

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

Telephone : +91 - 033 - 25692004;

Fax:+91 - 033 - 2335 0526

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

**E-Bidding Document
For
Annual Rate Contract for Hiring of Vehicles**

Bid Reference No.SAI/EC/Tender/Transport/18-19/IFB-05

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PART - 1

BIDDING DOCUMENT

DISCLAIMER

This RFP is being issued by Sports Authority of India (SAI) for procurement of Transport 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

Telephone : +91 – 033 – 25692004; Fax:+91 – 033 – 2335 0526

Website: <http://www.sportsauthorityofindia.nic.in/><http://eprocure.gov.in/eprocure/app>**INVITATION FOR BID (IFB)**

1. Sports Authority of India, NSEC, Salt Lake City, Kolkata invites sealed Bids for hiring of Transport for SAI, NSEC, Salt Lake, Kolkata:-

Sl.No.	Brief Description of Vehicle	Amount of Bid Security
1.	MARUTI SX-4 (AC)	Rs. 18,000.00
2.	INDIGO (AC)	
3.	INNOVA (AC)	
4.	SCORPIO (AC)	
5.	HONDA CITY (AC)	
6.	TATA SUMO (NON AC)	
7.	MARUTI SWIFT DZIRE (AC)	
8.	BUS (40 SEATER Approx.) (AC)	

CRITICAL DATE SHEET

Publication of REF on e-procurement portal of CPP	09.01.2019, 10.00 hrs.
Start date of downloading of document	09.01.2019, 16.00 hrs.
Date and time of pre bid conference*	21.01.2019, 12.30 hrs.
Last date for submission of queries / clarification made during the pre bid conference in writing**	22.01.2019, 12.30 hrs.
Bid submission start date	23.01.2019, 09.00 A.M.
Last Date & Time of uploading / submission of Bids	29.01.2019, 16.00 hrs.
Bid Validity Period	90 days
Opening of Techno-Commercial Bid (Bid 1)	30.01.2019 at 16.00 hrs.
Opening of Price Bid (Bid 2)	To be informed separately

* Conference Hall, SAI, NSEC, Salt Lake, Kolkata – 700 106.

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

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.

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

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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

- 2.1 The Authority has issued this Bidding Documents for hiring of Transport and related services as mentioned in Section – V – "Schedule of Requirements".
- 2.2 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 authority for receipt and opening as well as scrutiny and evaluation of Bids and subsequent placement of Contract.
- 2.3 Before formulating the Bid and submitting the same to the 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 authority, 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 days prior to the prescribed original date of submission of bid.
- (ii) Any clarification issued by SAI in response to query (ies) raised by the prospective bidders shall form an integral part of bid document and it may amount to an amendment of the relevant clause(s) of the bid document.

11. Bid format

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

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 proforma 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) Power of Attorney.
- (v) Documents mentioned in the qualification criteria as per Section III (A).
- (vi) National Electronic Fund Transfer (NEFT Form) as per Section IV- (F) for payment in Indian Rupee.
- (vii) Certificate of Chartered Accountant showing annual turnover for the last three financial years (2015-16, 2016-17 & 2017-18). Copies of Balance Sheet, Profit and Loss Account statement etc need not be enclosed.
- (viii) PAN & Income Tax returns filed for the last three financial years. (2015-16, 2016-17 & 2017-18).
- (ix) Goods & Services Tax Certificate.
- (x) Licence Certificate.
- (xi) Registration No. and Certificates for Shops & Establishment Act of the respective state, if applicable.
- (xii) Latest Solvency of the bidder of Rs.10.00 lakhs issued by his banker.
- (xiii) Declaration that the bidder has not been debarred/blacklisted during the last three financial year.

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 PDF format as per Section IV (C) of bid document.

- (i) The Bidder shall quote for all the components of items specified in the price schedule provided under Section IV (C) with details of the cost per persons required as per Annexure A of Section IV (C). All the columns shown in the price schedule should be filled up as required.
- (ii) The authorized signatory of the bidder must sign the bid, duly stamped at appropriate places with initial on all the remaining pages of the bid. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, SAI may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages No condition shall be attached to the Financial Bid. Conditional bids shall be summarily rejected.
- (iii) It is the responsibility of Bidder to go through the Bidding Document before offering rates as per price schedule.
- (iv) All pages of the Bid should be page numbered and indexed.
- (v) All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/ RTGS System. Bidders are required to fill and attach the NEFT Mandate Form attached as per Section-IV (E) along with their offers, if not already executed in SAI. Notification of Award will not be issued without NEFT Mandate Form

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

- (ii) 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.
- (iii) 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.
- (iv) 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)**.
- (v) 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.

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 (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.
- (ix) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

6. ASSISTANCE TO BIDDERS

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

SECTION - III

QUALIFICATION CRITERIA & PERFORMANCE STATEMENT

(A) QUALIFICATION CRITERIA

Bid Reference No.SAI/EC/Tender/Transport/2018-19/IFB-04

The bidder must satisfy the following eligibility criteria:

S.No.	Criteria	Documentary Evidence Required
1.	The bidder must be a company/firm/sole proprietor registered in India for the last five years as on the bid submission date.	Enclose copy of certificate of incorporation/registration issued by relevant authority in India.
2.	Bidder must have annual average turnover of Rs. 15.00 Lakhs in last three financial years viz. 2015-16, 2016-17 & 2017-18.	Statutory Auditor's Certificate that provides the information explicitly as per the criteria. Statutory Auditor's Certificate is mandatory. Providing Balance Sheet or Financial Statements is not sufficient for this requirement.
3.	The bidder must have completed satisfactorily one order of providing transport services of at least 80% of the estimated cost, i.e., Rs.9.00 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 bidders should not have been debarred/blacklisted by any state/central government/PSUs.	Enclose blacklisting declaration in the format given in Section IV (I)
5.	The bidder should have a valid GST No. or should have registered under GST.	Enclose copy of GST registration certificate.

SECTION- III

(B) PROFORMA FOR PERFORMANCE STATEMENT

[For the period of atleast last three (03) years]

Bid Reference No. : _____

Date of Opening : _____

Name and address of the Bidder : _____

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

(Signature and seal of the Bidder)

Note:

1. Authority reserves the right to ask the bidder to furnish Order copies and satisfactory Authority Certificate in respect of above.

SECTION – III

(C) 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 & Performance Statement) read with pre-qualification stipulated in Clause 13 of Section II (ITB) of the tender documents.
4. Technical bids of only those bidders who have submitted Bid Security as per terms of NIT will be opened.
5. The successful bidder will be the one who emerges LI against individual type of vehicle 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).

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 transport / vehicles at SAI, NSEC, Salt Lake, Kolkata 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 Transport 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)

(C) PRICE SCHEDULE

A. Rates for Hiring Vehicle (AC) on Daily basis

S.N.	Name of Vehicle	Local Use			Out station trip		
		Minimum charge (3 hrs/ 30 Km)	Rate for 8 hrs/ 80 Km	Rate for extra hours	Rate for extra Km	Rate per Km for long distances beyond 120 km	Drivers for night halt
1.	MARUTI SX-4						
2.	INDIGO						
3.	INNOVA						
4.	SCORPIO						
5.	HONDA CITY						
6.	TATA SUMO (NON AC)						
7.	MARUTI SWIFT DZIRE						
8.	BUS (APPROX. 40 SEATERS)						

Place:

Dated:

Signature:

Name and address of authorized signatory

Mobile No:-

B. Rates for hiring vehicles on monthly basis (MARUTI SX 4) (AC)

SI No	Description of Item	Period of contract	Rate	Rate quoted
A	Providing and operating charges for light motor vehicle (MARUTI SX-4 AC) including driver, fuel, lubricants etc. (Rate for one month use up to 2000 km per month)	1 Year	Per month	

Details of additional charges

B	Rate per kilometer (for over normal item 'A' above, that is for more than 2000 km in a month)	1 year	Per KM	
C	Extra rate for operating extra time beyond normal duty hours (i.e. 12 hours)	1 year	Per hour	
D	Driver for outstation night halt	1 year	Per night halt	

Place:

Dated:

Signature:

Name and address of authorized signatory

Mobile No:-

C. Rates for hiring vehicles on monthly basis (INDIGO AC)

SI No	Description of Item	Period of contract	Rate	Rate quoted
A	Providing and operating charges for light motor vehicle (INDIGO AC) including driver, fuel, lubricants etc. (Rate for one month use up to 2000 km per month)	1 Year	Per month	

Details of additional charges

B	Rate per kilometer (for over normal item 'A' above, that is for more than 2000 km in a month)	1 year	Per KM	
C	Extra rate for operating extra time beyond normal duty hours (i.e. 12 hours)	1 year	Per hour	
D	Driver for outstation night halt	1 year	Per night halt	

Place:

Dated:

Signature:

Name and address of authorized signatory

Mobile No :-

D. Rates for hiring vehicles on monthly basis (INNOVA AC)

SI No	Description of Item	Period of contract	Rate	Rate quoted
A	Providing and operating charges for light motor vehicle (INNOVA AC) including driver, fuel, lubricants etc. (Rate for one month use up to 2000 km per month)	1 Year	Per month	

Details of additional charges

B	Rate per kilometer (for over normal item 'A' above, that is for more than 2000 km in a month)	1 year	Per KM	
C	Extra rate for operating extra time beyond normal duty hours (i.e. 12 hours)	1 year	Per hour	
D	Driver for outstation night halt	1 year	Per night halt	

Place:

Dated:

Signature:

Name and address of authorized signatory

Mobile No :-

E. Rates for hiring vehicles on monthly basis (SCORPIO AC)

Sl No	Description of Item	Period of contract	Rate	Rate quoted
A	Providing and operating charges for light motor vehicle (SCORPIO AC) including driver, fuel, lubricants etc.(Rate for one month use up to 2000 km per month)	1 Year	Per month	

Details of additional charges

B	Rate per kilometer (for over normal item 'A' above, that is for more than 2000 km in a month)	1 year	Per KM	
C	Extra rate for operating extra time beyond normal duty hours (i.e. 12 hours)	1 year	Per hour	
D	Driver for outstation night halt	1 year	Per night halt	

Place:

Dated:

Signature:

Name and address of authorized signatory

Mobile No :-

F. Rates for hiring vehicles on monthly basis (HONDA CITY AC)

SI No	Description of Item	Period of contract	Rate	Rate quoted
A	Providing and operating charges for light motor vehicle (HONDA CITY AC) including driver, fuel, lubricants etc.(Rate for one month use up to 2000 km per month	1 Year	Per month	

Details of additional charges

B	Rate per kilometer (for over normal item 'A' above, that is for more than 2000 km in a month)	1 year	Per KM	
C	Extra rate for operating extra time beyond normal duty hours (i.e. 12 hours)	1 year	Per hour	
D	Driver for outstation night halt	1 year	Per night halt	

Place:

Dated:

Signature:

Name and address of authorized signatory

Mobile No :-

G. Rates for hiring vehicles on monthly basis (TATA SUMO) (NON-AC)

SI No	Description of Item	Period of contract	Rate	Rate quoted
A	Providing and operating charges for light motor vehicle (TATA SUMO NON-AC) including driver, fuel, lubricants etc.(Rate for one month use up to 2000 km per month)	1 Year	Per month	

Details of additional charges

B	Rate per kilometer (for over normal item 'A' above, that is for more than 2000 km in a month)	1 year	Per KM	
C	Extra rate for operating extra time beyond normal duty hours (i.e. 12 hours)	1 year	Per hour	
D	Driver for outstation night halt	1 year	Per night halt	

Place:

Dated:

Signature:

Name and address of authorized signatory

Mobile No :-

H. Rates for hiring vehicles on monthly basis (MARUTI SWIFT DZIRE AC)

SI No	Description of Item	Period of contract	Rate	Rate quoted
A	Providing and operating charges for light motor vehicle (MARUTI SWIFT DZIRE AC.) including driver, fuel, lubricants etc.(Rate for one month use up to 2000 km per month)	1 Year	Per month	

Details of additional charges

B	Rate per kilometer (for over normal item 'A' above, that is for more than 2000 km in a month)	1 year	Per KM	
C	Extra rate for operating extra time beyond normal duty hours (i.e. 12 hours)	1 year	Per hour	
D	Driver for outstation night halt	1 year	Per night halt	

Place:

Dated:

Signature:

Name and address of authorized signatory

Mobile No :-

I. Rates for hiring vehicles on monthly basis (BUS 40 SEATER APPROX.) (AC)

SI No	Description of Item	Period of contract	Rate	Rate quoted
A	Providing and operating charges for light motor vehicle (AC BUS 40 Seater Approx.) including driver, fuel, lubricants etc.(Rate for one month use up to 2000 km per month)	1 Year	Per month	

Details of additional charges

B	Rate per kilometer (for over normal item 'A' above, that is for more than 2000 km in a month)	1 year	Per KM	
C	Extra rate for operating extra time beyond normal duty hours (i.e. 12 hours)	1 year	Per hour	
D	Driver for outstation night halt	1 year	Per night halt	

Place:

Dated:

Signature:

Name and address of authorized signatory

Mobile No :-

L. Rates for hiring of vehicles for pick-up & drop to & fro Airport

Sl No.			Rate (Rs.)
1.	MARUTI SX-4	AC	
2.	INDIGO	AC	
3.	INNOVA	AC	
4.	SCORPIO	AC	
5.	HONDA CITY	AC	
6.	TATA SUMO	NON AC	
7.	MARUTI SWIFT DZIRE	AC	
8.	BUS (APPROX. 40 SEATERS)	AC	

Place:

Dated:

Signature:

Name and address of authorized signatory

Mobile No :-

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 INTEGRTY

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

SUPPLY REQUIREMENTS

SECTION - V

STATEMENT OF REQUIREMENTS OF TRANSPORT ON HIRING BASIS

Part I:

Sl No.	Brief description of Transport require on hiring basis.	Remarks if any
1.	MARUTI SX-4	AC
2.	INDIGO	AC
3.	INNOVA	AC
4.	SCORPIO	AC
5.	HONDA CITY	AC
6.	TATA SUMO	NON AC
7.	MARUTI SWIFT DZIRE	AC
8.	BUS (40 SEATER Approx.)	AC

Part II:: Authority Details:

- i) Director, Sports Authority of India, Netaji Subhas Eastern Centre, Salt Lake, Kolkata 700106.
- ii) Telephone No. 033-2335-1722
- iii) Fax No. 033-2335-0526
- iv) E. mail ID saieccal@rediffmail.com

SECTION-VI

TECHNICAL SPECIFICATIONS

SECTION - VI

TECHNICAL SPECIFICATIONS

Sl No.	Brief description of Transport require on hiring basis.	Remarks if any
1.	MARUTI SX-4	AC
2.	INDIGO	AC
3.	INNOVA	AC
4.	SCORPIO	AC
5.	HONDA CITY	AC
6.	TATA SUMO	NON AC
7.	MARUTI SWIFT DZIRE	AC
8.	BUS (40 SEATER Approx.)	AC

Note :- Vehicles shall not be older than 2 (two) years. There should not be any kind of scratches on the body of the vehicle. Seats of the vehicles should be cleaned, well covered and well shaped.

Vehicle shall be insured with passenger (copy may be attached).

Vehicle commercial licence (copy may be attached).

PART - 3
CONTRACT

SECTION - VII

GENERAL CONDITIONS OF CONTRACT (GCC)

1. TERMS AND CONDITIONS:

- 1.1. The envelope containing the tender should be super scribed "TENDER FOR HIRING VEHICLE" on the top left hand corner, which should also show the name and Full address of the party at the bottom left hand corner.
- 1.2. The timing for operation of the vehicle shall be normally 12 hours per day. However, timing may extend as per requirement.
- 1.3. The vehicle should be made available at SAI, NSEC, Salt Lake City, Kolkata, and retained in the campus throughout the contract period.
- 1.4. The rate quoted shall be inclusive of all taxes (which includes road taxes, parking etc.), wages of driver, all fuels, lubricants etc. No extra claim on this account will be entertained.
- 1.5. The charges for outstation trips will be calculated on per kilometer basis. (Except for monthly basis Cars).
- 1.6. Incomplete and or conditional quotation is liable to be rejected. However, the vendors may quote their rates as per their convenience against each/ selective vehicles.
- 1.7. The vehicle provided should be technically sound and satisfactory to the authorities and having certificate of fitness issued by West Bengal Transport Department, Govt. of West Bengal.
- 1.8. Repairs if any shall be borne by the agency and the department will not be responsible for any repairs/damages.
- 1.9. The vehicle shall not be older than 2 (two) years.
- 1.10. The agency holds responsibility of the medically fit, well behavior, good character, efficient driving and cleaned formal uniform of the driver operates the vehicle having minimum knowledge of Bengali, Hindi & English languages.
- 1.11. The vehicle should have the All India permit.
- 1.12. An agreement in stamp paper worth Rs.100/- is to be executed by the successful bidder with the Director, SAI NSEC agreeing to various stipulated terms and conditions in this regard.
- 1.13. The Director, SAI, NSEC reserve the right to reject or accept any or all the quotation without assigning any reason thereof. With regard to the interpretation of the terms and conditions given above, the decision of the Director will be final and binding on both the parties.

- 1.14. The contract executed shall also be liable to be terminated in case of violation of any of the clauses stipulated above during the time of contract without giving any further notice or time.
- 1.15. The successful bidder required to provide any other vehicle as and when required on a reasonable rate.
- 1.16. The owner of the vehicle shall produce all relevant documents pertaining to vehicle as per M.V act justifying road worthiness and the license of driver.
- 1.17. The fine for the following will be imposed as under:-
 - (a) If Driver changes ... Rs.250/- (Rupees two hundred fifty only) (on each occurrence).
 - (b) In case of late reporting ... Rs.500/- (Rupees five hundred only) (on each occurrence).
 - (c) In case no vehicle appears ... Rs.1,000/- (Rupees one thousand only) (on each occurrence).
- 1.18. Chargeable distance from the garage to SAI Complex shall not be more than 5 KM in each way.

2. Terms and Mode of Payment

2.1 Payment Terms

- (i) Payment will be made monthly basis on receipt of the bill with supporting documents duly signed by the users of the vehicles.
- 2.2 The service provider shall not claim any interest on payments under the Contract.
- 2.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the Service provider at rates as notified from time to time.
- 2.4 The service provider shall send its claim for payment in writing, when contractually due, along with relevant documents etc. duly signed with date, to the Authority.
- 2.5 The Office will make no advance payments. All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/RTGS systems as per the NEFT Mandate Form attached as per Section-IV (E).

3. Delay in the service provider's performance.

- 3.1 The service provider shall perform the services under the Contract within the time schedule specified by the Authority.
- 3.2 Subject to the provision of Force Majeure under GCC clause 6, any unexcused delay by the service provider in maintaining its Contractual obligations towards performance of services shall render the service provider liable to any or all of the following sanctions:
 - (i) Forfeiture of its Performance Security and
 - (ii) Termination of the Contract for default.

4. Termination for default

- 4.1 The authority, without prejudice to any other Contractual rights and remedies available to it (the authority), may, by written notice of default sent to the service provider, terminate the Contract in whole or in part, if the service provider fails to deliver in time or fails to perform any other Contractual obligation(s) within the time period specified in the Contract.
- 4.2 Unless otherwise instructed by the authority, the service provider shall continue to perform the Contract to the extent not terminated.

5. Termination for insolvency

If the service provider becomes bankrupt or otherwise insolvent, the authority reserves the right to terminate the Contract at any time, by serving written notice to the service provider without any compensation, whatsoever, to the service provider, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the authority.

6. Force Majeure

- 6.1 Notwithstanding the provisions contained in GCC clauses 4 and 5 the service provider shall not be liable for imposition of any such sanction so long the delay and/or failure of the service provider in fulfilling its obligations under the Contract is the result of an event of Force Majeure.
- 6.2 For purposes of this clause, Force Majeure means an event beyond the control of the service provider and not involving the service provider's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non - performance or delay in performance. Such events may include, but are not restricted to, acts of the authority either in its sovereign or Contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and embargoes.
- 6.3 If a Force Majeure situation arises, the service provider shall promptly notify the authority in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the authority in writing, the service provider shall continue to perform its obligations under the Contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 6.4 If the performance in whole or in part or any obligation under this Contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the Contract without any financial repercussion on either side.
- 6.5 In case due to a Force Majeure event the authority is unable to fulfill its Contractual commitment and responsibility, the authority will notify the service provider accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

7. Termination for convenience

- 7.1 The authority reserves the right to terminate the Contract, in whole or in part for its (authority's) convenience, by serving written notice on the service provider at any time during the currency of the Contract. The notice shall specify that the termination is for the convenience of the authority. The notice shall also indicate inter-alia, the extent to which the service provider's performance under the Contract is terminated, and the date with effect from which such termination will become effective.
- 7.2 The services which are complete and ready in terms of the Contract for performance within thirty days after the service provider's receipt of the notice of termination shall be accepted by the authority the Contract terms, conditions and prices.

8. Resolution of disputes.

- 8.1 If dispute or difference of any kind shall arise between the authority and the service provider in connection with or relating to the Contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 8.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the authority or the service provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of dispute or difference arising between the Authority / Authority and a Service provider 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 **Regional Head, SAI, NSEC, Kolkata**. The award of the arbitrator will be final and binding on the parties to the Contract.
- 8.3 Venue of Arbitration: The venue of arbitration shall be the place from where the Contract has been issued, i.e., Kolkata
- 8.4 The Court of Kolkata will have exclusive jurisdiction to try the disputes.

9. Applicable Law

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

10. Driver details:

- 1) Name : _____
- 2) Address : _____
- 3) Aadhar No. : _____
- 4) Driving Licence No : _____
- 5) Police Verification Report of the Driver : _____
- 6) Any judicial case pending in any court, if yes details : _____
- 7) Well dressed & proper behavior : _____
- 8) Voter Card No. : _____

SECTION - VIII
(A) CONTRACT AGREEMENT
CONTRACT FORM FOR HIRING OF TRANSPORT
SPORTS AUTHORITY OF INDIA
NETAJI SUBHAS EASTERN CENTRE
SALT LAKE CITY, KOLKATA- 700106

Contract No _____ dated _____
This is in continuation to this office's Notification of Award No _____ dated _____

1. Name & address of the Service provider: _____
2. Authorities Bidding Document No _____ dated _____ and subsequent Amendment No _____ dated _____ (if any), issued by the authority.
3. Service provider's Bid No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the service provider and the Authority 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 contract:
 - (i) General Conditions of Contract;
 - (ii) Schedule of Requirements;
 - (iii) Technical Specifications;
 - (iv) Bid Form furnished by the service provider;
 - (v) Price Schedule(s) furnished by the service provider in its Bid;
 - (vi) Authorities Notification of Award
5. Any other additional services pertaining transport and cost thereof: _____
Total value (in figure) _____ (in words) _____
 - (i) Delivery schedules:
 - (ii) Details of Performance Security:
 - (iii) Authority:
 - (iv) Payment terms:

(Signature, name and address of the
authority's authorized official)
For and on behalf of 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 - VIII

(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 transport on hiring basis (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 Service provider, 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 Service provider 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 Service provider]

**Bid Reference No.SAI/EC/Tender/Transport/2018-19/IFB-05
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.	Have you furnished EMD/Bid Security as per Clause 13 (i) of Section – II, Instruction to Bidders (ITB)?			
2.	Have you enclosed duly filled Tender form as per TE Document?			
3.	Have you submitted dully filled up “Bid Submission Form” as per Section – IV (A)?			
4.	Have you enclosed power of attorney in favour of signatory as per Section-IV (B)?			
5.	Have you furnished NEFT Form as per Section – IV (E)?			
6.	Have you submitted letter of authorization for attending bid opening meeting as per Section – IV(F)?			
7.	Have you submitted certificate of “Disclosure of Conflict of Interest” as per Section – IV (G)?			
8.	Have you furnished certificate of “Disclosure of Code of Integrity” as per Section – IV of (H)?			
9.	Have you furnished “Affidavit / Undertaking” as per Section – IV (I)?			
10.	Have you kept validity of 90 days from the Techno Commercial Tender opening date as per TE Document?			
11.	Have you furnished “Performance Statement” as per proforma at Section – III (B)?			
12.	Have you submitted Licence Certificate?			
13.	Have you furnished partnership deed etc. as per as per Clause 13 (iii) of Section – II (ITB)?			

(Seal & Signature)

SL. No.	Activity	Yes/No/NA	Page No. in the TE Document	Remarks
14.	Have you furnished documents mentioned in the qualification criteria as per Section – III(A)?			
15.	Have you furnished Annual Turn Over of Rs.15.00 Lakh per annum for last three years prior the date of tender opening duly certified by CA bearing their membership No.?			
16.	Have you furnished PAN issued by Income Tax Department, Govt. of India & I.T. Assessment for last 3 years?			
17.	Have you furnished GST certificate?			
18.	Have you furnished Registration No. & Certificate for Shop & Establishment Act of the respective state, if applicable?			
19.	Have you furnished Solvency Certificate of Rs.10.00 Lakh issued by the Nationalized bank or Collector?			
20.	Have you accepted terms & conditions of TE Document?			
21.	Have you fully accepted payment terms as per TE Document?			
22.	Have you signed with seal all the pages of tender documents containing terms & conditions of the tender, papers & documents?			

N.B.

1. All pages of the Tender should be page numbered and indexed.
2. The bidder may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may filled up as NA.
3. It is responsibility of bidder to go through the TE document to ensure furnishing all required documents in addition to above, if any.

(Signature with date)

(Full name, designation & address of the person duly authorized sign on behalf of the bidder)

**For and on behalf of
(Name, address and stamp of the tendering firm)**