



# E-Tender Document for Wall Cladding Work

AT

**SPORTS AUTHORITY OF INDIA, UDHAV DAS MEHTA (BHAI JI),  
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## DISCLAIMER

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

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

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

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

- 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 Wall Cladding Work as below:-

<b>Bid Reference No. 137/SAI/RDCC/Wall Cladding/2020</b>	
<b>Brief Description of Work</b>	<b>Amount of Bid Security in Rs.</b>
Wall Cladding Work at SAI CRC Bhopal	<b>Rs.40,000/-</b>

Scanned copy of Bid Security/Exemption certificate 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	31.01.2020 (06:30 PM)
Downloading of Bid Document Start Date	31.01.2020 (06:55 PM)
Downloading of Bid Document End Date	20.02.2020 (04:00 PM)
Bid Submission Start Date	31.01.2020 (06:55 PM)
Bid Submission End Date	20.02.2020 (04:00 PM)
Date and time of pre bid conference*	14.02.2020 (11:00 AM)
Last date for submission of queries/clarification made during the pre bid conference in writing **	14.02.2020 (11:00 AM)
<b>Opening of Techno-Commercial Bid (Bid 1)</b>	21.02.2020 (04:00 PM)
<b>Opening of Price Bid (Bid 2)</b>	To be informed separately

**\* Venue of pre bid conference: Office of SAI CRC Bhopal.**

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

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 **Section-II** 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.**

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

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

**(a) PREAMBLE**

**1. Definitions and Abbreviations**

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

**ii) Definitions:**

- a. **“Purchaser”** means the organization Sports Authority of India, Central Regional Centre, Bhopal
- b. **“Tender”** means bids /Tender received from a Firm/ Bidder.
- c. **“Bidder”** means bidder/the individual or firm submitting bids/Quotations/Tender.
- d. **“Contractor”**: means a person or legal entity whose bid to carry out the work has been accepted by the Employer.
- e. **“Completion”**: means completion of the work as certified by the representative of SAI in accordance with provisions of bid document/award of work.
- f. **“Equipment”**: means the Contractor's machinery and vehicles brought temporarily to the Site for execution of work.
- g. **“Material”**: means all supplies, including consumables, used by the Contractor for incorporation in the work.
- h. **“Specification”**: means the specification of the work included in the award letter and any modification or addition made or approved by the SAI.
- i. **“Variation”**: means any change in the work which is instructed or approved as variation under bid document/award of work
- j. **“Work”** means the details as incorporated in the scope of work.
- k. **“Earnest Money Deposit”** (EMD) means Bid Security/monetary or financial guarantee to be furnished by a bidder along with its tender.
- l. **“Performance Security”** means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- m. **“Specification”** means the document/standard that prescribes the requirement with which service has to conform.
- n. **“Inspection”** means activities such as measuring, examining, testing, gauging one or more characteristics of service and comparing the same with the specified requirement to determine conformity.
- o. **“Day”** means calendar day.

**iii) Abbreviation:-**

- a. **“TE Document”** means Tender Enquiry Document
- b. **“NIT”** means Notice Inviting Tenders
- c. **“ITB”** means Instruction to Tenders
- d. **“GCC”** means General Conditions of Contract
- e. **“BG”** means Bank Guarantee

## **2. Introduction**

- 2.1 This bid document is for work mentioned in **Section -V “Scope of Work.**
- 2.2 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.
- 2.3 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.

## **3 Language of Bid**

The bid submitted by the bidder and all subsequent correspondence and documents relating to the bid, exchanged between the bidder and the 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.

## **4 Tendering Expenses**

The Bidders shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The 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.

## **5 Local Condition**

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

## **(b) PRE BID MEETING**

### **6 Pre-Bid Meeting**

- 6.1 A Pre-Bid meeting will be held with the prospective Bidders for the purpose of holding technical & commercial discussions and providing clarifications by SAI. In the Pre-Bid meeting, clarifications pertaining to technical, commercial and other issues regarding the services stipulated in the RFP may be required by the prospective bidders will be provided. The prospective bidders should on their own cost, attend the said meeting on the date and venue.
- 6.2 Details of proposed/suggested variations/ deviations/ additions from the Bid specification/conditions, if any, should be clearly indicated while sending queries before Pre-Bid meeting. Any verbal suggestion/ proposal of variations/ deviations/ additions in the RFP document made during the Pre Bid meeting should also be given in writing to the Tender Inviting Authority latest by\_ hours on next working day of the pre bid meeting.
- 6.3 The Tender Inviting Authority may clarify on variations/ deviations, alternative proposals, which ensure equal or higher quality/ performance to the Technical Specifications during Pre-Bid meeting. However, the decision of the Tender Inviting Authority in this regard will be final.
- 6.4 After incorporation of the amendments acceptable to the Tender Inviting Authority, the RFP Document shall be frozen as per the details provided in RFP, through issuance of an Addendum (s) which can be downloaded from the e-procurement portal and website of SAI.

- 6.5 Non-attendance at the Pre- Bid meeting will not be a cause for disqualification of a Bidder. However, the terms and conditions of the addendum (s) will be legally binding on all bidders irrespective of their attendance at the Pre-Bid meeting.
- 6.6 No further suggestions for deviations/variations/ additions will be entertained after the Pre-Bid meeting.

### **(c) BIDDING DOCUMENTS**

#### **7 Content of Bidding Documents**

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

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

#### **8. Amendment(s) to Bid Documents**

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 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.

#### **9 Modifications/withdrawal of bids**

- 9.1 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.
- 9.2 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.

#### **10 Clarification of Bid Documents**

- 10.1 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.
- 10.2 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.



## 11 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.

### (d) PREPARATION OF BIDS

## 12 Documents comprising the bid

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

## 13 Technical Bid

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

- 13.1 Bid Security: Bid Security is to be furnished in accordance with **clause 17 of ITB** and bid submission as perform at Section IV (A). Alternatively, documentary evidence for claiming exemption, if any, from payment of Earnest Money.
- 13.2 Self-attested ID proof, address proof, Pan Card and a recent passport size colored photograph of authorized representative.
- 13.3 Certificate of Incorporation, Articles and Memorandum of Association in case of companies/Partnership Deed and Registration of Partnership Firm in case of Firms/Any document proving ownership of proprietary firm.
- 13.4 Documents mentioned in the qualification criteria as per Section III (A).
- 13.5 National Electronic Fund Transfer (NEFT Form) as per Section IV- (E) for payment in Indian Rupee.
- 13.6 Certificate of Chartered Accountant showing annual average turnover of Rs.15.00 Lakh for the last three financial years 2016-17-2017-18 & 2018-19. (If turnover for the year 2018-19 is not available than turnover for the year 2015-16 should be submitted)
- 13.7 Income Tax returns filed for the three Assessment years 2017-18, 2018-19 2019-20.
- 13.8 Registered with PWD/CPWD (copy of registration should be submitted)
- 13.9 Goods & Services Tax Certificate.
- 13.10 Valid PAN,
- 13.11 Registration No. and Certificates for Shops & Establishment Act of the respective state, if applicable.
- 13.12 The bidder should not be debarred/blacklisted during the last three financial years. (Undertaking thereof)
- 13.13 All pages of the Bid should be page numbered and indexed.

### **Note-**

- 1) *The bidding companies /firms /agencies are required to attest (self attestation) the scanned copies of documents, along with the bidding document, signed on each page with seal, to establish the bidders' eligibility and qualifications failing which their bid shall be summarily rejected and will not be considered. The bidders are responsible for what they attest and claim; if, later on, it is found that whatever has been attested by the bidder is not true/ correct, the company/ firm /agency of the bidder will render itself liable for punitive action including black- listing for purpose of procurement of any service (s), in addition to attracting penal provisions of the agreement.*
- 2) *The bidders shall execute necessary instrument and documents required by SAI in relation to the bidding documents and shall adhere to all notification/amendments as may be issued by the SAI from time to time. All costs (including taxes, stamp duties and registration charges if any shall be borne by the bidders)*
- 4) *The Technical bid shall not include any financial information. Such a bid shall be summarily rejected.*

**14 Financial Bid:** - This should be uploaded online in the prescribed **BoQ** format.

14.1 The Bidder shall quote for all the components of items specified in the price schedule provided under **BoQ**.

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

14.3 It is the responsibility of Bidder to go through the Bidding Document before offering rates as per price schedule.

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

*Note: Bidders are requested to upload the "Technical Bid" having the above mentioned documents online in PDF format and "Financial Bid" must be upload online in BoQ (MS Excel) format.*

15 Alternative Bids are not allowed.

**16 Documents establishing bidder's eligibility and qualifications**

The bidder shall furnish, as part of its bid, relevant details and documents establishing its qualifications as stipulated in Section III of Tender Document to perform the contract.

**17 Bid Security/Earnest Money Deposit (EMD)**

17.1 **EMD/ Bid Security:** Bidder should furnish an EMD of an amount of **Rs.40,000/- (Rupees forty thousand only)**. This EMD should be submitted in sealed envelope super-scribed as EMD & Tender No. **137/SAI/RDCC/Wall Cladding/2020** dated 31<sup>st</sup> January, 2020" on or before last date & time of submission of bids. In the absence of EMD, the tender will be rejected. In the event of the awardee bidder backing out, EMD of that bidder will be forfeited.

**This envelope having EMD/Exemption certificate should reach to the Office of Director, Incharge, 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, 20<sup>th</sup> February, 2020.**

17.2 The Bid Security shall be furnished in one of the following forms:

- a) Account Payee Demand Draft
- b) Fixed Deposit Receipt
- c) Banker's cheque/Pay order
- d) Bank Guarantee from any of the commercial banks (as per the format at Section IV-D)

17.3 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.

17.4 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.

17.5 Earnest Money is required to protect the SAI against the risk of the bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the SAI. The successful bidder's earnest money will be forfeited without prejudice to other rights of SAI if it fails to furnish the required performance security within the specified period.

17.6 Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of validity of its bid without prejudice to other rights of the SAI. Further, if successful bidder fails to furnish the required Performance Security and sign the contract / agreement within the period as specified by SAI in the Letter of Award (LoA), its Bid Security/EMD will be forfeited.

## **18 Bid Validity**

18.1 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.

18.2 In exceptional circumstances, SAI may request the bidders' consent to extend the validity of their bids up to a specified period. The bidders, who agree to extend the bid validity period are to extend the same in writing. However, they will not be permitted to modify their original bids during the extended bid validity period.

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

## **19 Signing of bids**

19.1 The bidders shall submit their bids as per the instruction contained in ITB.

19.2 The tender shall be written in legible & indelible ink and the same shall be signed by the bidder or by a person (s) who has been duly authorized to bind the bidder to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the bid.

19.3 The tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, of any shall be initialed by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialed by the person(s) signing the tender.

### **(e) SUBMISSION OF BIDS**

## **20 Submission of bids**

20.1 Bids should be submitted on line as per the instructions given for online submission under Section II (B).

20.2 Bids must be received by the SAI not later than the date and time prescribed in the bid document.

20.3 SAI, at his discretion, may extend the deadline for submission of bids by amending the bid document in accordance with clause 8 of ITB. In that case, all rights and obligations of the SAI and the bidders would automatically stand extended.

20.4 Submission of more than one bid by the same bidder shall entail him for disqualification for participating in the bid process.

### **(f) BID OPENING**

## **21 Opening of bids**

21.1 The SAI will open the bids at the specified date, time and place as indicated in the IFB in Section-I. If due to administrative reasons the venue / date/ time of bid opening are changed, it will be uploaded on CPP Portal and on the SAI's website.

21.2 In case the specified date of bid opening falls on a holiday or is subsequently declared a holiday or closed day for the SAI, the bids will be opened at the appointed time and place on the next working day.

21.3 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 (F).

21.4 Two – bid system as mentioned in **Para 13 above** will be as follows:-

- a) Technical Bids will be opened in the first instance, at the prescribed date and time as indicated in Section –I (IFB). These bids shall be scrutinized and evaluated by the SAI with reference to parameters prescribed in the Bid Document. During the Technical bid opening, the bid opening official(s) will read the salient features of the bids like brief description of the items offered, delivery period, Bid Security and any other special features of the bids, as deemed fit by them.
- b) Financial Bids of only the technically acceptable bids / offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical Bid. The prices, special discount if any offered etc., as deemed fit by bid opening official(s) will also be read out.

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

#### **22 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.

#### **23 Scrutiny of Tenders**

- 23.1 The SAI will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- 23.2 SAI will determine the responsiveness of each Tender to the TE Document without recourse to extrinsic evidence.
- 23.3 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.
- 23.4 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) Bidding Document & Submitted documents is unsigned.
  - c) Tender validity is shorter than the required period
  
  - d) Required EMD (Amount, validity etc.)/exemption documents have not been provided
  - e) Bidder has not agreed to give the required performance security.
  - f) Bidder has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
  - g) Poor/ unsatisfactory past performance.
  - h) Bidder has not quoted for the entire work as specified in the Scope of Work as well as in the Price Schedule.
  - i) Bidder has not complied with the requirement of Clauses of ITB.

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

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

## **25 Discrepancies in Prices**

- 25.1 If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the SAI feels that the bidder has made a mistake in placing the decimal point in the unit price, in such case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- 25.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected, and
- 25.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 25.1 of ITB.
- 25.4 If, as per the judgment of the SAI, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by registered/speed post. If the bidder does not agree to the observation of the SAI, the tender is liable to be ignored.

## **26 Qualification Criteria**

Bids of the Bidders, who do not meet the required Qualification Criteria prescribed in Clause 13 of Section II A read with Section III (A), will be treated as non - responsive and will not be considered further.

## **27 Comparison of Bids and Award Criteria**

- 27.1 The work/contract shall be awarded to the responsive Bidder(s) **who is overall lowest** and who meets the laid down Qualification Criteria in the Bid documents. This means that award criteria will be based on the least cost, which would be total payout including all taxes duties and levies. (Least cost as quoted in grand total of BoQ.
- 27.2 All duties, taxes, and other levies payable by the bidder shall be included in the quoted rates.

## **28 Contacting the Purchaser**

- 28.1 From the time of submission of tender to the time of awarding the contract, if a BIDDER needs to contact the SAI for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.
- 28.2 In case a bidder attempts to influence the SAI in the SAI's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the bidder shall be liable for rejection in addition to appropriate administrative actions will be taken against that bidder, as deemed fit by the SAI.

## **(h) AWARD OF CONTRACT**

### **29 The SAI's Right to accept any tender and to reject any or all tenders**

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

### **30 Notification of Award**

- 30.1 The bidder whose bid has been accepted will be notified of the award by the SAI prior to the expiry of the bid validity period.
- 30.2 Before expiry of the bid validity period, the SAI will notify the successful bidder in writing, by registered / speed post or by CPP PORTAL/ email that its bid for items, which have been selected by the SAI, also briefly indicating there-in, that the essential details like description and prices have been accepted. The successful bidder must furnish to the SAI the required Performance Security within 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 19 under Section VI.
- 30.3 The Letter of Award (LoA) will state the sum that the SAI will pay to the successful bidder in consideration of the services to be provided by him.
- 30.4 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.
- 30.5 Notification of Award shall constitute the conclusion of the Contract.

### **31 Issue of Contract**

- 31.1 Promptly after notification of award, the SAI will mail the Contract Agreement as per Section VII (A), duly completed and signed, in duplicate, to the successful bidder by registered / speed post.
- 31.2 The successful bidder shall return the original copy of the contract, duly signed and dated, to the SAI by registered/ speed post within 05 days from the date of issue of the contract.

### **32 Variation of quantities**

- 32.1 The SAI reserves the right to increase or decrease the work as required.
- 32.2 The SAI shall have reserve right to make any alterations, omissions or additions to or substitutions in the original specifications, drawings, designs and instructions, that may appear to him to be necessary during the progress of the work and the contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the SAI, and such alterations, omission, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work, which the contractor may be directed to do in the manner above specified, as part of the work, shall be carried out by the contractor on the same conditions in all respects on which he agrees to do the main work.

### **33 Annulment of Award**

Failure of the successful bidder to comply with the requirement of signing an agreement with the SAI and furnishing Performance Security as per clause 11 of Section VI shall constitute sufficient ground for annulment of the award and forfeiture of bid security.

### **34 Termination of Award of Work/Award Letter**

- 34.1 If the Contractor fails to carry out any obligation under the Award of Work, the Competent Authority of SAI may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time.
- 34.2 The Competent Authority of SAI shall be entitled to terminate the Contract if the Contractor
- a. abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the award of work;
  - b. the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
  - c. without reasonable excuse fails to comply with the notice to correct a particular defect within a reasonable period of time;
  - d. the Contractor has delayed the completion of the Works by such duration for which the maximum amount of liquidated damages is recoverable;
  - e. If the contractor, in the judgment of the Competent Authority of SAI has engaged in corrupt or fraudulent practices in competing for or in executing the contract;
  - f. Any other fundamental breaches as specified in the bid document/award of work.
- 34.3 In any of these events or circumstances, the Competent Authority of SAI may, upon giving 07 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of sub-paragraph (b) or (e) of clause 34, the Competent Authority of SAI may terminate the Contract immediately.
- 34.4 Notwithstanding the above, the Competent Authority of SAI may terminate the Contract for convenience by giving notice to the Contractor

### **35 Non-receipt of Performance Security and Contract by the SAI**

Failure of the successful Bidder in providing Performance Security and / or returning contract copy duly signed in terms of ITB shall make the Bidder liable for forfeiture of its bid security and, also, for further actions by the SAI against it including termination on default and other administrative actions as deemed fit by the SAI.

### **36 Corrupt or fraudulent practices**

- (i) It is required by all concerned namely the Service provider/SAI to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SAI:
- a) Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
  - b) Will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by the SAI if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or in executing the contract
  - c) The SAI reserves the right not to conclude the contract and in case contract has been issued, terminate the same, if found to be obtained by any misrepresentation, concealment and suppression of material facts by the bidder. In addition, Bid Security/ Performance Security (as the case may be) deposited by the bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment and suppression of material facts shall be initiated.

### **37 Conflict of Interest among bidders/agents**

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

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



**SECTION – II (B)**  
**INSTRUCTIONS FOR ONLINE BID SUBMISSION**

1 The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. For more information useful for submitting online bids on the CPP Portal may be obtained from: <https://eprocure.gov.in//eprocure/app>.

**2 REGISTRATION**

2.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in//eprocure/app> ) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.

2.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

2.3 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.

2.4 During 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.

2.5 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.

2.6 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:**

3.1 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.

3.2 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.

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

**4 PREPARATION OF BIDS:**

4.1 Bidder should take into account corrigendum published on the tender document before submitting their bids.

4.2 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.

4.3 Bidder, in advance, should get ready the technical bid documents to be submitted as indicated in the tender document, **they should be in PDF format**. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4.4 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:

5.1 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.

5.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

5.3 **Bidder has to select the payment option as “offline” to pay the EMD as applicable and enter details of the instrument.**

5.4 Bidder should prepare the EMD/Exemption Certificate as per the instruction specified in the tender document. The original should be posted/couriered/given in person to the office of Director Incharge, SAI CRC Bhopal latest by the last date of bid submission or as specified in the tender documents. The details of the EMD/Exemption Certificate 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.

5.5 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.

5.6 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.

5.7 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

5.8 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.

5.9 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.

5.10 The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in **pdf format & Financial Bid to upload in BoQ format (MS Excel)**. All bids **(Both Technical and Financial should be submitted in the E-procurement portal)**.

## 6 ASSISTANCE TO BIDDERS

6.1 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.

6.2 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 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005 Mobile : +91 8826246593 and E-Mail : [support-eproc@nic.in](mailto:support-eproc@nic.in)**

**SECTION - III (A)**  
**QUALIFICATION CRITERIA**

**Bid Reference No.**

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

The bidder must satisfy the following eligibility criteria

<b>Sl. No.</b>	<b>Criteria</b>	<b>Documentary Evidence Required</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.15.00 Lakh in the last three financial years 2016-17-2017-18 & 2018-19/2015-16.	Statutory Auditor's Certificate which provides the information explicitly as per the criteria. Statutory Auditor's Certificate is mandatory. Providing Balance Sheet or Financial Statements is not sufficient for this requirement.
3.	Copies of Completion certificates of Civil works executed successfully during the last five years to government departments/autonomous bodies/PSUs/reputed private organizations with at least <b>one work</b> of value not less than <b>Rs.10.00 lakh</b> <b>or</b> <b>two similar works</b> , each of value not less than <b>Rs.7.5 lakh</b> <b>or</b> <b>three similar works</b> , each of value not less than <b>Rs.5.00 lakh</b>	The requisite order (s) along with Satisfactory completion certificates issued by relevant authority not less than the rank of Section Officer be enclosed.
4.	The bidders should not have been debarred/blacklisted by any state/central government/PSUs	Enclose blacklisting declaration in the format given in Section IV (I)
5.	The bidder should have a valid GST No. or should have registered under GST.	Enclose copy of GST Registration certificate.
6.	CPWD/PWD Registration	Enclose copy of Registration certificate.

**SECTION - III (B)**  
**EVALUATION CRITERIA**

1. Authority reserves the right to accept or reject any or all bids without assigning any reasons
2. Authority also reserves the right to reject any bid **(Including the lowest one)** which in its opinion is not responsive or violating any of the conditions/specifications or which is found to be adopting unethical business practices; without bearing any liability or any loss whatsoever it may cause to the bidder in the process.
3. Technical bids will be evaluated as per qualification criteria given in Section III (Qualification Criteria & Performance Statement) read with pre-qualification stipulated in Clause 13 of Section II (ITB) of the tender documents.
4. Technical bids of only those bidders who have submitted Bid Security as per terms of NIT will be opened.
5. The successful bidder will be the one who emerges **overall L-1 out of responsive bids**. Basis of ranking will be the least cost, which would be total payout including all taxes, duties and levies. In case, the two or more firms offer the same **overall rates**, successful bidders will be the one whose turnover is higher than the other competitor (s).

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

To  
The Director Incharge  
Sports Authority of India  
Central Regional Centre  
Gram Gora, Bishenkheri  
Post Suraj Nagar, Bhopal (M.P.) - 462044

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

We, the undersigned have examined the above mentioned Bidding Document, including amendment/corrigendum No..... dated ..... (if any) the receipt of which is hereby confirmed. We now offer to execution..... (description of work) in conformity with your above referred document for the sum as shown in the price schedule(s), attached herewith and made part of this Bid.

2. We further confirm that, if our Bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 11, in Section - VI for due performance of the contract.
3. We agree to keep our bid valid for acceptance for 180 days or for subsequent extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.
4. We agree to execution of work as indicated in the Tender Documents for Wall Cladding Work as per terms & conditions of the tender documents.
5. We agree to the compliance of applicable Labour & other Laws in force.
6. We agree that all other payments like payment under Workmen Compensation Act etc shall be borne & payable by us.
7. We agree to keep the SAI indemnified of any claim/damages, if any that SAI may have to pay with respect to the work and the deployment of any of our workers for SAI's work.
8. We agree to all terms and conditions of General Conditions of Contract as per Section VI.
9. We further understand that you are not bound to accept the highest or any Bid you may receive against your above-referred Bid Reference.
10. We confirm that there is no case pending with the police or any other investigating agency (ies) against the proprietor/firm/partner or the company.
11. We confirm that no near relative of ours is an employee in SAI who is connected with the award and execution of the contract.
12. We confirm that we are competent to contract and we do not stand deregistered/banned/blacklisted by any Govt. Authorities.
13. We confirm that we fully agree to the terms and conditions specified in above mentioned Bidding Document, including amendment/ corrigendum if any

\_\_\_\_\_  
[Signature with date, name and designation] Duly  
authorized to sign Bid for and on behalf of Messrs \_\_\_\_\_

[Name & address

**SECTION – IV**

**(B) Form for Power of Attorney/Board Resolution**

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

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

IN WITNESS WHEREOF WE, \_\_\_\_\_ THE ABOVE NAMED PRINCIPALS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_ DAY OF 20\*\*

For \_\_\_\_\_

(Signature)

(Name, Title, and Address) Witnesses:

- 1.
- 2.

Accepted (Notarized)  
(Signature)  
Attorne

(Name, Title and Address of the

**Section IV  
(C) Price Schedule Format**

**Wall Cladding Work at SAI CRC Bhopal**

**BOQ (Bill of Quantity) /PRICE BID**

**[Should only be uploaded in the Price-Bid cover through CPP Portal in MS Excel sheet format. Not to be enclosed with the Techno- commercial bid]**

**Please refer BoQ**

## SECTION-IV

### (D) BANK GUARANTEE FORM FOR BID SECURITY

Whereas \_\_\_\_\_ (hereinafter called the "Bidder") has submitted its quotation dated \_\_\_\_\_ for the service of \_\_\_\_\_ (hereinafter called the "Bid") against the Sports Authority of India's Bid Reference No. \_\_\_\_\_ Know all persons by these presents that we \_\_\_\_\_ of \_\_\_\_\_ (Hereinafter called the "Bank") having our registered office at \_\_\_\_\_ are bound unto \_\_\_\_\_ (hereinafter called the "Sports Authority of India) in the sum of \_\_\_\_\_ for which payment will and truly to be made to the said Sports Authority of India, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. The conditions of this obligation are:

- 1) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this Bid.
- 2) If the Bidder having been notified of the acceptance of his Bid by the Sports Authority of India during the period of its validity:-
  - a. Fails or refuses to furnish the performance security for the due performance of the contract.
  - Or
  - b. Fails or refuses to accept/execute the contract.

We undertake to pay the Sports Authority of India up to the above amount upon receipt of its first written demand, without the Sports Authority of India having to substantiate its demand, provided that in its demand the Sports Authority of India will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of 225 days from the date of Bid Opening and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorised officer of the Bank)  
Name and designation of the officer

---

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



**SECTION – IV  
(E) NEFT MANDATE FORM**

**Bid Reference No. 137/SAI/RDCC/Wall Cladding/2020**

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 \_\_\_\_\_

[Name & address of the manufacturers]

Confirmed by Bank

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

**SECTION-IV**

**(F) LETTER OF AUTHORISATION FOR ATTENDING BID OPENING MEETING**

**Bid Reference No. 137/SAI/RDCC/Wall Cladding/2020**

**Subject: Authorization for attending bid opening on ----- (date) in the tender ID  
no.**

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

Order of Preference	Name	Specimen Signature
---------------------	------	--------------------

1.

2.

Alternate Representative

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 authorization as prescribed above is not furnished.*

## **SECTION IV**

### **(G) DISCLOSURE OF CONFLICT OF INTEREST**

**Bid Reference No. 137/SAI/RDCC/Wall Cladding/2020**

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

(Authorized Signatory)

Stamp

**SECTION IV**  
**(H) DISCLOSURE OF CODE OF INTEGRITY**

**Bid Reference No. 137/SAI/RDCC/Wall Cladding/2020**

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

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

(Authorized Signatory)

Stamp

## SECTION IV

### (I) AFFIDAVIT/UNDERTAKING

I/ We have read and understood the instructions and the terms and conditions contained in the document.

I/We accordingly accept all terms and conditions of the tender enquiry document including the essential conditions specially incorporated in the tender enquiry like terms of terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.

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

I/ We do hereby declare that the information furnished/ uploaded is correct to the best of my/our knowledge and belief.

I/We hereby certify that the prices offered by us in this tender is not higher than the prices we had offered to any other Govt. of India Organisation (s)/PSU(s) during the last one year and shall provide the justification for reasonableness of our offered price whenever asked during evaluation of our submitted bid.

I/ We also hereby certify that if at any time, information furnished by us is proved to be false or incorrect;

I/ We are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

Date:

(Signature of 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)**

- Site Visit and examination of works:** The bidder is advised to visit and inspect the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the work. All costs in this respect shall have to be borne by the bidder. If a bidder does not visit the site, It shall be deemed that the bidder has undertaken a visit to the Centre and is aware of its operational conditions prior to submission of bid documents.

<b>S. No.</b>	<b>CPWD DSR 2018</b>	<b>Description of Items</b>	<b>Unit</b>	<b>Qty.</b>
1.	13.91	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.	Sqm	800
2.	11.46	Providing and laying Vitrified tiles in different sizes (thickness to be specified by manufacturer), with water absorption less than 0.08 % and conforming to I.S. 15622, of approved make, in all colours & shade, in skirting, riser of steps, over 12 mm thick bed of cement mortar 1:3 (1 cement: 3 coarse sand), jointing with grey cement slurry @ 3.3 kg/sqm including grouting the joint with white cement & matching pigments etc. complete.	Sqm	800
	11.46.2	Size of Tile 600x600 mm		

- Hacking of wall should be compulsory before lying of tiles.
- Contractors quoted rates will include scrapping the loose paint and cleaning the entire surface with wire brush/sandpaper/broom.
- Minor repairs (like repairing broken edges of walls, filling depressions etc.) with POP/wall care putty) will be carried out by contractor before starting of work, at no extra cost. Same will be accounted for in his quoted rates.**
- Detailed technical specification for wall cladding work with respect to materials & workmanship and mode of measurements will be as per IS codes and CPWD specifications, unless mentioned otherwise.
- The approved quality, make & shade of wall Tiles shall be maintained by the Contractor throughout the work. For any lapse / deficiency in this regard, a suitable deduction shall be made from the contractors bill.
- All Wall Tiles including material to be used should be of Branded or as decided by Competent Authority of SAI.**
- In the case of any class of work for which there is no such specification as is mentioned in Award of Work/Bid Document, such work shall be carried out in accordance with the instructions and requirement of the office.

## SECTION VI- (A)

### GENERAL TERMS & CONDITIONS

- 1) The bidder is expected to examine carefully all instructions, conditions of contract, the contract data, forms, terms and specifications, bill of quantities, forms in the Bid Document. Bidder shall be solely responsible for his failure to do so.
- 2) **Completion time:** The time shall be the essence of this contract and entire work as titled above is to be completed in all respects within a period of **30 days** from the date of issue of Letter of Award by the SAI CRC Bhopal. Any delay in completing the work for reasons attributable to the Contractor is liable for liquidated damages as per **clause 09** of under this section. Under the force-majeure conditions or delay due to reasons beyond control of the contractor, SAI CRC Bhopal may grant suitable time extension without penalty for which the contractor has to request along with the justification/ reasons well in advance to SAI CRC Bhopal for approval without any prejudice to price escalation. No time extension request shall be considered after the expiry of completion period/contract. The decision of the Competent Authority, SAI CRC Bhopal regarding Time extension will be final and binding on the contractor.
- 3) **Scope of Work:** Detailed scope of work, special terms & conditions, makes of materials and specifications etc. are enclosed as per **Section-V**. Bidder must read them before filling rates.
- 4) **Deviations:** No deviation from the stipulated terms and conditions will be allowed Tender will be unconditional.
- 5) **Site Conditions:** Contractor shall acquaint himself fully with the site conditions and the working environment of SAI CRC Bhopal before quoting his rates. No Compensation on account of any site difficulties will be entertained, at a later date, after award of the work.
- 6) **Terms of Payment:** The payment shall be made on submission of the bills in proper format by the contractor after due certification by the Committee (SAI) responsible for supervision of the work. Contractor may submit two interim or running bills and one final bill after completion of work for claiming payment based on actual quantities of items of work executed as per BOQ and committee instructions.
- 7) **Labour Laws:** The contractor will abide by all the rules and regulations related to labour laws, accident, workmen compensation act, workmen insurance etc. This will be the sole responsibility of the contractor. SAI CRC Bhopal will not be a party at any stage in any of the disputes relating to the above. In case, SAI CRC Bhopal has to bear any expenditure due to non-conformance of the above provisions by the contractor, the same will be recovered from contractor's bills.
- 8) **Rule s governing the Contractor's employee working in the SAI CRC Bhopal Premises:** The contractor's employees working inside the SAI CRC campus will abide by the Centre's rules & regulations for works inside the campus. Any damage to the SAI property due to mishandling, carelessness on the contractor's or his workmen's part will be recoverable from the contractor's bills.
- 9) **Liquidated damages:** In case the work is delayed beyond the specified completion period for reasons attributable to the contractor, deductions on account of Liquidated damages @1/2% of the contract value per week will be deducted subject to a maximum of 5% of the contract value. However, during the delayed period, SAI also reserves the right to get some portion of work done by any other contractor at the risk and cost of the existing contractor and amount to that effect along with 10% overhead charges will be deductible from his bills/dues.
- 10) **Defect Liability period:** Defect liability period shall be one year from the date of completion of work. Any defect arising in this period due to contractor's fault will be rectified by him at his own cost. Failure to do so shall lead to forfeiture of security deposit.

## 11) Security Deposit (Performance Security)

- 11.1 The contractor, shall furnish performance security to the Purchaser for an amount equal to **six percent (6%)** of the total value of the letter of award within **ten (10)** days from date of the issue of Notification of Award by the purchaser, valid up to sixty days after maintenance period 1 year from the date of completion of work.
- 11.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract in any one of the forms namely Demand Draft, Fixed Deposit Receipt/Banker's Cheque drawn from commercial bank in India in favour of **Regional Director, Sports Authority of India**.
- 11.3 In the event of any amendment issued to the letter of award/supply order, regarding extension of Delivery Period, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the letter of award/supply order, as amended.
- 11.4 The Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations.

12) **VARIATION AND SCHEDULE OF QUANTITIES.** The quantities set out in the schedule of items are the estimated quantities of the permanent work only. Any individual items may vary to any extent or be excluded altogether. The actual quantities may vary from those indicated in the tender documents due to the actual condition of site or due to the other reason. The contractor shall carry out all work upto a total variation of  $\pm 25\%$ .

- 13) Contractor should depute a qualified supervisor dedicated for this work, who will monitor and coordinate work from contractor's side and interact with the SAI officers, responsible for supervision of work, on regular basis.
- 14) Contractor will take due permission for entry of all his workmen in SAI CRC Bhopal. No unauthorized person will be allowed to work inside.
- 15) The contractor will arrange all necessary materials, tools, equipment, access ladders & scaffolding, measuring instruments and working consumables etc. needed for execution of the works. Safe custody of all such material will be contractor's sole responsibility. No extra charges will be paid for the same. Watch and ward of all material till the system is taken over by SAI CRC Bhopal shall be the sole responsibility of the contractor and pilferage etc. shall be entirely to his account.
- 16) During execution of work, Competent Authority, SAI can make minor changes in the scope of work as per site conditions or other reasons.
- 17) If during the execution of works, any damage is caused to SAI property by contractor's workers, contractor will duly make good the loss. SAI has the right to make suitable deduction from contractor's bills along with penalty, if contractor fails to make good the loss.
- 18) During execution of work, the contractor should follow all standard norms of safety measures/precautions as per relevant IS codes and CPWD specifications to avoid accidents/damages to man, machines and buildings, at his own cost. Contractor will have his own arrangement to escort the labour to the nearest hospital for treatment in case any injury happens to any worker during execution of work.
- 19) Manpower deployed by the contractor at our site for carrying out contract works is strictly prohibited being associated with any other works on the campus.
- 20) No material belonging to the contractor whether consumable or non-consumable should be brought inside the SAI CRC campus without proper entry at the Main Gate nor any material should be taken out without proper gate pass issued by the authorized representatives of the Centre.
- 21) During execution of the work, contractor should dispose of waste material on regular basis and should keep the area of work properly neat and clean as far as possible. After completion of work, contractor should clear the site completely of all unwanted and junk material before submitting his final bill.



- 22) SAI CRC Bhopal may provide water and electricity during execution of work at particular point at campus as per actual charges.
- 23) The contractor has to make his own arrangements for supplying power and water from that point onwards as per his requirements.
- 24) If dispute or difference of any kind shall arise between the SAI and the contractor in connection with or relating to the Contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 25) If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the SAI or the contractor may give notice to the either party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between SAI and contractor relating to any matter arising out of or connected with the Contract, such dispute or difference shall be referred to the sole arbitration appointed to be the arbitrator by the Director General, SAI. The award of the arbitrator will be final and binding on the parties of the contract. The procedure to be followed during arbitration and fee of arbitrators shall be as per prevailing rules and policies of SAI.
- 26) Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e. **Bhopal** only.
- 27) The Courts of Bhopal will have the exclusive jurisdiction to try the disputes.

**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 VI- (B)**

### **SPECIAL TERMS AND CONDITIONS**

- 1) Contractor will first submit the shade cards of relevant make of tiles to SAI CRC Bhopal for approval of colour/design before procuring the tiles in bulk.
- 2) Contractor's job will also include removing of all malba and debris arising in the process of tile work including washing of floor, at no extra cost.
- 3) Contractor will arrange proper ladders, scaffolding and jhoolas (for tiling at higher levels) at his own cost and will take all safety measures like safety belts, extra labour to hold ladders/Jhoolas etc. If it is observed that work is proceeding without adequate safety precautions, work may be stopped by representative of SAI Bhopal and in such cases, contractor will be solely responsible for delay and its consequences thereof.
- 4) **Check Measurements:**
  - a. The SAI reserves to itself the right to prescribe a scale of check measurement of work in general or specific scale for specific works or by other special orders.
  - b. Checking of measurement by superior officer shall supersede measurements by subordinate officer(s)/ENC.
  - c. Any over/excess payments detected, as a result of such check measurement or 'otherwise at any stage up to the date of completion of the defect liability period specified in this contract, shall be recoverable from the Contractor.

**SECTION – VII (A)  
CHECKLIST**

Name of Bidder: Name of Manufacturer

Sl.NO.	Activity	Yes/No/NA	Page No. in the TE Document	Remarks
1)	Have you enclosed EMD of required amount for the quoted schedules?			
2)	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section IV D?			
3)	In case Bank Guarantee is furnished, have you kept its validity of ____days from Techno Commercial Tender Opening date as per Section I of IFB?			
4)	Have you enclosed duly filled Tender Form as per format in Section IV (A)?			
5)	Have you enclosed power of attorney in favor of signatory?			
6)	Have you submitted satisfactory performance certificate as per criteria stipulated in Section III (A) of RFP.			
7)	Have you submitted copy of the order (s) and end user certificate?			
8)	Have you submitted prices of services in the price			
9)	Have you kept validity of ___ days from the Techno			
10)	Have you furnished PAN No. as allotted by the Income Tax			
11)	Have you intimated the name an full address of your			
12)	Have you fully accepted payment terms as per TE			
13)	Have you fully accepted contract period as per TE Document?			

14)	Have you submitted the certificate of			
15)	Have you accepted terms and conditions of TE			
16)	Have you furnished documents establishing your per			
17)	Have you furnished Average Annual Turnover for last			
18)	Have you enclosed the Affidavit as per Section IV (I) of the			

*nOTE*

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

(Signature with date)

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

For and on behalf of

(Name, address and stamp of the tendering firm)