
 Government eProcurement System		eProcurement System Government of India					
Tender Details							
					Date : 19-Aug-2025 03:09 PM		
 Print							
Basic Details							
Organisation Chain	Sports Authority of India SAI NSWC Gandhinagar						
Tender Reference Number	SAI/RC/GNR/RFP/25-26/02						
Tender ID	2025_SAI_873792_1	Withdrawal Allowed	Yes				
Tender Type	Open Tender	Form of contract	Lump-sum				
Tender Category	Services	No. of Covers	2				
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No				
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No				
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No				
Payment Instruments			Cover Details, No. Of Covers - 2				
Offline	S.No	Instrument Type	Cover No	Cover	Document Type	Description	
	1	Demand Draft	1	Fee/PreQual/Technical	.pdf	Technical Document	
	2	FDR	2	Finance	.xls	Financial Document	
	3	Bankers Cheque					
	4	Bank Guarantee					
Tender Fee Details, [Total Fee in ₹ * - 0.00]			EMD Fee Details				
Tender Fee in ₹	0.00		EMD Amount in ₹	92,000	EMD Exemption Allowed	Yes	
Fee Payable To	Nil	Fee Payable At	Nil	EMD Fee Type	fixed	EMD Percentage	NA
Tender Fee Exemption Allowed	No			EMD Payable To	Regional Director Sports Authority of India	EMD Payable At	Gandhinagar
Click to view modification history							
Work /Item(s)							
Title	Annual Contract Service for Horticulture Maintenance at SAI RC Gandhinagar Campus						
Work Description	Annual Contract Service for Horticulture Maintenance at SAI RC Gandhinagar Campus						
Pre Qualification Details	Please refer Tender documents.						
Independent External Monitor/Remarks	NA						
Show Tender Value in Public Domain	Yes						
Tender Value in ₹	45,83,002	Product Category	Miscellaneous Services	Sub category	NA		
Contract Type	Tender	Bid Validity(Days)	90	Period Of Work (Days)	NA		
Location	Gandhinagar	Pincode	382016	Pre Bid Meeting Place	online		
Pre Bid Meeting Address	SAI RC Gandhinagar	Pre Bid Meeting Date	27-Aug-2025 04:00 PM	Bid Opening Place	SAI RC Gandhinagar		
	No		No				

Should Allow NDA Tender		Allow Preferential Bidder	
-------------------------	--	---------------------------	--

Critical Dates

Publish Date	19-Aug-2025 06:00 PM	Bid Opening Date	04-Sep-2025 06:00 PM
Document Download / Sale Start Date	19-Aug-2025 06:00 PM	Document Download / Sale End Date	03-Sep-2025 06:00 PM
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	19-Aug-2025 06:00 PM	Bid Submission End Date	03-Sep-2025 06:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)	
	1	Tendernotice_1.pdf	Annual Contract Service for Horticulture Maintenance at SAI RC Gandhinagar Campus	851.10	
Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	BOQ	BOQ_918532.xls	boq	289.50

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	joy_chacko@yahoo.com	JOY CHACKO	MANIKANT SHARMA
2.	omkar.kaore@gov.in	Omkar Kaore	OMKAR DEEPAK KAORE
3.	dd.sai.nswc@gmail.com	Manikant Sharma	ARUPARAYIL JOY CHACKO

GeMARPTS Details

GeMARPTS ID	AZCOUKZ72EMQ
Description	Comprehensive maintenance cum manpower horticulture services
Report Initiated On	19-Aug-2025
Valid Until	18-Sep-2025

Tender Properties

Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Stage to disclose Bid Details in Public Domain	Technical Bid Opening
BoQ Comparative Chart model	Normal	BoQ Comparative chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No

TIA Undertaking

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	PPP-MII Order 2017	Agree	
2	MSEs Order 2012	Agree	

Tender Inviting Authority

Name	Regional Director
Address	Sector 15 Gandhinagar

Tender Creator Details

Created By	JOY CHACKO
Designation	Assistant

Created Date	19-Aug-2025 02:56 PM
---------------------	----------------------



SPORTS AUTHORITY OF INDIA
REGIONAL CENTRE GANDHINAGAR

REQUEST FOR PROPOSAL (RFP)
FOR
ANNUAL CONTRACT FOR HORTICULTURE MAINTENANCE SERVICES

Bid Reference No.

SAI/RC/Gandhinagar/RFP/Horticulture/25-26/02

INDEX

Section	Topic	Page No.
 PART-1 BIDDING PROCEDURE		
Section I	– Invitation for Bid (IFB) -----	
Section II	– Instructions to Bidders (ITB) -----	
Section III	– (A) Qualification Criteria (B) Evaluation Criteria	
Section IV	Bidding Forms: - (A) Bid Submission Form ----- - (B) Form of Power of Attorney----- – (C) Price Schedules ----- – (D) Bank Guarantee Form for Bid Security----- - (E) National Electronic Fund Transfer (NEFT) Form----- - (F) Letter of Authorization from bidder----- - (G) Disclosure of conflict of interest----- - (H) Disclosure of Code of Integrity ----- - (I) Affidavit/undertaking -----	
 PART-2 WORK REQUIREMENTS		
Section V	– Scope of work -----	
 PART-3 –CONTRACT		
Section VI	– General Conditions of Contract (GCC) -----	
Section VII	– Contract Forms (A) Contract Agreement ----- (B) Bank Guarantee Form for Performance Security----- (C) Check List -----	

PART-1
BIDDING PROCEDURE

DISCLAIMER

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

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

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

SECTION I
INVITATION FOR BID (IFB)

Telephone : 079-29900100

, Fax:

Website: https://sportsauthorityofindia.nic.in/sai_new/ & <http://eprocure.gov.in/eprocure/app>

Bid Reference No. SAI/RC/Gandhinagar/RFP/Horticulture/25-26/02

1. Sports Authority of India (SAI), for and on behalf of the Sports Authority of India, invites online bids (manual bids shall not be accepted) in single stage on two bid system for procurement of Horticulture services as given under:

Brief Description of work	Amount of Bid Security in Rs.
Annual Contract Service for Horticulture Maintenance at SAI RC Gandhinagar Campus	92,000.00

Scanned copy of Bid Security is to be uploaded online and Hard copy of the same must be sent to the SAI RC Gandhinagar campus, sector 15 Gandhinagar on or before Bid Submission Date & Time as mentioned in Critical Date Sheet.

SCHEDULE OF BIDDING PROCESS WITH KEY DETAILS	
Date of publish of RFP on e-procurement portal of CPP	19.08.2025
Start date of downloading of document	19.08.2025 at 06.00 pm
Date and time of pre bid conference	27.08.2025 at 04.00 PM (Online) (Topic: Pre bid meeting Time: Aug 27, 2025 04:00 PM India Join Zoom Meeting https://us06web.zoom.us/j/84450987452?pwd=ZphHR3suwu9PkikpbJKYMntkovYF8C.1 Meeting ID: 844 5098 7452 Passcode: 711476)
Last date for submission of queries/ clarification made during the pre-bid conference in writing *	28.08.2025
Bid submission start date	19.08.2025 at 06.00 pm
Last Date and Time of uploading/submission of Bids	03.09.2025 at 06.00 pm
Bid Validity Period	90 days
Opening of Techno-Commercial Bid (Bid 1)	04.09.2025 at 06.00 Pm
Date of presentation	To be informed separately
Opening of Price Bid (Bid 2)	To be informed separately

* Queries / Clarifications are to be responded online only

- Bidder may also download the Bidding Documents from the web site- https://sportsauthorityofindia.nic.in/sai_new/ & CPP Portal of Govt. of India i.e. <http://eprocure.gov.in/eprocure/app>. Bidders shall ensure that their Bids, complete in all respect are 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>.
- Bids shall be submitted online only at CPPP website: <http://eprocure.gov.in/eprocure/app>. Bidders are advised to follow the instructions provided in the 'Instructions to the Bidder for e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>.
- Bidder who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> and SAI website https://sportsauthorityofindia.nic.in/sai_new/ shall not tamper/modify the tender form including downloaded price bid template in any manner. In case, the same is found to be tempered/ modified in any manner, tender will out-rightly be rejected.
- Intending bidders are advised to visit again CPP Portal website www.eprocure.gov.in and SAI website https://sportsauthorityofindia.nic.in/sai_new/ before submission of tender for any corrigendum / addendum/ amendment.

Regional Director
For and on behalf of
Sports Authority of India

SECTION II - A
INSTRUCTIONS TO BIDDERS (ITB)
CONTENTS

Sl. No.	Topic	Page No.
	(a)PREAMBLE	
1	Definitions and Abbreviations	9
2	Introduction	9
3	Language of Bid	10
4	Tendering Expenses	10
5	Local conditions	11
	(b) PRE-BID MEETING	
6	Procedure for pre-bid meeting	11
	(c) BIDDING DOCUMENTS	
7	Contents of Bidding Documents	12
8	Amendments to Bidding Documents	12
9	Modification/Withdrawal of Bids	13
10	Clarification of Bidding Documents	13
11	Bid Format	13
	(d)PREPARATION OF BIDS	
12	Documents Comprising the Bid	14
13	Technical Bids	14
14	Financial Bid	16
15	Firm Price	16
16	Alternative Bids	17
17	Documents Established Bidder's Eligibility and Qualification	17
18	Bid Document Security/Earnest Money Deposit	17
19	Bid Validity	18
20	Signing of Bid	19
	(e)SUBMISSION OF BIDS	
21	Instructions for on line submission of bid	19
	(f)BID OPENING	
22	Opening of Bids	20
	(g)SCRUTINY AND EVALUATION OF BIDS	
23	Basic Principle	20
24	Scrutiny of Tender	21
25	Minor infirmity/irregularity/Non-conformity	22
26	Discrepancies in Prices	22
27	Qualification Criteria	22
28	Comparison of Bids and Award Criteria	22
29	Contacting the SAI	23
	(h)AWARD OF CONTRACT	
30	The SAI's right to accept any tender and to reject any or all tenders	23
31	Notification of Award	23
32	Issue of Contract	24

33	Variation of quantities at the time of award	24
34	Annulment of Award	24
35	Termination of Contract	25
36	Disqualification	25
37	Non-receipt of Performance Security and Contract by the SAI	25
38	Corrupt and fraudulent practices	25
39	Conflict of interest among bidder/agents	26
Section- II-B		
40	Instructions for online Bid Submission	27
Section- III-A		
41	Qualification Criteria	31
Section- III-B		
42	Evaluation Criteria	32
Section- IV		
43	Bidding Forms	36
Section- V		
44	Scope of Work	48
Section- VI		
45	General Conditions of Contract	53
Section- VII		
46	Contract Forms	63
Section- VIII		
47	Format Of Resume of Proposed Personnel	69
Section- IX		
48	Horticulture Monitoring Checklist (Indicative)	70

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 organization procuring services as incorporated in the Tender Enquiry documents
 - b. “Tender” means bids/quotations/Tender received from a Firm/ Bidder.
 - c. “Bidder” means bidder/the individual or firm submitting bids/Quotations/Tender.
 - d. “Service provider” means the individuals/company 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 Tenders
- d. "GCC" means General Conditions of Contract
- e. "BG" means Bank Guarantee

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 Conditions

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

(b) PRE BID MEETING

- 6.1 A Pre-Bid conference will be held with the prospective Bidders for the purpose of holding technical & commercial discussions and providing clarifications by the client. In the Pre-Bid Conference, clarifications pertaining to technical, commercial and other issues regarding the items stipulated in the RFP may be required by the prospective bidders will be provided. The prospective bidders should on their own cost, attend the said conference on the date and venue.
- 6.2 Details of proposed/suggested variations/ deviations/ additions from the Bid specification/conditions, if any, should be clearly indicated while sending queries before Pre-Bid Conference. Any verbal suggestion/ proposal of variations/ deviations/ additions in the RFP document made during the Pre Bid Conference should also be given in writing to the client latest by 12 hours on next working day of the pre bid conference. The email id for sending queries is rcgandhinagar-sai@nic.in.
- 6.3 The SAI may clarify on variations/ deviations, alternative proposals, which ensure equal or higher quality/ performance to the Technical Specifications during Pre-Bid Conference. However, the decision of the SAI in this regard will be final.
- 6.4 After incorporation the amendments acceptable to the client, the RFP Document shall be frozen as per the details provided in RFP, through issuance of an Addendum (s) which can be downloaded from the e-procurement portal and website of SAI. The Bidder shall

submit its Bid along with Bid documents including Addendum if any issued duly signed and stamped.

6.5 Non-attendance at the Pre- Bid Conference will not be a cause for disqualification of a Bidder. However, the terms and conditions of the addendum (s) will be legally binding on all bidders irrespective of their attendance at the Pre-Bid Conference.

6.6 No further suggestions for deviations/variations/ additions will be entertained after the Pre-Bid Conference.

(c) BIDDING DOCUMENTS

7. Content of Bidding Documents

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

Section II (A)	Instructions to Bidders (ITB)
Section II (B)	Instructions for Online Submission of Bids.
Section III	Qualification Criteria & Evaluation Criteria
Section IV	Bidding Forms
Section V	Scope of Work
Section VI	General Conditions of Contract
Section VII	Contract Forms
Section VIII	Format Of Resume of Proposed Personnel
Section IX	Horticulture Monitoring Checklist (Indicative)

8. 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: <https://sportsauthorityofindia.nic.in/sai/latest-information/#tenders> and Central Public Procurement (CPP) Portal of Government of India i.e. 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.

9. 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.

10. Clarification of Bid Document

- (i) 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.

11. Bid format

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

(d) PREPARATION OF BIDS

12. Documents comprising the bid

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

13. Technical Bid

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

- (i) Bid Security: Bid Security is to be furnished in accordance with clause 18 of ITB and bid submission as per form at Section IV (A). Alternatively, documentary evidence for claiming exemption, if any, from payment of Earnest Money.
- (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) National Electronic Fund Transfer (NEFT Form) as per Section IV-(F) for payment in Indian Rupee.
- (vi) Certificate of Chartered Accountant showing annual turnover for the last three financial years Copies of Balance Sheet, Profit and Loss Account statement etc need not be enclosed.
- (vii) Income Tax returns filed for the last three financial years. (2022-23,2023-24,2024-25).
- (viii) Goods & Services Tax Certificate

- (ix) Valid PAN, ESI, PF registration with codes, TIN (Tax Payer Identification Number)/TAN
- (x) Valid registration certificate with labor department under contract labor (Regulation and Abolition) Act, 1970
- (xi) Undertaking by the bidder confirming availability of manpower of requisite, experience.
- (xii) Registration No. and Certificates for Shops & Establishment Act of the respective state, if applicable.
- (xiii) Solvency certificate of Rs. 20,00,000.00 (Twenty Lakhs only) verified by his Banker
- (xiv) 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.
- 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)
- 3) The successful bidder shall provide necessary license from licensing authority for running the business at client's site.
- 4) The Technical bid shall not include any financial information. Such a bid shall be summarily rejected.

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

- (i) The Bidder shall quote 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 No condition shall be attached to the Financial Bid. Conditional bids shall be summarily rejected.
- (iii) It is the responsibility of Bidder to go through the Bidding Document before offering rates as per price schedule.
- (iv) All pages of the Bid should be page numbered and indexed.
- (v) All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/ RTGS System. Bidders are required to fill and attach the NEFT Mandate Form attached as per Section-IV (E) along with their offers, if not already executed in SAI. Notification of Award will not be issued without NEFT Mandate Form

15. Firm Price

- (i) The prices quoted by the Bidder shall remain firm and fixed during the currency of the contract. However, if minimum wages of the workers is revised by the Government after last date of submission of the offers including currency of the contract, the same will be reimbursed on actual basis.
- (ii) Any other tax(s) (except GST), 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.

Note: Bidders are requested to upload the “Technical Bid” and ‘Financial Bid’ having the above mentioned documents online in PDF format.

16. Alternative Bids are not allowed.

17. 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.

18. Bid Security/Earnest Money Deposit (EMD)

- (i) The bidder shall furnish Bid Security for an amount as shown in the Clause 1 of Section I- IFB. The Bid Security is required to protect the SAI against the risk of the bidder’s unwarranted conduct as explained under sub-clause 18 (vi) below. Non submission of Bid Security will be considered as major deviation and bid will not be considered
- (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.
- (iii) The Bid Security shall be furnished in one of the following forms:
 - a) Account Payee Demand Draft
 - b) Fixed Deposit Receipt
 - c) Banker’s cheque/Pay order
 - d) Bank Guarantee from any of the commercial banks (as per the format at Section IV-D)
- (iv) The Demand Draft, Fixed Deposit Receipt, Banker’s Cheque or Bank Guarantee shall be drawn on any Commercial Bank in India, in favour of the “Regional Director Sports Authority of India Gandhinagar”, payable

At Gandhinagar In case of Bank Guarantee, the same is to be obtained from any commercial bank in India as per the format specified under Section IV (D) of the Bid Document.

- (v) The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid.
- (vi) 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.
- (vii) 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.

19. Bid Validity

- (i) The bid shall remain valid for acceptance for a period of 90 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.

20. 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.

(e) SUBMISSION OF BIDS

21. Submission of bids

- (i) Bids should be submitted on line 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 8 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.

22. 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 uploaded on CPP Portal 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 (F).
- (iv) Two – bid system as mentioned in Para 13 above will be as follows:-
 - a) Technical Bids will be opened in the first instance, at the prescribed date and time as indicated in Section –I (IFB). These bids shall be scrutinized and evaluated by the SAI with reference to parameters prescribed in the Bid Document. During the Technical bid opening, the bid opening official(s) will read the salient features of the bids like brief description of the items offered, delivery period, Bid Security and any other special features of the bids, as deemed fit by them.
 - b) Financial Bids of only the technically acceptable bids / offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical Bid. The prices, special discount if any offered etc., as deemed fit by bid opening official(s) will also be read out.

(a) SCRUTINY AND EVALUATION OF BIDS

23. 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

24. 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 may be declared non – responsive and will be summarily ignored;
 - a) Qualification Criteria not enclosed
 - b) Tender is unsigned.
 - c) Tender validity is shorter than the required period
 - d) Required EMD (Amount, validity etc.)/exemption documents have not been provided
 - e) Bidder has not agreed to give the required performance security.
 - f) 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.
 - j) The Bidder has quoted zero percent service charges. Zero per cent includes all derivatives of 0 up to 0.999.
 - k) Non-submission of all the annexures (on letterhead with sign and stamp of the bidder/authorized person.

25. Minor infirmity/irregularity/Non-conformity

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

26. 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, subject to sub clause 31 of ITB.
- 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 registered/speed post. If the bidder does not agree to the observation of the SAI, the tender is liable to be ignored.

27. 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.

28. 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. (Least cost as quoted in grand total of part A, B and C of Price Schedule of Section IV (C).

- (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.

29. 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.

(b) AWARD OF CONTRACT

30. The SAI's Right to accept any tender and to reject any or all tenders

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

31. 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 fax/ email that its bid for items, which have been selected by the SAI, also briefly indicating there-in, that the essential details like description and prices have been accepted. The successful bidder

must furnish to the SAI the required Performance Security within 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 19 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 CPPP and also in the notice board/bulletin/website of SAI.
- (v) Notification of Award shall constitute the conclusion of the Contract.

32. 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 7 days from the date of issue of the contract.
- (iii) The SAI reserve the right to issue the Notification of Award consignee wise.

33. Variation of quantities at the time of award

During execution of the contract, the SAI reserves the right to increase or decrease, the quantity of items mentioned in the “Price Schedule/Scope of Work” up to Twenty Five per cent (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted in the bid by the bidder.

34. 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 19 of Section VI shall constitute sufficient ground for annulment of the award and forfeiture of bid security.

35. Termination of Contract

The SAI reserves the right to terminate the contract without assigning any reason. Before termination of contract, SAI will notify the service bidder giving a notice of 30 days.

36. Disqualification

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

37. 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.

38. Corrupt or fraudulent practices

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

action for such misrepresentation, concealment and suppression of material facts shall be initiated.

39. 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 independent units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business.

SECTION – II (B) INSTRUCTIONS FOR ONLINE BID SUBMISSION

1. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app> .

2. REGISTRATION

(i). Bidders are required to 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). Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/TCS/nCode/eMudhra etc.), with their profile.

(v). only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

(vi). Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

3. SEARCHING FOR TENDER DOCUMENTS

(i). There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as

Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

(ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

(iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the helpdesk.

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 bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

(iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

5. SUBMISSION OF BIDS

- (i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (ii) The bidder has to digitally sign and upload the required bid documents one by one as indicate in the tender document.
- (iii) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- (iv) Bidder should prepare the EMD as per the instruction specified in the tender document. The original should be posted/couriered/given in person to the concerned official latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (v) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission on the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- (vi) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (vii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (viii) Upon the successful and timely submission of bids (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.

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 Contract number for the helpdesk is 1800 3072 2232.

SECTION – III (A) QUALIFICATION CRITERIA

Bid Reference No. SAI/RC/Gandhinagar/RFP/Horticulture/25-26/02

The bidder must satisfy the following eligibility criteria

Sl. No.	Criteria	Documentary Evidence Required
1.	The bidder must be a company/firm/sole proprietor registered in India for the last five years as on the bid submission date.	Enclose copy of certificate of incorporation/registration issued by relevant authority in India.
2.	Bidder must have annual average turnover of Rs. 20 Lakhs in last three financial years viz (2022-23,2023-24,2024-25)	Statutory Auditor's Certificate that provides the information explicitly as per the criteria. Statutory Auditor's Certificate is mandatory. Providing Balance Sheet or Financial Statements is not sufficient for this requirement.
3.	<p>The bidder must have completed satisfactorily one order of providing horticulture services of at least 80% of the estimated cost.</p> <p style="text-align: center;">Or</p> <p>At least two orders each of value not less than 60% of estimated cost.</p> <p style="text-align: center;">Or</p> <p>At least three orders each of value not less than 40% of estimated cost in the last five years to government departments/autonomous bodies/PSUs/reputed private organizations.</p>	The requisite order (s) along with satisfactory completion certificates issued by relevant authority not less than the rank of Section Officer. License issued by the Licensing authority for these works
4.	The bidder should have an experience of deployment of manpower and machinery as stipulated in the tender document under one contract during the last five financial years, to Central/State Government	Requisite certificate issued by the officer not below the rank of Section Officer.

	departments/autonomous bodies/PSUs/ reputed private institutions.	
5.	The bidders should not have been debarred/blacklisted by any state/central government/PSUs	Enclose blacklisting declaration in the format given in Section IV (I)
6.	The bidder should have a valid GST No. or should have registered under GST.	Enclose copy of GST registration certificate.

SECTION – III (B) EVALUATION CRITERIA

Evaluation of Technical and Financial Proposals

Evaluation of Proposals shall be on the basis of the following evaluation criteria and points system:-

S. No.	Parameter	Score
1.	Bidders' average annual turnover for last three years: - <ul style="list-style-type: none"> • ≤ Rs. 0.20 crore • >Rs.0.20 crore to ≤ 0.50 crore • >Rs.0.50 crore to ≤ 1.00 crore (5 Marks for each stage)	15
2.	Experience of Similar Works One Similar work of value not less than Rs. 36,00,000.00 and above Or Two Similar works of value not less than Rs.27,00,000.00 and above Or Three Similar works of value not less than Rs. 18,00,000.00 and above	45
3.	Manpower Capacity <ul style="list-style-type: none"> i. For supervisor > 05 Nos. j. For Gardner > 10 Nos. 	20
Total		80

Note: Apart from above, the said document mentioned in the Check list must be submitted. Failing in submission, bid will be rejected.

Evaluation Committee may, at its discretion, call for additional information from the Bidder(s). Such information has to be supplied within the given time frame, otherwise the Evaluation Committee shall make its own reasonable assumptions at the total risk and cost of Bidders and the proposal is likely to be rejected. Seeking clarifications cannot be treated as acceptance of the Proposal.

ii. The Evaluation Committee will invite short-listed agencies for making a presentation on their Strategy, Strength, and Approach & Methodology for executing the scope of work outlines in the tender. The evaluation criteria for presentation is as follows:-

S.No.	Parameter	Score
1.	Approach & Methodology of Maintenance	05
2.	Machinery Capacity	05
3.	Development Plan	05
4.	Manpower Deployment plan	05
Total		20

iii. For calculating the Technical Score (TS) the individual scores, the individual scores, as per respective weightage specified above will be summed up. In order to qualify technically, a Proposal

must secure minimum TS of 60. The agency which qualified in technical evaluation will be called for presentation. When an agency gets: 1. Minimum 60 marks in technical and 2. Minimum 10 marks in presentation, both, then only it will be qualified.

- iv. Technical Proposal must not include any financial information failing which the Proposal will be rejected.
- v. Technical expert: He/ She should be a graduate/post graduate in Agriculture/ Horticulture science/forest Science . The CV format is attached at Annexure-X. The expert must have at least two years of experience in the relevant field and should have been employed with the firm for a minimum of three months.

The marking of Technical Bids will be carried out as under:

- a. The bidder shall also give a detailed presentation showcasing overall experience of the firm/ joint venture, areas of expertise, experience of the team to be deployed for the job, and understanding of work etc. The date of presentation (Either through Personal interaction or Video Conferencing) shall be intimated to all the bidders by email as per employer's requirement.
- SAI reserves the right to reject the Bid under any of the following Circumstances:
- b. Bid is incomplete and/ or not accompanied by all required documents.
 - c. Bid is not in conformity with the terms and conditions of Tender/ Bid Document.
 - d. The Qualifications and Experience of the Bidder as well as the Manpower/ Personnel are not met by the Bidder. Any other reasons due to which SAI finds that the Bidder is not eligible.

SECTION - IV

(A) BID SUBMISSION FORM

Date _____

To

Sports Authority of India

Ref.: Your Bidding Document No. _____ dated _____

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

2. We further confirm that, if our Bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 19, in Section - VI for due performance of the contract.
3. We agree to keep our Bid valid for acceptance for _____ 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.
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 payment 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 work.
9. We agree to all terms and conditions of General Conditions of Contract as per Section VI.
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 agency (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 the award and executive of the contract.

13. We confirm that we are competent to contract and we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

14. 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/Board Resolution

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

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

IN WITNESS WHEREOF WE, _____THE ABOVE NAMED PRINCIPALS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ____DAY OF 20**

For_____

(Signature)

(Name, Title, and Address) Witnesses:

- 1.
- 2.

Accepted (Notarized)
(Signature)
Attorne

(Name, Title and Address of the

Section IV
(C) Price Schedule Form

Sr. No.	Particulars	Total cost (In Rs.)
1.	Lump sum Annual maintenance cost of horticulture services	
	Grand Total	

Note: 1. All levies/taxes/duty etc., other than GST shall be assumed to be mandatorily included in the total cost.

- 2. The Price Bid shall not be filled in the Technical Bid. Any violation of this condition shall lead to disqualification of the bidder*

SECTION – IV
(A) BANK GUARANTEE FORM FOR BID SECURITY

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

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

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

This guarantee will remain in force for a period of forty-five days after the period of Bid validity of 180 days i.e. for 225 days (180 days + 45 days) from the date of Bid Opening and any demand in respect thereof should reach the Bank not later than the above date.

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

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

SECTION – IV
(B) NEFT MANDATE FORM

From: M/s.

Date:

To

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

Name of City	
Bank Code No.	
Bank 's name	
Branch Address	
Branch Telephone / Fax no.	
Supplier's Account No.	
Type of Account	
IFSC code for NEFT	
IFSC code for RTGS	
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 _____

Confirmed by Bank _____
[Name & address of the manufacturers]

Enclosed a copy of Crossed Cheque

SECTION – IV
(C) 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

(D) 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. 46 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
(E) 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 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 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 provisions of Sub Clause (i) of Rule 175 of GFR with any entity in any country during the last three year or of being debarred by any other procuring entity.

(Authorized Signatory)

Stamp

SECTION IV
(I) AFFIDAVIT/UNDERTAKING

I/ We have read and understood the instructions and the terms and conditions contained in the document. I/We accordingly accept all terms and conditions of the tender enquiry document including the essential conditions specially incorporated in the tender enquiry like terms of terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law. I/ We confirm that we do not stand deregistered/debarred/banned/blacklisted by any Govt. Authorities. I/ We do hereby declare that the information furnished/ uploaded is correct to the best of my/our knowledge and belief. I/We hereby certify that the prices offered by us in this tender is not higher than the prices we had offered to any other Govt. of India Organisation (s)/PSU(s) during the last one year and shall provide the justification for reasonableness of our offered price whenever asked during evaluation of our submitted bid. I/ We also hereby certify that if at any time, information furnished by us is proved to be false or incorrect; I/ We are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

Date:

(Signature of the bidder)

NAME & ADDRESS OF THE BIDDER

SECTION IV

(J) 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 fulfills 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)

SECTION V (SCOPE OF WORK)

The Contracting Agency shall render the following services to SAI, Regional Centre Gandhinagar:

HORTICULTURE WORK:

The purpose of horticulture work is that the whole green area of the premises must look rich with lush green lawns and parks and beautiful flowers so as to provide an excellent ambience of work-environment and at the same time makes the premises environmental friendly and to make a good impression on the visitors and public who visit here for various purposes. The contractor has to undertake all such jobs/activities required to maintain the complete premises in a presentable condition and in above mentioned spirit at all the time whether such activities are elaborated hereunder or not. While undertaking this work, the contractor will develop the parks and lawns at the open space at the backyard of office premises in consultation with the designated officer and then simultaneously maintain all the existing as well as the developed lawns/parks. He will maintain flower pots in the room(s) of senior officers in consultation with designated officer and ensure that the flowers and plants in those pots do not die or suffer in any manner and that he will change them periodically or earlier if required for their good maintenance. He will also arrange to keep flower pots with seasonal/perennial flowers on the desks of identified officers on all working days. He will also ensure that due to closure of office on weekend days the plants and flowers in the pots kept in the officers' room do not suffer in any way. The other normal job in this regard would be:

Sr No	Description of Item	Approximate Qty
01	Complete maintenance of the entire garden, features having as per yard stick in the Garden area i.e lawn trees, shrubs, edge flower beds, foliage, creepers etc, including hoeing, weeding, pruning, replacement of plants, gap filling, watering, mowing of lawn, grass cutting by lawn mower and brush cutter, removal of garden waste , applying insecticide, pesticide & fertilizers (Whenever required) top dressing of lawn with good earth and manure and maintenance of other garden related works as directed by office In charge. Good Earth, Fertilizer, Insecticide and Pesticide, Lawn Mower & brush cutter with fuel & other Tools materials articles shall be provided by the agency.	45,000 Sq.mt
02	Complete maintenance of trees (Outside garden features) Jobs like making of basin at regular interval including watering, pruning & application of fertilizers etc. as per direction of officer in charge.	750 Nos.
03	Cutting of Hedge/Edge including removing of cut material, cleaning, hoeing of hedge/edge bed watering and applying insecticides and fungicides etc (Excluding the cost of material which shall be supplied by the department) as per direction of officer In charge	3800 Running meter
04	Maintenance of Potted Plants at Nursery in Earthen Plot including resetting/displaying at Nursery, including watering, weeding, hoeing, colouring, transplanting the damaged pots and disposal of generated garbage at manure, fertilizer, insecticide & pesticide .	3000 Nos

05	Clearing Jungle including uprooting of rank vegetation, grass, brush wood trees and saplings of girth up to 30 cm measured at height of 1 m above ground level and removal of rubbish up to distance of 50 Mt outside the periphery of the area cleared.	5000 Sq.mt
06	Clearing grass and removal of the rubbish up to distance of 50 Meter outside the periphery of the area cleared	10,000 Sq.mt
09	Spreading of sludge, dump manure and or good earth required thickness as per direction of officer in charge	5.00 Cum
10	Mixing earth and sludge or manure in the required proportion specified or directed by the officer In charge	15.0 Cum
11	development Work which includes planting of around 1000 plants and other works as defined Ahead	5000 Sqmt

C. Land Area for maintenance: - I. 57.5* Acre in Sector 15. The details of area are as follows: -

FOPs

S.NO.	FOPS	Area/Dimensions
1.	Kabaddi	1,250 Sqm.
2.	Football	7,740 Sqm.
3.	Cricket	13,500 Sqm.
4.	Handball	1,530 Sqm.
5.	Grassy hockey field	6,560 Sqm.
6.	Athletic Track	7,520 Sqm.
TOTAL		38,100 Sqm.

Non-FOPs

S.NO.	Non-FOPs	Area/Dimensions
1.	2 Main gate gardens	240 Sq.mt
2.	Swimming Pool	321 Sqm.
3.	Guest House (Front)	1767 Sqm
4.	Guest House (side portion)	450 Sq.mt
5.	Gardens on approach to admin building: 1) Intersection 1 st garden 2) Right hand side of swimming pool 3) Left hand side of swimming pool 4) Netaji Subhas Chandra Garden 5) Admin Garden	1) 750 Sq.mt 2) 350 Sq.mt 3) 250 Sq.mt 4) 240 Sq.mt 5) 552 Sq.mt
6.	Boys Hostel left and right	600 Sq.mt
7.	Garden around Girls Hostel and assembly area	120 SQ.mt
8.	Elite Hostel Garden Lawn	520 Sq.mt
9.	Area around staff quarters	740 Sqm
	Total	6900 Sq.mt
10.	No. of potted plants	350 No
11.	Length of Hedge & Length of hedge to be developed by agency	Length of Hedge=3,800 Meter

Note: - a. The areas indicated above are purely approximate and likely to vary.

b. The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.

c. The Bidder/Service Provider shall be deemed to have visited the Site(s)/work centre(s) and familiarized itself while submitting the Tender. Non-familiarity with the Site conditions by the Bidder/ Service Provider will not be considered a reason either for extra claim(s) or for any delay in performance or any other claim in this regard

D. Development of gardens, green belt and components such as lawns, hedges, shrubs, trees, potted plants, etc.

During the course of maintenance of garden, Contractor shall develop and maintain the garden and certain garden components mentioned below as required by the competent authority. Separate instructions will be issued regarding development works during the course of the maintenance period.

S.No	Particulars of Garden Components
1	Lawn/Ground Cover
2	Hedges/Edges
3	Plants/Shrubs
4	Trees/Tree Species/ Hybrid/Improved Varieties of Fruit Bearing Tree Saplings
5	Potted Plants with Healthy bushy Indoor/ Outdoor Plants

i. Development of Lawn /ground cover

This includes clearing the area of shrubs, bushes & wild growth etc. Digging the soil to a depth of 30cm clod crushing, cleaning the soil & making it free from stones, pebbles, weeds & other extraneous matter and bringing the soil to a fine tilth. Making undulations & mounds with proper gradient on the surface of the soil by spreading or heaping the soil at different locations to be shown by the concerned authority. Spreading FYM to a height of 4-5 cm and application of rock phosphate and neem cake powder at 100 grams each and DAP at 25 grams per square meter. Incorporate the above organic manure and fertilizers in to the soil. Make the surface smooth& even to facilitate good drainage. Irrigate the entire area without eroding the soil or disturbing the surface. Allow for one month giving regular irrigations for the concealed & hidden weed seeds to germinate. Remove the weeds as and when they appear. After one month rake the soil to remove the underground weeds & take up transplanting required type of lawn grass / ground cover material. Roll the lawn lightly with garden roller to bring a smooth and even surface. Water regularly and take plant protection measures as & when required.

ii. Development of hedges/edges.

The work involves clearing of the area, excavation of trenches of 45cm width and 45 cm depth and of required length, back filling the trenches to ground level with a mixture of garden soil and FYM in the ratio of 2:1. Add rock phosphate, complex fertilizer &neem cake at the rate of 150gms, 150gms & 100gms respectively per RMT and incorporate in to the soil mixture. The filled-up trenches have to be given light irrigation for a week or so and then rooted healthy and vigorous desirable hedge or edge plant species have to be planted in a zigzag manner giving a spacing of 20 cm in 2 rows by alternate planting. Staking, providing shade if required, mulching with FYM, regular irrigation, plant protection and other package of practices should be carried out.

iii. Development of plant/shrubs (flowering/foliage)

This includes excavation of pits of the size of 45cm x 45cm x 45cm, back filling to the ground level with a mixture of garden soil and well decomposed farmyard manure in the ratio of 2:1 and incorporating 50gms of rock phosphate, 100gms of neem cake and 100gms of supala 15:15:15 complex fertilizer per pit. The pits have to be given light irrigation for a week and after one week of curing, healthy rooted & vigorous shrub plants / tree saplings to be planted following the usual planting procedures. Staking, providing shade if required, mulching with FYM, plant protection, irrigation etc. to be followed.

iv. Development of Hybrid/improved varieties of fruit bearing tree saplings

Pits of the size of 60cm * 60cm * 60cm will be opened and pits will be filled with a mixture of red loamy soil 2parts, sand 1part and well-decomposed FYM 1part. Then rock phosphate at 200gms, 15:15:15 Supala at 100gms and MOP at 50gms and neem cake powder 100gms per pit will be applied as basal dressing. After irrigation and proper curing, healthy fruit bearing hybrid / improved varieties of fruit bearing tree sapling will be planted at one plant/pit after taking all planting precautions. Staking, mulching with FYM and irrigations will follow immediately after planting.

v. Development of pots (Different size), with healthy bushy indoor / outdoor plants

Supply of well-established bushy indoor/outdoor plants planted in a right potting mixture in pots of different sizes. Plants in pots supplied shall be ready to use for decorating any corporate events.

Note: Man power allotted for maintenance work to be deployed for garden and green belt development work based on SAI's requirement. Post development maintenance of gardens and green belt components: The maintenance part will commence immediately after the completion of development work. Clauses for quality of maintenance for Garden and Green belt development shall be same as in existing Garden and Green belt maintenance.

E. Providing tractor facilities as per requirement:

- A. The contractor shall arrange tractor with driver (including the manpower for loading and unloading) on day basis whenever required to transport and disposing of fallen trees, tree branches, which is cut and other waste materials arises by clearing of jungle/vegetation/weeds.
- B. Arrange tractor with driver for wood chopping machine operation as per requirement
- C. Contractor has to make necessary gate pass for Driver and tractor
- D. Contractor has to take a Group term life insurance cover for driver under this contract involving a risk coverage of 24x7 death coverage (Natural/Accidental Death) with a sum assured of Rs.10,00,000/-(INR Ten Lakhs Only) and the Proof of the same to be submitted. Otherwise, self-declaration shall be given.

F. Equipment-

A. The minimum List of Equipment ensured by the agency:

S.NO.	EQUIPMENTS
1.	Tractor -01 No
2.	Rake -05 No
3.	Garden Fork -05 No
4.	Hand Pruner -03 No
5.	Axe -03 No
6.	Garden mowers -2 No (Lawn mower machine)
7.	Gloves - 10 No
8.	Spade -03 Np
9.	Garden Hose Pipe- 500 Running meter

10.	Bedding Fork-03 No
11.	Garden Hoe- 05 No
12.	Hoe -02 No
13.	Wheelbarrow -03 No
14.	Watering can -05 No
15.	Floral Scissors -02 No
16.	String Trimmers -02 No
17.	Hedge trimmer -01 No

G. Area needed for pesticides/weedicides/fertilizers

S.NO.	PARTICULARS	Required quantities
1.	Pesticides	5 litres per annum
2.	Insecticide	5 litres per annum
3.	Fertilizers	10 bags of 50 kg each

H. Other Misc. equipment

Any other tools, implements, or equipment deemed necessary for the operationalization and smooth execution of horticulture work shall be arranged by the agency at their own cost, as per site requirements or as directed by the Engineer-in-Charge.

The bidders may inspect the site to acquaint themselves about the actual scope of work as detailed above.

(Name & signature of tenderer) With stamp of the firm

Date

SECTION VI
GENERAL CONDITIONS OF CONTRACT

1. The contract will be for a period of 01 year commencing from the date of signing the contract. However, the Agreement is terminable by giving one month's notice in writing by SAI to the contractor.
2. The working hours for the personnel of the contractor for this contract purpose will be 8 hours per day for six working days in a week. In case, there is a requirement they may also be called on weekly off day or retained after working hours in case of urgency.
3. The workers deployed shall be healthy, active and not below the age of 18 years and not more than 60 years of age. Nobody shall have any communicable diseases. The contractor shall get medical verification of the personnel's employed and provide the report to SAI
4. The workers deployed shall be smartly dressed in proper uniform and always with Identity Card. The agency shall provide experience and disciplined personnel.
5. The contractor shall bear all expenses regarding uniforms, preparation of their Identity card, compensations, wages and allowances (DA), PF, ESI, Bonus and Gratuity, Statutory compliances as applicable relating to personnel engaged by him and abide by the provisions of various labor legislations including weekly off and working hours.
6. The Contractor shall pay wages to his workers as per Govt. of India laid down norms every month, irrespective of delay in payment of Bill for whatever reason.
7. Wages payable shall not be less than the Minimum wages as per Central Government Rules.
8. The contractor shall also quote his rate of profit (service charges) in addition to the wages to be paid to his workers.
9. The personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc. Charges on account of PF & ESI will be reimbursed by SAI against paid challans & ensuring that the amount in question has actually been paid to respective PF & ESI Office. The list of workers going to be deployed shall be made available to the Department and if any change is required on part of the Department fresh list of workers shall be made available by the contractor after each and every change. The rates mentioned by the contractor include all extant statutory liabilities including. "E.S.I., P.F.", Bonus, Uniform etc.
10. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month. Giving particulars of the employees engaged for the Department works, is required to be submitted to the

Department. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time Department is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract with RPFC, with an advice to RPFC, duly furnishing particulars of personnel engaged for the Department.

11. 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 manpower agency 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
12. In case of any loss that might be caused to the SAI due to lapse on the part of the personnel deployed by the contractor, such loss shall be compensated by the contractor and in this connection, the SAI shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to the SAI besides imposition of penalty. In case of any deficiencies/ lapses on the part of the personnel deployed by the contractor, the SAI shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
13. In case of a death or mishap occurred during discharging the duty; the compensation liability will solely rest with the Contractor.
14. That Contractor's authorized representative shall personally contact Head of the division at least once a month to get a feedback on the services rendered by the contractor viz-a-viz corrective action required to make the services more efficient
15. In the event of workers deployed by contractor being on leave/absent, the contractor shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the contractor shall make provision for 'leave reserve; Failure on this account shall attract penalty double the wages payable to the Contractor for such absence.

16. There shall be no employer-employee relationship between SAI and personnels engaged by the contractor. They will for all purposes remain under the employment of the contractor.
17. The successful bidder/contractor would have to deposit an amount of 5% of the cost of work) of Annual contract of value towards Performance Guarantee through Demand Draft/pay order/FDR/Bank Guarantee from a commercial bank in favour of Regional Director , sports authority of India within __days of awarding of the contract, which would remain with valid during the contract period and 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. The Bank Guarantee if furnished for this amount shall be valid up to sixty days from the date of completion of work.
18. 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 @ 2% of that particular day billing on each occasion not exceeding 10% of the monthly bill from the bill without prejudice to its right under other provisions of the contract and law. In case, default continues, attracting penalty of more than 10%, of the bill amount, SAI reserves the right to terminate the contract. A register, in which lapse shall be recorded by the In-charge of the work, shall be maintained at site.
19. The contractor shall be solely liable for all payment/dues of the workers employed and deployed by him with reliable evidence provided to the SAI. In the event, SAI makes any payment or incurs any liability; the contractor shall indemnify the SAI completely;
20. Income Tax TDS as per rules shall be deducted from the bills of the contractor as per applicable laws.
21. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
22. 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.
23. SAI shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and it reserve the right, in its sole discretion, to effectively ask the contractor to replace any or all the Personnel/s on any ground, whatsoever. The contractor also agrees to provide any additional Personnel/s (at the same prevailing rates) or reduce the existing strength of Personnel as per the requirements of SAI.
24. The contractor shall ensure that its personnel shall not at any time, without

the consent of the Department in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the Department and shall not disclose to any information about the affairs of Department. This clause does not apply to the information, which becomes public knowledge.

25. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as when required.
26. If the contractor is a partnership of two or more persons all such persons shall be jointly and severally liable to the Department for the fulfilment of the terms of contract.
27. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim thereof is filed in the office of the Labor Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Department may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable/deductible by the Department from the contractor.
28. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulation, be directed to be paid by the contractor to the Department within seven days. The Department shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
29. Persons engaged by the contractor shall not take part in any union and association activities.
30. SAI shall not be responsible for providing residential accommodation to any of the employee of the contractor.
31. SAI 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.
32. 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, is shall be recovered by the Department from the contractor.

33. 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.,
34. The contractor will be held wholly responsible for any action taken by statutory bodies for violation/non-compilation of any such provision/rule.
35. The contractor should maintain all the records and documents under various labour laws applicable to contract labours/personnel and also Shops & Establishment Act/Rules applicable to his/her establishment and make them available at the SAI at all times. Indicative list of such records is given for example: (a) Register for Workmen, (b) Employment card (to be issued to workers), (c) Muster Roll, (d) Register for wages, (e) wage slip, (f) OT registers etc
36. The wages shall be paid to workmen without any deduction except those under the payment of Wages Act and Minimum wages as per Central Government Rule Act.
30. The Contractor should ensure that his workmen are granted Holidays/Leave with wages as per applicable Act/Rules.
37. The contractor must get police verification of all his personnel employed at SAI RC Gandhinagar and submit the report to this office along with voter IDs, and other valid proof of residence.
38. 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.
39. The contractor shall execute the assigned work as per the schedule and if the same have not been executed up to the expected level, warning notice shall be issued in this regard. If the situation continues still, penalty will be imposed as per scale tabulated below:-

Penalties: The penalties will be imposed on violation of terms and conditions of agreement as per the list given below :

Deductions and Penalties:

S.No.	Description	Deduction for breach			Remarks
		1 st Instance	2 nd Instance	3 rd Instance	
1.	Non- compliance of the Service Provider with respect to Scope of Work/Schedule of Work and Service Provider Obligations	5% of monthly billing	10% of monthly billing	Contract may be cancelled in case of i) the deductions rise to 10% of the Contract value ii) repeated breach of any SLA beyond 3(three) instances as per Buyer discretion.	
2.	Damage to Buyer's assets or equipment, caused by the Service Provider's staff	5% of monthly billing not exceeding 10% of the monthly bill Immediate payment of Damages equivalent to the value of the article damaged/lost/theft and replacement of the same	Immediate payment of Damages equivalent to the value of the article theft/ lost/ damaged. Replacement of employee within 3 days/ cancellation of Contract as decided by the Buyer depending on the gravity of the act.	Cancellation of the Contract with cancellation charges @ 10% of the order value	
3.	Absence/ non functionality of any required equipment	Rs. 200/- per day Warning issued by Buyer	Rs. 400/- per day	Rs. 600/- per day	Deduction amount may vary at the Buyer's discretion depending on severity of default.

The Sports Authority of India (SAI) reserves the right, at its sole discretion, to constitute a committee to review the performance of the contractor and to terminate the contract, wholly or in part, at any stage during its currency, without assigning any reason, in the event of any deficiency in horticulture services or any lapse in performance or breach of contractual obligations by the contractor.

Note:

All tools, equipment's, consumables would be provided by the contractor at no extra cost. In case the contractor fails to provide any of equipment tools, shackles & consumables continuously for a period of 15 (fifteen) days SAI has the right to purchase the non- available equipment/tools tackles or consumables on the market rates and deduct the cost of the same from the contractors bill in addition to the imposition of applicable penalties.

40. 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.
41. Offers with lumpsum charges as zero value will be treated as unresponsive. Zero per cent includes all derivatives of 0 up to 0.999.
42. 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).

43. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders:

SAI will take into account also the additional factors, if any, incorporated in tender document in the manner and to the extent indicated therein

- a) Further to Section II- A (g) Scrutiny & Evaluation of Bids above, the purchaser's evaluation of a tender will include and take into account the following:

- i) In the case of goods manufactured in India or goods of foreign origin already located in India, Goods and Services Tax, Works Contract Tax etc which will be contractually payable (to the bidder), on the goods and services; and
 - ii) In the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the bidder) on the goods and services.
- b) In exercise of powers conferred in section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small enterprises effective from 1st April 2012. The policy mandates that 20% of procurement of annual requirement of goods and services by all Central Ministries/Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub- target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 20% quantity.
 - i) In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L 1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than on MSE. Such MSEs would be allowed to supply up to 20% of the total tendered value. In case there are more than one such eligible MSE, the 20% supply will be shared equally. Out of 20% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.

- ii) The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir board or national Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being on MSE, failing which their tender will be liable to be ignored.
 - c) The provisions of Public Procurement (Preference to Make in India) Order 2017 issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide Letter No. P-45021/2/2017BE-II dated 15.06.2017 shall be applicable to the bidding process and award of the contract shall be done accordingly. In this connection, the minimum local content shall be 50% and the margin of purchase preference shall be 20%. For award of contract, (3a or 3b or 3c, whichever is applicable) of the Public Procurement (Preference to Make in India) Order 2017 shall be applicable in addition to the other provisions in the bidding documents in this regard. The bidder shall have to specify whether he is a local supplier in terms of the Public Procurement (Preference to Make in India) Order 2017 or otherwise in the bid forwarding letter. In case of the bidder being a local supplier, he shall also give a certificate from statutory auditor of the company (in case bidder is a company) or from a practicing cost accountant or practicing Chartered Accountant (in case bidder is not a company) along with his bid in terms of para 9 (b) of the Public Procurement (Preference to Make in India) Order 2017.
 - d) The condition of prior turnover and prior experience may be relaxed for Startups (Rule 173 (i) of GFR, 2017) (As defined by Department of Industrial Policy and Promotion) subject to meeting of quality and technical specification and making suitable provisions in the bidding document. The quality and technical parameters are not to be diluted.
 - e) The MSE/Startups will be exempted from EMD, Experience and Turnover.
44. 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.
45. 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 arbitration, appointed to be the arbitrator by the Regional Director Sports Authority of India. The award of the arbitrator will be final and binding on the parties to the Contract. The procedure to be followed during arbitration and fee of arbitrators shall be as per prevailing rules and policies of SAI.

46. Indemnity Clause- The Service Provider shall indemnify and hold harmless SAI from any claims, losses, damages, liabilities, costs or expenses (including reasonable attorneys' fees) arising out of any non-compliance, wilful misconduct, or negligence by the Service Provider or its employees.
47. Venue of Arbitration: The venue of arbitration shall be the place from where the Contract has been issued.
48. Force Majeure- Neither party shall be responsible for delay or failure in performance caused by acts of God, wars, acts of terrorism, epidemics, strikes, or any cause beyond reasonable control. In such event the timelines shall stand extended appropriately.
49. The Courts of Gandhinagar will have the exclusive jurisdiction to try the disputes.
50. The Contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

Note:

These terms and conditions are part of the Contract/ Agreement as indicated in the Agreement between SAI and the Agency and any non-compliance shall be deemed as breach of the Contract/Agreement.

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

Contract No _____ Dated _____

This is in continuation to this office's Notification of Award of Rate Contract No _____ dated _____

1. Name & address of the Service provider: _____
2. Bidding Document No _____ dated _____ and subsequent Amendment No _____, dated _____ (if any), issued by the SAI.
3. Service provider's Bid No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the supplier and the purchaser in connection with this Bid.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this Rate Contract:

- (i) General Conditions of Contract;
- (ii) Schedule of Requirements;
- (iii) Technical Specifications;
- (iv) Bid Form furnished by the supplier;
- (v) Price Schedule(s) furnished by the supplier in its Bid;
- (vi) 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:

Schedule No.	Brief description of services	Accounting unit	Unit Price	Terms of delivery

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

- (ii) Contract valid upto:

(iii) Prices:

(ii) Details of Performance Security:

(v) Warranty Period:

(vi) 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: _____

Place: _____

SECTION – VII (B)

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

[The bank, as requested by the successful bidder, shall fill in this form in accordance with the instructions indicated]

Date: [insert date (as day, month, and year) of Notification of Award] And

Contract No. _____

Bank's Branch or Office: [insert complete name of Guarantor]

Beneficiary: Sports Authority of India, _____

PERFORMANCE GUARANTEE No.: _____ [insert Performance Guarantee number]

We have been informed that [insert complete name of firm] (hereinafter called "the bidder") has entered into Contract No. [insert number] dated [insert day and month], [insert year] with you, for the supply of [description of Goods and related Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the firm, we hereby irrevocably undertake to pay you any sum(s) not exceeding [insert amount(s) in figures and words] upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the [insert number] day of [insert month] [insert year], and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[Signatures of authorized representatives of the bank and the Supplier]

SECTION – VII (C)
CHECKLIST

Name of Bidder: Name
of Manufacturer

Sl.NO.	Activity	Yes/No/NA	Page No. in the TE Document	Remarks
1.a	Have you enclosed EMD of required amount for the quoted schedules?			
b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section IV D?			
c.	In case Bank Guarantee is furnished, have you kept its validity of _____days from Techno Commercial Tender Opening date as per Section I of IFB?			
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 criteria stipulated in Section III (A) of RFP.			
5.	Have you submitted copy of the order (s) and			

	end user certificate?			
6.	Have you submitted prices of services in the price schedule as per Section IV (C)?			
7.	Have you kept validity of _____ days from the Techno Commercial Tender Opening date as per the TE Document?			
8.	Have you furnished PAN No. as allotted by the Income Tax Department of Government of India?			
9.	Have you intimated the name and 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 fully accepted contract period as per TE Document?			
12.	Have you submitted the certificate of incorporation?			
13.	Have you accepted terms and conditions of TE document?			
14.	Have you furnished documents establishing your eligibility & qualification criteria as			

	per the TE document?			
15.	Have you furnished Average Annual Turnover for last three years prior to the date of Tender opening duly certified by chartered accountant bearing their membership no.?			
16.	Have you enclosed the Affidavit as per Section IV (I) of the TE Document?			

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)

SECTION -VIII
FORMAT OF RESUME OF PROPOSED PERSONNEL

The bidder shall provide all the information requested below:

Position		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of Employer	
	Address of Employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present Employer

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company, Project , Position, and Relevant Technical and Management Experience

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{day/month/year}

Name of Personnel

Signature

Date

{day/month/year}

Name of authorized Representative of the Contractor

Signature

Date

SECTION IX
Horticulture Monitoring Checklist (Indicative)

Sl. No.	Activity	Frequency	Performance Parameters
A. Daily Monitoring			
1	Watering of Plants, Trees, and Lawns	Daily	Adequate watering in the morning/evening Avoid overwatering Ensure water reaches root zone
2	Cleaning of Garden Areas	Daily	Removal of litter, dry leaves, and visible waste Neat and clean presentation
3	Checking Plant Health	Daily	Observe for pest, disease, or dryness Report issues to in-charge promptly
B. Weekly Monitoring			
4	Cleaning of Hedge and Plant Base Beds	Weekly	Removal of weeds, litter, dry grass Soil loosening and maintenance
5	Disposal of Cutting and Garden Waste	Weekly / As Required	Proper disposal in designated area No waste accumulation in campus areas
C. Monthly Monitoring			
6	Hedge Cutting	Twice a month	Height not exceeding 3 to 3.5 ft Uniform trimming and neat shape maintenance
7	Lawn Mowing / Grass Cutting	Twice in rainy season Once in other months	Uniform cutting Zero surfacing Neat edge trimming
8	Roadside Tree Branch Trimming	Once a month	Clearance of overhanging branches Uniform height and safety clearance
D. Quarterly Monitoring			
9	New Lawn Development Work	Quarterly / As per instruction	Levelling, soil preparation, grass turfing/sowing As per direction of In-charge
10	Tree Plantation	Seasonal (Monsoon/Winter)	Plantation at identified locations Maintenance and survival of saplings

Identified Key Areas for Horticulture Development and Maintenance:

- Near Administrative Block
- Along the Grassy Track (inner and outer)
- Around the Athletic Track Periphery

- Football Field
- Near S&C (Strength & Conditioning) Hall
- Near Swimming Pool
- Surroundings of Hostels
- Periphery of Hockey Ground
- Near Guest House
- Main Gate Garden