

NOTICE INVITING TENDER FOR ENGAGEMENT OF AGENCY FOR PROVIDING SKILLED/UNSKILLED MANPOWER AT STC, DHARAMSHALA

Sealed tenders are invited from reputed & registered agencies having minimum annual turnover of Rs. 25.00 lacs (Twenty Five Lacs Only) during the last two preceding years and five years experience in providing skilled/unskilled staff (i.e. cook, bearer, groundman, safai karamchari & watchman/security guard etc.) as per the requirement of the centre.

The detailed information, terms and conditions governing the award of contract are contained in the tender document which may be obtained from the office of the In-charge, SAI Training Centre, Dharamshala on any working day between 11:00 Hrs to 16:00 Hrs from 10.10.18 to 29.10.18, on payment of Rs. 1000/- (Rupees One Thousand Only) in the form of demand draft in favor of the In-charge SAI Training Centre, Payable at Dharamshala. In case downloading from website the bidder will have to submit the tender cost along with EMD.

The bidder should deposit an EMD for Rs. 25,000/- (Rupees Twenty Five Thousand only) in form of **Demand Draft** only in favor of In-charge, STC, Dharamshala payable at Dharamshala.

Tender offer in the prescribed tender form along with all relevant documents sealed and completed in all respect must be submitted latest by **30.10.18 up to 10:00 Hrs** in the office of Centre In-charge, STC, Dharamshala which will be opened on **30.10.18 at 11:00 Hrs** respectively in the presence of the bidders or their authorized representatives.

Sports Authority of India, Training Centre, Dharamshala reserves the right to accept or reject any Limited Tender Enquiry without assigning any reason whatsoever.

(K.S Patiyal) Centre In-charge

SPORTS AUTHORITY OF INDIA

SPORTS TRAINING CENTRE, DHARAMSHALA

INVITES

OPEN TENDER

FOR

PROVIDING SKILLED/UNSKILLED MANPOWER FOR THE YEAR 2018-19

AT

SPORTS AUTHORITY OF INDIA SPORTS TRAINING CENTRE, DHARAMSHALA (H.P) Tele Fax: 01892-224807



TENDER ENQUIRY FOR AGENCY FOR PROVIDING SKILLED/UNSKILLED MANPOWER ON CONTRACT BASIS AT STC, DHARAMSHALA FOR THE YEAR 2018-19

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

Last date of receipt of Tenders	:	30 th Oct 2018 up to 10:00 Hrs
Date & time of opening of Tenders (Technical Bids)	:	30 th Oct 2018 at 11:00 Hrs
Date & time of opening of Tenders (Financial Bids)	:	30 th Oct 2018 at 16:00 Hrs

1. INVITATION OF BIDS

- 1.1 The Sports Authority of India under Ministry of Youth Affairs & Sports located at Sports Training Centre, Dharamshala (HP) invites Tenders from reputed, well established and financially sound Manpower Service Providers/Agencies/Firms having minimum annual turnover of Rs. 25.00 lacs (Twenty Five Lacs Only) during the last two preceding years and five years experience in providing skilled/unskilled staff to the Central/State Government Organization/PSUs.
- **1.2** The bidders are required to accept all the terms and conditions mentioned in the tender document. SAI reserves the right to reject any or all offers without assigning any reason.
- **1.3** Incomplete tender documents or bids are liable to be rejected.
- **1.4** Tenders received after the due date and time will not be entertained.
- **1.5** Tender duly filled in and complete in all respect and in sealed covers should be addressed to the **Centre In-charge, Sports Authority of India, Training Centre, Sports Complex, Near Cricket Stadium, Dharamshala (HP) 176215.**

2. EARNEST MONEY DEPOSIT (EMD)

- **2.1** Tender document must be accompanied by a Bank Draft of the Nationalized Bank of Rs. 25,000/-(Rupees Twenty Five Thousand Only) issued in favor of the In-charge, SAI Training Centre payable at Dharamshala (HP) on account of Earnest Money, which will be refundable in due course to the unsuccessful bidders. The earnest money of the successful bidder will be refunded after completion of the following formalities:
 - (i) The successful bidder shall start providing services within seven days from the date of receipt of the award letter/letter of acceptance.
 - (ii) Execute an agreement within seven days from the receipt of the award letter/letter of acceptance.

- (iii) The successful bidder shall furnish interest free Contract Performance Security @ 5% of the total contract value (basic value of contract) within six days from the date of receipt of award letter and which will be refundable after successful completion of the contract.
- **(iv)** The Earnest Money deposited by the successful tenderer shall be forfeited if the contractor fails to furnish the requisite Contract Performance Security and/or fails to start work within seven days from the date of receipt of the award letter/letter of acceptance.
- (v) Bids received without EMD shall stand rejected.
- (vi) Service charges quoted less than 1% will be rejected as per the instruction of the Ministry of Finance, Govt. of India.

3. <u>SCHEDULES OF TENDER</u>

- **3.1** The tender document will be sold from 11:00 Hrs to 15:00 Hrs on all working days up to 29.10.18.
- **3.2** Technical & Financial bids should be received up to 10:00 Hrs on 30.10.18.
- **3.3** The technical bids will be opened on 30.10.18 at 11:00 Hrs and the financial bids will be opened on 30.10.18 at 16:00 Hrs of only those bidders whose technical bids are accepted by the technical committee.
- **3.4** Any tender document received after the prescribed date and time mentioned above will not be entertained under any circumstances.
- **3.5** The contract will be awarded to the selected bidder from the date of expiry of the existing contract.
- **3.6** The security deposit can be forfeited by the Sports Authority of India in whole or in part if the service rendered are not up to the required standard as specified by the competent authority.
- **3.7** The competent authority reserves the right to reject any or all the tenders without assigning any reason and shall not bind itself to accept any tender and reserves the right to call for fresh tender.
- **3.8** All the correspondence will be addressed to the Centre In-charge, Sports Authority of India, Training Centre, Sports Complex, Near Cricket Stadium, Dharamshala, Distt. Kangra (HP)-176215.
- **3.9** The agency has to give an undertaking that staff deployed at this office in terms of this contract at all time will remain the employees of the agency exclusively and they shall not be entitled to claim employment or permanency of job in the Sports Authority of India or any other direct or indirect claim on SAI.

4. PROCEDURE FOR SUBMISSION OF BIDS

- **4.1** The bids shall be submitted in three separate sealed envelopes as under:
 - (a) <u>Envelop-A</u> should contain the Bank Draft (s) for the EMD along with details as per <u>Annexure-I</u>.
 - **(b)** <u>Envelop-B</u> should contain the Technical Bid Document as per <u>Annexure-II</u>, Tender Document duly signed by the bidder on each page and all necessary documents to be submitted along with the technical bid document.
 - (c) <u>Envelop-C</u> should contain the Financial Bid as per <u>Annexure-III</u>.
 - (d) Those bidders who have downloaded the tender document from the website, have to pay Rs. 1000/- (Rupees One Thousand Only) in the form of Demand Draft in the favor of In-charge, SAI Training Centre payable at Dharamshala (HP) as a cost of tender document. In case the bid is received without the cost of the tender document, the same would not be considered.
- **4.2** All the three envelopes i.e. envelopes A, B &C should be submitted in a big envelope duly sealed, addressed to the Centre In-charge, Sports Authority of India, Training Centre, Sports Complex, Dharamshala, Distt. Kangra (HP) 176215 and subscribing **"Tender for Engagement of Agency for Providing Skilled/Unskilled Staff at STC Dharamshala."** The cover should also bear the name & address of the bidder including telephone/mobile number.

- **4.3** Any Tender submitted by the bidder with in-complete information will be rejected.
- **4.4** The bidder must put their seal and sign each paper of the bid and also on cutting or correction etc. if any.

5. **BIDDER'S QUALIFICATION**

The bidder should have **minimum 5 (Five) years of experience of providing Skilled/Unskilled Staff in Govt. Organization/PSUs** with minimum annual turnover of Rs. 25.00 lacs (Twenty Five Lacs Only) during the last three preceding financial years. **The bidder should have valid registration i.e. labour license for providing labour.**

6. SCOPE OF WORK & TERMS & CONDITIONS

- **6.1** The agency should have qualified and experienced staff for deployment.
- **6.2** Rate quoted should be on per day basis, which should be clearly written in figures and words also subject to Minimum Wages Act, 1948 which will stand revised upwards to the extent notified by the concerned authority.
- **6.3** The agency will be committed to pay the minimum wages as notified from time to time by the Central Government or State Government, whichever is higher.
- **6.4** The agency shall be responsible for fulfilling all the statutory provision of the contract labour (Regulations and Abolitions Act, 1970).
- **6.5** The labour so deployed should be bound to work 8 hours daily for full month as per timings fixed by the Centre. The manpower so deployed by the agency shall remain under the control and supervision of the agency and the agency shall be liable for the payment for their wages, ESI, EPF, Bonus etc. and all other dues payable under various labour regulations and other statutory provisions.
- **6.6** The Income Tax and Surcharge i.e. TDS as applicable as per the rules shall be deducted from the bills and as amended from time to time by the Income Tax Deptt., Govt. of India.
- 6.7 GST will be paid after fulfilling all its condition under the GST, Act.
- **6.8** The agency shall be responsible for fulfilling all its obligations under various Laws and Acts, namely Minimum Wages Act, EPF Act, ESI Act, Bonus Act etc. and under any other statutory requirements as applicable to the Govt. of India and the rules & regulations as amended from time to time, in respect of the manpower deployment and also to present the documents as and when required or asked by the Centre In-charge, STC Dharamshala.
- **6.9** The agency shall be solely liable for any violation of provision of the said Acts or any other Act.
- **6.10** In case of unsatisfactory services, the Centre In-charge, STC Dharamshala reserves the right to terminate the contract/agreement immediately without assigning any reason.
- **6.11** All claims which may arise due to the negligence of the person deployed (including all types of charges/incidental charges/legal charges etc.) shall be borne by the agency.
- **6.12** Bidders will sign all the pages of the tender document and also on the cutting/corrections (if any).
- **6.13** The agency shall not sublet the contract to other agency after the award of the contract.
- **6.14** The agency shall be solely responsible for observing and complying with all the employment regulations, labour laws as applicable from time to time and laid down in this behalf in respect of all its employees during the period of contract and agency's employees including any additional obligations that may arise on account of the contract being performed on SAI premises.

- **6.15** The agency shall remain the only and principal employer of all the staff of all the staff recruited and appointed by it. SAI shall not be responsible for loss of job to any employee of the agency in case of expiry/termination of the contract. The agency will maintain from inception, a reserve fund with his own bankers for meeting all accruing liabilities of terminal benefits, compensation etc. and will be solely responsible for providing alternative employment to all his employees, on the cessation of this agreement. The owner/proprietor of the agency and his personal assets will also subject to a line of all dues whether of terminal nature or of re-employment till retirement of each of his employee.
- **6.16** The agency shall submit pre-receipted & stamped bills in triplicate along with a copy of the attendance register duly verified by the Centre In-charge by the 3rd of every month for the preceding month.
- **6.17** The agency has to provide services as per the requirement of STC, Dharamshala even at a short notice.
- **6.18** The contract shall for a period of one year. The contract shall be terminated by either side on one month notice without assigning any reasons.
- **6.19** In case of any dispute the matter shall be under the jurisdiction of the courts situated in Chandigarh.
- **6.20** In case the services of the staff deployed are found unsatisfactory that there will be deduction of 5% of the basic amount on the first occasion, 10% on the second occasion and 15% on the third occasion out of the monthly payment of that staff which will be without prejudice to the right of the SAI. Thereafter SAI reserves the right to terminate the contract or imposition of penalty as deemed fit for unsatisfactory services.
- **6.21** The successful bidder shall enter into a contract with Sports Authority of India.
- **6.22** The above terms and conditions are illustrative in nature and not exhaustive. In other words, SAI reserves the right to make further conditions, alterations or modifications in the above conditions.
- **6.23** The agency has to pay the wages/salary to the deployed staff before 7th of every month for preceding month. Failing which penalty will be made @ Rs. 100/- per day till the date of the payment of the salary.
- **6.24** The successful bidder will submit ESI, PF details and the details of other statutory requirements of the staff deployed for this purpose and an undertaking that the staff deployed at the centre in terms of this contract of all the times will exclusively remain employee of the agency for all the purpose every month with the bill.
- **6.25** All the statutory liabilities will be deposited by the contractor such as ESI, EPF & GST to the concerned authorities as per the due dates/rules. Charges on account of ESI & EPF will be reimbursed by SAI against the paid challans and ensuring that the amount in question has actually been paid to respective authorities.
- **6.26** Any disputes between the parties whether relating to or arising out of this proposed contract deed or connected therewith shall be adjudicated by the arbitrator to be appointed/nominated by the Centre In-charge, STC Dharamshala and the decision of the said sole arbitrator shall be final and binding on both the parties.
- **6.27** These are only proposed draft terms and conditions and can be modified, changed or added at the time of final concluding and signing the agreement.
- **6.28** The agency shall ensure proper insurance coverage to its employees by taking adequate Workmen Compensation Policy.
- **6.29** Initially, the contract will be for a period of one year only from the date of award of contract and may be extended for further period on the same terms and conditions if found satisfactory.
- **6.30** The agency will provide rest to the contractual staff and will also provide reliever against the weekly rest to the contractual staff as per the labour law.

- **6.31** The agency has to pay the wages/salary to the workers only through digital mode i.e. Bank Transfer, NEFT ect.
- **6.32** Any alteration/cutting/overwriting in the rates should be attested by the authority signing the bids. Bids received with alteration/cutting/over writings without attestation will not be considered. No blanks should be left which would make the bid liable for rejection.
- **6.33** All liabilities arising out of accident or death while on duty shall be borne by the contractor.
- 6.34 The agency shall not employ any person below the age of 18 years and above the age of 60 years.
- **6.35** Financial Bid if enclosed openly with Technical Bid, the same shall stand rejected.
- **6.36** Escalation of minimum wages during the contract period shall be reimbursed by SAI.
- 6.37 At the time of final bill contractor has to submit "No Claim/No Dues Certificate".
- **6.38** The agency has to deploy the worker with no past criminal records. Also the contractor has to provide police verification for all the persons deployed by them.
- **6.39** Monthly payment shall be released against submission of monthly bill and other requisite documents duly certified by the Centre In-charge within 15 days of submission of bill (in duplicate), along with the following documents:

S. No.	Description	Nos. of Copies
1	Certified Monthly Attendance Sheet	2 Copies
2	Certified Monthly Wage Register (Form-XVII) of the deployed contract workers towards statutory compliance of Minimum Wage.	2 Copies
3	Certified Monthly ECR Challan copy towards Employer ProvidentFund Contribution @ 13% of minimum wages for statutorycompliance as per the EPF Act, 1952.	
4	Certified Monthly E-Payment statement/proof of e-payment made to the bank account no. of the contract workers deployed.	2 Copies

6.40 Certified that I/We have gone through the contents of the Tender form point wise and thereby convey our acceptance to abide by all the terms, conditions and specifications mentioned in the tender document.

Signat	ure
C	
Name (in block lett	ers)
Designati	on
of the Agency/Firm (with seal)	
Address _	
-	
-	
Telephone/Mobile No.	·
F-10110/1100110110	

Dated: _____

Name

(FORMAT FOR SUBMISSION OF EMD ON THE LETTER HEAD OF THE FIRM)

Date: _____

The Centre In-charge, Sports Authority of India, Sports Training Centre, Dharamshala (HP)

<u>SUBJECT: Detail Of EMD/BID Security and Cost of Tender Document (if downloaded from Website)</u>

S. No.	Description	Detail
1	Name of the Bidder/Tenderer	
2	Detail of EMD/Bid Security	
2	Demand Draft No. Date	
	Payable At	
	Name of the Bank	
	Amount	

Detail of Payment if Tender Document was downloaded

S. No.	Description	Detail
1	Demand Draft No. & Date	
2	Name of the Bank	
3	Amount	

(Authorized Signatory)

Name in Block Letters_____

Seal of the Agency/Firm _____

TENDER FOR PROVIDING SKILLED/UNSKILLED MANPOWER ON CONTRACT BASIS AT STC, DHARAMSHALA

TECHNICAL BID DETAILS (To be submitted on the letter head of the firm)

Last date of receipt of Tenders	:	30 th Oct 2018 up to 10:00 Hrs
Date & time of opening of Tenders (Technical Bids)	:	30 th Oct 2018 on 11:00 Hrs
Date & time of opening of Tenders (Financial Bids)	:	30 th Oct 2018 on 16:00 Hrs

1.	Name of the Firm	
2.	Name of the Proprietor/Partners	
3.	Full Postal Address with Telephone No., Fax No. & Email ID	
4.	Bio-Data of Director/Proprietors, Partner of the firm along with proof of ownership	
5.	PAN Number of the Firm/Proprietor (Attach Copy)	
6.	GST No. (Attach copy along with the copy of GST Return of the last year)	

7. Total turnover during the last three preceding financial years (Certificate duly certified by the CA should be attached)

S. No	Year	Turnover
1	2015-16	
2	2016-17	
3	2017-18	

8.	Attach copies of ITR of last three preceding years i.e. 2015-16, 2016-17 and 2017-18.	
9.	Labour License No. (Copy of the same should be attached)	
10	. PF Registration Number (Copy of the same should be attached)	
11.	. ESI Registration Number (Copy of the same should be attached)	
12.	Attach an undertaking that the manpower deploy at STC, Dharamshala in terms of this contract at a time will exclusively remain employees of agency all purposes.	11
13	. Experience in the line (mention no. of years)	
14	. Attach list of clients with no. of personnel deployed with each client	
15.	Attach certificates of clients towards providing satisfactory services	
16	. Total number of personnel on Roll of the firm	Skilled Unskilled
17.	. Detail of Bank for NEFT/RTGS	
	a) Name of the Bank	
	b) Branch name & address	
	c) Name as per Account	
	d) Bank Account No.	
	e) Bank IFS Code	
18	. Detail of EMD:	
	a) Name of the Bank :	
	b) Bank Draft No. & Date :	
	c) Amount :	

(Authorized Signatory)

Name in Block Letters_____

Seal of the Agency/Firm ______

TENDER FOR PROVIDING SKILLED/UNSKILLED MANPOWER ON CONTRACT BASIS AT STC, DHARAMSHALA

FINANCIAL BID DETAILS (To be submitted on the letter head of the firm)

1. Name of Bidder

2. Address of the Bidder

3. Contact No. of the Bidder

4. Name of the representative of Firm

S. No.	Category	Remark
1	Highly Skilled	As per the minimum wages as
2	Skilled (Clerk etc.)	prescribed by the Central Govt./State
3	Semi Skilled (Cook etc.)	Govt. whichever is higher on that day will be applicable. (copy of the
4	Un-Skilled (Bearer, Wathman, Groundman, Safai Karamchari etc)	notification should be attached)
5	ESI (as applicable)	@%
6	EPF (as applicable)	@ %
7	Bonus (if applicable)	@ %
8	Service Charge/Handling Charges	@ %
9	GST (as applicable)	@ %

Certified that the rates will be applicable as per Minimum Wages Act, 1948. The rates shall stand revised upward to the extent notified by the Central Govt./State Govt. whichever is higher will be applicable.

NOTE:

- **1.** Rates for EPF & ESI as applicable shall be quoted.
- **2.** Agency's service charges shall be inclusive of all the incidental charges, if any involved in successful completion of the work as per scope defined in the tender documents.
- **3.** All levies/taxes/duty etc other than GST shall be assumed to be mandatorily included in the service charges.
- **4.** GST, ESI & EPF shall be reimbursed on production of proof of payment to Government, after exercising all due checks.
- **5.** Any alteration/cutting/over-writing in the rates should be attested by the authority signing the bid. Bids received with alteration/cutting/over-writings without attestation will not be considered.
- **6.** Offers with service charges less than 1% will be rejected as per the instruction of the Ministry of Finance, Govt. of India.

(Authorized Signatory)

Name in Block Letters

Seal of the Agency/Firm _____