

NOTICE INVITING REQUEST FOR PROPOSAL (RFP)

SPORTS AUTHORITY OF INDIA

Tender No. 01-20005/4/2023-HO - ES Division

Sports Authority of India invites requests for proposal from Five (5) Star Classified Hotels located in and around 15 KMS radius from SAI Head office located at Jawaharlal Nehru Stadium (JNS) for the services mentioned below:

Name of Service: Empanelment of Five Star Classified Hotels located in and around 15 KMS radius from SAI Head office located at Jawaharlal Nehru Stadium (JNS) to provide accommodation to Players/Participants, Guests and Officials of SAI.

Bid Downloading Schedule: Tender documents can be downloaded from CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule given in CRITICAL DATE SHEET as under:

CRITICAL DATE SHEET:

Published Date	15.06.2023
Bid Document Download / Sale Start Date	15.06.2023
Clarification Start Date	15.06.2023
Pre-Bid Meeting Date	22.06.2023 at 11:30 AM Zoom Link: https://us06web.zoom.us/j/81403616991?pwd=_RVF5YlV4SGVXTlVDRkZxcFJQdi96QT09 Meeting ID: 814 0361 6991 Passcode: 12345 Queries, if any may be submitted through e-mail at es-sai@gov.in / esdivisionsai@yahoo.in with Subject as “ Queries on TENDER NO: dated while sending your queries to
Clarification End Date	22.06.2023 till 6:00 PM
Bid Submission Start Date	27.06.2023 from 1:00 PM
Bid Submission End Date	10.07.2023 till 1:00PM
Technical Bid Opening Date	11.07.2023 at 1:00PM

Duration of Empanelment	Two years extendable by one more year
EMD	50,000
Security Deposit	1,00,000

1. Bid Submission:

Interested parties shall submit their proposal through online only at CPPP website: <https://eprocure.gov.in/eprocure/app> Tenderer/Bidder are advised to follow the instructions provided under the heading “Instructions to Bidder for Online Bid Submission” in **Annexure M** for online submission of bids.

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

Not more than one tender shall be submitted by one bidder or bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e., when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

Tenderer who has downloaded the tender from Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> shall **not alter/modify the tender in any manner**. In case if the same is found to be altered/ 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.

Intending tenderers are **advised to visit CPPP website** <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.

2. Earnest Money Deposit (EMD):

- 2.1. The bidder shall furnish Bid Security for an amount of Rs.50,000/-. The Bid Security is required to protect the Purchaser against the risk of the bidder’s unwarranted conduct at the time of submission of his/her/their bid. Non-submission of Bid Security will be considered as major deviation and bid will not be considered.
- 2.2. 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. for getting the exemption from furnishing Bid Security for the present tender.
- 2.3. The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as along with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders/resellers/distributors/ authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs.
- 2.4. 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 [Annexure I](#)),
 - e) NEFT transfer to ““Secretary SAI, Union Bank of India Account No: 108510011000101, IFSC No. UBIN0810851.(Bidder has to upload challan/proof along with Bid in CPPP Portal)
 - f) Valid Insurance Surety Bonds

- 2.5. The Demand Draft, Fixed Deposit Receipt, Banker's Cheque, Insurance Surety Bonds or Bank Guarantee shall be drawn on any Commercial Bank in India, in favour of the "**Secretary, Sports Authority of India**", payable at **New Delhi**. In case of Bank Guarantee, the same is to be obtained from any commercial bank in India as per the format specified under **Annexure I** of the Bid Document.
- 2.6. 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.
- 2.7. The Earnest Money is required to protect the purchaser against the risk of the bidder's conduct during the whole process, 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/are incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful bidder's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.
- 2.8. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid or is breach of any condition of the tender documents 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 Intent/ Notification of Award (NoA), its Bid Security/EMD will be forfeited.
- 2.9. If the bidder has submitted EMD in any other form except NEFT Transfer, then the Bidders must send EMD (hard copy) to **DD-ES**, Room, No. 115, 1st Floor, Sports Authority of India, JN Stadium, New Delhi – 110003 to reach on or before the last date and time of submission or up to any other extension provided by SAI. (In case of online payment, no need to submit physical copy of EMD payment, online transaction summary may be uploaded along with Technical Bid)

No hard copies of the bid or any documents in any form, except the EMD amount shall be accepted by SAI as part of this bidding process.

3. Release of EMD:

EMD of unsuccessful Bidders shall be returned within 30 days after publishing the technical evaluation result. EMD of successfully Empaneled Bidder shall be returned after receipt of the security deposit.

4. Submission of Tender:

The proposal with Pre-qualification documents as per Chapter-1 and Technical documents as per Chapter-2 shall be submitted through online mode at CPPP portal only. The offers submitted by Fax/email shall not be considered. No correspondence will be entertained in this matter from any participant to the said process.

Each page of this tender documents shall be signed and sealed by the bidder. All the terms and conditions mentioned herein must be strictly adhered to by all the Bidders.

Chapter-1
Part I: Pre-qualification Bid

The bidders have to conform to the following requirements to pre-qualify.

Sr.	Description	Document to be uploaded
1	The bidder shall be legal entity as per GOI regulations and laws of the land (Joint venture shall not be allowed) and should have been in the business of offering hospitality services for a minimum period of 3 years as on 31st March 2023. Registration certificate, Trade License, Business license or any other statutory license required to operate as hotel in India	Registration Certificate by Municipal Corporation or equal authority or Dealership/Distributorship certificate with address and issued by OEM Certificate / license from Municipality / Corporation to show that the establishment is registered as a hotel
2	The facility being offered to SAI must be a Five Star Hotel certified by HRACC, Ministry of Tourism, Govt. of India.	self-attested Copy of certification from HRACC, Ministry of Tourism, Government of India need to be uploaded.
3	The average annual turnover of the firm in last three consecutive financial years as on 31.03.2023 (For FY 2020-21, 2021-22 and 2022- 23) shall be minimum Rs.5 crore . In case audited details for FY 2022-23 are not available, then turnover of FY 2019-20 shall be considered	Please upload Chartered Accountant's certificate. (SAI may ask for audited P&L accountstatements also if required). Annexure –L
4	The facility being offered to SAI for hosting the participants should have 150+ rooms (5 Star), Multi cuisine Fine dining restaurants and Specialty restaurant with a minimum seating capacity for 50 PAX at a time and Conference /Meeting rooms with capacity to accommodate 70+ participants in cluster arrangements.	Please upload Single Page self-certified document as per Annexure – B, C, D (Bidder response requirements)
5	The Facility must be within easy reach of SAI Campus – within 15 kms from SAI campus as per the Google map	Please upload relevant documentary evidence / complete Address proof. And mention distance to SAI.
6	The Bidder should not be banned or blacklisted by any government organisation / Govt. financial institution / Court / PSU / Central Government / State Government as on the Bid Due Date.	Undertaking signed by the authorized signatory that the Bidder has not been debarred not be banned or blacklisted by any government organization / Govt. financial institution / Court / PSU / Central Government / State Government as on the Bid due date.
7	EMD (Earnest Money Deposit)	EMD payment detail for Rs. 50,000

Note: Only those bids who meet the above-mentioned minimum criteria will be considered for evaluation of Part-II- Technical bid. Submission of false information would lead to rejection of empanelment and bidder is liable to be banned from doing business with SAI.

Other Documents to be submitted as apart of Technical bid for technical evaluation are as under:

1. Self-attested GSTIN (Registration certificate)
2. Self-attested PAN card Copy
3. **Annexure-H** - Tender acceptance letter
4. Copy of Valid Fire Safety License from Fire Department
5. Copy Valid Health License from Concerned Authorities. Clearance certificate from Municipal Health Officer/Sanitary Inspector (Health NOC)
6. Copy of Valid permit from the Police Department
7. Copy of Valid Food Safety License from FSSAI
8. Names of your Important clients/Customers in Government/PSU/ Banks/ multinationals for whom you have carried out similar job in tabulated format as given below. (Additional sheet may be used for information) (Workorder, letter of empanelment to be provided)

S.No.	Name of the Customer

Chapter-2

Part II: Technical Bid

The bidders are requested to prepare their own technical proposal. The technical bid shall contain all the relevant information which forms part of the technical bid. All the above information should be organized in logically structured form and submitted as technical bid with an index. Bidder is free to add any information that can help in assessing the technical quality of the solutions proposed and which touches upon the parameters/attributes for technical assessment.

The information provided in the technical bid will be used for understanding and assessing/evaluating the quality of services being proposed by the bidder.

Technical evaluation will depend on the information provided herein. Technical bid score, out of 100, will be arrived based on the following Parameters/Attributes/Dimensions:

Technical Evaluation of 5 Star Classified Hotels shall be as follows,

Sl. No	Parameters/Attributes/Dimensions	Score calculation	Max. Score
1. Experience in similar class of work / services: The bidder must have successfully executed / completed during the last five years from the last date of submission for any Govt./ PSU/ Autonomous Body/ Local Body/ any reputed organization for			
A	One service of Rs. 20,00,000 (Total Invoice amount exclusive of tax)	15	15
B	Two services of Rs.15,00,000 each (Total Invoice amount exclusive of tax)	10	
C	Three services of Rs.10,00,000 each (Total Invoice amount exclusive of tax)	5	
2. Number of Fine Dining Multi Cuisine Restaurants / Specialty Restaurant / Coffee Shop at the Hotel			
Number of operational Restaurants with a capacity to accommodate a minimum of 50 PAX at a time			10
A	Two or More	10	
B	Only One	5	
3. Conference Hall / Break Out Rooms / Meeting Rooms to accommodate participants in Cluster Style with Chairs and tables.			
A	Hall / Room with Capacity of more than 80	10	10
B	Hall / Room with Capacity of 70-80 Participant	5	
4. Number of rooms with minimum size of bedroom excluding bathroom in sq. Ft. of 200 and above available with King Size Bed and Twin beds with standard accommodation amenities on Single or Double Occupancy.			
a.	Number of Rooms above 175	10	10
b.	Number of Rooms between 150-175	5	

5. International / National Quality certification / accreditation or Eco-friendly practicesawards			
A	Availability of all three valid certification out of i. international certification/accreditation ii. National Certification iii. eco-friendly practice awards	10	10
B	Availability of any two valid certification out of i. international certification/accreditation ii. National Certification iii. eco-friendly practice awards	8	
C	Availability of any one valid certification out of i. international certification/accreditation ii. National Certification iii. eco-friendly practice awards	5	
6. Availability of Operational Guest services Facilities - Health Fitness Centre / Swimming Pool / Parking Facilities / Business Centre / Banquet Hall (as per part A. of Annexure F)			
a.	Availability of all 5 Facilities	10	10
b.	Shortfall of up to 2	5	
c.	Shortfall of more than 2 facilities	0	
7. Availability of Safety and Security Measures at the Hotel (as per part B. of Annexure F)			
A	Compliance to more than 10 Parameters	10	10
B	Compliance to 8 to up to 10 parameters	5	
C	Compliance to less than 8 parameters	0	
8. Presentation at SAI by the Bidders			
a.	Bidders shall be invited for giving PPT presentation at SAI on Hotel fact sheets, client lists, food and beverage offerings, facilities available, and on the understanding of SAI scope requirements and commitment by the top management	10	10
9. Site Visit*			
Physical visit of hotel premises will be carried out by SAI to check the following for ground validation during the technical evaluation phase. <ul style="list-style-type: none"> • Condition of infrastructure and facilities • Ageing of the property • Renovation if undertaken in the last five years • location accessibility • Hospitality services • Room Amenities available • Security and safety measures at the hotel • Quality and Quantity of food offerings Note: If the property is not found suitable as per the requirements of SAI, the same will not be considered for empanelment and no query in this regard will be entertained.		15	15
Total Marks			100
Minimum Qualifying Mark			60

Note: Bidders getting 60 and above marks will be considered for empanelment with SAI. The decision of SAI will be final and binding to all for interpretation of any ambiguity.

* If during the visit, the hotel property is not found suitable as per the requirements of SAI, the same will not be considered for empanelment and no query in this regard will be entertained irrespective of the marks obtained by the bidder in all other criteria.

Chapter-3

General Terms & Conditions

1. Bid Validity:

Bid submitted by bidder shall remain valid for a period of 180 days from the date of opening of bid. During this period, the bidder shall not be entitled to revoke or vary the content of Bid or any term thereof. In case of making any variation subsequent to submission of bid at their own, the offer/Bid shall be treated as “REJECTED” and the Bidder shall be suspended from being eligible for bidding and EMD shall be forfeited without any reference to the Bidder. The Bidder shall be suspended from being eligible for bidding if the bidder prematurely withdraws his bid or the successful Tenderer fails to take up the Work or fails to deposit the performance guarantee within the time period specified herein.

2. Payment Terms:

- i. No Advance Payment / No retention / No surcharge Charges will be made. Payments will be made within 30 working days after submission of corrected/final copy of the bills.
- ii. Payment must be subjected to deductions of any amount for which the service provider is liable under the tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at source) as per the current Income-Tax Act and /or any other Govt. Orders / rules. The service provider shall be liable for taxes such as GST or any other applicable tax.
- iii. SAI will pay the amount as per the invoice by way of e-transfer/RTGS/NEFT through public financial management system, subject to satisfactory work and other parameters as may be defined by SAI

3. Rejection of Offer:

SAI reserves the right to, at any time and in its absolute discretion the following:

- (i) Accept or reject any or all offers.
- (ii) To permit any bidder to resubmit its shortfall documents.
- (iii) To suspend, discontinue, modify and/or terminate the Tendering process at any time.

Canvassing by the bidders in any form, unsolicited letters or emails may result in suspension of bidder being eligible for bidding from any tender at SAI. SAI reserves the right to accept or reject any or all tenders received by it without assigning any reason what so over. SAI may also withdraw or cancel the tender in part or in full to its sole discretion. SAI also does not bind itself to accept the lowest bid.

4. BIDDERS QUERIES AND RESPONSES THERETO

- 4.1 All enquiries from the Bidders relating to this RFP must be submitted exclusively to the contact person on the email id: esdivisionsai@yahoo.in or es-sai@gov.in .The queries should necessarily be submitted on or before scheduled date and time mentioned in the following format:

To, Sports Authority of India			
BIDDER'S REQUEST FOR CLARIFICATION			
Name of Organization submitting request		Name & position of person submitting request	Full formal address of the organization including phone and email points of contact.
			Tel:
			Email:
Sl. No.	Bidding Document Reference(s) (Clause number/page)	Content of RFP requiring clarification	Points of Clarification required.
1			
2			

4.2 A Bidder requiring any clarification or elucidation on any issue of the Bidding Documents may take up the same with SAI in writing. SAI will respond in writing to such relevant & genuine request in pre-bid conference as per the bid schedule. All enquiries should be sent to SAI through email only. SAI shall not be responsible for ensuring that Bidder's enquiries have been received by them. SAI will endeavor to provide a complete, accurate, and timely response to all questions to all the Bidders. However, SAI makes no representation or warranty as to the completeness or accuracy of any response, nor does SAI undertake to answer all the queries that have been posed by the Bidders. All responses given by SAI will be distributed/mailed to all the Bidders or posted on the online portal/website. Bidder should regularly visit the portal for any updates/corrigendum.

4.3 SAI will host a Pre-Bid Conference (Hybrid/Physical/Virtual), scheduled as per the details in the Bid Schedule. The bidder or its authorised representatives (having valid/proper authorization) may attend the pre-bid conference at their own cost. The purpose of the conference is to provide Bidders with information regarding the RFP and discuss bidder's queries, together with proposed solutions. SAI shall provide each Bidder with an opportunity to seek clarifications regarding any aspect of the RFP during the pre-bid conference. The link shall be provided to the Bidders one hour prior to the scheduled meet if the same will be held in hybrid/virtual mode.

4.4 Within reasonable time period from the Pre-Bid Conference, SAI will issue responses to all of the bidders' written queries, together with any other revised documents (if required).

4.5 Amendments to Bidding Documents:

- i. At any point of time, prior to the deadline for submission of Bids, SAI may, for any reason deemed fit by it, modify the Bidding Documents by issuing suitable amendment(s) to it. Prospective bidders are advised to check the same before submission of bids.
- ii. Such an amendment will be uploaded on SAI Website: <https://sportsauthorityofindia.nic.in>, and CPP Portal of Government of India: www.eprocure.gov.in. Bidders are, therefore, advised to refer to, SAI Website and CPP Portal before submitting bids.

5. Security Deposit :

- a. In order to ensure the due performance during the empanelment period, the empaneled service provider shall, within 14 (Fourteen) days of issuance of empanelment letter, furnish an

irrevocable bank guarantee in the format as provided herein (**Annexure O**) for an amount of Rs 1,00,000 (“Performance Security”) failing which an amount of Rs. 500 per day will be levied on the Bidder. Penalty is for specified period not exceeding further seven days and in case failure continues, the empanelment may be terminated by SAI, EMD will be forfeited and SAI reserve right to debar the bidder from bidding for SAI /SAI RFPs in future for a period of upto two (2) years.

- b. The security deposit in the form of Bank Guarantee or other valid formats like Fixed Deposit/Demand Draft/ Valid Insurance Surety Bonds/ NEFT Transfer shall be drawn from any Commercial/Nationalized Bank drawn in the favour of below account details, payable at New Delhi and is to be deposited in the office at Sports Authority of India (SAI) Gate No 10, JN Stadium New Delhi 110003 and/or intimated to the office through mail.

“Secretary SAI,
Union Bank of India Account No: 108510011000101,
IFSC No. UBIN0810851.

The format for performance security of submitted in form Bank guarantee is attached at **Annexure O**.

- c. The Performance Security shall be valid for a period of 60 (Sixty) days from the date of expiry of empanelment period. The Performance Guarantee shall be revalidated and replenished immediately upon invocation by SAI. It may require revalidation from time to time as the case may be.
- d. All incidental charges whatsoever such as premium and commission with respect to the Performance Security shall be borne by the Service Provider. No interest will be payable on the Performance Security by SAI.
- e. In the event of any failure/any breach or violation on the part of the Service Provider, which is not cured within reasonable time from receiving a written notice of such failure from SAI, to comply with the requirements of the scope of work specified in this RFP, shall constitute.

6. Authorization:

Each page of the bid document submitted by bidder shall be signed sealed by the bidder or its authorized signatory.

7. Conditional Bids:

Conditional bids or Bids based on the process / basic schemes other than mentioned and / or not conforming to the technical specifications / requirements of the Bidding documents will not be considered.

8. Empanelment Period:

The initial empanelment will be for a period of two (2) years, and on satisfactory completion, the empanelment will/may be further extended for a period of one (1) year at the same terms and conditions in this tender upon mutual agreement.

9. Compliance of statutory obligations:

The bidder will be required to comply with all statutory obligations from time to time applicable to this contract. In the event of violation of any contractual or statutory obligations by the bidder,

the bidder shall be fully and solely responsible for the same.

10. Assignment and sub-contracting:

The successful bidder shall not assign, sub-contract or sub-let the whole or any part of the contract in any manner whatsoever during the empanelment period.

11. Inspection by SAI:

SAI reserves the right to visit the facility of the successful bidder for inspection and verification of stated details / facilities before and after commencement of the empanelment with SAI. The empaneled bidder/s should allow SAI representatives to inspect dining and room facilities at periodic intervals or as deemed necessary.

12. Safety and Security:

Empaneled bidder shall abide by the safety code provisions, EHS provisions as per safety code framed from time to time by the government/statutory authorities as per applicable rules.

Looking into the prevailing pandemic situation, the empaneled bidder shall take utmost precautions and shall abide by all the rules & regulations applicable time to time by the government/statutory authorities.

13. Interpretation:

The Special conditions of Contract shall be read in conjunction with all other documents forming part of this contract. Notwithstanding the sub-divisions of the documents into these separate sections, every part of each document shall be deemed to be supplementary to and complimentary of every part and shall be read with and into the contract.

14. Termination of Empanelment:

14.1 SAI may terminate the empanelment by serving written notice of 30 days:

- a. Immediately in case the Bidder/Service Provider is in direct breach of contractual terms and conditions and in the performance of its contractual obligations.
- b. In the event services of the Bidder are not satisfactory or up to the mark.
- c. If the Bidder/Service Provider becomes insolvent or goes into liquidation or receivership, whether compulsory or voluntary, and which has substantial bearing on providing services under the Service Agreement.
- d. If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings in case any arises out of the present contract.
- e. If the Service Provider is determined to have engaged in corrupt or fraudulent practices in competing for or in executing the Service Agreement.
- f. If the Service Provider submits to SAI a false statement which has a material effect on the rights, obligations, or interests of SAI.
- g. Any other reason as deemed fit by SAI.
- h. If the empaneled bidder does not participate in three consecutive price bids.

14.2 The Successful Bidder may terminate the empanelment, by serving a 60 day written notice to SAI, if they reasonably determine and submit that they can no longer provide the Services in accordance with applicable law or professional obligations and in such scenarios, SAI reserves the right to forfeit the Performance Security after due evaluation.

15. Indemnity:

The empaneled bidder shall indemnify and keep indemnified the SAI against all losses and claims for injuries and or damages to any person or property. The empaneled bidder shall abide by and observe all statutory laws and regulations in matters of Labour Law, Factory Act, Explosive Act, servicemen Compensation Act, GST, Royalty, Excise Duty, Octroi, services Contract etc. and shall keep the SAI indemnified against all penalties and liabilities of every kind for breach of any such statute ordinance or law/regulations or by laws. The empaneled bidder shall not employ child labour. Payment to servicers must be according to Minimum wages act. The empaneled bidder acknowledges that monetary damages alone would not be an adequate remedy for any breach of the provisions of this Contract. Accordingly, in addition to all other remedies available at law or in equity or any other relief, which may be available to SAI, SAI shall be entitled to seek equitable relief of any kind including but not limited to injunctive relief and the right to seek specific performance against empaneled bidder. The Empaneled bidder at all times should indemnify SAI against all claims, damages, or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Shops and Establishment Act or any modification thereof or any other law relating thereto, and rules made thereunder from time to time. SAI will not own any responsibility in this regard.

16. Compliance with SAI's rules and regulations:

The Empaneled bidder shall comply with all norms stipulated by the SAI such as Gate Passes, security, maintenance of cleanliness, discipline & decency at and around the work site, safety precautions and safety regulations.

17. Dispute Resolution:

- 17.1 All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions at the first instance. SAI and the Successful bidder shall make every effort to resolve amicably by direct informal negotiation/mediation any disagreement or dispute arising between them under or in connection with the Contract.
- 17.2 If the parties fail to resolve their dispute or difference by such mutual consultation within 30 (thirty) days of its occurrence, then, either SAI, New Delhi or the Successful Bidder may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996, as amended, the rules there under and any statutory modifications or reenactments thereof and the award of such Sole Arbitrator shall be enforceable in Indian Courts only. In the case of a dispute or difference arising between SAI and the Successful Bidder relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to a sole Arbitrator, who shall be appointed by the Parties by mutual consent, failing which any of the party can seek appointment of Arbitrator by approaching the Competent Court(s) having Jurisdiction as per the provisions of the Arbitration & Conciliation Act, 1996 (as amended upto date).. The award of the arbitrator will be final and binding on the parties to the Contract. The fees and the procedure of the Arbitration proceeding shall be in accordance with the Arbitration & Conciliation Act, 1996 (as amended upto date).

17.3 Venue of Arbitration: The Sole Arbitrator shall have its seat in Delhi.

17.4 The Arbitration proceedings will be in English Language.

17.5 Each party shall bear its own cost of preparing and presenting its own case (including all fees and other expenses), unless otherwise awarded by the sole arbitrator.

17.6 The parties shall continue to perform their respective obligations under this contract during the pendency of the Arbitration proceedings except in so far as such obligations are the subject matter of Arbitration proceedings.

18. APPLICABLE LAW

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

19. Jurisdiction:

The Courts of Delhi shall have exclusive jurisdiction over any dispute arising in relation to the RFP and/or the relationship between the Bidder and SAI.

20. Force Majeure:

20.1 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts done in sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, pandemics quarantine restrictions lockdowns and freight embargoes. The Successful Bidder shall not be liable for imposition of any such sanction so long the delay and/or failure of the Successful Bidder in fulfilling its obligations under the contract is the result of an event of Force Majeure.

20.2 If a Force Majeure situation arises, the Successful Bidder shall promptly notify SAI, New Delhi in writing of such conditions and the cause thereof within 7 (seven) days of occurrence of such event. Unless otherwise directed by SAI, New Delhi in writing, the Successful Bidder 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.

20.3 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 60 (sixty) days, SAI may at its option terminate the contract without any financial repercussion on either side.

20.4 In case due to a Force Majeure event SAI, New Delhi is unable to fulfil its contractual commitment and responsibility, SAI, New Delhi will notify the Successful Bidder accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

Chapter-4

Scope of work & Special Terms & Conditions

Note: Bidders must read these conditions carefully and comply strictly while submitting their bids

4.1 About SAI:

Sports Authority of India (SAI), was set up in 1984 to carry forward the legacy of the IXth Asian Games held in New Delhi in 1982 under the Department of Sports. SAI has been entrusted with the twin objectives of promoting sports and achieving sporting excellence at the national and international level. SAI has been entrusted with the twin objectives of promoting sports and achieving sporting excellence at the national and international level.

4.2 Scale of Operation

Annually around 500 participants come for multiple programs/events organized by SAI and/or MYAS, each events varies from minimum 1 to 5 days duration and the total approximate participants / room requirements will be between 45 to 135 for each events. The requirement could also change say a greater number of room nights in one month and a smaller number of room nights in another month. But no minimum guarantee of the requirement of rooms can be provided.

The Scope of Empanelment of Five Star Classified Hotels located in and around New Delhi to provide accommodation to Program Participants, Sports persons, athletes, Guests, Staff and Officials of SAI for special events, functions, to hold felicitation programmes, review meetings, etc. The brief scope of work, but not limited to is detailed as below:

4.3 Brief Scope of Work

1. SAI needs empaneling Five Star Classified Hotels having their facilities located in and around New Delhi city within 15 kms from SAI, HO at J N Stadium, New Delhi to provide accommodation to participants of various events.
2. SAI would like to use the facilities provided by the hospitality partners being empaneled through this tendering process for accommodating the participants and guests of SAI. Given the seniority and stature of the SAI guests, the hospitality partners must provide boarding and lodging facilities at par with international standards.
3. To provide accommodation on Single occupancy (Minimum size of bedroom excluding bathroom in sq.ft. shall be 200 or more for 5 star category in well-appointed deluxe air-conditioned rooms with all premium bedding and linens, amenities and toiletries with replenishment once in a day and inclusive of facilities; effective Safety and Security systems, 24-hours uninterrupted hot water and cold-water service and power supply, Generator and water backup facility, Enhanced work desk lightings, Wi-fi / internet services, coffee / tea maker, daily newspaper, safe locker, Iron and Ironing board and laundry service. SAI may also opt for Double occupancy deluxe rooms. Twin sharing rooms should have two separate beds.
4. Buffet Breakfast, Lunch and Buffet Dinner (Both Veg and Non-Veg) shall be of large multi-cuisine *spread comprising of Indian, Asian, Continental, Oriental, Mediterranean delicacies shall be provided at the fine dining restaurant or at an exclusive designated venue in the hotel.*

5. Conference Hall/ Training Hall:

- i. Broadband and Wi-Fi facility in the Conference hall.
- ii. Conference Hall with desired U or ROUND tables seating arrangements and stage arrangement.
- iii. Uninterrupted Power supply during the event/Session.
- iv. Internet facility (atleast 50 mbps) to hold uninterrupted video conferencing etc
- v. Arrangement of Black Masking Box screen with projection, LCD / LED Projector with Screen or LCD / LED / Plasma 55'for Dias, white Board / Flip Charts, Markers, Podium Microphone, Collar Mike / Cordless mike, Sound System, Splitter, Switcher, Writing Pads & Pen, name plate, Toffees / Mints to be provided by the hotel for the Conference hall as and when required.
- vi. Two (02) Services of tea / coffee with cookies / snacks during the conference with alterations and One (01) Mineral water bottle to each participant during conference.

6. Catering Services in the premises of Hotel:

- i. Catering services in the premises/banquet hall of Hotel as per the requirement of SAI.
- ii. The food serving stalls have to be arranged by the Empaneled bidder as per the instructions provided by SAI. The serving stalls should be equipped to serve hot food. The containers used for serving should have continuous heating facility.
- iii. Buffet stall with necessary arrangements like top cover, three side cloth covering etc to serve the food.
- iv. Complete water used in cooking needs to be done with filtered and hygienic water.
- v. The empaneled bidder have to provision for printed display boards for the food items served during the dinner. In the display boards, vegetarian and non-vegetarian items should be clearly marked with green and red- coloured circles as per prevailing norms.
- vi. Waiters / service staff should be well groomed, shaved and properly dressed up. Good quality photographs of waiters / service staff fully dressed should be provided for technical evaluation.
- vii. Sufficient personnel should be available for cooking, service etc.
- viii. The Empaneled bidder / Hotel will be responsible for safety and security of their personnel and material and SAI will not be responsible for any damage / theft of material of the Empaneled bidder.
- ix. For any emergency situation, the Empaneled bidder will provide solution related to his / her work at no extra cost.
- x. All material used should be of very high quality. Deviations will attract penalty in the form of deductions from the amount payable to the Empaneled bidder.
- xi. In case catering Services in the premises of Empaneled bidder, the Empaneled bidder may be asked to arrange the High Tea/ Lunch / Dinner either in covered area - Banquet Hall or in Party Lawn. No Extra payment shall be done for Venue/ Banquet Hall/ Party Lawn.
- xii. Any non-compliance in the form of deficiency or discrepancy in the quantity and quality of food, other arrangements, service, hygiene and punctuality or non-adherence to any term of the contract will result in imposition of penalty as decided by SAI.
- xiii. The bidder shall provide break out rooms / Meeting / conference rooms with cluster

arrangement depending upon the size of group as per the requirement of SAI in the evening for 5 hours or more. Tea / Coffee maker facility should be in place.

7. The Bidder shall facilitate complimentary late Check Out Rooms for freshen up (wash and change room) for 3-4 hours in the evening on the last day of each program if requested by SAI.
8. **Check In / Check Out:** The check-in time as on or after 12:00 noon and the check-out time from the hotel on or before 14:00hrs. Check Out after 14:00hrs but before 19:00hrs shall be 50% of the contracted room rate during period. Flexibility of check-in/out timing may be considered subject to exigencies. However, the Hotel shall provide facility for Early Check In as on or after 10:00am and Late Check Out till 19:00hrs for at least 5 rooms if required on non-chargeable basis.

4.4 Special Terms and Condition

- 1 All the booking shall be done as per the instruction of SAI.
- 2 The bidder should have Multi cuisine / formal dining restaurants with a minimum seating capacity for 50 PAX at a time, Coffee Shop, Specialty restaurant and technologically supported modern banqueting, conference / board room / break out room facilities integrated with the hotel with capacity to accommodate 100+ in Cluster Style.
- 3 The Hotel accommodation must have the facility to provide first aid and doctor on call for any medical emergencies and other necessary infrastructure safety and security measures as per hotel classification standards.
- 4 The empaneled hospitality partner shall abide by the requisite and applicable laws relating to safety, EHS provisions as per safety code framed from time to time by the government/statutory authorities and shall be responsible for the safety and security of the SAI guests.
- 5 Hospitality partner is expected to maintain absolute integrity, follow a decent standard of business ethics, honor all aspects of fair-trade practices in all their dealing and do nothing unbecoming of an empaneled vendor.
- 6 Empaneled hotel partner, shall have to promptly reply to all the enquiries on time, execute orders as per the order terms of SAI.
- 7 SAI does not guarantee to give any minimum / maximum value of business / number of rooms to be booked to the empaneled hotel/s in a particular empaneled year and / or any extension thereof
- 8 The empaneled partners should provide a minimum of 750 room nights in the whole year and should accept all the room requirements at the agreed contracted rates with all the inclusions at the request of SAI. The room requirement may, however, vary and SAI cannot give any guarantee in this respect. Strictly No price escalation will be entertained. Failure to render services as per the requirements of SAI, SAI has right to take actions, without prejudice to any of its rights, including monetary penalties in addition to immediate termination of the contract.
- 9 Preferred mode of booking the rooms at the empaneled hotels would be on 'Rotation and availability of rooms, type of requirement, location of hotel basis and subject to getting satisfactory quality service as per the SAI requirements. This allotment will be carried out at the sole discretion of SAI. In case a hotel refuses to provide accommodation to the participants due to whatsoever reasons, the group will be offered to next empaneled hotel in sequence and that hotel will lose its chance
- 10 Hotel shall place a welcome letter in each rooms prior Check-in detailing the complimentary

usage of facilities available at the hotel, Dining and any other information deemed necessary.

- 11 By accepting the work order from SAI, the empaneled Hotel/s will be deemed to have entered into an agreement with SAI whereby the empaneled Hotel/s has agreed to accept all the terms and conditions set upon in this tender. There will be no separate agreement or group booking agreements between SAI and empaneled Hotel/s other than the booking order through email acceptance mechanism.
- 12 The empaneled Hotel/s shall be solely responsible for any consequences due to food poisoning. Besides refusal of the entire payment for the group booking, during which such food poisoning has occurred, SAI may initiate further stringent action, as it may deem fit, including but not limited to immediate termination of agreement.
- 13 The empaneled Hotel/s is required to nominate a senior official to interact with the SAI regularly for ensuring the satisfactory and smooth functioning of the services
- 14 A Duty Manager from the hotel must be deputed for coordination purpose. The person should coordinate with the SAI Program Coordinator and offer his / her assistance throughout the program, beginning from Airport Pick Up and Drop after the completion of the program.
- 15 Hotels shall collect all other incidental expenses (extra laundry, additional food and beverages, car hire etc. if any) which are out of room inclusions from the guests directly prior to Check-Out.
- 16 The empaneled hotel/s should provide parking facility to the SAI vehicle/guest vehicle without any charge.

Chapter– 5

Evaluation for Empanelment:

5.1. The process of evaluation for Empanelment shall be as given below:

- i. Those who qualify in Part-I - PQ will only be eligible Evaluation of Technical Bid.
- ii. Firms shortlisted in Part-I - PQ shall be evaluated on the technical parameters by SAI, as per criteria mentioned in Part-II - Technical bid. At the end of this stage, each firm will be assigned a technical score (out of 100). Applicants **scoring marks equal to or more than 60** in the Technical Evaluation will be selected for empanelment with SAI **as the service providers**.
- iii. The empaneled agencies will be issued a letter of empanelment which will also include the terms and conditions of the empanelment.

5.2 Procedure for Award of Work after empanelment:

- i. Upon completion of the technical evaluation process, SAI will intimate successful bidder(s). The empaneled bidder(s) will be issued a letter of empanelment which will also include the terms and conditions of the empanelment. The successful empaneled bidders will have to accept and return a signed copy of the terms and conditions of empanelment as a token of their acceptance of the terms and conditions. They will also submit a performance security, as prescribed by SAI, within 14 days of Letter of Empanelment.
- ii. Based on the requirement of SAI, SAI will invite financial bid(s) from time to time from the empaneled bidders through CPP portal during the period of empanelment. Detailed scope of work/requirement shall be specified by SAI during the invitation of Financial Bid through CPP portal.
- iii. **Validity of the Price Bid:**
 - A. The validity of the prices quoted by the L1 bidder in the financial bid shall be valid for a period of 01month.
 - B. SAI upon its discretion may use these prices, in case of any new requirement during the validity period, or float a fresh request on CPPP Portal for financial bids among the empaneled bidders.
 - C. In case SAI Chooses to utilize the prices quoted by the bidder for subsequent requirements during the validity period, the first choice would be given to the L1 bidder. In case the L1 bidder conveys the inability to fulfill the requirement of SAI, due to any reason, SAI may approach the L2 bidder for its requirement, provided the L2 Bidder matches the prices quoted by the L1 bidder, and in case the L2 bidder conveys the inability to fulfill the requirement of SAI, due to any reason, the L3 bidder may be approached, and so on.
- iv. Further, the applicant(s) must assign a representative from their side and provide their contact details (name, email id and Mobile number etc..) with this proposal for coordination with SAI during the empanelment period. In case of any change of the representative, the empaneled agency shall accordingly inform SAI about the change and share the details for new representative without any delay.

Annexures for Evaluation of Technical Bid

Bidder response requirements

Note: Bidders responses must be specific and related to Scope of work under the contract and must be supported with documentary evidences. Bidders should respond to each **Annexures from A to G** and submit all required documents.

Annexure – A

Details of all services of Similar Nature Completed /On-going as on the last date of submission								
Note: Use separate tables for service One / Service Two / Service Three								
Sl. No.	Name of the Organization	Whether Academic (or) Non-academic Organization	Nature of organization (Govt/PSU/Private)	Scope of Work including Dining Capacity	Total No of rooms booked	Total Room Nights	Invoice Amount	Name, Address And Telephone of the officer to Whom Reference may be Made

Note: Provide copy of invoices to validate

We confirm that, all the details mentioned above are true and correct and if SAI observes any misrepresentation of facts on any matter at any stage of evaluation, SAI has the right to reject the proposal and disqualify us from the process

Signature of Authorized with seal

Name of the authorized signatory:
Designation:
Date:

Annexure – B

Operational Fine Dining Multi Cuisine Restaurant / Specialty Restaurant / Coffee Shop available at the Hotel.				
Facility	Name of the Restaurant	Seating Capacity	Operational Hours	Size in Sq. Feet
Restaurant 1				
Restaurant 2				
Restaurant 3				
Restaurant 4				
<p>We confirm that, all the details mentioned above are true and correct and if SAI observes any misrepresentation of facts on any matter at any stage of evaluation, SAI has the right to reject the proposal and disqualify us from the process</p> <p>Signature of Authorized with seal</p> <p>Name of the authorized signatory: Designation: Date:</p>				

Annexure – C

Availability of Conference Halls / Break Out Rooms / Meeting Rooms to accommodate participants in Cluster Style with Chairs and tables at the Hotel.			
Facility	Name of the Conference Hall /Meeting Room	Seating Capacity in Cluster Style	Size in Sq. Feet
Hall / Room			

We confirm that, all the details mentioned above are true and correct and if SAI observes any misrepresentation of facts on any matter at any stage of evaluation, SAI has the right to reject the proposal and disqualify us from the process

Signature of Authorized with seal

Name of the authorized signatory:
 Designation:
 Date:

Annexure – D

Number of rooms with minimum size of bedroom excluding bathroom in sq. Ft. of 200 and above (5 star) available with King Size Bed and Twin beds with standard accommodation amenities on Single or Double Occupancy				
Category of Rooms	No: of Rooms	Size of Room excluding bathroom) in in Sq. Ft.	No: of room with King size bed	No: of room with Twin bed
Category 1 (Define the Category Name for each)				
Category 2				
Category 3				
Category 4				
Category 5				
Room for the differently abled guest				
Total No: of Rooms				
<p>We confirm that, all the details mentioned above are true and correct and if SAI observes any misrepresentation of facts on any matter at any stage of evaluation, SAI has the right to reject the proposal and disqualify us from the process</p> <p>Signature of Authorized with seal</p> <p>Name of the authorized signatory: Designation: Date:</p>				

Annexure – E

International / National Quality certification / accreditation or Eco-friendly practices awards				
Sl. No:	Name of certification / awards	Name of awarding body	Date: Month: Year of Issue	Date: Month: Year of Expiry
1				
2				
3				
4				

We confirm that, all the details mentioned above are true and correct and if SAI observes any misrepresentation of facts on any matter at any stage of evaluation, SAI has the right to reject the proposal and disqualify us from the process

Signature of Authorized with seal

Name of the authorized signatory:
Designation:
Date:

Annexure-F

Availability of Guest service facilities and Effective Safety and Security Measure		
SL.NO:	Parameter / Criteria	Responses
Kindly select only one appropriate option against each Technical Qualifying Criteria below		
A. Availability of Operational Guest services Facilities		
1	Health Fitness Centre	YES / NO
2	Swimming Pool	YES / NO
3	Parking Facilities	YES / NO
4	Business Centre	YES / NO
5	Banquet Hall	YES / NO
B. Availability of Safety and Security Measures at the Hotel		
1	Left Luggage	YES / NO
2	24 Hours Lift service	YES / NO
3	Room for differently abled guest	YES / NO
4	Metal detectors (door frame or hand held)	YES / NO
5	CCTV at strategic locations	YES / NO
6	X-Ray Machine	YES / NO
7	Under belly scanners to screen Vehicles	YES / NO
8	Firefighting Drill	YES / NO
9	Smoke Detectors	YES / NO
10	Fire and Emergency alarms with visual & audible signals	YES / NO
11	Fire Exit Signs on guest floors with emergency / backup power	YES / NO
12	Security arrangements for all hotelsentrances	YES / NO
13	Provision for emergency supplies toiletries / first aid kit	YES / NO
Bidder to provide supporting documents / Images / Hotel Brochures to support the claim. Same will be subject to verification by SAI officials during the physical visit		
<p>We confirm that, all the details mentioned above are true and correct and if SAI observes any misrepresentation of facts on any matter at any stage of evaluation,SAI has the right to reject the proposal and disqualify us from the process</p> <p>Signature of Authorized with seal</p> <p>Name of the authorized signatory: Designation: Date:</p>		

Annexure – G – Bidder Details

Sr.	Description	Document to be uploaded / Responses
	Name of the Hotel	
	Complete Postal Address with Tel. No., fax/Email of the hotel	
	Distance (actual) from J.L.N. Stadium (SAI Headquarters)	
	Complete Contact details of Authorized Person of Hotel / Single Point Contact for All Purpose including name, address, telephone, mobile number, Email id, website (if any)	

ANNEXURE 'H' | BID SUBMISSION FORM

To,
Sports Authority of India.

Sub: “Empanelment of Five Star Classified Hotels located in and around 15 KMS radius from SAI Head office located at Jawaharlal Nehru Stadium(JNS) to provide accommodation to Players/Participants, Guests and Officials of SAI”

Dear Sir,

1. With reference to the RFP dated _____ for the above captioned project, and clarification issued by SAI, New Delhi thereof, I/We _____, having examined all relevant documents and understood their contents, hereby submit our Proposal for Empanelment with SAI to provide accommodation to Players/Participants, Guests and Officials of SAI .
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of this RFP and for associating with SAI for the aforesaid Project.
4. I/We shall make available to SAI, any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the SAI, to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We agree to keep our Bid valid for acceptance for 180 (One Hundred and Eighty) 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. I/ We, acknowledge and agree that SAI shall be entitled to forfeit the EMD or performance security without protest and demur in case of any breach of terms and conditions of RFP/Agreement by us.
7. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
8. I/we certify that we fulfil the “Fit and Proper Person” criteria as mentioned in this RFP document.
9. I/we understand that SAI may cancel the Selection Process at any time and that SAI neither bound to accept any Proposal that SAI may receive nor to select the Bidder without incurring any liability to the Bidders.
10. The undersigned is authorized to sign the documents being submitted through this RFP. (A copy of Power of Attorney/Board Resolution is enclosed)
11. The information provided herewith is true and correct to our best knowledge. If any discrepancies are found in the information provided or if the information provided is not correct, our firm would be fully responsible for that. We understand in such cases our bids are liable to be rejected.

I declare that:

- a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by SAI;
- b. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with SAI or any other public sector enterprise or any government, Central or State; and
- c. I/We hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf

will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

- d. None of our full-time Directors is engaged in providing services or is directly related to any employee of Sports Authority of India/ Ministry of Youth Affairs and Sports. A person is deemed to be a relative of another if, and only, if
- a. They are members of a Hindu undivided family; or
 - b. They are husband and wife; or
 - c. The one is not legally related to the other Sister (including stepsister)

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)

ANNEXURE 'I' | BANK GUARANTEE FORM FOR BID SECURITY

Whereas _____ (hereinafter called the "Bidder") has submitted its quotation dated _____ for the supply of _____ (hereinafter called the "Bid") against the Procuring entity'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 Sports Authority of India, New Delhi 110003 (hereinafter called the "Procuring entity") in the sum of _____ for which payment will and truly to be made to the said Procuring entity, 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, breaches the terms and conditions of the tender document, 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 Procuring entity 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 Rate Contract.

We undertake to pay the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity 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 _____ days i.e., for _____ days (_____ days + 45 days) from the date of Bid Opening and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorised officer of the Bank)

Name and designation of the officer

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

ANNEXURE ‘J’ | POWER OF ATTORNEY (SAMPLE)

(Note- Board resolution in case of company)

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./Ms.....son/daughter/wife and presently residing at, who is presently employed with us and holding the position ofas our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) 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 proposal for Engagement with SAI including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-proposal and other conferences and providing information/ responses to SAI, representing us in all matters before SAI, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with SAI, in all matters in connection with or relating to or arising out of our Proposal for said Project and/or upon award thereof to us till the entering into of the Agreement with SAI.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative 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 Authorized Representative 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 PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2020.

For
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized Accepted

.....
(Signature, name, designation and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of INR 50 (fifty) and duly notarized by a notary public.

ANNEXURE 'K' | ELIGIBLE PROJECTS UNDERTAKEN BY THE BIDDER

The following information should be provided in the format below for each Eligible Project for which Bidder was legally contracted by the respective Procuring entity/Client of the Bidder stated as a single entity.

(i)	Assignment Name	
(ii)	Type of Project	
(iii)	Name, Contact No. & email of the Procuring entity Representative:	
(iv)	Year in which Project took place	
(v)	Location of Project	
(vi)	Contract Value	
(vii)	Narrative Description of the Scope of work of the assignment	
(viii)	Status of the assignment	

IMPORTANT:

1. Use separate sheet for each Eligible Project. Please mark each sheet as Annexure II(a), Annexure II(b), Annexure II(c)... for each different project.
2. Please provide proof of eligible projects undertaken with a copy of Successful Completion Certificate attached from the Procuring entity. In case Successful Completion Certificate is not available, copy of work order/copy of agreement along with bank statement in respect of the same countersigned by CA must be submitted. The submitted testimonial MUST contain detailed description of work (Scope of Work and TOR) carried out by the Bidder.

ANNEXURE 'L' | ANNUAL TURNOVER

S. NO.	FINANCIAL YEAR	ANNUAL TURNOVER (INR)
1.	2019-20	
2.	2020-21	
3.	2021-22	
4.	2022-23	

Certificate from the Statutory Auditor

This is to certify that the average annual turnover of the bidder is Rs.
..... (In words.....).

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

Note:

- In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant (CA) that ordinarily audits the annual accounts of the Bidder.

ANNEXURE 'M' | 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 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.

3. SEARCHING FOR TENDER DOCUMENTS

- (i). 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.
 - (i) 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/amendment/modification 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 Bid Security as per the instruction specified in the tender document. The original should be **posted/couriered/given** in person to the concerned official latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (v) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission on the bids by the bidders, opening of bids etc. The Bidders should follow this time during bid submission.
- (vi) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (vii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (viii) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message &a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.
- (ix) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

6. ASSISTANCE TO BIDDERS

- (i) Any query 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 contact person indicated in the tender.
- (ii) Any query 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 Contact number for the helpdesk is 1800 3072 2232.

ANNEXURE 'O' |- BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

_____.

WHEREAS _____ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no _____ dated _____ for (description of services) (herein after called "the contract"). AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee from a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to ----- days beyond the date of expiry of contract period as per RFP.

(Signature with date of the authorized officer of the Bank)

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.....
Name and designation of the officer
.....
.....
.....
.....

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