



दिनांक /Dated: 24-06-2025

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details			
बिड बंद होने की तारीख/समय /Bid End Date/Time	15-07-2025 16:00:00		
बिड खुलने की तारीख/समय /Bid Opening Date/Time	15-07-2025 16:30:00		
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)		
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Youth Affairs And Sports		
विभाग का नाम/Department Name	Department Of Sports		
संगठन का नाम/Organisation Name	Sports Authority Of India (sai)		
कार्यालय का नाम/Office Name	Central Region 462044		
वस्तु श्रेणी /Item Category	Horticulture Service - Lumpsum based - General Maintenance of Garden/Lawn/Field/Nursery/Park, Maintenance of Potted/Container Plant, Landscaping of Garden/ Lawn/ Field/ Nursery/ Park, Development of Garden/ Lawn/ Field/ Nursery/ Park; Propagation of		
अनुबंध अविध /Contract Period	1 Year(s)		
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	33 Lakh (s)		
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	1 Year (s)		
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover			
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No		
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer		

बिड विवरण/Bid Details		
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No	
बिंड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No	
बिड का प्रकार/Type of Bid	Two Packet Bid	
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days	
अनुमानित बिड मूल्य /Estimated Bid Value	4420801	
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation	
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes	
मध्यस्थता खंड/Arbitration Clause	No	
सुलह खंड/Mediation Clause	No	

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	88500

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

- (a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.
- (b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance securityshould be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

Regional Director
Sports Authority of India
(Sai)

विभाजन/Splitting

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes

- 1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
- 3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated online in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
- 4. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
- 5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required:

Financial Bid of Horticulture Tender - <u>1750143048.xlsx</u>

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of work(custom requirements if any):1750143113.pdf

Any other information to be provided by Buyer: 1750143130.pdf

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue	
	Subject: Pre- Bid Meeting of Horticulture Tender Date & Time: 04.07.2025 (12:00 Noon)	
04-07-2025 12:00:00	Join Zoom Link: https://us06web.zoom.us/j/2103961703? pwd=PjORRw6nMxCLFaelBZmSnQ7B1d5pGO.1&omn=82031548584	
	Meeting ID: 210 396 1703 Passcode: 12345	

Horticulture Service - Lumpsum Based - General Maintenance Of Garden/Lawn/Field/Nursery/Park, Maintenance Of Potted/Container Plant, Landscaping Of Garden/ Lawn/ Field/ Nursery/ Park, Development Of Garden/ Lawn/ Field/ Nursery/ Park; Propagation Of .. (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण / Spec ificat ion	मूल्य/ Values	
Scop e of Servi ce	General Maintenance of Garden/Lawn/Field/Nursery/Park , Maintenance of Potted/Container Plant , Landscaping of Garden/ Lawn/ Field/ Nursery/ Park , Development of Garden/ Lawn/ Field/ Nursery/ Park	
Servi ce Inclus ions	Propagation of Horticultural Crops , Site Clearing , Soil Quality Checking , Garden Designing , Soil Preparation , Planting Trees/Plants/Grass , General Maintenance of Plant (Mowing, Strimming, Laying, Sweeping, Watering, Weeding) , Applying Fertilizers , Applying Pesticides , Trimming & Pruning , Landscaping , Cleaning & Painting of Potted Plants , Preparation of Seed Bed , Potting Mixture , Seed Sowing , Irrigation , Weeding , Hoeing , Cutting	
Propa gatio n Meth od to be used	As per ATC	
एडऑन /Addon(s)		

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	ਧ ਗ/Address	संसाधनों की मात्रा / Estimated number of plants to be maintained/c ultivated as per scope of work	अतिरिक्त आवश्यकता /Additional Requirement
1	SANJIB LAHKAR	462044,SPORTS AUTHORITY OF INDIA, UDHAV DAS MEHTA (BHAIJI), CENTRAL REGIONAL CENTRE, GRAM GORA, BISHEN KHERI, BHADBHADA ROAD BHOPAL	1	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तै/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Regional Director, Sports Authority of India payable at Bhopal

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

3. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

Regional Director, Sports Authority of India

. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

4. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of

Regional Director, Sports Authority of India payable at Bhopal

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- Section-II
- Qualification Criteria

The bidder must satisfy the following eligibility criteria

SI. No.	Criter ia	Documentary Evidence Re quired	
1.	The bidder must be a company / firm/ sole proprietor/LLP registered in India	Enclose copy of certificate incorporation / registration issued rel evant authority in India.	
2.	Bidder must have annual average turnover of Rs.33.00 Lakh in providing related service for the last three financial years. If the turnover for the last financial year is not a vailable, the turnover for the preceding three financial years, excluding the last year, should be submitted. Audited Balance Sheet & Profit & loss account for the last three financial years should be submitted, if applicable	Chartered Accountant Certificat e is mandatory. The certificate shall clearly indic ate the turnover was from relate d services, failing which the turn over may not be considered for evaluation.	
3.	The bidder must have the completed satisfactor ily providing similar service in the last three ye ars to government departments/ autonomous b odies/ PSUs as follows:- 1. Three similar completed services costing not less than the amount equal to Rs.17.68 Lakh. or	The requisite order (s) along with satisfactory completion cert ificates issued by relevant authority not less than the rank of Section Officer/equivalent level officer.	
	2. Two similar completed services costing not le ss than the amount equal to Rs.22.10 Lakh 3. One similar completed service costing not les s than the amount equal to Rs.35.36 Lakh.	In case the Experience/ Work Completion Certificate is not a vailable, the bidder should sub mit a copy of the Work Order + payment proof of client to th e extent of project cost/ certifi cation from CA certifying recei pt of payment to the extent of the project cost received till bi d submission end date.	
		Note - The supply order/work order/award letter/contract c opy will not be considered in lieu of the said certificate	
4.	The office of the service provider should be locat ed in the State of the Buyer i.e. Madhya Pradesh for the last one year from the date of bid publis hed.	registration under Madhya Pra desh Shop Establishment Ac t , 1958 must be submitted.	
5.	The bidder should have an experience of deploy ment of manpower not less than 80% of the requirement of SAI and machinery as stipulated in the tender document under one contract during the I ast three financial years, to Central/State Govern ment departments / autonomous bodies / PSUs	Requisite certificate issued by the officer not below the rank of Section Officer / equivalent le vel officer	

6.	ITR for the last three Assessment Years Relevant Documents d.		
7.	The bidder should have a valid GST No. or should have registered under GST.	Enclose copy of GST Registration certificate.	
8.	The bidder should have a EPF Registration	Relevant Documents be enclose d	
9.	The bidder should have a ESIC Registration	The relevant Documents be enclosed	
10.	The bidder should have a PAN No.	The relevant Documents be encl osed	
11.	Bid Submission form	Enclose details in the format given in Section-IV (A)	
12.	NEFT form	Enclose details in the format given in Section-IV (B)	
13.	Disclosure of Conflict of Interest	Enclose declaration in the form at given in Section-IV (C)	
14.	Disclosure of Code of Integrity	Enclose details in the format given in Section-II (D)	
15.	The bidders should not have been debarred/blackl isted by any state/central government/PSUs	Enclose blacklisting declaration in the format given in Section-II (E)	
16.	Self-Declaration Certificate for Local Content	Enclose details in the format giv en in Section-II (F)	
17.	Declaration as per New GFR Clause, 144 (xi)	Enclose details in the format giv en in Section-II (G)	
18.	Format of Price breakup of the lumpsum offering rates (in Excel)	The terms & conditions mention ed in the ATC and the terms & c onditions (T&C) mentioned at A nnexure-I & II Performa (for Pric e Breakup of the Lumpsum Offe ring rates) shall be applicable fo r evaluation of bids.	

Section-II

• EVALUATION CRITERIA - (B)

- 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.
- Technical bids will be evaluated as per qualification criteria given in Section II (
 Qualification Criteria) read with pre-qualification stipulated in Clause 13 of Sectio
 n I of the tender documents.

- 4. The successful bidder will be the one who emerges **overall L1 out of respon sive bids.** Basis of ranking will be the least cost, which would be total payout inc luding all taxes, duties and levies.
- 5. The successful bidder will be the one who emerges L1 (Lowest one) out of responsive bids. Basis of ranking will be the least cost, which would be total payout including all taxes, duties and levies.
- 6. Service charges shall be quoted with a minimum threshold limit of 4.2 4% and maximum limit of 5.93% on the Manpower (Part-A). Any bidder q uoting service charges less than and above the threshold limit as specified above will be treated as unresponsive.

SECTION-II

(A) BID SUBMISSION FORM

Tο

The Regional Director 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 a mendment/corrigendum No.................. (if any) the receipt of which is here by confirmed. We now offer to provide comprehensive cleaning,, maintenance of horticultur e service at SAI CRC Bhopal in conformity with your above referred document for the sum a s 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 2 0, in Section IV for due performance of the contract.
- 3. We agree to keep out bid valid for acceptance for 180 days or for subsequent ex tended 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 exp iry of the aforesaid period. We further confirm that, until a form contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a blinding contract between us.
- 4. We agree to provide qualified workers as indicated in the Tender Documents for Horticulture Work as per terms & conditions of the tender documents.
- 5. We also agree to submit the bill on monthly basis and accept for making payme nt to the workers as per the Minimum Wages notified by the Government.
- 6. We agree to the compliance of applicable Labour & other Laws in force.
- 7. We agree that all other payments like payment under Workmen Compensation Act etc shall be borne & payable by us.
- 8. We agree to keep the SAI indemnified of any claim/damages, if any that SAI may have to pay with respect to the service and the deployment of any of our workers for SAI's wor

k.

- We agree to all terms and conditions of General Conditions of Contract as per Section-I
- 10. We further understand that you are not bound to accept the lowest or any Bid you may receive against your above-referred Bid Reference.
- 11. We confirm that there is no case pending with the police or any other investigating age ncy (ies) against the proprietor/firm/partner or the company.
- 12. We confirm that no near relative of ours is an employee in SAI who is connected with th e award and executive of the contract.
- confirm 13. We that competent to contract are do not stand deregistered/banned/blacklisted by any Govt. Authorities. е
- 14. We confirm that we fully agree to the terms and conditions specified in above mentione d Bidding Document, including amendment/ corrigendum if any

[Signature with date,	name and designation]	Duly authorized to	sign Bid for a	and on behalf o	f Mess
rs					

SECTION - II

We confirm that we fully agree t o the terms and conditions specif ied in above mentioned Bidding (B) NEFT MANDATE FORM: ument, including amendment / corrigendum if any

To The Regional Director SAI CRC Bhopal

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 n oted account.

Supplier's name as per Account	
Telephone no. of supplier	
Supplier's E-mail ID	
[Signature with date, name and designation] For	and on behalf of Messrs
[Name & address of the Service provider]	
Encl: Copy of crossed cheque	
SECTION-II	
(C) DISCLOSURE OF CONFLICT OF I	NTEREST
It is hereby disclosed that we have not a terms of conditions stipulated in clause No. 38 of sure is found wrong later on, we are liable for pu .	
	(Authorized Signatory)
	Stamp
	SECTION -II
(D) DISCLOS	SURE OF CODE OF INTEGRITY
It is hereby disclosed that we ravention of the codes as under:-	shall not act in cont
1. Prohibition of:-	
a) Making offer either directly or indirectly in ent process or to otherwise influence the procure	exchange for an unfair advantage in the procuremement 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, fairn ess and the progress of the procurement process.
- d) Improper use of information provided by the procuring entity to the bidder with an intent to g ain unfair advantage in the procurement process or for personal gain.
- e) Any financial or business transactions between the bidder4 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 provisio ns 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 -II

(E) UNDERTAKING

- 1. I/We have confirm that we will maintain the horticulture work as per the present condition or enhanc e the present horticulture setup. If the horticulture setup is downgraded at any time penalty may be impose that includes termination of contract.
- 2. I/ We have read and understood the instructions and the terms and conditions and the requirements of work under this tender.
- 3. I/We accordingly accept all terms and conditions of the tender enquiry document including the essen tial conditions specially incorporated in the tender enquiry like scope of work, terms of terms of payment, li quidated damages clause, warranty clause, dispute resolution mechanism applicable law.
- 4. I agree to abide by all the terms and conditions of the tender documents, in case the work is awarded to me.
- 5. I or my authorized competent representative shall personally remain available at site for supervision of the work as per required by the Officer In-charge.
- 6. I have fully acquainted myself / ourselves with the work conditions at the work place and have been fully satisfied that as per my offered rates, contract can be executed.
- 7. I have no objection to the department imposing penalty or canceling the contract if our service is not found as per the requirement of the department.
- 8. I agree to carry out the work as per instructions of and to the full satisfaction of the Officer in- charge.
- 9. I agree to accept the cancellation of cancellation of contract and debarment from future participation in this tender, in case any concealment of facts on my part is detected at any stage after the award of the contract.
- 10. I / We have quoted the workable rates keeping in view the due considerations of the incidence of the l abour and all the factors for constitution of costs.
- 11. I/ We confirm that we do not stand deregistered/debarred/banned/blacklisted by any Govt. Authorities .
- 12. I/ We do hereby declare that the information furnished/ uploaded is correct to the best of my/our know ledge and belief, if at any time, information furnished by us is proved to be false or incorrect than I/we are liable for any action as deemed fit by the purchaser.
- 13. I/ We are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest m oney/performance security.

ered 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.			
Date: (Signature of t he bidder)			
NAME & ADDRESS OF THE BIDDER			
SECTION III			
SECTION -III			
(F) Self-Declaration Certificate for Local Content			
In line with Government Public Procurement Order No. P-45021/2/2017-PP (B.EII) dated 15 .06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019 and 04.06.2020)			
We hereby certify with reference to above references that			
M/s(Tick whichever is applicable as below)			
"Class-I local supplier" meeting the requirement of minimum local content equal to 50% (fifty percent) or more defined in the above government notification for the services ()			
(fifty percent) or more defined in the above government notification for the services (
(fifty percent) or more defined in the above government notification for the services ()			
(fifty percent) or more defined in the above government notification for the services () (or) "Class-II local Supplier" meeting the requirement of local content 20% to less than 50% (
(fifty percent) or more defined in the above government notification for the services (
(fifty percent) or more defined in the above government notification for the services (
(fifty percent) or more defined in the above government notification for the services (

14. I/We hereby certify that the prices offered by us in this tender is not higher than the prices we had off

espect of Local Content & prescribed tender conditions).

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Section-III (G)

Declaration as per New GFR Clause, 144 (xi)

'I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

(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

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6. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

7. Payment

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

8. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

Regional Director, Sports Authority of India payable at Bhopal

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

9. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

Regional Director, Sports Authority of India

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
- 15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
- 16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
- 17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the सामान्य नियम और शर्तें/General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---