



**E-Bidding Document for  
Washing & Dry Cleaning of Linen Items of  
STC, COEx, NAA, Judo Academy & NCC**

**at**

**SPORTS AUTHORITY OF INDIA, UDHAV DAS MEHTA (BHAIJI),  
CENTRAL REGIONAL CENTRE, GRAM GORA, BISHENKHERI, POST - SURAJ NAGAR,  
BHOPAL (MADHYA PRADESH) PIN- 462044**

**Telephone: 0755- 2696930, 2970823**  
Websites: <http://sportsauthorityofindia.nic.in> &  
<http://saicrc.in>

**Bid Reference No. 106/SAI/RDCC/Linen/2018-19**

# DISCLAIMER

This RFP is being issued by Sports Authority of India (SAI) for procurement of Service for Washing & Dry Cleaning on such terms and conditions and Scope of Work 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.

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**SECTION I**  
**INVITATION FOR BID (IFB)**

- 1) Sports Authority of India, Central Regional Centre, Bhopal (SAI/Purchaser), for and on behalf of the Competent Authority, Sports Authority of India, invites online bids (**manual bids shall not be accepted**) in single stage on two bid system for procurement of following service mentioned below:-

<b>Bid Reference No. 106/SAI/RDCC/Linen/2018-19</b>	
<b>Brief Description of Goods</b>	<b>Amount of Bid Security</b>
<b>Washing &amp; Dry-Cleaning of Linen Items of STC, COEx, NAA, Judo Academy &amp; NCC at SAI CRC Bhopal for the year 2018-19</b>	<b>Rs.20,000/-</b>

Scanned copy of Bid Security is to be uploaded online and Hard copy of the same must be sent to the Office of Director Incharge, Sports Authority of India, Central Regional Centre, Bhopal on or before Bid Submission Date & Time as mentioned in Critical Date Sheet.

**CRITICAL DATE SHEET**

Publication of the Tender Document	04:01.2019 (12:00 Noon)
Downloading of Bid Document Start Date	04.01.2019 (01:00 PM)
Downloading of Bid Document End Date	14.01.2019 (04:00 PM)
Bid Submission Start Date	04.01.2019 (01:00 PM)
Bid Submission End Date	14.01.2019 (04:00 PM)
Clarification Start Date	04.01.2019 (01:00 PM)
Clarification End Date	10.01.2019 (06:00 PM)
<b>Bid Opening Date</b>	<b>15.01.2019 (04:00 PM)</b>

2. Bidder may also download the Bidding Documents from the web site- [www.sportsauthorityofindia.nic.in](http://www.sportsauthorityofindia.nic.in) [www.saicrc.in](http://www.saicrc.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 should be uploaded online before the closing date and time as indicated in the critical date sheet above on CPP Portal <http://eprocure.gov.in/eprocure/app>.
3. Bids shall be submitted online only at CPP website: <http://eprocure.gov.in/eprocure/app> Tenderers/Bidders are advised to follow the instructions provided in the **Instructions to the Bidder** for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>
4. Tenderer who has downloaded the tender from the Central Public Procurement Portal (CPP) website <http://eprocure.gov.in/eprocure/app> and SAI website [www.sportsauthorityofindia.nic.in](http://www.sportsauthorityofindia.nic.in) shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with SAI.

5. Intending tenderers are advised to visit Again CPP website <http://eprocure.gov.in/eprocure/app> and SAI website [www.sportsauthorityofindia.nic.in](http://www.sportsauthorityofindia.nic.in) at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

6. **Manual bid will not be accepted.**

**(Rajinder Singh)**  
**Director Incharge**  
**SAI CRC Bhopal**

**SECTION – II (A)**  
**INSTRUCTIONS TO BIDDERS (ITB)**

**(a) PREAMBLE**

**1. Introduction**

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

**2 Language of Bid**

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

**3 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 purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.

**4 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 and/or country of manufacture and supply. On such matters, the purchaser shall not entertain any request from the bidders.

**(b) BIDDING DOCUMENTS**

**5 Content of Bidding Documents**

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

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

## **6 Amendment(s) to Bid Documents**

- 6.1 At any time prior to the deadline for submission of bid, the Purchaser 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.
- 6.2 Such an amendment to the bid document will be uploaded on SAI website: [www.sportsauthorityofindia.nic.in](http://www.sportsauthorityofindia.nic.in) and Central Public Procurement (CPP) Portal of Government of India i.e. [www.eprocure.gov.in](http://www.eprocure.gov.in) only.
- 6.3 Prospective bidders are advised in their own interest to visit website of Sports Authority of India (SAI) and CPP Portal for any amendment etc. before submitting their bids.
- 6.4 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.

## **7 Modifications/withdrawal of bids**

- 7.1 The bidder, after submitting the bid, is permitted to submit alterations/modifications to the bid, so long such alterations/ modifications are received duly sealed and marked like original bid, up-to the date and time of submission of bid. Any amendment/modification submitted after the prescribed date and time of receipt of bids is not to be considered.
- 7.2 The bidder may modify or withdraw his bid after submission, provided that a written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

## **8 Clarification of Bid Documents**

- 8.1 A bidder requiring any clarification or elucidation on any issue in respect of the bid document may take up the same with the Purchaser in writing. The Purchaser will respond in writing to such request provided the same is received (by the Purchaser) not later than 15 days prior to the prescribed original date of submission of bid.
- 8.2 Any clarification issued by Purchaser 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.

## **9 Bid format**

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

### **(c) PREPARATION OF BIDS**

## **10 Documents comprising the bid**

The bid prepared by the Bidder shall comprise the components detailed in Clause 11 & 12 of ITB (Technical and Financial Bid). The Bids not conforming to the requirements as stated in the said clauses shall be summarily rejected. SAI's decision in this regard shall be final, conclusive and binding on all the Bidder(s).

## **11 Technical Bid:**

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

- 11.1 **Bid Security:** Bid Security is to be furnished in accordance with clause 16 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.
- 11.2 Self-attested ID proof, address proof, Pan Card and a recent passport size colored photograph of authorized representative.
- 11.3 Certificate of Incorporation/ Registration Certificate of the firm / Company/Agency.
- 11.4 Registration Certificate of Partnership Company, duly registered copy of partnership deal/MOA of the company.
- 11.5 Documents mentioned in the qualification criteria as per **Section III (A)**.
- 11.6 Performance Statement as performa in **Section III-B**.
- 11.7 National Electronic Fund Transfer (NEFT Form) as per **Section IV- (F)** for payment in Indian Rupee.
- 11.8 Certificate of Chartered Accountant showing annual turnover of **Rs.3 Lakh** for the last three financial years. Copies of Balance Sheet, Profit and Loss Account statement etc need not be enclosed.
- 11.9 Income Tax returns filed for the last three Assessment years.
- 11.10 Goods & Services Tax Registration Certificate, if applicable
- 11.11 Valid PAN.
- 11.12 The bidder should not be debarred/blacklisted during the last three financial years. (Undertaking thereof)
- 11.13 Any other important/mandatory document.

**Note:-**

- i) 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.*
  - ii) 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 item(s), in addition to attracting penal provisions of the agreement.*
  - iii) The bidders shall execute necessary instrument and documents required by SAI/purchaser in relation to the bidding documents and shall adhere to all notification/amendments as may be issued by the purchaser from time to time. All costs (including taxes, stamp duties and registration charges if any shall be borne by the bidders).*
  - iv) The Technical bid shall not include any financial information. Such a bid shall be summarily rejected.*
- 12 **Financial Bid:** - This should be uploaded online in the prescribed PDF format as per **Section IV (C)** of bid document.

- 12.1 The bidder shall quote the price (service charge) inclusive of all taxes, duties, Transportation, Packing and all other incidentals excluding GST\*. The basic unit price shall be indicated individually against all the items. The bidder shall quote rates for all the items given in the schedule (Section IV- C). If the bidder does not quote rate for any of the items given in the Schedule, the offer will not be considered, being unresponsive. The offer shall be in Indian Rupees only.
- 12.2 Bidder shall quote only one price (service charge) for each item. If more than one price is quoted, the lowest unit rate quoted by the bidder will be considered for evaluation.
- 12.3 The unit price shown in the financial bid will be inclusive of all taxes, duties, Transportation, Packing and all other incidentals excluding GST\*. GST\* will be quoted in separate column of price schedule. Statutory variations in GST\*, if any, shall be reimbursed against the proof of payment to the statutory authority during the period from the date of the tender to the date of acceptance of the tender (that is placement of the contract) and during the original/extended delivery period of the contract.
- 12.4 The authorized signatory of the bidder must sign the bid, duly stamped at appropriate places with initial on all the pages of the bid including Addendum if any issued.
- 12.5 No condition shall be attached to the Financial Bid. Conditional bids shall be summarily rejected.
- 12.6 The bid of a bidder, who does not fulfill any of the above requirements and /or gives evasive information /reply against any such requirement, shall be liable to be ignored and rejected.

### **13 Firm Price**

The prices (service charge) quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account except statutory variation if any.

### **14 Alternative Bids are not allowed.**

### **15 Documents establishing bidder's eligibility and qualifications**

- 15.1 The bidder shall furnish, as part of its bid, relevant details and documents establishing its qualifications to perform the contract.
- 15.2 The documentary evidence needed to establish the bidder's qualifications:
- 15.3 In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the bidders, the bidder shall list out the same in a chart form without ambiguity and provide the same along with its tender.
- 15.4 If a bidder furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

## 16 Bid Security/Earnest Money Deposit (EMD)

- 16.1 **EMD/ Bid Security::** Bidder should furnish an EMD of an amount of **Rs.20,000/- (Rupees twenty thousand only)** in the shape of **Demand Draft** from a Commercial Bank in India drawn in favour of **“Regional Director, Sports, Authority of India”** payable at **Bhopal**. This EMD should be submitted in sealed envelope superscribed as EMD & Tender No. **“106/SAI/Linen/2018-19 dated 4<sup>th</sup> January, 2019”** on or before last date & time of submission of bids. In the absence of EMD/Exemption Certificate, the tender will be rejected. In the event of the awardee bidder backing out, EMD of that bidder will be forfeited.
- 16.2 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.

**The envelope of having EMD should reach to the Office of Regional Director, Sports Authority of India, Central Regional Centre, Gram Gora, Bishenkheri, Post Suraj Nagar, Bhopal, Madhya Pradesh Pin-462044 on or before last date & time of submission of bid , i.e. on or before 04:00 pm, 14<sup>th</sup> January, 2019.**

- 16.3 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 225 days from the date of opening of the Technical Bid.
- 16.4 Unsuccessful bidders' Bid Security will be returned to them without any interest, after expiry of the bid validity period, but not later than thirty days after conclusion of the resultant contract. Successful bidder's bid security will be returned without any interest, after receipt of Performance Security from him as called for in the contract.
- 16.5 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 Purchaser. 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.

## 17 Bid Validity

- 17.1 The bid shall remain valid for acceptance for a period of 180 days after the date of bid opening, prescribed in the bid document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.
- 17.2 In exceptional circumstances, Purchaser 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.
- 17.3 In case, the day up to which the bids are to remain valid falls on a holiday or on a day declared as holiday or closed day for the Purchaser, the bid validity shall automatically be extended up to the next working day.

## 18 **Signing of bids**

- 18.1 The bid shall be duly signed at the appropriate places as indicated in the bid document and also in all other pages of the bid. The bid 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 person signing the bid shall initial the same. The letter of authorization shall be in the format placed at Section-IV E, which shall also be furnished along with the bid.
- 18.2 Bid shall either be typed in indelible ink and the same shall be signed by the bidder or by a person who has been duly authorized to bind the bidder to the contract and uploaded in PDF format.

### **(D) SUBMISSION OF BIDS**

## 19 **Submission of Bids**

- 19.1 Bids should be submitted on line as per the instructions given for online submission under Section II (B).
- 19.2 Bids must be received by the Purchaser not later than the date and time prescribed in the bid document.
- 19.3 Purchaser, at his discretion, may extend the deadline for submission of bids by amending the bid document in accordance with clause 6 of **ITB**. In that case, all rights and obligations of the Purchaser and the bidders would automatically stand extended.
- 19.4 Submission of more than one bid by the same bidder shall entail him for disqualification from participating in the bid process.

### **(E) BID OPENING**

## 20 **Opening of Bids**

- 20.1 The Purchaser 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.
- 20.2 In case the specified date of bid opening falls on a holiday or is subsequently declared a holiday or closed day for the Purchaser, the bids will be opened at the appointed time and place on the next working day.
- 20.3 Authorized representatives of the bidders, who have submitted bids on time may attend the bid opening provided they bring with them letters of authority from the corresponding bidders. Letter of authority for attending the bid opening meeting should be in the format placed at **Section IV (E)**.
- 20.4 Two – bid system as mentioned in Para 10 above will be as follows:-
- 20.5 **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 Purchaser 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. Thereafter, in the second stage, the **Financial Bids** of only the technically acceptable bids / offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical Bid. The prices, special discount if any offered etc., as deemed fit by bid opening official(s) will also be read out.

## **(f) SCRUTINY AND EVALUATION OF BIDS**

### **21 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.

### **22 Scrutiny of Bids**

22.1 The Purchaser will examine the Bids to determine whether they are complete, whether the documents have been properly signed, stamped and whether the Bids are generally in order.

22.2 Prior to the evaluation of Price Bids, the Purchaser will determine the substantial responsiveness of each Bid to the Bidding Document. For purposes of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents including Technical Specifications without material deviations. However the Purchaser may waive minor deviation and /or minor irregularity and/or minor nonconformity in the Bid,

22.3 If a Bid is not substantially responsive, it will be rejected by the Purchaser.

22.4 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) Service offered are not meeting the tender enquiry specification.
- g) 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.
- h) Poor/ unsatisfactory past performance.
- i) Bidder has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
- j) Bidder has not complied with the requirement of Clauses of ITB.

### **23 Minor infirmity/irregularity/Non-conformity**

If during the preliminary examination, the purchaser find any minor infirmity and/ or irregularity and/ or non-conformity in a tender, the purchaser will convey its observation on such 'minor' issues to the bidder by E-mail/CPPP Portal 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.

### **24 Qualification Criteria**

Bids of the Bidders, who do not meet the required Qualification Criteria prescribed in Clause 10 of Section II A read with Section III, will be treated as non - responsive and will not be considered further.

## 25 **Comparison of Bids and Award Criteria.**

- 25.1 The comparison of the techno commercially responsive Bids for ranking purpose shall be carried out on Free Delivery at Consignee Site basis.
- 25.2 The contract may be awarded to the **LOWEST RESPONSIVE BIDDER** who meets the laid down Qualification Criteria and submits the required Bid documents and accept the terms & conditions.
- 25.3 The Purchaser reserves the right to give the price preference/ purchase 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.

## 26 **Contacting the Purchaser**

- 26.1 From the time of submission of tender to the time of awarding the contract, if a BIDDER needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.
- 26.2 In case a bidder attempts to influence the purchaser in the purchaser'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 purchaser.

### **(g) AWARD OF CONTRACT**

## 27 **The Purchaser's Right to accept any tender and to reject any or all tenders**

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

## 28 **Notification of Award**

- 28.1 The bidder whose bid has been accepted will be notified of the award by the Purchaser prior to the expiry of the bid validity period.
- 28.2 Before expiry of the bid validity period, the Purchaser will notify the successful bidder in writing, by E-mail / speed post that its bid for items, which have been selected by the Purchaser, has been accepted; also briefly indicating there-in, that the essential details like description, quantity of the items, and delivery period, and prices have been accepted. The successful bidder must furnish to the Purchaser the required Performance Security within **14 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 6 under **Section VI**.
- 28.3 The Letter of Award (LoA) will state the sum that the Purchaser will pay to the successful bidder in consideration of the items to be supplied by him.
- 28.4 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.
- 28.5 Notification of Award shall constitute the conclusion of the Contract.

**29 Issue of Contract**

29.1 Promptly after notification of award, the Purchaser will mail the Contract Agreement as per **Section VII (A)**, duly completed and signed, in duplicate, to the successful bidder by E-mail / speed post.

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

**30 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 **“Section-V “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.

**31 Annulment of Award**

Failure of the successful bidder to comply with the requirement of signing an agreement with the Purchaser and furnishing Performance Security as per clause 2 of **Section VI** shall constitute sufficient ground for annulment of the award and forfeiture of bid security.

**32 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.

**33 Disqualification**

Purchaser reserves the right to disqualify the bidder for a suitable period who fails to supply the items in time. Further, the bidder(s) whose items do not perform satisfactorily in accordance with the specifications may also be disqualified for a suitable period by the Purchaser.

**34 Non-receipt of Performance Security and Contract by the Purchaser**

Failure of the successful Bidder in providing Performance Security and / or returning contract copy duly signed in terms of ITB shall make the Bidder liable for forfeiture of its bid security and, also, for further actions by the Purchaser against it as per the clause of GCC – Termination of default in Section-VI and other administrative actions as deemed fit by the purchaser

**35 Corrupt or fraudulent practices**

- (i) It is required by all concerned namely the Consignee/Bidder/ Supplier to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser:-
  - 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 for a stated period of time, to be awarded a contract by the Purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or in executing the contract

c) The Purchaser reserves the right not to conclude the contract and in case contract has been issued, terminate the same, if found to be obtained by any misrepresentation, concealment and suppression of material facts by the bidder. In addition, Bid Security/ Performance Security (as the case may be) deposited by the bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment and suppression of material facts shall be initiated.

**This is to certify that I/We before signing this tender I/we have read carefully and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.**

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

Name of Firm Address

## **SECTION-II (B)**

### **Instructions for Online Bid Submission**

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>.

#### **A. REGISTRATION**

- (i) Bidders are required to enrol 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.

#### **B. 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.

### **C. 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.

### **D. 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 indicated 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 of 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.

#### **E. 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**

**Bid Reference No. 106/SAI/RDCC/Linen/2018-19**

**Dated:** \_\_\_\_\_

The bidder must satisfy the following eligibility criteria

<b>Sl. No.</b>	<b>Criteria</b>	<b>Documentary Evidence</b>
1.	The bidder must be a company/firm/sole proprietor registered in India	Enclose copy of certificate of incorporation/ registration issued by relevant authority in India.
2.	Bidder must have annual average turnover of Rs.3 Lakh Lakh in last three financial years viz <u>2015-16, 2016-17 &amp; 2017-18.</u>	Statutory Auditor's Certificate that provides the information explicitly as per the criteria. Statutory Auditor's Certificate is mandatory. Providing Balance
3.	Income Tax Return for the three Assessment years	The relevant Documents be enclosed.
4.	3 years experience of laundry work in state/central government/PSUs/Government Recognized Academies/National Federation/Stadia/Training Centre	The requisite work order (s) must be submitted
5.	The bidders should not have been debarred/blacklisted during the last 3 Years by and state/central government/PSUs/Government Recognized Academies/National Federation/Stadia/Training Centre	Enclose blacklisting declaration in the format given in Section IV (J)
6.	The bidder should have a valid GST No. or should have registered under GST. If applicable	Enclose copy of GST registration certificate.
7.	PAN No.	The relevant Documents be enclosed.

**SECTION - III (B)**  
**PROFORMA FOR PERFORMANCE STATEMENT**  
**(For the period of last three years)**

Bid Reference No. : \_\_\_\_\_

Date of opening : \_\_\_\_\_

Name and address of the bidder : \_\_\_\_\_

Name and address of the manufacturer : \_\_\_\_\_

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

(Signature and seal of the bidder)

**Note:**

- Purchaser reserves the right to ask the manufacturer as well as the bidder to furnish copies of orders and satisfactory Consignee Certificate(s) in respect of above.*

**SECTION-IV**  
**(A) BID SUBMISSION FORM**

Date\_\_\_\_\_

To  
The Director Incharge  
Sports Authority of India  
Central Regional Centre,  
Gram Gora, Bhopal -462044

**Ref.: Your Bidding Document No. \_\_\_\_\_ dated \_\_\_\_\_**

Sir,

We, the undersigned have gone through the above mentioned Bidding Document, including amendment/corrigendum no. \_\_\_\_\_, dated \_\_\_\_\_ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver\_\_\_\_\_ (*Description of goods and services*) to the purchasers named in the schedule in conformity with your above referred document at the rates 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 02 of Section-VI for due performance of the Contract.

3. We agree to keep our Bid valid for acceptance for 180 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.

4. We further confirm that, upon conclusion of formal Contract on us, the supply orders placed on us by the designated Purchaser against the Contract shall constitute a binding contract between us and the Purchaser.

5. We undertake that we have not supplied the required items at a price lower than the price quoted for these items by us.

6. We fully agree to abide by all terms and conditions of General Conditions of Contract/Special Condition of Contract as per Section-VI.

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

8. We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

9. 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 of the manufacturers]

**Section IV- (C)**

**Financial Bid**

**Bid Reference No. 106/SAI/RDCC/Linen/2018-19**

<b>S. N.</b>	<b>Name of Item</b>	<b>Basic Rate (Service Charge) per unit (Inclusive of all charges, delivery &amp; except GST) in Rs.</b>	<b>GST</b>	<b>Total</b>
<b>Washing</b>				
1.	Bed Cover (Single)			
2.	Bed sheet (Single)			
3.	Bed sheet (Double)			
4.	Pillow Cover			
5.	Bath Towel			
6.	Car Seat Cover			
7.	Door Curtain			
8.	Window Curtain			
<b>Dry-Cleaning</b>				
1.	Carpets			
2.	Sofa set (Tapasty) 5 Seater			
3.	Sofa set (Tapasty) 3 Seater			
4.	Revolving Chair (Tapasty)			
5.	Blanket (Single)			
6.	Blanket (Double)			

I have read all the Terms and Conditions of the Tender Document and I fully agree with them. I will abide by the Terms and Conditions, of the Tender Document.

Bidder Name .....

Firm Name.....

Firm Address.....

.....

Date .....

**Signature of the bidder with designation  
& firm seal**

**SECTION - IV  
(D) NEFT MANDATE FORM**

From: M/s.

Date:

To  
The Director Incharge  
Sports Authority of India  
Central Regional Centre,  
Gram Gora, Bhopal -462044

**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**

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

[Signature with date, name and designation]

For and on behalf of Messrs\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**SECTION - IV**  
**(E) LETTER OF AUTHORISATION FOR ATTENDING BID OPENING MEETING**

Tender No. -----

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

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

Order of Preference	Name	Specimen Signature
1.		
2.		

Alternate Representative

Signatures of bidder

Or

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

**Note:**

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

## SECTION IV

### (F) 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 the bidder) NAME &

ADDRESS OF THE  
BIDDER

*NOTE: To be submitted on non-judicial stamp paper of Rs. 100/- duly certified by Public Notary*

## **SECTION - V**

### **SCOPE OF WORK**

Bidder must assess the work/business before submission of his bids.

**Site Visit:** Bidders are advised to visit and acquaint themselves with the service where such services are required and its operational requirements. The cost of such visit shall be borne by the Bidder. It shall be deemed that the bidder has undertaken a visit to the **SAI CRC Bhopal** and is aware of its operational conditions prior to submission of bid documents

The service procedure should be equipped with modern, automatic laundry equipment to wash linen like bed-sheets, pillow covers, towels, Curtain, Blanket table cloth bed cover of varying sizes, car seat covers, etc, of various sizes.. The supervisor & the staff are required to have a thorough knowledge of all the steps of washing, ironing, folding, and distribution of linen.

#### 1) **Collection of linen:-**

- a) The agency will collect dirty linen from hostels/office/guest house and exchange clean linen with dirty linen with the respective hostels/office/guest house.
- b) A receipt of dry linen will be given by the agency to the SAI CRC Bhopal staff. The record copy of the receipt will be signed by the staff & will be used for payment purpose.
- c) The timing of collection of Linen should be twice in week or depending on the quantum of Linen as per the need of the SAI CRC Bhopal.
- d) The provision of appropriate manpower, material supplies required for performing the tasks/processes of the Washing/dry-cleaning Services shall be borne by the Contractor and other necessary appliances required for competing the Job shall also be arranged by the Contractor.
- e) The soiled/washed linen shall be collected/delivered respectively, by the contractor at the prescribed time from all the concerned departments under proper acknowledgment in duplicate(one copy for the concerned department and the other copy for laundry records).
- f) Contractors Staff is required to maintain a proper log of all the linen incoming and outgoing on required basis separately for each Department etc, and is required to generate a monthly report. The contractor's staff should be able to identify linen of each hostels separately.

#### 2) **Detergent/washing material and equipment to be used:-**

- a) The contractor will use its own washing machine and other laundry equipment for general wash.
- b) The linen items should be washed using only ISI marked soaps/detergents/washing material, all stains removed using good quality stain removers, wherever applicable optical brightening agents are applied, wherever applicable starch is applied, dried properly, pressed without any wrinkles, folded neatly before delivery of the same.
- c) At any stage in the washing/dry-cleaning process, the Contractor is liable for replacement of the damaged Linen with new one of same quality and quantity.
- d) Washing and Ironing should be clean & neat Un-cleaned linen will be sent back for re-washing without any additional charges.

- e) If the quality of the washed linen items are not found to be complying with the stipulations made above, the same shall be rewashed and will also be treated as a violation of terms and conditions and the cost equal to the extent of rewashing will not be paid.

3) **Quality of washing of linen and its ironing:**

The contractor shall ensure that the quality of washing of linen & its ironing is to be the entire satisfaction of the Officer In-charge from where the clothes are collected.

4) **Infected linen:-**

The infected linen will be collected separately and disinfected by submerging it in the disinfectant solution before washing.

5) **Loss/Damage to the linen:-**

Any loss/damage to the linen during working process will be indemnified by the contractor, who shall be liable to pay at the rate of existing book value of the lost/damaged items or penalty shall be charged as present value of Linen items in first instance and value of Linen+Rs.500/- on subsequent instances.

6) **Determination of quality of work/ service:-**

The decision of the Institute with regard to the determining the quality of work/ Services done by the contractor shall be final and acceptable to the contractor. The contractor shall therefore rectify the defect so pointed out without any extra payment. In case of failure the Competent Authority of SAI CRC Bhopal reserves the right to get the work/service so rejected, done from some other source at the risk and cost of the contractor. The expenditure so incurred shall be recovered from the pending bills of the contractor or any other outstanding dues or by all parts of the security/other deposits as he may think proper.

7) **Penalty:-**

The contractor shall be responsible for smooth functioning of laundry services and In the event of substandard wash or unsatisfactory service a penalty of Rs 500/- per event will be imposed and recovered from contractor's bills for unsatisfactory performance of work, and supplying of wet linen etc.

The Contractor shall have to return the washed Linen within three days from receipt of the Linen to the department failing which Rs.1000/- fine for first instance and Rs.2000/- on subsequent instances shall be levied as penalty. The decision of Competent Authority of SAI CRC Bhopal will be final in this regard.

8) **Identification:-**

The contractor shall supply complete information about the persons deployed by him regularly i. e. names, fathers name, age residential address, and permanent address, telephone/mobile no. etc. In case of any change in deployment, he shall also inform the office immediately. The contractor shall also issue identity cards to his employees for their identification and they shall be duly bound to display the identity cards at the time of duty.

9) **Supervisory control:-**

The persons so deployed by the contractor for washing of linen shall be under the overall control and supervision of the contractor and the contractor shall be liable for payment of their wages etc. and all other dues in time i.e. latest by 7<sup>th</sup> Of the following month, which the contractor is liable to pay under the various labour laws/ Regulations and other statutory provisions. The Competent Authority of SAI CRC Bhopal shall absolved of all such liabilities and the contractor shall bear such liabilities, at its own level. The contractor shall take all reasonable precautions to prevent any unlawful act or disorderly conduct of his employees so deployed and for the preservation of peace and protection of persons and property of the SAI CRC Bhopal.

- 10) The Contractor shall engage the Laundry Staff above the age of 18 years. For any complaint of misbehavior and misconduct of the employees, the responsibility shall be of the Contractor.
- 11) The contractor is solely responsible for any loss, damage, discoloration, bleeding of colours, fading of prints, wear and tear, etc., caused due to use of inappropriate washing steps /cycles / chemicals / detergents, etc., OR poor quality chemicals & detergents OR inappropriate handling, mixing of colored & white linen, etc., and the cost of the same will be recovered from the payment due to him in first instance and may also be adjusted against the security deposit.
- 12) Ensure there are no extraneous items among soiled laundry, linen and textiles prior to placing in collection bags.
- 13) Staff need to be aware of sharps when placing soiled laundry, linen and textiles in bags  
The complete job of collecting of dirty linen from earmarked places to supply of washed linen to earmarked places of the hospitals / Hospitalities shall be carried out by the contractor.
- 14) Loading / unloading of soiled linen will be done by the Contractor.
- 15) Counting of linen must be done in the presence of respective staff of the SAI CRC Bhopal
- 16) In case of any emergency contractor will carry out the laundry service at SAI CRC Bhopal with required permission.

**SECTION-VI**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**

1. The contract will be initially for a **period of one year** commencing from the date mentioned in the Notification of Award, However, in normal circumstances the Agreement is terminable by giving 30 days notice in writing by either party to the agreement.
2. The successful bidder/contractor would have to deposit an amount of 5% of the cost of work of Annual contract of value towards Performance Security through Demand Draft from a commercial bank in favour of “**Regional Director, Sports Authority of India**” within 10 days of awarding of the contract, 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.

**3. Prices**

Prices (Service charge) to be charged by the contractor for service of items in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its bid and incorporated in the contract.

**4. Taxes and Duties**

Supplier shall be entirely responsible for all taxes, duties, levies etc. incurred until delivery of the contracted items to the Purchaser. Only statutory variations on finished product if stipulated in contract shall be allowed to the extent of actual payment by the supplier.

**5. Terms and Mode of Payment**

Payment Terms Payment shall be made in Indian Rupees as specified in the contract in the following manner: Hundred percent (100%) payment of the contract price subject to recoveries/liquidated damages/shortages etc., if any, shall be paid on receipt of items in good condition.

The supplier shall not claim any interest on payments under the contract. 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 Supplier at rates as notified from time to time.

6. The Contractor shall be the sole and principle employer of the staff and labour employed by them and shall be solely responsible for observing and complying with all employment regulations, labour laws including contract labour (Regulation & Abolition) Act) as applicable from time to time and other terms and conditions as laid down in this regard from time to time by the Govt. of India.
7. The contractor shall bear all expenses regarding uniforms, preparation of their Identity card, compensations, wages and allowances (DA), PF, ESI, Bonus and Gratuity as applicable relating to personnel engaged by him and abide by the provisions of various labour legislations including weekly off and working hours.
8. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
9. Income Tax, TDS as per rules shall be deducted from the bills of the contractor as per applicable laws.

10. The contractor will be held wholly responsible for any action taken by statutory bodies for violation/non-compilation of any such provision/rule.
11. The Contract shall be governed by and interpreted in accordance with the laws of India
12. In case of any dispute between the employees and successful bidder, SAI will have no responsibility and shall not be responsible for any compensation in any form to such employment to any of such employees during the currency of and/or after the expiry of this agreement.
13. The agency will submit the bill for the service to the office of SAI, CRC, Bhopal by the 2<sup>nd</sup> of every month for proceeding month after verification by the officer deputed by him for the same. The payment of the bill be made by 6<sup>th</sup> to 8<sup>th</sup> of each month as far as possible through e-transfer in favour of the agency if services are found satisfactory and all required documents are enclosed.
14. The successful tendered shall be responsible for fulfilling all the statutory provisions of all the labour laws of the Union as well as the State and to payable mandatory dues to Govt. like EPF, ESI, GST and TDS etc. will be deducted while passing bills.
15. 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 contractor shall specifically ensure compliance of various Labor Laws/Acts. Including but not limited to with the following and their enactments/ amendments/notifications.
  - a) The payment of wages Act, 1936
  - b) The Employee Provident Fund Act, 1952
  - c) The Factory Act , 1948
  - d) The Contract Labor (Regulation) Act, 1970
  - e) The Payment of Bonus Act, 1965
  - f) The 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
16. The Contractor shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by the contractor. The SAI CRC Bhopal shall have no liability in this regard.
17. The contract workers deployed by the contractor shall have the required experience. In case of non-compliance/non-performance of the services according to the terms of the contract, the SAI shall be at liberty to make suitable deductions (ranging from 2% to 10%) from the bill without prejudice to its right under other provisions of the contract.
18. Income Tax TDS as per rules shall be deducted from the bills of the contractor as per applicable laws.
19. In case of failure to comply with the above statutory Rules, Acts, the First Party shall have the right to impose the penalty or cancel the contract.
20. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.

21. 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.
22. The SAI reserves its rights to withhold bills, if the contractor fails to produce proof for depositing GST.
23. **Penalties:** The penalties will be imposed on violation of terms and conditions of agreement as per the list given below:

In case it is found that work has not been done as per agreement by the contractor or otherwise found unsatisfactory there will be deduction of **5% on first occasion, 10% on second occasion and 15%** on the third occasion out of monthly payment, which will be without prejudice to the right of the SAI. SAI reserves the right to terminate the contract or imposition of penalty as deemed fit for unsatisfactory services.

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.

#### 24. **Resolution of disputes**

If dispute or difference of any kind shall arise between the Purchaser and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

25. **Arbitration:** In event of any dispute or difference between parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Director General, Sports Authority of India, New Delhi. The provisions of Arbitration and Conciliation Act, 1996 (No. 26 of 1996) shall be applicable to the arbitration under this clause. The procedure and fee of the arbitrators shall be in accordance with the prevalent procedure and policies of SAI.

Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Bhopal only.

The Courts of Bhopal will have the exclusive jurisdiction to try the disputes.

#### 26. **Applicable Law**

27. The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force. Non-Assignment The Supplier shall not assign and/or transfer any of its rights and obligations under this Agreement without the written consent of the Purchaser Notices- Any notices shall be served on following Address: Purchaser- Supplier- Nothing in this Agreement will be deemed to neither constitute a partnership between the parties nor constitute either party as the agent of other party for any purpose whatsoever. Delay in exercising or non-exercise of any right is not a waiver of this right. Any amendment of this Agreement will not be binding on the Parties unless set out in writing, expressed to amend this Agreement and signed by the authorized representatives of each of the Parties.

**SECTION – VII (A)**  
**CONTRACT AGREEMENT**  
**SPORTS AUTHORITY OF INDIA,**

Contract No \_\_\_\_\_ Dated \_\_\_\_\_

**This is in continuation to this office's Notification of Award of Contract No \_\_\_\_\_ dated \_\_\_\_\_**

1. Name & address of the Supplier (Contract holder):  
\_\_\_\_\_
2. Purchaser's Bidding Document No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent Amendment No \_\_\_\_\_, dated \_\_\_\_\_ (if any), issued by the purchaser.
3. Supplier'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 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) Purchaser's Notification of Award of Rate Contract
5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

**(i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:**

Schedule No.	Name of Item	Price (Service charge) per unit (inclusive of all charges)	GST	Total

Any other additional services (if applicable) and cost thereof: \_\_\_\_\_

- (ii) Contract valid upto:**
- (iii) Prices:**
- (iv) Details of Performance Security:**
- (v) Payment terms:**

\_\_\_\_\_  
 (Signature, name and address of the purchaser's authorized official) For and on behalf of Director General Sports Authority of India

Received and accepted this Rate Contract

\_\_\_\_\_  
 [Signature with date, name and designation]

for and on behalf of Messrs \_\_\_\_\_

[Name & address of the manufacturers]

\_\_\_\_\_  
 (Seal of the supplier) Date: \_\_

Place: \_\_\_\_\_

**SECTION - VII (B)**  
**CHECKLIST**

<b>S. NO.</b>	<b>Activity</b>	<b>Yes/No/NA</b>	<b>Page No. in the TE Document</b>	<b>Remarks</b>
1.	Have you enclosed EMD of required amount for the quoted schedules?			
2.a.	Have you enclosed duly filled Tender Form as per format in Section IV (C)?			
b.	Have you enclosed power of attorney/board resolution in favor of signatory?			
3.	Are you a SSI unit/MSE/Make in India, if yes have you enclosed certificate of registration issued by Directorate of Industries/NSIC/any other documents issued by respective authority.			
4.a.	Have you enclosed clause-by- clause technical compliance statement for the quoted goods vis-à-vis the Technical specification?			
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviation?			
5.a.	Have you submitted satisfactory performance certificate as per the perform for performance statement in Section III (B) of TE document in respect of all orders?			
b.	Have you submitted copy of the order (s) and end user certificate?			

7.	Have you submitted prices of service etc. in the price schedule as per Section IV (C)?			
8.	Have you kept validity of _ days from the Techno Commercial Tender Opening date as per the TE Document?			
9.	Have you furnished Income Tax Account No. as allotted by the Income Tax Department?			
10.	Have you intimated the name and full address of your Banker (s) along with your account Number			
11.	Have you fully accepted payment terms as per TE document?			
12.	Have you fully accepted delivery period as per TE Document?			
13.	Have you submitted the certificate of incorporation?			
15.	Have you accepted terms and conditions of TE document?			
16.	Have you furnished documents establishing your eligibility & qualification criteria as per the TE document?			
17.	Have you enclosed the Affidavit as per Section IV (J) of the TE Document?			

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 be filled up as NA.
3. It is the responsibility of the tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any.