

VILL: JOSHI CHAUHAN, BAHALGARH, SONEPAT

## **NOTICE INVITING TENDER**

# TENDER INVITING QUOTATIONS FROM THE REPUTED & EXPERIENCED MANPOWER SERVICES PROVIDING SUPPLY AGENCIES THROUGH OUTSOURCE FOR SAI NORTHERN REGIONAL CENTRE, BAHALGARH, SONEPAT (HARYANA) AND ITS TRAINING CENTRES & UNIT OFFICES (BAWANA, BHIWANI, KURUKSHETRA, HISSAR & SONEPAT).

Sealed Tenders are invited under two bid system i.e. Technical Bid and Financial Bid by the Sports Authority of India (SAI), Northern Regional Centre (NRC), Bahalgarh, Sonepat from registered reputed, experienced and financially sound Manpower Companies/Firms/Agencies through outsource for providing skilled/unskilled manpower services of Jr. Accountant, Assistant, Data Entry Operator, Steno, Physiotherapist, Lower Division Clerk, Masseur, Nursing Assistant, Life Guards, Electrician, Carpenter, Plumber, Attendant, Groundsman, Bearer, Waterman & Gym Attendant etc. in SAI NRC, Sonepat and its offices situated in different Districts (Bhiwani, Sonepat, Kurukshetra & Hissar as well as in its National Sports Academies) of Haryana State. Details are available on the *website* of SAI i.e., *www.sportsauthorityofindia.nic.in*, & *nispatiala.nic.co.in* Tender Document can be purchased at a cost of Rs.1000/-, SAI NRC, Sonepat on any working day up to 1 PM from the date of publication & upto **14.07.2017**. The Tender Document can be downloaded from the SAI NRC, Sonepat *web site* shall be accompanied by Demand Draft/Pay Order of Rs.1000/- (Cost of the Tender Document) in favour of Regional Director, SAI NRC, Sonepat payable at Sonepat. In case, the bid is received without the cost of Tender Document, the same will not be considered. The DD/Pay Order as aforesaid must be contained in the Envelop of Technical Bids. The Regional Director, SAI NRC, Sonepat have right to reject any or all tenders without assigning any reason.

The Tender offer in the prescribed Tender Document along with the relevant supporting documents sealed and duly completed in all respect and submitted latest by **14.07.2017 up to 1 PM** in the Conference Room at SAI NRC, Sonepat, which will be opened on the same day at **3 PM** in the presence of Tenderer or their authorized representatives.

The complete tender application should reach at the following address latest by **1 PM on 14.07.2017**.

Regional Director Sports Authority of India NRC, Vill. Joshi Chauhan Bahalgarh, Sonepat, Haryana

#### **SPORTS AUTHORITY OF INDIA**

NORTHERN REGIONAL CENTRE, SONEPAT

# TENDER DOCUMENT

FOR PROVIDING MANPOWER SERVICES THROUGH OUTSOURCE FOR THE POST OF JR. ACCOUNTANT, ASSISTANT, DATA ENTRY OPERATOR, STENO, PHYSIOTHERAPIST, LOWER DIVISION CLERK, MASSEUR, NURSING ASSISTANT, ELECTRICIAN, CARPENTER, PLUMBER, LIFE GUARD, ATTENDANT, GROUNDSMAN & BEARER, WATERMAN & GYM ATTENDANT ETC. IN SPORTS AUTHORITY OF INDIA (SAI), NORTHERN REGIONAL CENTRE (NRC), SONEPAT AND ITS TRAINING CENTRE, UNIT OFFICES SITUATED IN DIFFERENT DISTRICT OF HARYANA STATE'S; BHIWANI, SONEPAT, HISSAR, KURUKSHETRA, ROHTAK (NBA) & BAWANA, DELHI AS WELL AS IN NATIONAL SPORTS ACADEMIES IN OPERATION AT HARYANA & DELHI.

# **Manpower Service Provider**

(a) Date of issue of Tender Document	:	From date of Publication of NIT
(b) Date and time for submission of Tender Document	:	From 10 AM to 1 PM upto 14.07.2017
(c) Date and time for opening of Technical Bids	:	At 3 PM on 14.07.2017

Read, understood & agreed

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Read, understood & agreed

#### **GENERAL INSTRUCTIONS FOR BIDDERS**

- The Sports Authority of India, an Autonomous Body of Ministry of Youth Affairs & Sports and located at Northern Regional Centre, Vill. Joshi Chauhan, Bahalgarh, Sonepat requires the services of reputed, well established and financially sound Manpower Service Providers to provide the services of Jr. Accountant, Assistant, Data Entry Operators, Steno, Physiotherapist, Lower Division Clerks, Nursing Assistant, Life Guards, Masseur, Electrician, Plumber, Carpenter, Attendant & Groundsman etc.
- 2. The contract for providing the aforesaid manpower is likely to commence from the date of Work Award letter and would continue till one year from the date of award of contract. The period of the contract may further be extended after successfully completion of one year provided the requirement of the SAI NRC, Sonepat for manpower persists at that time or may be curtailed/discontinue 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.
- The manpower services to be outsourced for the following Multi Tasking Staff categorised as per the requirement may vary on needs bases for the following; 04-Jr. Accountants, 02-Assistants, 04-Data Entry Operators, 01-Steno. 04-LDCs, 01-Physiotherapist, 02-Life Guards, 01-Nursing Assistant, 02-Masseurs (01-Man & 01-Woman) 04-Groundsmen, 01-Electrician, 01-Carpenter, 01-Plumber, 04-Attendants, 06-Bearer, 01-Gym Attendant & 06-Yoga Trainer etc. as per the requirements projected by SAI NRC Sonepat from time to time.
- 4. The interested Manpower Service Provider/ Agency may submit the Tender Document duly completed in all respects along with cost of Tender document and Earnest Money Deposit (EMD) of Rs.50,000/- and other requisite documents by 14.07.2017up to 1 PM in the office of Regional Director, SAI NRC, Bahalgarh, Sonepat.
- 5. The various crucial dates relating to "Tender for Providing Outsource Manpower Services to the Sports Authority of India' NRC, Sonepat is cited as under:

(a)	Date of issue of Tender Document	:	From Date of Publication of NIT
(b)	Date and Time for submission Tender Document	:	At 1 PM on 14.07.2017
(c)	Date and Time for opening of Technical Bid	:	At 3 PM on 14.07.2017

6. Tender has been invited under Two Bid Systems i.e. Technical Bid & Financial Bid. The interested Outsource Manpower Service Providers/Agencies are required to submit three separate sealed envelopes. Marked/super-scribed as 'A' 'B' & 'C' kept in one big sealed envelope super-scribing 'Tender for providing Manpower Services to Sports Authority of India, Northern Regional Centre, Sonepat'. Envelope-'A' should contain two pay order/DD on account of cost of tender and EMD separately. Envelope-'B' should contain Tender Document and required supporting documents. Envelope-'C' should contain only Financial bid which will opened separately in respect of successful bidders whose Technical bid is accepted primarily.

Read, understood & agreed

- 7. The Tendering Manpower Service providers/agencies are required to enclose photocopies of the following listed documents (<u>duly attested by Group 'A' Gazetted Officers of the Government of India or Class-1 Officers of the State Governments</u>), along with the Technical Bid, **failing which their bids shall summarily/out rightly rejected and will not be considered :** 
  - (a) VAT Registration Certificate of the applicant organization:
  - (b) Copy of TAN in respect of firm and PAN Card in respect of Prop.;
  - (c) Copy of the latest IT Return and certified copies of total turnover of the firm filed for the last three (03) Financial Years duly certified by the Chartered Accountant.
  - (d) Copies of latest ESI Certificates and PF Authority Register & Registration No.;
  - (e) Copy of the Service Tax Registration Certificate;
  - (f) Certified Bank Account Statements containing transactions during last Three (03) Years
  - (g) Solvency Certificate from Bank
  - (h) Documentary proof from the concerned Agency where the manpower Outsource services being provided for Jr. Accountant, DEO, Assistant, Steno, Life Guards, LDC, Physiotherapist, Nursing Assistant, Bearer, Masseur, Electrician, Carpenter, Plumber, Groundsman Attendant Waterman, Gym Trainer, & Yoga Trainer etc. by the firm should have at least three (03) Years experience in providing Skilled, Semi-skilled manpower to the Government Department, Public Sector Companies Banks etc.
- 8. The conditional bids shall not be considered and will be out rightly rejected in very first instance.
- 9. All entries in the Tender form should be legible and filed clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, tender shall be summarily rejected. However, cuttings if any, in the Technical Bid Form must be initials by the person authorized to sign the tender bids.
- 10. The Technical Bids shall be opened on the scheduled date and time at 3 PM on 14.07.2017 in Conference Room at 1<sup>st</sup> Floor, SAI NRC, Sonepat in the presence of Representatives of the bidders, if any, who wish to be participate on the spot at that time.
- 11. The **Financial Bids** of only those Tenderers will be opened whose Technical Bids are accepted by the Competent Authority, SAI NRC, Sonepat.
- 12. The Competent Authority of SAI NRC, Sonepat reserves the right to reject any or all bids without assigning any reason at any stage.

Read, understood & agreed

# **TECHNICAL REQUIREMENTS FOR BIDDERS / OUTSOURCE MAN POWER SERVICE PROVIDER**

- 1. The Bidder / Man Power Service Provider Agency should fulfil the following technical specifications:
  - (a) Its Registered Office or one of the Branch Offices should be located either in Haryana or Delhi/NCR.
  - (b) It should be registered with the appropriate Registration Authority;
  - (c) It should have at least three (03) Years experience in providing skilled, semi-skilled manpower to Government Departments, reputed Private Companies/ Public Sector Companies/ Bank, etc.
  - (d) It should have its operative bank account with any of the bankers their own Bank Account;
  - (e) It should be registered with Service Tax Departments;
  - (f) It should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
  - (g) Its minimum annual turnover should be Rs. 25,00,000/- Per Annum.
  - (h) Agency should posses Bank Solvency Certificate for Rs. 25 Lakh from the respective Bank.
  - (i) Agency should have valid Labour Safety License.

Read, understood & agreed

# Scope of Work

# TECHNICAL REQUIREMENT FOR MANPOWER TO BE OUTSOURCED AND DEPLOYED BY THE SUCCESSFULL MANPOWER SERVICE PROVDER AGENCY:

- 1. Manpower provided should be above 18 years and below 45 years of age. Though, retired and experienced Ex. Servicemen may also be considered subject to their fitment for the purpose.
- 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 NRC Sonepat get the amount subject to statuary deductions, as indicated below against each category.
- 4. The statuary deductions made from the monthly remuneration of the outsourced manpower staff shall be deposited with the respective statuary authorities in their name and provide such challans and deposit receipts with next monthly bills/invoice for payment along with the list of staff with their Account No. etc.

S. No.	Category	Consolidated monthly amount (inclusive of EPF, ESI, Pension Contribution etc.	Qualification requirements
1	Jr. Accountant	-do-	<b>Essential: i)</b> 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	Data Entry Operator	Minimum wages as fixed by Haryana Govt. from time to time.	<b>Essential:</b> i) Graduate from a recognized Indian University with basic computer knowledge including; ii) Certificate/Diploma in Data Entry Operator etc, from Govt. recognized institution; iii) Data Entry Speed of 8,000 (eight thousand) key Depressions per hour on Computer. <b>Desirable:</b> One year working experience in a Govt. recognized organization.
3	Assistant	-do-	<b>Essential: i) Graduate</b> from a recognized Indian University with basic computer knowledge including; ii) Two years working experience in noting & drafting, and familiar with office working at a Sr. Level Admn. & Establishment line in a Govt. recognized organization.
4	Physiotherapist	-do-	<b>Essential:</b> i) Bachelors Degree in Physiotherapy from a Govt. recognized University/ Board/Institution of Education. <b>Desirable:</b> One year working experience on First Aid techniques. in a Govt. recognized organization.
5	Steno		<b>Essential:</b> i) Graduate from a recognized University with basic computer knowledge including; ii) 80 WPM in shorthand and 40 WPM in English typing. <b>Desirable:</b> One year working experience in a Govt. recognized organization.
6	Life Guard	-do-	<b>Essential:</b> i) 10+2/Senior Secondary Exam of a recognized Board/ University of Education Ii) Certificate on First Aid iii) Certificate in Swimming iv) Good knowledge of Life Saving Techniques. <b>Desirable:</b> One year working experience in a Govt. recognized organization.
7	LDC	-do-	<b>Essential: i)</b> 10+2 / Senior Secondary Exam of a recognized Board /University of Education. Ii) Typing speed of 35 w.p.m. in English or 30 w.p.m in Hindi. <b>Desirable:</b> One year working experience in a Govt. recognized organization.

8	Nuraina	-do-	Essential i) Degree/Diplome in Nursing from a recognized leafitution
ð	Nursing	-00-	<b>Essential: i)</b> Degree/Diploma in Nursing from a recognized Institution. ii)
	Assistant		Good knowledge of basic nursing techniques like; First-Aid etc. to meet the
			emergent situation. Desirable: One year working experience in a Govt.
			recognized organization.
9	Groundsman	-do-	Essential: i) 8th Pass Exam of a recognized Board /University of
			Education, with 3 years experience in preparation of grounds for sports
10	Plumber	-do-	Essential: i) 8th Class pass with Diploma/Certificate (ITI) as Plumber/
			Plumber. Desirable: One year working experience in a Govt. recognized
			organization.
11	Masseur &	-do-	Essential: i) Matriculation from a recognized Board /University of
	Masseuses		Education, ii) 3 Yrs. Experience in the respective line in Govt. recognized/
			reputed Instt./Establishment.
12	Carpenter	-do-	Essential: i) 8th Class pass with Diploma/Certificate as Carpenter from ITI
			Trade Desirable: One year working experience in a Govt. recognized
			organization.
13	Electrician	-do-	Essential: i) Matriculation or equivalent with Diploma as Electrician from
			ITI Trade. Desirable: One year working experience in a Govt. recognized
			organization.
14	Attendant	-do-	Essential: i) Middle pass/ 8th Exam of a recognized University/Board of
			Education. Desirable: One year working experience in Govt. recognized
			organization/office.
15	Gym Attendant	-do-	Essential: i) Matriculation from a recognized Board /University of
-	· · · · · ·		Education . Desirable: Matriculation with thorough knowledge of reading
			writing of Hindi & English Language. Diploma/Certificate and
			operation/maintenance & running branded/reputed firms
			Gymnasiam/fitness centre in the reputed instituted having with 1-2 years
			experience in the respective field independently.
16	Yoga Instructor	-do-	Essential: i) Graduation in any Discipline
			ii) Degree/Diploma in Yoga
			iii) Experience 1-2 year to run yoga classes sessions independently at
			reputed instituted/College /University & Public organization.
17	Bearer	-do-	Essential: i) Matriculation from a recognized Board /University of
			Education, ii) 3 Yrs. Experience in the respective line in Govt. recognized/
			reputed Instt./Establishment.
	1	1	

- 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 NRC, Sonepat. Thus, to meet the emergent requirement of manpower as projected/demanded by SAI NRC, Sonepat from time to time for the services of 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/DC rates applicable in Haryana/Delhi State Govt. as per applicability/deployed/engaged at respective place of services of manpower.
- 6. The bidder may quote their lowest rate of services charges, which they will claim for providing the services of the required manpower.

Read, understood & agreed

# **APPLICATION - TECHNICAL BID**

	ower Outsource Services to auhan, Bahalgarh, Sonepat		of India, Northe	ern Regional
2. Name of Tendering Ma	anpower Service Provider :			
3. Details of Deposit	(a) Tender form cost	: DD No	date	of Rs
	(b) EMD	: DD No	date	of Rs
	Drawn on Bank	-		
4. Name of proprietor /Director :				
5. Full Address of Registered O	ffice of Tenderer:			
	Telephone No. :			
	Fax No. :			
	-Mail Address. :			
VV	hatsapp Accounts:			
6. Full address of Operat	ing :			
office/Branch Office		·····		
Telephone	e No. :			
Fa	x No. :			
	ress. :			

Read, understood & agreed

7. Banker of the Manpower Service Provider	:
	<u>:</u>
Telephone No. of Banker with email Add.	<u>:</u>
8. (a) TAN	:
(b) PAN	:
(Attach attested copy)	
9. Service Tax Registration No.	:
(Attach attested copy)	
10. E.P.F. Registration No.	:
(Attach attested copy)	
11. E.S.I. Registration No. (Attach attested copy)	:

12. Financial turnover of the tendering **Manpower Service Provider** for the last three (03) Financial Years: (attach separate sheet if space provided is insufficient)

Financial Year	Amount (Rs. Lacs)	Remarks, if any
2014-2015		
2015-2016		
2016-2017		

**13.** Give full details of the major similar contracts handled by the Tenderer Manpower Service Provider during the last three (03) years (if the space provided is insufficient, a separate sheet may be attached on prescribed format)

S. No	Name of Client,Manpower ServiceAmount ofAddress, Tel.No.providedcontract& Fax No. & Email(Rs. in Lacs)	provided		Duration of Contract		
		Type of manpower provided with name of post	No		From	То

13. Additional information, if any (Please attach separate sheet, if required)

Signature of authorized person

.

Date: Place: Name: Seal:

Read, understood & agreed

# **DECLARATION FROM TENDERER**

- 1. I,----- Son/ Daughter / Wife of Shri ------
- 2. Address:

Proprietor / Director / Authorized Signatory of the Manpower Service Provider Agency, mentioned above, name of the Competent Authority to sign this declaration and execute this tender document:

- 3. I have carefully read & understood all the terms & conditions of the Tender and undertake to abide by them;
- 4. The information / documents furnished along with the above Tender application are true and authentic to the best of my knowledge and belief. I/We, am/are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my/ our Tender at any stage besides liabilities towards prosecution under appropriate law.

# Signature of authorized person

Name:

Seal:

Full Address:

Read, understood & agreed

# **APPLICATION – FINANCIAL BID**

(To be submitted in Envelope 'C' separately)

### For Providing Manpower Services and Assistance to SAI NRC, Sonepat.

- 1. Name of Tenderer Manpower Service Provider Agency :
- 2. The successful bidder tendered shall ensure that each person deployed in the SAI NRC, Sonepat get the amount indicated below and the bidder may quote their service charges, on the monthly remuneration as quoted below in Column No.3 which they will claim for providing the services of the required manpower:

S. No	Category of services required	Consolidated Monthly Amount	Rate of service charges to be quoted by the Bidders for providing the manpower services
(1)	(2)	(3)	(4)
1	Data Entry Operator (DEO)	DC Rate applicable at Sonepat Haryana & Delhi	
2	Assistant	-do-	
3	Jr. Accountant	-do-	
4	Physiotherapist	-do-	
5	Steno	-do-	
6	Life Guard	-do-	
7	LDC	-do-	
8	Nursing Assistant	-do-	
9	Groundsman	-do-	
10	Plumber	-do-	
11	Masseur / Masseuses	-do-	
12	Carpenter	-do-	
13	Electrician	-do-	
14	Attendant	-do-	
15	Gym Attendant	-do-	
16	Yoga Instructor	-do-	
17	Bearer	-do-	

#### Signature of authorized person

Date:

Place:

Name:	
Seal:	

#### Notes:

- The consolidated amount of wages/rates payable at Sonepat, Govt. Of Haryana, at respective Districts/Places/STCs (where manpower services are provided) and Delhi at DC Rates shall not be inclusive of all Statutory/taxation liabilities in force as fixed from time to time. Being statutory liabilities, these will also be paid separately to the Agency/Firm i.e. PF @13.61% ESI @13.61%, ESI @ 4.75% and Service Charges @15% over & above the consolidated amount of wages/rates paid at DC Rates. No charges from salary of employees deputed by Agency at SAI NRC, Sonepat & other STCs/Unit Offices under the jurisdiction of SAI NRC, Sonepat.
- 2. The selection criteria shall be the Rate of service charges to be quoted by the Bidders for providing the manpower vary as per requirement from time to time.
- 3. The payment shall be made on conclusion of the Calendar month only on the basis of no. of working days for which duty has been performed by each manpower.
- 4. Firms shall be paid DC Rates payable at Sonepat, Govt. of Haryana and Delhi plus Service Charges as quoted by them in Col. No. 3 & 4 above.
- 5. No other amount of any kind shall be paid in addition.

#### Read, understood & agreed Signature of the Bidder with Seal

# **TERMS AND CONDITIONS**

- 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 discontinue by the Regional Director, SAI NRC, Sonepat owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc or change in requirements of the SAI NRC, Sonepat.
- 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 successfully completion of one year provided the requirement of the SAI for manpower persists at that time or may be curtailed/discontinue 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 Regional Director, SAI NRC, Sonepat 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 NRC, Sonepat.
- 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 NRC, Sonepat.
- 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.
- The SAI NRC, Sonepat, at present, has requirement at NRC, Sonepat & its Unit Offices as referred to S.No.3 at Page No.4 & S.No.4 at Page No.7 in respect of Scope of Work of Tender Document/Bid; 04-Jr. Accountant, 02-Assistant, 04-Data Entry Operators, 01-Steno. 04-LDCs, 01-Physiotherapist, 02-Life Guards, 01-Nursing Assistant, 02-Masseurs (01-Man & 01-Woman), 04-Groundsmen, 01-Electrician, 01-Carpenter, 01- Plumber, 04-Attendants, 06-Bearers, 01-Gym Attendant & 06-Yoga Trainers etc. on urgent basis.
- 7. The requirement of manpower of SAI NRC, Sonepat 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.
- 8. The Service Manpower Provider will be bound by the details furnished by it to the SAI NRC, Sonepat 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.
- 9. The persons/staff/employee engaged/deployed shall be required to report at duty point for works at 09.30 AM to In-charge of respective Section/Division at SAI NRC, Sonepat and would leave at 6 PM. 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 NRC, Sonepat 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 NRC, Sonepat shall be that of the Manpower Service Provider Agency and the SAI NRC, Sonepat will in no way be liable for any financial liability.

Read, understood & agreed

- 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 NRC, Sonepat. The persons deployed by the Manpower Service Provider in SAI NRC, Sonepat shall not have any claims whatsoever like; Employer and Employee relationship against Sports Authority of India, NRC, Sonepat.
- The Manpower Service Provider Agency shall be solely responsible for the redressed of grievances/ resolution of disputes relating to persons deployed. The SAI NRC, Sonepat shall, in no way, be responsible for settlement of such issues whatsoever.
- 14. The SAI NRC, Sonepat shall not be responsible for any financial loss or any injury to any person engaged/ 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 NRC, Sonepat 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 NRC, Sonepat.
- 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 NRC, Sonepat.

#### 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 NRC, Sonepat. The SAI NRC, Sonepat shall have 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 NRC, Sonepat 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 NRC, Sonepat.
- 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 NRC, Sonepat or any other authority under Law.
- 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 NRC, Sonepat is put to any loss/obligation, monitory 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.

Read, understood & agreed Signature of the Bidder with Seal

# 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 Regional Director, SAI NRC, Sonepat **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 15-20 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.2.50 Lakh in the form of Bank Guarantee/ Demand Draft from any Nationalized Bank drawn in favour of Regional Director, SAI NRC, Sonepat 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 NRC, Sonepat besides annulment of the Contract.
- 29. The Manpower Service Provider Agency shall raise the bill, in duplicate, along with attendance sheet (duly verified by the concerned coach Incharges/ Assistant Director (A&C), Sports Authority of India NRC, Sonepat in respect of the persons deployed and submit the same to Regional Director, SAI NRC, Sonepat 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 with their paid challans & report with the next bill for payment. 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 NRC, Sonepat, beyond 7<sup>th</sup> 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.
- 36. Any person who is in Govt. Service or an employee of SAI should not be made partner to the contract directly or indirectly in any manner whatsoever.
- 37. All liabilities arising out of accident or death while on duty shall be borne by the Agency/Firm.

(Sanjay Saraswat) Regional Director Sports Authority of India, Northern Regional Centre, Bahalgarh, Sonepat, Haryana Tel No: 0130-2380316

Read, understood & agreed Signature of the Bidder with Seal The Tendering Manpower Services Provider Agency are required to enclose the photocopies of the following listed Documents (<u>duly attested by Group 'A' Gazetted</u> <u>Officers of the Govt. of India or Class-1 Officer of the State Govt.</u>), along with the Technical Bid.

- i) VAT Registration Certificate of the applicant organization:
- ii) Copy of TAN in respect of firm and PAN Card in respect of Prop.;
- iii) Copy of the IT Return and certified copies of total turnover of the firm filed for the last three
  (03) Financial Years duly certified by the Chartered Accountant.
- iv) Copies of latest and ESI Certificates and PF Authority Register;
- v) Copy of the Service Tax Registration Certificate;
- vi) Certified Bank Account Statements containing transactions during last Three (03) Years
- vii) The Agency should posses Bank Solvency Certificate for Rs.25 Lakh from the respective Bank.
- viii) Documentary proof from the concerned Manpower Provider Agency where the manpower;(*Jr. Accountant, DEO, Assistant, Steno, Life Guards, LDC, Physiotherapist, Nursing Assistant, Masseur, Electrician, Carpenter, Gym Trainer, Yoga Instructor, Bearer, Plumber, Groundsman & Attendant etc.*) is provided by the firm should have at least three (03) Years experience in providing skilled, semi-skilled manpower to the Government Department, Public Sector Companies Banks etc.

Read, understood & agreed