



## e-Bidding Document

# for Operation & Comprehensive Maintenance of Flood Light Installed in Synthetic Hockey Field

at

**SPORTS AUTHORITY OF INDIA, UDHAV DAS MEHTA (BHAJI),  
CENTRAL REGIONAL CENTRE, GRAM GORA, BISHENKHERI,  
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# DISCLAIMER

This RFP is being issued by Sports Authority of India (SAI), Central Regional Centre, Bhopal for procurement of works of Operation & Comprehensive Maintenance of Flood Light Installed in Synthetic Hockey Field on such terms and conditions and scope of work as set out in this RFP document.

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

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

## SECTION I

### (Second Call)

#### INVITATION FOR BID (IFB)

1. Sports Authority of India (SAI), Central Regional Centre, Bhopal, invites online bids (**Manual bids shall not be accepted**) on two bid system for Operation & Comprehensive Maintenance of Flood Light Installed in Synthetic Hockey Field at SAI CRC Bhopal as given under:

Brief Description of Work	Amount of Bid Security (In Rs.)
Operation & Comprehensive Maintenance of Flood Light Installed in Synthetic Hockey Field at SAI CRC Bhopal for the year 2018-19	16,000/-

Scanned copy of Bid Security is to be uploaded online and Hard copy of the same must be sent to the **office of Director Incharge, SAI CRC Bhopal, Gram Gora, Bishenkheri, Post- Suraj Nagar, Bhopal (Madhya Pradesh) Pin-462044** on or before Bid Submission Date & Time as mentioned in Critical Date Sheet.

#### ***SCHEDULE OF BIDDING PROCESS WITH KEY DETAILS***

<b>Date of publish of RFP on e-procurement portal of CPP</b>	22.11.2018 (06:00 PM)
Downloading of Bid Document Start Date	23.11.2018 (09:30 AM)
Downloading of Bid Document End Date	04.12.2018 (04:00 PM)
Bid Submission Start Date	23.11.2018 (09:30 AM)
Bid Submission End Date	04.12.2018 (04:00 PM)
Clarification Start Date	26.11.2018 (09:30 AM)
Clarification End Date	30.11.2018 (06:00 PM)
Technical Bid Opening Date	<b>05.12.2018</b> (04:00 PM)
<b>Opening of Price Bid (Bid 2)</b>	<b>To be informed separately</b>

\*\* 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 **‘Instructions to the Bidder’** for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>
4. Tenderer who has downloaded the tender from the Central Public Procurement Portal (CPP) website <http://eprocure.gov.in/eprocure/app> and SAI website [www.sportsauthorityofindia.nic.in](http://www.sportsauthorityofindia.nic.in) **shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if it 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.

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

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**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. **“SAI”** means the organisation procuring services as incorporated in the Tender Enquiry documents i.e., **Operation & Comprehensive Maintenance of Flood Light Installed in Synthetic Hockey Field at SAI CRC Bhopal,**
- b. **“Tender”** means bids/quotations/Tender received from a Firm/ Bidder.
- c. **“Bidder”** means bidder/the individual or firm submitting bids/Quotations/Tender.
- d. **“Contractor/Service provider”** means the individuals or the firm providing services as incorporated in the contract.
- e. **“Services”** means the services as incorporated in the scope of work.
- f. **“Earnest Money Deposit”** (EMD) means Bid Security/monetary or financial guarantee to be furnished by a bidder along with its tender.
- g. **“Contract”** means the written agreement entered into between the SAI and Service provider, together with all the documents mentioned therein and including all attachments, annexure etc., therein.
- h. **“Performance Security”** means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- i. **“Specification”** means the document/standard that prescribes the requirement with which service has to conform.
- j. **“Inspection”** means activities such as measuring, examining, testing, gauging one or more characteristics of service and comparing the same with the specified requirement to determine conformity.
- k. **“Day”** means calendar day.

iii) Abbreviation:-

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

**2. Introduction**

- i) This bid document is for procurement of services as mentioned in **Section -V “Scope of Work”**.

- ii) 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 SAI for receipt and opening of bids as well as scrutiny and evaluation of bids and subsequent placement of contract.
- iii) Before formulating the bid and submitting the same to the SAI, 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 or Hindi translation shall prevail.

### **4. Tendering Expenses**

The Bidders shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The SAI will, in no case be responsible or liable for any such cost, expenditure etc regardless of the 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 and/or country of manufacture and supply. On such matters, the purchaser shall not entertain any request from the bidders.

## **(b) BIDDING DOCUMENTS**

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



## **7. Amendment(s) to Bid Document**

- i) At any time prior to the deadline for submission of bid, the SAI may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid document by issuing suitable amendment(s) to it.
- ii) Such an amendment to the bid document will be uploaded on SAI website: [www.sportsauthorityofindia.nic.in](http://www.sportsauthorityofindia.nic.in) & [www.saicrc.in](http://www.saicrc.in) and Central Public Procurement (CPP) Portal of Government of India i.e. [www.eprocure.gov.in](http://www.eprocure.gov.in) only.
- iii) Prospective bidders are advised in their own interest to visit website of Sports Authority of India (SAI) and CPP Portal for any amendment etc. before submitting their bids.
- iv) In order to afford prospective bidders reasonable time to take into account the amendments in preparing their bids, SAI may, at its discretion, suitably extend the dead line for submission of bids.

## **8. Modifications/withdrawal of bids**

- (i) 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.
- (ii) The bidder may modify or withdraw his bid after submission, provided that a written notice of the modification or withdrawal is received by the SAI prior to the deadline prescribed for submission of bids.

## **9. Clarification of Bid Document**

- (i) A bidder requiring any clarification or elucidation on any issue in respect of the bid document may take up the same with the SAI in writing through Online. The SAI will respond in writing to such request provided the same is received (by the SAI) not later than 03 days prior to the prescribed original date of submission of bid.
- (ii) Any clarification issued by SAI in response to query (ies) raised by the prospective bidders shall form an integral part of bid document and it may amount to an amendment of the relevant clause(s) of the bid document.

## **10. Late bids**

Any bid submitted after the specified date and time for submission of bids shall not be considered.

## **11. Bid format**

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

## (c) PREPARATION OF BIDS

### 12. Documents comprising the bid

The two bid system, i.e, "**Technical Bid**" and "**Financial Bid**" prepared by the bidder shall comprise of the following:-

### 13. Technical Bid:

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

- (i) Bid Security: Bid Security is to be furnished in accordance with clause 17 of ITB and as per form at **Section IV (A)**. Alternatively, documentary evidence for claiming exemption, if any, from payment of Earnest Money.
- (ii) Self-attested ID proof, address proof, Pan Card and a recent passport size colored photograph of authorized representative.
- (iii) Certificate of Incorporation, Articles and Memorandum of Association in case of companies/Partnership Deed and Registration of Partnership Firm in case of Firms/Any document proving ownership of proprietary firm.
- (iv) Documents mentioned in the qualification criteria as per **Section III (A)**.
- (v) "Performance Statement" as per perform in **Section III (B)** along with relevant copies of orders and end users' satisfaction certificate.
- (vi) National Electronic Fund Transfer (NEFT Form) as per **Section IV (D)** for payment in Indian Rupee.
- (vii) **Certificate of Chartered Accountant showing average annual turnover of Rs.6 lac** for the last three financial years 2015-16, 2016-17 & 2017-18/2014-15.
- (viii) Latest Income Tax returns filed for the last three financial years (2015-16, 2016-17 & 2017-18).
- (ix) Goods & Services Tax Certificate
- (x) Valid PAN,
- (xi) Authorized Electrical License from Central/State Government Department.**
- (xii) Registration No. and Certificates for Shops & Establishment Act of the respective state, if applicable.
- (xiii) The bidder should not be debarred/blacklisted during the last three financial years. (Undertaking thereof).

**Note-1:** *The bidding companies /firms /agencies are required to attest (self attestation) the scanned copies of documents, along with the bid, signed on each page with seal, to establish the bidders' eligibility and qualifications failing which their bid shall be summarily rejected and will not be considered. The bidders are responsible for what they attest and claim; if, later on, it is found that whatever has been attested by the bidder is not true/ correct, the company/ firm / agency of the bidder will render itself liable for punitive action including black- listing for purpose of procurement of any service (s), in addition to attracting penal provisions of the agreement.*

**Note-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)

**Note-3:** The Technical bid shall not include any financial information. Such a bid shall be summarily rejected.

**14. Price Bid/Financial Bid:** - This should be uploaded online in the prescribed PDF format as per **Section IV (C)** of bid document.

- (i) The Bidder shall quote for all the components of items specified in the price schedule provided under **Section IV (C)** with details of the scope of work required as per **Section V**. All the columns shown in the price schedule should be filled up as required.
- (ii) The authorized signatory of the bidder must sign the bid, duly stamped at appropriate places with initial on all the remaining pages of the bid. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, SAI may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- (iii) No condition shall be attached to the Financial Bid. Conditional bids shall be summarily rejected.
- (iv) It is the responsibility of Bidder to go through the Bidding Document before offering rates as per price schedule.
- (v) All pages of the Bid should be page numbered and indexed.
- (vi) 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 (D).

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

#### **14. Firm Price**

- (i) The prices quoted by the Bidder shall remain firm and fixed during the currency of the contract.
- (ii) The successful bidder shall not be entitled to claim any additional amount for any reason whatsoever during the currency of contract period.
- (iii) Sales-tax/VAT (except GST), purchase tax, turnover tax or any other tax, if applicable in respect of this contract shall be payable by the bidder and SAI will not entertain any claim whatsoever in respect of the same. However, in respect of GST, if payable, same shall be paid by the bidder to the concerned department on demand and it will be reimbursed to him by the SAI after satisfying that it has been actually and genuinely paid by the bidder.

#### **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)

- (i) **EMD/ Bid Security::** Bidder should furnish an EMD of an amount of **Rs.16,000/- (Rupees sixteen thousand only)** in the shape of **Demand Draft** from a Commercial Bank in India drawn in favour of **"Regional Director, Sports, Authority of India"** payable at **Bhopal**. This EMD should be submitted in sealed envelope superscribed as EMD & Tender No. **"104/2/SAI/CRC/LTE/Flood Light/2018-19 dated 1<sup>st</sup> November, 2018"** on or before last date & time of submission of bids. In the absence of EMD/Exemption Certificate, the tender will be rejected. In the event of the awardee bidder backing out, EMD of that bidder will be forfeited.
- (ii) In case, as per notification of Government of India, the bidder falls in the category of exemption of Bid Security, it should furnish the relevant notification along with required documents like valid Registration Certificate etc.

**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, 04.12.2018.**

- (iii) The Bid Security shall be valid for a period of 45 days beyond the validity period of the bid, as validity period of bid as per clause ITB is 180 days. The Bid Security shall be valid for 225 days from the date of opening of the Technical Bid.
- (iv) 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.
- (v) 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

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

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

#### **19. Signing of bids**

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

#### **(d) SUBMISSION OF BIDS**

#### **20. Submission of bids**

- (i) Bids should be submitted online as per the instructions given for online submission under Section II (B).
- (ii) Bids must be received by the SAI not later than the date and time prescribed in the bid document.
- (iii) SAI, at his discretion, may extend the deadline for submission of bids by amending the bid document in accordance with **clause 7** of **ITB**. In that case, all rights and obligations of the SAI and the bidders would automatically stand extended.
- (iv) Submission of more than one bid by the same bidder shall entail him for disqualification from participating in the bid process.

#### **(e) BID OPENING**

#### **21. Opening of bids**

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

- (iv) Two – bid system as mentioned in Para 11 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, past experience, 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, if any offered etc., as deemed fit by bid opening official(s) will also be read out.

#### **(f) 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**

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

#### **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 may convey its observation on such 'minor' issues to the bidder by CPP Portal etc. asking the bidder to response by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

#### **25. Discrepancies in Prices**

- a) If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the SAI feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- b) If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected, and
- c) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- d) If, as per the judgment of the SAI, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by e-mail/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**

- (i) The Contract shall be awarded to the responsive Bidder(s) who is overall **Lowest** and who meets the laid down Qualification Criteria in the Bid documents. This means that award criteria will be based on the least cost, which would be total payout including all taxes, duties and levies.
- (ii) The SAI reserves the right to give the price preference/ Award preference as per the instruction in vogue while evaluating, comparing and ranking the responsive Bids. The Bidders claiming the same should enclose the concerned Notification of Govt. of India along with other relevant documents so as to establish their claim for such preferences.

#### **28. Contacting the SAI**

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

## **(g) 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 in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder (s).

### **30. Notification of Award**

- (i) The bidder whose bid has been accepted will be notified of the award by the SAI prior to the expiry of the bid validity period.
- (ii) Before expiry of the bid validity period, the SAI will notify the successful bidder in writing, by registered / speed post or by email/ CPP Portal that its bid for items, which have been selected by the SAI, also briefly indicating there-in, that the essential details like description and prices have been accepted. The successful bidder must furnish to the SAI the required Performance Security within 15 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 2 under **Section VI**.
- (iii) The Letter of Award (LoA) will state the sum that the SAI will pay to the successful bidder in consideration of the services to be provided by him.
- (iv) The details of award of work and name of the successful bidder shall be mentioned on the CPP Portal.
- (v) Notification of Award shall constitute the conclusion of the Contract.

### **31. Issue of Contract**

- (i) Promptly after notification of award, the SAI will mail the Contract Agreement as per **Section VII (A)**, duly completed and signed, in duplicate, to the successful bidder by registered / speed post.
- (ii) The successful bidder shall return the original copy of the contract, duly signed and dated, to the SAI by registered/ speed post within 15 days from the date of issue of the contract.
- (iii) Execution of the agreement on Rs.1000/- Stamp paper, the cost of the same borne by contractor.

### **32. 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 2 of **Section VI** shall constitute sufficient ground for annulment of the award and forfeiture of bid security.

### **33. Cancellation of Bid/Contract**

The SAI reserves the right to cancel the bid(s)/contract without assigning any reason. Before Annulment of contract, SAI will notify the service bidder giving a notice of 30 days.

### **34. Disqualification**

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



### **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 tender process 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**

- (i) A bidder shall not have conflict of interest with others bidders. Such conflict of interest can lead to anti competitive practices to the detriment of SAI's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process if;
  - a) they have controlling partner (s) in common; or
  - b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or
  - c) they have the same legal representative/agent for purposes of this bid; or
  - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
  - e) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assemblies from one bidding manufacturer in more than one bid.
  - f) In case of a holding company having more than one independently serving 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:**
  - (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in//eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
  - (ii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
  - (iii) Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
  - (iv) 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.
  - (v) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
  - (vi) Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
3. **SEARCHING FOR TENDER DOCUMENTS:**
  - (i) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
  - (ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
  - (iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case if they want to obtain any clarification / help from the helpdesk may use it.
4. **PREPARATION OF BIDS:**
  - (i) Bidder should take into account corrigendum published on the tender document before submitting their bids.

- (ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Bidder, in advance, should get ready the 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.
- (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 indicated in the tender document.
- (iii) Bidder has to select the payment option as “offline” to pay the EMD as applicable and enter details of the instrument.**
- (iv) Bidder should prepare the EMD as per the instruction specified in the tender document. The original should be posted/couriered/given in person to the 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 physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time Otherwise the uploaded bid will be rejected.**
- (v) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- (vi) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- (vii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (viii) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.
- (ix) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- (x) 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**. All bids **(Both Technical and Financial should be submitted in the E-procurement portal)**.

#### 6. ASSISTANCE TO BIDDERS

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender.
- (ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. **The 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. 104/2/SAI/CRC/LTE/Flood Light/2018-19**

**Dated: 22.11.2018**

The bidder must satisfy the following eligibility criteria

S. N.	Criteria	Documentary Evidence Required
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.	<b>Certificate of Chartered Accountant showing average annual turnover of Rs.6 lac</b> for the last three financial years 2015-16, 2016-17 & 2017-18/2014-15.	Statutory Auditor's Certificate that provides the information explicitly as per the criteria. Statutory Auditor's Certificate is mandatory.
3.	The bidder must have completed satisfactorily one order of High Mast Light Work at least 80% of the estimated cost (rounded to nearest Rs. 1 lac). Or At least two orders each of value not less than 60% of estimated cost. Or At least three orders each of value not less than 40% of estimated cost in the last five years to Central/State Government departments/autonomous bodies/PSUs/ reputed private institutions.	The requisite work order (s) along with satisfactory completion certificates issued by relevant authority not less than the rank of Section Officer.
4.	Latest Income Tax Returns filed for the last three financial years (2015-16, 2016-17 & 2017-18).	
5.	PAN No.	
6.	The bidder should have a valid GST No. or should have registered under GST.	Enclose copy of GST registration certificate.
7.	Authorized Electrical License from Central/State Govt.	
8.	The bidder enclosed the Affidavit as per Section IV (H) of the TE Document	
9.	The bidders should not have been debarred/blacklisted by any state/central government/PSUs/Autonomous	Enclose blacklisting declaration in the format given in Section IV (H)
10.	Any other document mentioned in tender the document	

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

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

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

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

Name and address of the department where worked : \_\_\_\_\_

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

Signature and seal of the Bidder

**Note:** The copies of orders and satisfactory completion certificate in respect of works detailed in above statement are must be attached.

**SECTION - III (C)**  
**SELECTION 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 Para 13 of Section II (ITB) of the tender documents.
4. Technical bids of only those bidders who have submitted Bid Security as per terms of NIT will be opened.
5. The successful bidder will be the one who emerges overall LI out of responsive bids. Basis of ranking will be the least cost, which would be total payout including all taxes, duties and levies. In case, the two or more firms offer the same rates, successful bidders will be the one whose average turnover during the last three financial years is higher than the other competitor (s).

## SECTION - IV

### (A) BID SUBMISSION FORM

Date\_\_\_\_\_

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

Ref: **Your Bidding Document No. 104/2/SAI/CRC/LTE/Flood Light/2018-19**

We, the undersigned have examined the above mentioned Bidding Document, including amendment/corrigendum No. \_\_\_\_\_, dated \_\_\_\_\_ (if any), the receipt of which is hereby confirmed. We now offer to provide **Operation & Comprehensive Maintenance of Flood Light Installed in Synthetic Hockey Field at SAI CRC Bhopal** 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.

- 1) 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 2, in Section - VI for due performance of the contract.
- 2) We agree to keep our Bid valid for acceptance for 180 days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. 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.
- 3) We agree to provide qualified workers as indicated in the Tender Documents for Operation & Comprehensive Maintenance of Flood Light Installed in Synthetic Hockey Field as per terms & conditions of the tender documents.
- 4) We also agree to submit the bill on monthly basis and accept for making payment to the workers as per the Minimum Wages notified by the Government.
- 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 all terms and conditions of General Conditions of Contract as per Section VI.
- 8) We further understand that you are not bound to accept the **LOWEST** or any Bid you may receive against your above-referred Bid Reference.
- 9) 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.
- 10) We confirm that no near relative of ours is an employee in SAI who is connected with the award and executive of the contract.
- 11) We confirm that we are competent to contract and we do not stand deregistered/banned/blacklisted by any Govt. Authorities.
- 12) 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 authorised to sign Bid for and on behalf of Messrs\_\_\_\_\_

[Name & address



**SECTION - IV**  
**(B) Form for Power of Attorney**

Know all men by these presents, we, \_\_\_\_\_(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 arising out of our bid for the said Tender and /or till the entering into the Contract with Purchaser.

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

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

For \_\_\_\_\_

(Signature)

(Name, Title, and Address) Witnesses:

- 1.
- 2.

Accepted (Notarized)  
(Signature)

(Name, Title and Address of the Attorney)

## Section- IV

### (C) FINANCIAL BID/PRICE BID

**FINANCIAL BIDS DOCUMENTS FOR OPERATION & COMPREHENSIVE MAINTENANCE OF FLOOD LIGHT INSTALLED IN SYNTHETIC HOCEKY FIELD AT SAI CRC BHOPAL FOR THE YEAR 2018-19.**

1. Name of the Bidder : .....
2. Address of the Bidder : .....  
.....
3. Tender Id .....
4. Bid Reference No. ....

<b>Monthly Rates (Inclusive of all Charges Except GST) (In Rs.)</b>	<b>GST</b>	<b>Grand Total (A + B)</b>
<b>(A)</b>	<b>(B)</b>	<b>(C)</b>

Grand Total in Figure : Rs. ....

Grand Total in Words : Rupees.....

This is certify that I/we have studied site, read and understood all clauses of the tender in case of award of contract I/we undertake to abide by all terms and conditions mentioned in the tender.

Dated .....

(Signature of the Bidder)

Address :.....

.....

Tel. No. ....

Fax No. ....

**(Seal of the Bidder)**

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

**Bid Reference No.: 104/2/SAI/CRC/LTE/Flood Light/2018-19**  
**22.11.2018**

**Dated**

To  
The Director Incharge  
Sports Authority of India  
Central Regional Centre  
Gram Gora, Bishenkheri,  
Post Suraj Nagar,  
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 name</b>	
<b>Branch Address</b>	
<b>Branch Telephone / Fax no.</b>	
<b>Agency/Contractor Bank Account No.</b>	
<b>Type of Account</b>	
<b>IFSC code for NEFT</b>	
<b>IFSC code for RTGS</b>	
<b>Agency/Contractor name as per</b>	
<b>Telephone no. of Agency/Contractor</b>	
<b>E-mail ID of Agency/Contractor</b>	

[Signature with date, name and  
designation] For and on behalf of Messrs \_\_\_\_\_

[Name & address of the bidder]

**Enclose a copy of Crossed Cheque**

**SECTION – IV**

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

Tender No. -----

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

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

Order of Preference	Name	Specimen
Signature		
1.		

2.

Alternate Representative

Signatures of bidder

Or

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

**Note:**

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

## **SECTION IV**

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

It is hereby disclosed that we have not any conflict of interest with others bidders in terms of conditions stipulated in clause No. 37 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

### (G) DISCLOSURE OF CODE OF INTEGRITY

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

**1. Prohibition of:-**

- a) Making offer either directly or indirectly in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- b) Any omission, or misrepresentation that may mislead or attempt to mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- c) Any collusion, bid rigging or anti competitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
- d) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- e) Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.
- f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- g) Obstruction of any investigation or auditing of a procurement process.
- h) Making false declaration or providing false information for participation in a tender process or to secure a contract.

- 2.** It is also disclosed that no previous transgressions have been made in respect of the provisions of Sub Clause (i) of Rule 175 of GFR with any entity in any country during the last three year or of being debarred by any other procuring entity.

(Authorized Signatory)

Stamp

**SECTION IV**  
**(H) 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 Organization (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:**

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

## SECTION -V

### (SCOPE OF WORK)

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

**Following scope of work will be provided by the contractor for operation and maintenance of flood light in Hockey synthetic field:-**

- a. Maintenance work of electrical installation shall be carried out in accordance with the general specification for electrical work.
- b. Attending to electrical complaints in the 01 no. Hockey fields at Central Regional Centre for Sports Authority of India at Bhopal, one licensed wireman having domestic and overhead and industrial license and one helper will have to be provided. The electrical complaints shall be done by the staff of contractor with full satisfaction of this office.
- c. This office in charge shall be instructed to maintenance staff for attending the complaints and they will report to Competent Authority of SAI CRC Bhopal.
- d. The Flood Light maintenance work is required on all days including holidays during the month.
- e. Work related to repair/replacement of flood light lamp, capacitor igniter and other related spares and preventive maintenance of flood light installation carried in SAI premises.
- f. The defective/ replaceable material will be supplied by the contractor, make of material with strictly be used as per attached approved list of electrical material and full satisfaction of Competent Authority of SAI CRC Bhopal
- g. The unserviceable/ burnt electrical material shown to Authority in charge after that returned to the contractor.
- h. The contractor shall maintain a complaint register to keep up the record of complaint and rectifications, as well as to maintain instruction given by Regional Director/Authorized Officer and their compliance.
- i. Contractor shall also maintain for register to keep up the record of electrical material used and issued to the staff with verification of Regional Director / Authorized Officer SAI CRC Bhopal.
- j. Contractor shall have to make arrangement for absolute checking of electrical installation before to start the games or activities and shall kept in order with full satisfaction of officer in Charge/ Regional Director.
- k. Contractor shall instruct to each wireman to keep the tool kit useful in the workmanship work which shall be arranged by the contractor.
- l. Contractor shall be responsible for the rectification of complaints as received specially of electrical fittings within the stipulated time period.
- m. The General preventive periodically maintenance of all electrical installation shall be done by the contractor which shall be come under scope of work.



- n. The General T&P equipments such as ladders, Maggers, earth tester etc. are arranged by the contractor as and when required and ladder above 8” high and other special equipment shall also be arranged by the contractor.
- o. The contractor shall instruct and provide the Toolkit to each wireman useful in the workmanship work.
- p. The contractor shall be responsible for any damage and shall have to rectify goods to its original shaped, description as and when theft etc. is noticed or taken place due to the wrong operation of the equipments or negligence of contractor’s staff.
- q. The Contractor shall have required number of caution boards such as man or Line, Don’t switch on for displaying on the working place while undergoing repair works.
- r. The contractor shall take over the electrical installation before commencement of the work and make over the same at the time of completion of contract in original condition.
- s. **List of Installed Goods in Synthetic Hockey Field as per Appendix-A.**

**(Name & signature of tenderer)**

**With stamp of the firm**

**LIST OF INSTALLATION GOODS FLOOD LIGHT HOCKEY SYNTHETIC FIELD****Tower No. 1**

<b>S.No.</b>	<b>Descriptions of goods</b>	<b>Quantity in nos.</b>	<b>Remark</b>
1.	Total fitting (each fitting 2000W)	54	In operation condition
2.	Total Aviation lights	2	In operation condition
3.	Total C.G.R.	4	In operation condition
4.	Total Lighting panel	8	In operation condition
5.	Main distribution board	1	In operation condition
6.	10 KVA UPS	1	Battery Discharge
7.	Mimic panel	1	In operation condition
8.	3 Phase Exhaust fan	2	In operation condition

**Tower No. 2**

<b>S.No.</b>	<b>Descriptions of goods</b>	<b>Quantity in nos.</b>	<b>Remark</b>
1.	Total fitting (each fitting 2000W)	54	In operation condition
2.	Total Aviation lights	2	In operation condition
3.	Total C.G.R.	4	In operation condition
4.	Total Lighting panel	8	In operation condition
5.	Main distribution board	1	In operation condition
6.	10 KVA UPS	1	Battery Discharge
7.	Mimic panel	1	In operation condition
8.	3 Phase Exhaust fan	2	In operation condition

**Tower No. 3**

<b>S.No.</b>	<b>Descriptions of goods</b>	<b>Quantity in nos.</b>	<b>Remark</b>
1.	Total fitting (each fitting 2000W	54	In operation condition
2.	Total Aviation lights	2	In operation condition
3.	Total C.G.R.	4	In operation condition
4.	Total Lighting panel	8	In operation condition
5.	Main distribution board	1	In operation condition
6.	10 KVA UPS	1	Battery Discharge
7.	Mimic panel	1	In operation condition
8.	3 Phase Exhaust fan	2	In operation condition

**Tower No. 4**

<b>S.No.</b>	<b>Descriptions of goods</b>	<b>Quantity in nos.</b>	<b>Remark</b>
1.	Total fitting (each fitting 2000W	54	In operation condition
2.	Total Aviation lights	2	In operation condition
3.	Total C.G.R.	4	In operation condition
4.	Total Lighting panel	8	In operation condition
5.	Main distribution board	1	In operation condition
6.	10 KVA UPS	1	Battery Discharge
7.	Mimic panel	1	In operation condition
8.	3 Phase Exhaust fan	2	In operation condition

**SECTION VI**  
**GENERAL CONDITIONS OF CONTRACT**

1. The contract will be initially for a **period of one year** commencing from the date mentioned in the Notification of Award, However, in normal circumstances the Agreement is terminable by giving 30 days notice in writing by either party to the agreement.
2. The successful bidder/contractor would have to deposit an amount of 5% of the cost of work of Annual contract of value towards Performance Security through Demand Draft from a commercial bank in favour of **“Regional Director, Sports Authority of India”** within 10 days of awarding of the contract, no interest shall be payable on the said amount. The said amount shall be refunded after two months from the date of completion of the work, subject to deduction of any outstanding dues etc.
3. The Contractor shall be the sole and principle employer of the staff and labour employed by them and shall be solely responsible for observing and complying with all employment regulations, labour laws including contract labour (Regulation & Abolition) Act) as applicable from time to time and other terms and conditions as laid down in this regard from time to time by the Govt. of India.
4. The contractor shall bear all expenses regarding uniforms, preparation of their Identity card, compensations, wages and allowances (DA), PF, ESI, Bonus and Gratuity as applicable relating to personnel engaged by him and abide by the provisions of various labour legislations including weekly off and working hours.
5. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
6. Income Tax, TDS as per rules shall be deducted from the bills of the contractor as per applicable laws.
7. The contractor will be held wholly responsible for any action taken by statutory bodies for violation/non-compilation of any such provision/rule.
8. The Contract shall be governed by and interpreted in accordance with the laws of India
9. In case of any dispute between the employees and successful bidder, SAI will have no responsibility and shall not be responsible for any compensation in any form to such employment to any of such employees during the currency of and/or after the expiry of this agreement.
10. The agency will submit the bill for the Maintenance flood light to the office of SAI, CRC, Bhopal by the 2<sup>nd</sup> of every month for proceeding month after verification by the officer deputed by him for the same. The payment of the bill be made by 6<sup>th</sup> to 8<sup>th</sup> of each month as far as possible through e-transfer in favour of the agency if services are found satisfactory and all required documents are enclosed.
11. The successful tendered shall be responsible for ensuring the safety of the persons, building structures, boundary wall and open areas etc. In case of any injury to any persons or damages caused to the property of SAI or any third party, the tendered shall be responsible to pay compensation for such injury and or/damages as may be required under the law. In case of any court cases or challan by the police or any local authority or any other party competent to take such action, the tendered shall be solely responsible for defending the cases in a court of law and /or to ensure compliance with the summons or challan so served in this behalf.

12. Any damage done to the electrical installation and buildings by the employees of the tendered, will have to be repaired accordingly.
13. The successful tendered shall be responsible for obtaining any permission license, order of the authorities competent to grant/issue the same for the purpose of electrical installation excluding flood light. The successful tendered shall be responsible for all payment and fees for such permissions/license payable the competent authorities and shall also be liable for payment of all damages/fines or any other charges which may be levied by any authority for breach of any laws by laws regulations orders etc. issued by such authorities.
14. The successful tendered shall be responsible for fulfilling all the statutory provisions of all the labour laws of the Union as well as the State and to payable mandatory dues to Govt. like EPF, ESI, GST and TDS etc. will be deducted while passing bills.
15. The successful tendered will be fully responsible for payment of wages and other dues as prescribed and compliance of various labour laws.
16. The successful tendered should give an undertaking that the staff deployed at the centre in terms of this contract at all time will be employee of the agency exclusively and they shall not be entitled to any claim of employment or permanency of job with SAI also an undertaking will have to be given that the persons put on duty at the Complex are verified by the police authorities.
17. The deploy workers should be medically fit and age not above 60 years with proper identity cards.
18. The successful bidder has to provide a certificate that all the installations (as per tender documents) are in good shape and in working conditions which will be duly verified by the authority and after that the terminations of contract will be come into effect.
19. The Contractor shall pay the wages to the deploy personnel on or before the 7th of every succeeding month, irrespective of delay in payment of Bill by the SAI for whatever reason. Wages payable shall not be less than the Minimum wages as per Central Government Rule payment as declared by the Government from time to time.
20. Contractor shall submit workers EPF number and proof of payment of EPF, ESI etc as applicable every month for the previous month along with the monthly bill with respect to all employees deployed by him at SAI. The contractor shall specifically ensure compliance of various Labor Laws/Acts. Including but not limited to with the following and their enactments/ amendments/notifications.
  - a) The payment of wages Act, 1936
  - b) The Employee Provident Fund Act, 1952
  - c) The Factory Act, 1948
  - d) The Contract Labor (Regulation) Act, 1970
  - e) The Payment of Bonus Act, 1965
  - f) The Payment of Gratuity Act, 1972
  - g) The Employees State Insurance Act, 1948
  - h) The Employment of Children Act, 1938
  - i) The Motor Vehicle Act, 1988
  - j) The Minimum Wages Act, 1948
21. The workers will be screened by the contractor after police verification regarding their antecedent, character and conduct; and a copy of the reports shall also be submitted to SAI.

22. Maintenance work of electrical installations shall be carried out in accordance with the general specifications for electrical work.
23. The Contractor shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by the contractor. The SAI CRC Bhopal shall have no liability in this regard.
24. The contract workers deployed by the contractor shall have the required experience. In case of non-compliance/non-performance of the services according to the terms of the contract, the SAI shall be at liberty to make suitable deductions (ranging from 2% to 10%) from the bill without prejudice to its right under other provisions of the contract.
25. Income Tax TDS as per rules shall be deducted from the bills of the contractor as per applicable laws.
26. The Contractor shall take over the electrical installation before commencement of the work and hand over the same at the time of expiry of the present agreement in original and working condition.
27. In case of failure to comply with the above statutory Rules, Acts, the First Party shall have the right to impose the penalty or cancel the contract.
28. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
29. In case the SAI suspects or finds any work is entrusted to any sub-contractor on piecemeal basis or on regular terms, the SAI reserves the right to terminate the contract without assigning any reasons.
30. The Department shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The department does not recognize any employee employer relationship with any of the workers of the contractor.
31. If as a result of post payment audit, any overpayment is detected in respect of any work done by the contractor or alleged to have done by the agency under the tender, it shall be recovered by the Department from the contractor.
32. The contractor shall provide the copies of relevant record during the period of contract or otherwise even after the contract is over when ever required by the Department etc.,
33. The contractor will be held wholly responsible for any action taken by statutory bodies for violation/non-fulfillment of any such provision/rule.
34. The Contractor should ensure that his workmen are granted Holidays/Leave with wages as per applicable Act/Rules.
35. The SAI reserves its rights to withhold bills, if the contractor fails to produce proof for depositing GST.
36. If any of the workers of the contractor indulges in theft or any illegal/irregular activities, misconduct, the contractor will take appropriate action as per law and rules against its erring workers in consultation with this office and intimate the action taken to this office. If need be, an FIR should be lodged against the erring workers. Such workers, who indulge in such type of activities, should not be further employed in this office by the contractor in any case.

37. The contractor must get police verification of all his personnel employed at SAI CRC Bhopal and submit the report to this office along with Aadhar Card, and other valid proof of residence.
38. **Penalties:** The penalties will be imposed on violation of terms and conditions of agreement as per the list given below:
- In case it is found that work has not been done as per agreement by the contractor or otherwise found unsatisfactory there will be deduction of **5% on first occasion, 10% on second occasion and 15%** on the third occasion out of monthly payment, which will be without prejudice to the right of the SAI. SAI reserves the right to terminate the contract or imposition of penalty as deemed fit for unsatisfactory services.
39. Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause which is beneficial to the SAI will be considered applicable at the time of any dispute/following any statutory rules.
40. **Disclaimer:** The near relatives of SAI are prohibited from participation in this tender. The near relatives for this purpose are defined as:
- a) Members of a Hindu Undivided Family.
  - b) Their Spouse.
  - c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother in-law).
41. 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.
42. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the SAI or the contractor may give notice to the other party of its intention to commence arbitration, as 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 arbitrator appointed by the Director General of Sports Authority of India. The award of the arbitrator will be final and binding on the parties to the Contract.
43. **Venue of Arbitration:** The venue of arbitration shall be the place from where the Contract has been issued.
44. The Court of Bhopal will have the exclusive jurisdiction to try the disputes.
45. The Contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

This is to certify that I/We before signing this tender I/we have visited site & 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 - VII (A)**  
**CONTRACT AGREEMENT**  
**SPORTS AUTHORITY OF INDIA,**

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

Dated \_\_\_\_\_

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

1. Name & address of the Contractor: \_\_\_\_\_
2. Bidding Document No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent Amendment No \_\_\_\_\_, dated \_\_\_\_\_ (if any), issued by the SAI.
3. Service provider'/Contractor Bid No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent communication(s) No \_\_\_\_\_ dated \_\_\_\_\_ (if any), exchanged between the supplier and the purchaser in connection with this Bid.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this Rate Contract:
  - (i) General Conditions of Contract;
  - (ii) Scope of Work
  - (iii) Bid Form furnished by the supplier;
  - (iv) Price Schedule(s) furnished by the supplier in its Bid;
  - (v) SAI's Notification of Award of Contract
5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
  - (i) **Brief particulars of the services which shall be provided by the service provider are as under:**

Monthly Rates (Inclusive all Charges Except GST) (In Rs.)	GST	Grand Total (A + B)
(A)	(B)	(C)

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

**(ii) Contract valid upto:**

**(iii) Prices:**

**(iv) Details of Performance Security:**

**(v) Payment terms:**

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

Received and accepted this Contract

\_\_\_\_\_  
[Signature with date, name and designation]  
for and on behalf of Messrs \_\_\_\_\_

[Name & address of the manufacturers]

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

Date: \_\_\_\_\_



**SECTION - VII (B)  
CHECKLIST**

Name of Bidder:

Sl.NO.	Activity	Document No.	Remarks
1.	Have you enclosed EMD of required amount for the quoted schedules?		
2.	Have you enclosed duly filled Tender Form as per format in Section IV (A)?		
3.	Have you enclosed power of attorney in favor of signatory?		
4.	Have you submitted satisfactory performance certificate as per the perform for performance statement in Section III (B) of TE document in respect of all orders?		
5.	Have you submitted copy of the order (s) and end user certificate?		
6.	Have you submitted prices of services in the Price Bid as per Section IV (C)?		
7.	Have you kept validity of 180 days from the Techno Commercial Tender Opening date as per the TE Document?		
8.	Have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?		
9.	Have you intimated the name an full address of your Banker (s) along with your account Number		
10.	Have you fully accepted payment terms as per TE document?		
11.	Have you submitted the certificate of incorporation?		
12.	Have you accepted terms and conditions of TE document?		

13.	Have you furnished documents establishing your eligibility & qualification criteria as per the TE document?		
14.	Have you enclosed the Affidavit as per Section IV (H) of the TE Document?		
15.	Registration of the Company/Firm (Copy attached)		
16.	Copy of Registration certificate/allotment letter of GST		
17.	Copy of PAN Number of Firm/Proprietor		
18.	Undertaking of the agency confirming the availability of adequate manpower of requisite qualification and experience for deployment at Authority		

*N.B*

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

**(Signature with date)**

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

**For and on behalf of**

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