, warning notice shall be issued in this regard. If the situation continues still, penalty will be imposed as per scale tabulated below:-

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

S.No.	Description of irregularities	Penalty
1.	Breach of any of the clause of Scope of works under Section – V, i.e., Work Requirement, Page No.41 to 44.	10% of the total amount of monthly bill will be imposed for the concerned month.

In case default/lapses continue beyond a reasonable time, SAI reserves the right to terminate the contract.

Note:

All tools, equipments, consumables would be provided by the contractor at no extra cost. In case the contractor fails to provide any of equipment tools, shackles & consumables continuously for a period of 15 (fifteen) days SAI 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.

48. 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.
49. Offers with service charges as zero value will be treated as unresponsive.
50. **Disclaimer:** The near relatives of SAI are prohibited from participation in this tender. The near relatives for this purposes are defined as :
- a) Member of a Hindu Undivided Family;
 - b) Their Spouse;
 - c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

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

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

- a) Further to Section II- A (g) Scrutiny & Evaluation of Bids above, the purchaser's evaluation of a tender will include and take into account the following:
 - i) In the case of goods manufactured in India or goods of foreign origin already located in India, Goods and Services Tax, Works Contract Tax etc which will be contractually payable (to the bidder), on the goods and services; and
 - ii) In the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the bidder) on the goods and services.
- b) In exercise of powers conferred in section 11 of the Micro, Small and Medium Enterprises Development (MSMED) 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 subtarget 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 practicing 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.

52. 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.
53. 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 the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between SAI the 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 Director, SAI, NSEC, Salt Lake, Kolkata. The award of the arbitrator will be final and binding on the parties to the Contract.
54. Venue of Arbitration: The venue of arbitration shall be the place from where the Contract has been issued.
55. The Court of Judicature at Kolkata will have the exclusive jurisdiction to try the disputes.
56. The Contract shall be governed by and interpreted in accordance with laws of India for the time being in force.

Note:

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

**SECTION – VII(A)
Contract Agreement
Sports Authority of India (SAI)**

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:
- (iv) Details of Performance Security:
- (v) Warranty Period:
- (vi) Payment terms:

(Signature, name and address of the authority's authorized official)

For and on behalf of Regional Director, Sports Authority of India
Received and accepted this Contract

[Signature with date, name and designation]

For and on behalf of Messers _____
[Name & address of the service provider]
(seal of the service provider)
Date: _____
Place: _____

SECTION – VII (B)

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To
SPORTS AUTHORITY OF INDIA
NETAJI SUBHAS EASTERN CENTRE
SALT LAKE CITY, KOLKATA- 700106

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

Date:[insert date(as day, month and year) on Notification of Award]
and Contract No_____

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

Beneficiary: Sports Authority of India, Netaji Subhas Eastern Centre, Salt Lake City, Sector-III, Kolkata-700106.

PERFORMANCE GUARANTEE No.: [insert Performance guarantee number]

We have been informed that [insert complete name of Service provider] (hereinafter called "the Supplier") has entered into Contract No. (insert number) dated (insert day and month), (insert year) with you, for providing of Horticulture 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.

[Signature of authorized representatives of the Bank and the Supplier]

SECTION – VII (C)

CHECK LIST

[To be filled up by the concerned Firm]

NAME OF BIDDER:

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 135 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 criteria stipulated in Section III (A) of RFP at Sl.No.3?			
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) on BOQ format in CPP Portal?			
7.	Have you furnished PAN No. as allotted by the Income Tax Department of Government of India?			
8.	Have you fully accepted payment terms as per TE document?			
9.	Have you submitted the certificate of incorporation / registration as per Section-III (A), Sl.No.1?			
10.	Have you accepted terms and conditions of TE document?			

(Seal & Signature)

SL. No.	Activity	Yes/No/NA	Page No. in the TE Document	Remarks
11.	Have you furnished documents establishing your eligibility & qualification criteria as per the TE document?			
12.	Have you furnished Average Annual Turnover for 2016-17, 2017-18 & 2018-19 duly certified by chartered accountant bearing their membership no.?			
13.	Have you enclosed the Affidavit as per Section IV (I) of the TE Document on non-judicial stamp paper?			
14.	Have you furnished valid Contract Labour Licence issued by the competent licensing officer for executing such work through contract labour in an establishment?			
15.	Have you furnished Solvency Certificate of Rs.50.00 Lakh issued by the Nationalized bank or Collector?			
16.	Have you furnished undertaking of exclusive ownership of deployed manpower as per Para-13 (xvi) of Section II (ITB)?			
17.	Have you submitted experience certificate as per Sl.No.4 of Section-III (A) Qualification Criteria?			
18.	Have you submitted Disclosure of Code of Integrity as per Sec – IV (H)?			
19.	Have you submitted Disclosure of Conflict of Interest as per Sec – IV (G)?			

N.B.:

1. *All pages of the Tender should be page numbered and indexed.*
2. *The tenderer 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 tendered to go through the TE document to ensure furnishing all required documents in addition to above, if any.*

(Seal & Signature)