

Sports Authority of India Training Centre, Jammu (J&K)

Telephone: 9419198586,7006894654, 01912431575

Website: <http://sportsauthorityofindia.nic.in>
<http://eprocure.gov.in/procure/app>

E-Bidding Document

For

Man Power Services

Bid Reference No. SAI/STC/Jammu/ManPower/2018-19

Dated :24.12.2018

DISCLAIMER

This RFP is being issued by Sports Authority of India (SAI) for procurement of 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 here under. 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.

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PART-1

BIDDING PROCEDURE

SECTION I

Telephone: 9419198586, 7006894654, 01912431575

Website:

<http://sportsauthorityofindia.nic.in><http://saichandigarh.com>

&

<http://eprocure.gov.in/eprocure/app>

Bid Reference No. SAI/STC/Jammu/Man Power/2018-19/ DATE: 24:12.2018

1. Sports Authority of India, for and on behalf of the **SAI, Training Centre, Jammu (J&K)**, invites online Bids (**Manual bids shall not be accepted**) in single stage on two bid system for procurement of man power Services as given under:-

Brief Description of work	Amount of Bid Security (EMD)
Providing Man Power Services at SAI, Training Centre, Jammu (J&K)	Rs.50,000/-
Scanned copy of Bid Security is to be uploaded online and Hard Copy of same must be sent to the SAI, Training Centre, Jammu (J&K) on or before Bid Submission Date & Time as mentioned in Critical Date Sheet.	

CRITICAL DATE SHEET

Uploading / Publishing of Tender Document.	24.12.2018 at 11:00 AM
Downloading of Bid document	24.12.2018 at 11:00 AM
Pre Bid Meeting	02.01.2019 at 11:30 AM
Cut of Date of seeking queries/ clarification in writing	02.01.2019 at 17:00 PM
Bid Submission start date	03.01.2019 at 10:00 AM
Last Date and Time of uploading/submission of Bids	14.01.2019 at 05:00 PM
Opening of Techno- Commercial Bid	17.01.2019 at 10:30 AM
Opening of Price Bid	To be informed separately

2. Bidder may also download the Bidding documents from the website- <http://sportsauthorityofindia.nic.in> & CPP portal of Govt. of India i.e. <http://eprocure.gov.in/eprocure/app>. Bidders shall ensure that their bids, complete in all respect 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>.
3. 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>.
4. Bidders 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.
5. Intending bidders are advised to visit again CPP Portal website www.eprocure.gov.in and SAI website <http://sportsauthorityofindia.nic.in> before submission of tender for any corrigendum / addendum/ amendment.

**SPORTS AUTHORITY OF INDIA
TRAINING CENTRE,
JAMMU (J&K)**

SECTION – I
INSTRUCTIONS TO
BIDDERS (ITB)

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SECTION – II
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 meaning as indicated below:

ii) **Definitions:**

- (a) SAI means the organization procuring services as incorporated in the tender Enquiry documents i.e. Man power Services.
- (b) “Tender” means bids/quotations/Tender received from a Firm/Bidder.
- (c) Bidder” means bidder/the individual, company or firm submitting bids/Quotations/Tender.
- (d) “Service provider” the individuals or the firm supplying the goods and 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 purchaser and/or consignee and the supplier, 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) “Inspection” means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (j) 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 Bidding Document is for MAN POWER 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 the Purchaser 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 Purchaser, the bidder should read and examine all the terms and conditions, instructions, specifications etc. contained in the bid document. Failure to provide and/or comply with the required information, instructions etc. incorporated in this bid document, may result in rejection of the bid.

3. Language of Bid

The bid submitted by the bidder and all subsequent correspondence and documents relating to the bid, exchanged between the bidder and the SAI, shall be written in English or Hindi language. However, the language of any printed literature furnished by the bidder in connection with its bid may be written in any other language provided the same is accompanied by an English or Hindi translation and, for purpose of interpretation of the bid, the English translation shall prevail.

4. Tendering Expenses

The Bidders shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process

5. Local 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 and/or country of manufacture and supply. On such matters, the purchaser 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 Purchaser. 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 Purchaser latest by 11:00 hours on next working day of the pre bid conference.

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 Purchaser, 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.

7. Content of Bidding Documents

In addition to Section I – “Invitation for Online Bid” (IFB), the Bidding Documents include:

- Section II (A) – Instructions to Bidders (ITB)
- Section II (B) – Instructions for Online submissions of Bids.
- Section III – Qualification Criteria & Evaluation Criteria
- Section IV – Bidding Forms
- Section V – Scope of work
- Section VI – General Conditions of Contract (GCC)
- Section VII – Contract Forms

8. Amendments to Bidding Documents

- 8.1 At any time prior to the deadline for submission of Bids, the bid inviting authority may, for any reason deemed fit, modify the Bidding Documents by issuing suitable amendment(s) to it.
- 8.2 Such an amendment to the Bidding documents will be uploaded on SAI website: <http://> and CPP Portal of Government of India i.e. <http://eprocure.gov.in/eprocure/app> only.
- 8.3 Prospective Bidders are advised in their own interest to visit the above mentioned website for any amendment etc. before submitting their Bids.
- 8.4 In order to afford prospective bidders reasonable time to take into account the amendments in preparing their bids, SAI may, at its discretion, suitably extend the dead line for submission of bids.

9. Modifications/withdrawal of bids

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) A bidder requiring any clarification or elucidation on any issue in respect of the bid document may take up the same with the SAI in writing. The SAI will respond in writing to such request provided the same is received (by the SAI) not later than 15 days prior to the prescribed original date of submission of bid.

(ii) Any clarification issued by SAI in response to query (ies) raised by the prospective bidders shall form an integral part of bid document and it may amount to an amendment of the relevant clause(s) of the bid document.

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 bid prepared by the Bidder shall comprise the components detailed in Clause 13 & 14 of ITB (Technical and Financial Bid). The Bids not conforming to the requirements as stated in the said clauses shall be summarily rejected. SAI's decision in this regard shall be final, conclusive and binding on all the Bidder(s).

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 perform 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- (E)** for payment in Indian Rupee.
- (vi) Certificate of Chartered Accountant showing annual turnover for the last three financial years (2015-16, 2016-17 & 2017-18) 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. (2015-16, 2016-17 & 2017-18).
- (viii) Goods & Services Tax Certificate (ix) Valid PAN, ESI, PF registration with codes,.
- (ix) Valid registration certificate with labor department under contract labor (Regulation and Abolition) Act, 1970
- (x) Undertaking by the bidder confirming availability of manpower of requisite experience
- (xi) License to engage in the business of Private Security Agency (Regulation) Act, 2005 (PASARA) issued by the controlling authority of the Government.
- (xii) Registration No. and Certificates for Shops & Establishment Act of the respective state, if applicable.
- (xiii) Solvency of the bidder of Rs. _____ Issued by his banker.
- (xiv) The bidder has not been debarred/blacklisted during the last three financial years.
- (xv) The bidder should have a valid functional website showing their profile wherein the information relating to the contract including deployment of workmen and payment of remuneration as per minimum wages Act to them should be uploaded regularly, undertaking to be given.

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

Note-2: *The bidders shall execute necessary instrument and documents required by SAI in relation to the bidding documents and shall adhere to all notification/amendments as may be issued by the SAI from time to time. All Costs (including taxes, stamp duties and registration charges if any shall be borne by the bidders)*

Note-3: *The successful bidder shall provide necessary license from licensing authority for running the business at client's site.*

Note-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 PDF format as per **Section IV (C)** of bid document.

- (i) The Bidder shall quote for all the components of items specified in the price schedule provided under Section IV (C) with details of the cost per persons required as per Annexure 1 of Section IV (C). 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 warrant that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, SAI may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages
- (iii) No condition shall be attached to the Financial Bid. Conditional bids shall be summarily rejected.
- (iv) It is the responsibility of Bidder to go through the Bidding Document before offering rates as per price schedule.
- (v) All pages of the Bid should be page numbered and indexed.
- (vi) All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/RTGS System. Bidders are required to fill and attach the NEFT Mandate Form attached as per Section-IV (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 & VDA 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

(iv) The Demand Draft, Fixed Deposit Receipt or Banker’s Cheque shall be drawn on any Commercial Bank in India, in favour of the Incharge, Sports Authority of India”, payable at Jammu, J&K. 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 final bid validity period.

(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) 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 45 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 either be typed or 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.

(f) BID OPENING

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.

(g) 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 shall be declared non – responsive and will be summarily ignored;

- a. Qualification Criteria not enclosed
- b. Tender is unsigned.
- c. Tender validity is shorter than the required period
- d. Required EMD (Amount, validity 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.

25. Minor infirmity/irregularity/Non-conformity

If during the preliminary examination, the SAI find any minor infirmity and/ or irregularity and/ or nonconformity in a tender, the SAI will convey its observation on such 'minor' issues to the bidder by e-mail/ 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.

d) If, as per the judgment of the SAI, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by e-mail/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.

(h) AWARD OF CONTRACT

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

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

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 e-mail/speed post that its bid for items, which have been selected by the SAI, also briefly indicating therein, that the essential details like description and prices have been accepted. The successful bidder must furnish to the SAI the required Performance Security within 21 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 21 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

- a. 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.
- b. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c. 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.
- d. 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.
- e. 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.
- f. 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

- a. 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.

- b. 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.
- c. 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

- a. Bidder should take into account corrigendum published on the tender document before submitting their bids.
- b. 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.
- c. 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.
- d. 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

- a. 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.
- b. The bidder has to digitally sign and upload the required bid documents one by one as indicate in the tender document.
- c. Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- d. 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.
- e. 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.
- f. 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.
- g. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- h. Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in theportal), the portal will give a successful bid submission message & a bid summary will be displayedwith bid no. and the date & time of submission of the bid with all other relevant details.

- i. 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

- a. 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.
- b. 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.**Dated:**

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. 25.00 lacs in last three financial years viz 2015-16, 2016-17 & 2017-18 on account of security services preferably from Central Govt., State Govt., PSUs and autonomous Bodies.	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	The bidder must have completed satisfactorily one order of providing core Security Services of at least 80% of the estimated cost (rounded to nearest Rs. 60.00 lac). Or At least two orders each of value not less than 60% of estimated cost. Or At least three orders each of value not less than 40% of estimated cost in the last five years to Central/State Government departments/autonomous bodies/PSUs/ reputed private institutions.	The requisite order (s) along with satisfactory completion certificates issued by relevant authority not less than the rank of Section Officer. Valid NSIC certificate for doing security services for get relaxation in EMD, turnover, experience prior to meet out technical specification.
4	The bidder should have an experience of providing security guards/supervisors not less than 80% of the requirement of SAI	Requisite certificate issued by the officer not below the rank of Section Officer.

E-Bidding Document for Manpower Services

	As stipulated in the tender document under one contract during the last five financial years, to Central/State Government departments/autonomous bodies/PSUs/ reputed private institutions.	
5	The bidders should not have been debarred/blacklisted by any state/central government/PSUs/ reputed private institutions during the last three years.	Enclose 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**

1. Authority reserves the right to accept or reject any or all bids without assigning any reasons
2. Authority also reserves the right to reject any bid (including the lowest one) which in its opinion is not responsive or violating any of the conditions/specifications or which is found to be adopting unethical business practices; without bearing any liability or any loss whatsoever it may cause to the bidder in the process.
3. Technical bids will be evaluated as per qualification criteria given in Section III (Qualification Criteria read with Qualification stipulated in Para 13 of Section II (ITB) of the tender documents.
4. Technical bids of only those bidders who have submitted Bid Security as per terms of NIT will be opened.
5. The successful bidder will be the one who emerges overall LI out of responsive bids. Basis of ranking will be the least cost, which would be total payout including all taxes, duties and levies. In case, the two or more firms offer the same rates, successful bidders will be the one whose average turnover during the last three financial years is higher than the other competitor (s).
6. Offers with service charges as 0 value will be treated as unresponsive. Zero percent includes all derivatives of 0 up-to 0.9999.

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SECTION - IV
(A) BID SUBMISSION FORM

Date

To
Sports Authority of India

Ref.: **Your Bidding Document No. dated** _____

1. 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 this RFP.

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.

E-Bidding Document for Manpower Services

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 authorized to sign Bid for and on behalf of Messrs

[Name & address]

SECTION – IV
(B) Form for Power of Attorney

Know all men by these presents, we/vidē board resolution dated, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize 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 “Client”), representing us in all matters before Client, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with Client 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 Client.

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

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

For _____

(Signature)

(Name, Title, and Address) Witnesses:

- 1.
- 2.

Accepted (Notarized)

(Signature) (Name, Title and Address of the Attorney)

SECTION-IV
(B) PRICE SCHEDULE
SCHEDULE OF RATES (PRICE BID)

(To be enclosed with price bid in a separate cover marked “Envelope 2”)

S. No.	Description of Manpower and Material	Rates/ Wages per month per person in Rs.	PF	ESI	Service Tax, if any	Sum of (3+4+5 + 6)	Quantity of Worker	Amount (Rs) (7x8)	Contractor Service Charges	Total (9+10)
1	2	3	4	5	6	7	8	9	10	11
1.	Jr. Accountant									
2.	Groundman									
3.	Watchman									
4.	Sweeper									
	Grand Total									

Note:

1. Contractor’s service charges on the basis of percentage to be specified shall be quoted in Rupees in column ‘Amount’ of above schedule. These charges shall be inclusive of all incidental charges including payment of bonus, if any involved in successful completion of the work as per scope and terms and condition in the tender documents.

2. All levies/taxes/duty etc., other than GST shall be assumed to be mandatorily included in the service charges.

3. Offers with service charges as 0 value will be treated as unresponsive. Zero percent includes all derivatives of 0 up-to 0.9999.

Annexure 1
**SCHEDULE OF MINIMUM WAGES
 PER PERSON PER MONTH
 (Bidder to quote as per latest
 Central Government Notification)**

SI NO	Description	%	Jr. Accountant	Watchman	Groundman	Sweeper
1	Minimum of Wages					
2	VDA as applicable					
3	Employees State Insurance (ESI) at applicable rate					
4	Employee Provident Fund (EPF) at applicable rate					
5	EPF Administrative Charges at applicable rate					
6	EDLI charges at Applicable rate					
7	EDLI Administrative charges at applicable rates					
8	Reliever's charges@ 1/6th	NA				
9	Reliever's charges@ 1/6th	NA				
10	Cost per Head	NA				

(Signature of the Bidder with date and Seal)

Note:-

- 1.** Payment details at Sr. No. 1 to 7 are mandatory charges and should conform to the relevant legal/statutory provisions in vogue. Not quoting any amount or quoting below the statutory minimum at Sr. 1 to 7 will render the submitted price bid ineligible.
- 2.** Basic Minimum wages & VDA at Sr. No. 1 & 2 shall not be less than the minimum wages fixed and revised from time to time, by the Ministry of Labour and Employment, Government of India for employment of watch and ward staff. The Minimum rates of wages also include the wages for the weekly date of rest.
- 3.** Mandatory percentage of EPF contribution (on actual basis + VDA up-to Rs. 15,000/- or as per the latest notification published by GOI- A copy of thereof be enclosed) shall be paid by SAI.
- 4.** ESI as per the applicable rate shall be payable on item at Sr. No. 1 &2. The monthly wage slip of the guards should reflect the contribution of the deduction accordingly.
- 5.** Providing one weekly off on any day in a week of seven days is mandatory. Not providing a reliever on weekly off days by the security agency would attract penalty as per the contract for each day of absence.
- 6.** The areas 'A', 'B' & 'C' shall be as per notification issued, and revised from time to time by the Ministry of Labour and Employment, Government of India. (Rates to be quoted for the category of area under which the centre where services are to be provided falls).

SECTION – IV

(D) BANK GUARANTEE FORM FOR BID SECURITY

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

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

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

This guarantee will remain in force for a period of forty-five days after the period of Bid validity of 180 days i.e. for 225 days (185days + 45days) from the date of Bid Opening and any demand in respect thereof should reach the Bank not later than the above date.

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

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

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

From: M/s. _____

Date: _____

To
In-Charge,
Sports Authority of India,
Training Centre, Jammu (J&K)

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 _____

[Name & address of the manufacturers]

Confirmed by Bank:

Enclose a copy of Crossed Cheque

SECTION-IV

(F) 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 recovered.

SECTION IV

(G) 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. 39 of Section II- A of Tender Document. If this disclosure is found wrong later on, we are liable for punitive action as per terms of the agreement.

(Authorized Signatory)

Stamp

SECTION IV
(H) DISCLOSURE OF CODE OF INTEGRITY

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

1. Prohibition of:-

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

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

(Authorized Signatory)

Stamp

SECTION IV
(I) AFFIDAVIT/UNDERTAKING

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

Date:

(Signature of the bidder)
NAME & ADDRESS OF THE BIDDER

NOTE: To be submitted on non-judicial stamp paper of Rs. 10/- duly certified by Public Notary

SECTION V (SCOPE OF WORK)

(For illustration only- to be customized as per requirement by tender inviting authority)

Manpower provided should be above 18 years and below 45 years of age. Though, retired and experienced Ex. Servicemen may also be considered.

1. Individual selected should bring Character Certificates from two Gazetted Officers of the Central Government/State Government, and Medical Fitness Certificate from Govt. approved Hospital.
2. His/her antecedents should have been got verified by the agency/selected manpower service provider from the Local Police Authorities.
3. The qualification requirements for all categories of the manpower along with monthly remuneration payable are given below. The successful Tenderer shall ensure that the persons deployed to the SAI Training Centre, Jammu get the amount subject to statutory deductions, as indicated below against each category.
4. The statutory deductions made from the remuneration of the staff shall be deposited with the respective statutory authorities in their name.

Sr. No.	Category	Consolidated monthly amount (inclusive of EPF, ESI, Pension Contribution etc.	Qualification requirements
1	Junior Accountant (01)	Minimum wages as fixed by State/ Centre Govt. from time to time.	Essential: i) B.Com Graduate from a recognized University with basic computer knowledge of Accounts EXCEL & TELLY, Income Tax ii) Two years working experience in accounts line in a Govt. Recognized organization.
2	Multi-Tasking Force (Ground Man-02, watchman-02, Sweeper-01)	-do-	Essential: 8 th Pass Exam from a recognized Board / University with 3 years' experience in preparation of play grounds for groundman.

5. Moreover, numbers of sports events/facilities like; selection trials, Championship, National Coaching Camps, Tournaments and Workshop / Seminars etc. are being run/ conducting / organizing at SAI Training Centre, Jammu. Thus, to meet the emergent requirement of manpower as projected/demanded by SAI Training Centre, Jammu from time to time for Multi-Tasking Staff (MTS) / Group-D personals will provide/ supply by the Man Power Provider/ Agency at the same terms & conditions on the minimum wages applicable in State/ Centre Govt.
6. The bidder may quote their lowest rate of services charges, which they will claim for providing the services of the required manpower.

Date

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

SECTION-VI
GENERAL CONDITIONS OF CONTRACT

1. The contract shall commence from the date of award of letter and shall be continued till one year from the date of award of contract, unless it is curtailed or discontinued by the In-Charge, SAI Training Centre, Jammu owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc or change in requirements of the SAI Training Centre, Jammu.
2. The contract for providing the aforesaid manpower is likely to commence from the date of award of letter and would continue till one year from the date of award of contract. The period of the contract may further be extended after successful completion of one year provided the requirement of the SAI for manpower persists at that time or may be curtailed/discontinued before one year owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of changes in the SAI requirements. The SAI, however, reserves right to terminate this initial contract at any time after giving a 30 days' notice to the selected Service Provider without assigning any reason what so ever.
3. The contract shall automatically expire after completion of one (01) year unless extended further by mutual consent of contracting agency and the SAI Training Centre, Jammu.
4. The contract may be extended, on the same terms and conditions or with some additions/ deletions/ modifications, for a further specific period mutually agreed upon by the successful service provider Agency and SAI Training Centre, Jammu.
5. The contracting Service provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other agency without the prior written consent of the SAI.
6. The SAI Training Centre, Jammu, at present, has requirement of as referred to S.No.5 of Tender Document/Bid; *01- Junior Accountant, 07-Multi Task Force*) on urgent basis. The requirement of manpower of SAI Training Centre, Jammu may further increase or decrease marginally, during the period of initial contract also, and the Tenderer would have to provide additional manpower service on need basis, if required on the same terms and conditions from time to time.
7. The Service Provider will be bound by the details furnished by it to the SAI Training Centre, Jammu while submitting the Tender or at subsequent stage. In case, any of such details/ documents furnished are found to be false at any stage, it would be deemed to be a breach of terms of contract making the tender liable for legal action besides termination of contract.
8. The SAI Training Centre, Jammu reserves right to terminate the Contract during any time after giving a 30 days' Notice to the Contracting Agency.
9. The persons/staff/employee deployed shall be required to report to In-charge, SAI Training Centre, Jammu. In case, the person deployed is absent on a particular day or comes late/leaves early on three (03) occasions, proportionate deduction for one day salary will be made.
10. The Service Provider Agency shall nominate a Coordinator/Supervisor who would be responsible for immediate interaction with the SAI Training Centre, Jammu so that optimal services of the persons deployed by the Manpower Provider Agency could be availed without any disruption.
11. The entire financial liability in respect of manpower services deployed in the SAI Training Centre, Jammu shall be that of the Manpower Service Provider Agency and the SAI Training Centre, Jammu will in no way be liable for any financial liability.

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12. For all intents and purposes, the Manpower Service Provider shall be the '**Employer**' within the meaning of different Labour Legislations in respect of manpower so employed and deployed in SAI Training Centre, Jammu. **The persons deployed by the Manpower Service Provider in SAI Training Centre, Jammu shall not have any claims whatsoever like; Employer and Employee relationship against Sports Authority of India, Training Centre, Jammu.**
13. The Manpower Service Provider Agency shall be solely responsible for the redressed of grievances/ resolution of disputes relating to persons deployed. The SAI Training Centre, Jammu shall, in no way, be responsible for settlement of such issues whatsoever.
14. The SAI Training Centre, Jammu shall not be responsible for any financial loss or any injury to any person deployed by service provider in the course of their performing the functions/duties, or for payment towards any compensation/treatments etc.
15. The persons deployed by the Manpower Service Provider shall not claim, nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed/temporary employees of the SAI Training Centre, Jammu during the contract period or after expiry of the contract.
16. In case of termination of this contract on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and will have no claim for any absorption in the regular/ otherwise capacity in the SAI Training Centre, Jammu.
17. The persons so engaged on contract through the Manpower Service Provider Agency will have no right what so ever to have temp/regular employment in SAI Training Centre, Jammu.

LEGAL:

18. The personnel during course of their work shall be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person concerned liable for penal action under IPC, Cr. P.C. or any other relevant provision besides, action for breach of contract.
19. The Manpower Service Provider Agency shall comply with all the Labour Laws in vogue including; The Payment of Wages Act 1936, the Contract Labour (R&A) Act-1970, The Child Labour (R&A) Act-1986, ESI Act-1948, the Equal Remuneration Act-1976, the EPF & Misc. Provisions Act-1952. The Manpower Service Provider Agency is bound to comply with all other applicable statutory provisions even if it is not indicated herein expressly.
20. The Manpower Service Provider Agency will be responsible for compliance of all statutory provisions relating to Wages, Provident Fund & Employees State Insurance etc. in respect of the persons deployed by it in the SAI Training Centre, Jammu. The SAI Training Centre, Jammu shall has no liability in this regard.
21. The Manpower Service Provider Agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to SAI Training Centre, Jammu to the concerned Tax Collection Authorities from time to time as per extant Rules and Regulations in the matter.
22. The Tax Deduction at Source (T.D.S) shall be done as per the provisions of Income Tax Act/Rules, as amended from time to time and a Certificate to this effect shall be provided to the Manpower Service Provider Agency by the SAI Training Centre, Jammu.
23. The service provider shall maintain all the Statutory Registers under the Law. The Manpower Service Provider Agency shall produce the same, on demand, to the concerned authority of the SAI Training Centre, Jammu or any other authority under Law.

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- 24 In case, Manpower Service Provider Agency fails to comply with any Statutory/Taxation liability under appropriate law, and as a result thereof the SAI Training Centre, Jammu is put to any loss/obligation, monetary or otherwise, the Sports Authority Ministry will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider Agency, to the extent of the loss or obligation in monetary terms.

FINANCIAL:

25. The Technical Bid should be accompanied with an EMD, refundable without interest, of Rs, 50,000/- in the form of DD/Pay Order drawn in favour of Incharge, SAI Training Centre, Jammu **failing which the Tender shall be rejected out rightly.**
26. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First Stage)/Financial Bid (Second competitive stage) shall be returned to them without any interest within 30 days. However, E.M.D. in respect of successful Tenderer shall be adjusted towards the Performance Security Deposit. **Further, if the Manpower Service Provider Agency fails to deploy the required manpower against the initial requirement within 15 days from the date of placing the orders, the Performance Security shall stand forfeited without giving any further notice.**
27. The Successful Tenderer will have to deposit a Performance Security amount of Rs. 50,000/- in the form of Bank Guarantee/ Demand Draft from any Nationalized Bank drawn in favour of Incharge, SAI Training Centre, Jammu covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tender.
28. In case of breach of any terms and conditions the Performance Security Deposit of the Manpower Service Provider Agency will be liable to be forfeited by the SAI Training Centre, Jammu besides annulment of the Contract.
29. The Manpower Service Provider Agency shall raise the bill, in duplicate, along with attendance sheet (duly verified by In-Charge, Sports Authority of India Training Centre, Jammu in respect of the persons deployed and submit the same to In-charge, SAI Training Centre, Jammu in the First week of the succeeding Month. As far as possible the payment will be released by the Second week of the succeeding Month.
30. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill of each month. A requisite portion of the bill/whole of the bill amount shall be held up till such proof is furnished, at the discretion of the SAI.
31. If there is any delay by the Manpower Service Provider Agency, in releasing/payment of monthly salary to the engaged/deployed persons on contract basis in SAI Training Centre, Jammu, beyond 7th of each month, the Manpower Service Provider Agency shall liable to pay penalty @ Rs.500/- per day, which shall be deducted from the monthly bills of the Manpower Service Provider Agency in the following month.
32. If there is any delay by the Manpower Service Provider Agency, in providing a suitable substitute for the absentee for a period beyond three (03) working days, the Agency shall be liable to pay penalty at the rate of Rs.1000/- per day for each absentee, which shall be deducted from the monthly bills of the firm in following month.
33. The Director General, Sports Authority of India reserves the right to withdraw/relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
34. If the parties fail to resolve their dispute or difference by mutual consultation within twenty-one days of its occurrence, then either the Manpower Service Provider Agency or the SAI may give notice to the other party of its intention to commence arbitration, in the manner hereinafter provided and the arbitration procedure will be as per the Arbitration & Conciliation Act, 1996 Govt. of India.
35. The dispute or difference arises between the Manpower Service Provider Agency and SAI relating to any matter arising out of or connected with the Contract, shall be referred to the Sole Arbitrator to be appointed by the Director General, Sport Authority of India. The award of the arbitrator will be final and binding on the parties to contract.

Read, understood & agreed
Signature of the Bidder with Seal

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 up to:

(iii) Prices:

(iv) Details of Performance Security:

(v) Payment terms:

**(Signature, name and address
of the purchaser's authorized 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:

Sr. 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/ board resolution in favor of signatory ?			
4	Have you submitted satisfactory performance certificate as qualification criteria in Section III (A) of TE document in respect of all Orders ?			
5	Have you submitted copy of the order (s) and end user Certificate ?			
6	Have you submitted prices of services in the price schedule as per Section IV (C)?			
7	Have you kept validity of days from the Techno			

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	Commercial Tender Opening date as per the TE Document ?			
8	Have you furnished GST, PAN No. as allotted by the Income Tax Department of Government of India ?			
9	Have you intimated the name an full address of your Banker (s) along with your account Number ?			
10	Have you fully accepted payment terms as per TE document ?			
11	Have you fully accepted all clauses/conditions of TE Document ?			
12	Have you submitted the certificate of Incorporation/ Registration ?			
13	Have you furnished documents establishing your eligibility & qualification criteria as per the TE document ?			
14	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.?			
15	Have you enclosed the Affidavit as per Section IV (I) of the TE Document ?			

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16	Have you enclosed registration No. and requisite Certificate against Private Securities Agencies Regulation Act (PASARA) Act, 2005 ?			
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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 fill 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)**