



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5189115
Dated/दिनांक : 22-07-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	12-08-2024 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	12-08-2024 12:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Youth Affairs And Sports
Department Name/विभाग का नाम	Department Of Sports
Organisation Name/संगठन का नाम	Sports Authority Of India (sai)
Office Name/कार्यालय का नाम	Eastern Centre Kolkata
Item Category/मद केटेगरी	Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard
Contract Period/अनुबंध अवधि	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	54 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

Bid Details/बिड विवरण

Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	272240

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	14

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Executive Director
Sports Authority of India, Netaji Subhas Eastern Centre, Salt Lake City, Sector III, Kolkata 700106
(Sai Public Account)

Splitting/विभाजन

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

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

The Bidder should have executed at least X No. projects with contract value not less than (Rs) yy for eachcontract of providing manpower services to Central/ State Government Departments/ Public SectorUndertakings/ Autonomous Bodies in last N financial years:2 projects, 68 lacs min value, 3 years

The Bidder should have executed at least X No. projects with supply of xx..no. of manpower in eachcontract of providing manpower services to Central/ State Government Departments/ Public SectorUndertakings/ Autonomous Bodies in last N financial years:3, 54 lacs, 2 years

Geographic Presence: Office registration certificate:West Bengal

In case, the buyer wants to retain some of the existing resources then buyer is needed to upload the list of resources along with the quantity of each type or resource to be continued by the successful bidder/service provider under the new contract as per the T&C of new contract concluded on the basis of this bid along with approval of Competent Authority.:[1721626097.pdf](https://www.sai.gov.in/links/1721626097.pdf)

Scope Of Work For the Service:[1721626106.pdf](https://www.sai.gov.in/links/1721626106.pdf)

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
29-07-2024 12:00:00	SAI NSEC Kolkata is inviting you to a scheduled Zoom meeting. Topic: Pre Bid meeting for hiring of Security Manpower Services at SAI NSEC Kolkata Time: Jul 29, 2024 12:00 India Join Zoom Meeting https://us02web.zoom.us/j/85091133773? pwd=NabnqUat2bdTCW6lCKmhvhxwtKvQFh.1 Meeting ID: 850 9113 3773 Passcode: 12345

Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard (35)**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
Core	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential
Category of Profile	Unarmed Security Guard
Category of Skills	Skilled
Gender	Male
Duty Hours in a day	8
Qualification	High School
Ex Servicemen	Optional
Age Limit	Up to60 years
Years of Experience	0 - 3 years

Specification	Values
Additional Requirements for the Security Personnel	Driver's License
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Debasish Samanta	700106,NETAJI SUBHAS EASTERN CENTRE SALT LAKE CITY SECTOR 3 KOLKATA	35	<ul style="list-style-type: none"> • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12 • Basic Pay (Minimum daily wage) : 948 • Provident Fund (INR per day) : 75 • EDLI (INR per day) : 0 • ESI (INR per day) : 0 • EPF Admin charge (INR per day) : 0 • Bonus (INR per day) : 0 • Optional Allowance 1 (in Rupees) : 0 • Optional Allowance 2 (in Rupees) : 0 • Optional Allowance 3 (in Rupees) : 0

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

1. Generic

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

2. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. **Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

4. **Purchase Preference (Centre)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

5. **Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. **DOCUMENTARY EVIDENCE TO BE SUBMITTED.**

6. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

7. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

8. **Payment**

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

9. **Purchase Preference (State)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs from the State of Bid Inviting Authority having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry / State of Bid inviting authority. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15 % of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25 percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent

application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

10. **Past Project Experience**

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

11. **Forms of EMD and PBG**

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

SAI Public Account
payable at
Kolkata

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

12. **Forms of EMD and PBG**

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

13. **Forms of EMD and PBG**

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

SAI Public Account
payable at
Kolkata

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

14. **Forms of EMD and PBG**

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

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

15. **Buyer Added Bid Specific ATC**

SECTION - II QUALIFICATION CRITERIA - (A)

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 incorporation/ registration issued relevant authority in India.
2.	Bidder must have annual average turnover of Rs.40.00 Lakh in Security service for the last three financial years 2021-22, 2022-23 & 2023-24. (If accounts/audit for the year 2023-24 is not finalized, then 2020-21, 2021-22 & 2022-23 should be submitted) Balance Sheet & Profit & loss account for the last three financial years should be submitted.	Chartered Accountant Certificate that provides the information explicitly as per the criteria. Chartered Accountant Certificate is mandatory. Providing Balance Sheet or Financial Statements is not sufficient for this requirement. The certificate shall clearly indicate the turnover was from Security service, failing which the turnover may not be considered for evaluation.
3.	The bidder must have the completed satisfactorily providing Security services in the last three years to government departments/ autonomous bodies/ PSUs as follows:- (a) One similar work each of value not less than the amount equal to Rs.75 lakh Or b) Two similar works each of value not less than the amount equal to Rs.50 lakh Or (c) Three similar works each of value not less than the amount equal to Rs.35 lakh	The requisite order (s) along with satisfactory completion certificates issued by relevant authority not less than the rank of Section Officer/equivalent level officer
4.	The office of the service provider should be located in the State of the consignee i.e. West Bengal for the last three years from the last date of submission of the bid.	Documentary evidence such as registration under West Bengal Shops and Establishments Act, 1963 must be submitted.
5.	ITR for the three financial Years 2021-22, 2022-23 & 2023-24	Relevant Documents be enclosed.
6.	The bidder should not have been debarred/ any state/ central government /PSUs	Enclose blacklisting declaration in the format given in Section-II (G)

7.	The bidder should have a valid GST No. or should have registered under GST.	Enclose copy of GST Registration certificate.
8.	The bidder should have a EPF Registration	Relevant Documents be enclosed.
9.	The bidder should have a ESIC Registration	The relevant Documents be enclosed.
10.	The bidder should have a PAN No.	The relevant Documents be enclosed.
11.	Valid registration certificate with labor department under contract labor (Regulation and Abolition) Act, 1970	The relevant Documents be enclosed.
12.	Proof of valid license under Private Security Agencies (Regulation) Act, 2005	The relevant Documents be enclosed.
13.	The bidder must have ISO 9001 certification for providing security service.	The relevant Documents be enclosed.
14.	Integrity Pact declaration on Rs. 100/- Stamp Paper.	Proof of relevant document to be attached
15.	Bank Solvency Certificate	The solvency certificate should be submitted minimum Rs.60.00 lakh from Bank and not older than three months from the date of closing of bid
16.	Undertaking regarding acceptance of all terms and conditions of the bid and also added terms and conditions	Undertaking or Declaration on Authorized letter head duly signed & stamped by Company Head.

16. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

17. **Buyer Added Bid Specific SLA**

File Attachment [Click here to view the file.](#)

18. **Buyer Added Bid Specific SLA**

Text Clause(s)

SERVICE LEVEL AGREEMENT

1. Authority reserves the right to accept or reject any of 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. The Contract shall be awarded to the responsive Bidder(s) who is overall lowest after Considering the price quoted for all the requisite manpower in the tender (with quantity for each item as per estimated drawal mentioned in PART- 2 - Schedule of Requirements) and who meets the laid down Qualification Criteria in the Bid documents. In case, the two or more firms offer the same rates, successful bidders will be the one whose turnover is higher than the other competitor(s).

4. The bidder must quote the rates for all the items and in case the rate for any of the item(s) is not quoted, such bids will not be considered for evaluation and will be treated as unresponsive.

5. The contract will be for a period of two years commencing from the date mentioned in the contract. However, the Agreement is terminable by giving 30 days' notice in writing by SAI to the contractor.

6. If even after award of contract, information/facts submitted by the bidders are found misleading/incorrect/false etc., the Executive Director, Sports Authority of India, Kolkata reserves the right to terminate the contract.

7. Salary quoted in Requisition List of desired manpower should not be higher than the CVC guidelines subject to applicable laws of the land.

8. The Quantity of Manpower required as mentioned in Requisition List is a tentative quantity given for price estimation purpose, the actual demand for quantities may vary as per the consumption.

9. Supplier should be supplying the requisite manpower mentioned in the bid document.

10. Manpower deployed may be rejected if the performance of the supplied manpower is not found satisfactory.

11. In case of any dispute between the successful bidder and its employee, Sports Authority of India, NSEC Kolkata will have no responsibility and shall not be responsible for any compensation in any form to such employee to any of such employees during the currency of and/or after the expiry of this agreement.

12. The successful bidder will have to provide necessary office manpower to Sports Authority of India, NSEC, Kolkata as per items and Rate as given in Requisition List of Financial Bid document to this Bid document.

13. In case of supplied manpower, if found same are not fit for employment, a deduction of up to 10% of gross monthly bill amount of respective month (First Default - 5%; Second default - 7.5%; Third default and afterwards - 10%) will be made as penalty or as decided by the Executive Director, Sports Authority of India, NSEC Kolkata.

14. Repeated failure to abide by the contractual obligation may result in forfeiture of part or whole of Security Money and even termination of the contract. All requisite manpower to be deployed as per the supply order.

15. The successful bidder will ensure compliance with all the relevant provisions of the Laws /terms of the contract.

16. The successful bidder will submit a bill in duplicate along with challans separately to the Executive Director, Sports Authority of India, NSEC Kolkata for payment. The payment will be made after verification of items supplied as per indent. Tax at sources shall be deducted as admissible and payment will be made accordingly by A/C Payee cheque or to be transferred to his/her account through electronic system.

17. That the successful bidder shall not do anything inside or outside the premises, which may create a nuisance or any cause of annoyance to the neighbor, to the Executive Director, and or to the visitors and Sports persons living/visiting the premises.

18. The successful bidder shall be responsible for ensuring the safety of the Sports Authority of India, NSEC Kolkata. In case of any injury to any Sports Authority of India, NSEC Kolkata, persons or damages caused to the property of SAI NSEC Kolkata as result of this contract activities, the successful bidder shall be solely responsible to pay compensation for such injury and/ or damages as may be required under the law. In case of any court case or challan by the police or any local authority or any other party competent to take such action, the successful bidder shall be sole responsible for defending the cases before the court of law and

d/or ensuring compliance with the summons / challan served in this behalf.

19. These are only proposed drafts, terms & conditions and can be modified/changed or added at the time of finalization and signing the agreement.

20. Conditional/Incomplete/offers not conforming to bid document will be rejected.

21. Any violation of instructions / agreement or suppression of facts will attract cancellation of agreement without any reference.

22. In case the SAI suspects or finds any work is entrusted to any sub-contractor on piecemeal basis or on regular terms, the SAI reserves the right to terminate the contract without assigning any reasons.

23. If the contractor is a partnership of two or more persons all such persons shall be jointly and severally liable to the Department for the fulfillment of the terms of contract.

24. The Contractor will be held wholly responsible for any action taken by statutory bodies for violation / non-compliance of any such provision/rule.

25. Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause which is beneficial to the SAI will be considered applicable at the time of any dispute / following any statutory rules.

29. Indemnity and Liability: The vendor shall indemnify SAI NSEC Kolkata against all actions, suits, claims, and demands brought or made against SAI NSEC Kolkata in respect of anything done or committed to be done by the vendor or its agents in the execution of or in connection with the work of this contract and against any loss or damage to SAI NSEC Kolkata in consequence to any action or suit being brought against the vendor for anything done or committed to be done in the execution of this contract. If any suit/action is brought against SAI NSEC Kolkata, it shall be filed within the local limits of SAI NSEC Kolkata only.

30. Limitation of Liability: Notwithstanding anything contained in the contract, First Party agrees that the Second Party shall not be liable to the First Party, for any losses, claims, damages, liabilities, cost or expenses ("Losses") of any nature whatsoever, for an aggregate amount in excess of the fee paid under the contract for the services provided under the contract, except where such Losses are finally judicially determined to have arisen primarily from fraud or bad faith of the service provider. In no event shall the

service provider, be liable for any consequential (including loss of profit and loss of data), special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to the services provided pursuant to this Contract.

26. Disclaimer: The near relatives of SAI are prohibited from participation in this tender. The near relatives for these purposes are defined as:

a) Member of a Hindu Undivided Family;

b) Their Spouse;

c) The one is related to the other in the manner as a father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

31. If a dispute or difference of any kind shall arise between the SAI and the Contractor in connection with or relating to the Contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

32. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the SAI or the Contractor may give notice to the other party of its intention to commence arbitration, as the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between SAI the Contractor relating to any matter arising out of or connected with the Contract, such dispute or difference shall be referred to the sole arbitration, appointed to be the arbitrator by the Director General. The award of the arbitrator will be final and binding on the parties to the Contract.

33. Venue of Arbitration: The venue of arbitration shall be the place from where the Contract has been issued.

34. The Court of Judicature at Kolkata will have the exclusive jurisdiction to try the disputes.

35. The Contract shall be governed by and interpreted in accordance with laws of India for the time being in force.

36. Blacklisting/ Debarment of firm may be invoked in consonance to the Ministry of Finance guidelines issued vide Office Memorandum No. F.1/20/2018-PPD dated 2nd November, 2021. The Debarment of a firm shall be passed by a Ministry/Department/Organization, keeping in view the following:

□ Firms will be debarred, if it is determined that the bidder has breached the code of integrity as per Rule 175 of GFRs 2017. A bidder or any of its successors may be debarred from participating in any procurement process for a period not exceeding two years.

□ A bidder can also be debarred for any action or omissions by the bidder other than violation of code of integrity, which in the opinion of the Ministry/Department, warrants debarment for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide "Bid Security Declaration etc.

□ It shall not be circulated to other Ministries/Departments. It will only be applicable to all the attached/subordinate offices, autonomous bodies, Central Public Sector Undertakings etc. of the Ministry/Department issuing the debarment Order.

□ The concerned Ministry/Department before issuing the debarment order against a firm must ensure that reasonable opportunity has been given to the concerned firm to represent against such debarment. (including personal hearing, if requested by firm).

□ Secretary of Ministry/Department may nominate an officer at the rank of Joint Secretary/Additional Secretary as competent authority to debar the firm.

□ Ministry/Department that issued the order for revocation of debarment before the period of debarment is over, if there is adequate justification for the same. Ordinarily, the revocation of the Order before expiry of debarred period should be done with the approval of Secretary of concerned Ministry/Department.

□ The Ministry/Department will maintain list of debarred firms, which will also be displayed on its website.

□ Debarment is an executive function and should not be allocated to Vigilance Department. It should also be clearly mentioned that successor, sister, holding or subsidiary firm to the blacklisted firm by any government agency will not be allowed to participate for the bidding process.

19. **Buyer Added Bid Specific Scope Of Work(SOW)**

Text Clause(s)

SUPPLY OF SECURITY MANPOWER AT SPORTS AUTHORITY OF INDIA, NETAJI SUBHAS EASTERN CENTRE, SALT LAKE CITY, SECTOR - III, KOLKATA, WEST BENGAL - 700 106.

SCOPE OF WORK

1. To provide security manpower at Sports Authority of India (SAI), NSEC Kolkata.
2. To arrange for the supply of security manpower as required at the site by the contractor at his own cost.
3. In the case of failure to supply, short supply, or sub-standard supply 'risk purchase' will be made by the organization out of the Security Deposit of the said Contractor (this includes the difference tender rate and risk purchase plus incidental charges).
4. It will be the responsibility of the supplier/bidder to ensure that the manpower supplied are of good and standard academic qualification and free from any deficiency. The decision of the SAI NSEC shall be final as to the quantity of manpower to be deployed and shall be binding upon the successful bidder. Any manpower deployed that fails conformity Specification or qualification will be rejected out rightly and it shall be replaced immediately at the risk and cost of the supplier.
5. **The Quantity mentioned in the Requisition List is a tentative quantity given for price estimation purposes, the actual demand for quantities may vary as per t**

he need basis.

6. Delivery Period. The Contractor must be able to deploy the requisite security manpower at very short notice as and when required. The new requisition deployed by the contractors should be as per the qualification and terms of employment. Failure, to abide by the contractual obligation will lead to the cancellation of the contract and forfeiture of the earnest deposit.

7. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.

b. Execution certificate by client with contract value.

c. Any other document in support of contract execution like Third Party Inspection release note, etc.

d. Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

8. OTHER TERMS & CONDITIONS

a. All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated in the bid document.

b. The persons supplied by the agency/service provider should not have any police records/criminal cases pending against them. The agency/service provider should make adequate due-diligences about the character and antecedents of the person whom they are recommending. The agency/service provider should also ensure that the personnel deployed are medically fit & Certificate of their medical fitness is to be provided when called for.

c. The agency/service provider shall withdraw/replace such security guards who are not found suitable by the security for any reasons immediately, if such request is made.

d. The agency/service provider shall engage such number of required security guards as required from time to time. The said security guards engaged by the agency/service provider shall be the security guards of the agency/service provider and it shall be agency/service provider's duty to pay salary and other dues as applicable every month. There is no master & servant relationship and further that the said person of the service provider shall not have any claim for absorption in SAI.

e. The security guards to be provided by the agency/service provider may have to work at anywhere within the jurisdiction of SAI NSEC Kolkata campus.

f. The agency/service provider's personnel shall not claim any benefit/ compensation/absorption/regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.

g. The agency/service provider's personnel shall not divulge or disclose to any person, any details of security, operational processes, technical know-how, security arrangements and

administrative/organizational matters as most are of confidential/ secret nature.

- h. The agency/service provider's personnel working should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of security.
- i. The agency/service provider shall ensure proper conduct of his personnel in security premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
- j. The agency/service provider shall be responsible for any act of indiscipline on the part of persons deployed by it.
- k. That the persons deputed shall not be below the age of 18 (eighteen) years.
- l. The agency/service provider has to provide photo identity cards to the persons employed by it for carrying out the works under Rule 76 of the Contract Labour (Regulation & Abolition) Act 1970.
- m. The agency/service provider shall provide suitable uniforms consisting of Shoes, Dress, Sweater, Cap, Torch, Emergency Light and other necessary items to all security guards. Such Security guards without complete uniform will be treated as absent.
- n. Working hours would be normally 8 hours per day per person on shifting basis: Morning Shift(from 6:30 AM to 2:00 PM), Evening Shift(from 2:00 PM to 10:00 PM) and Night Shift(from 10:00 PM to 6:00 AM) (including relievers) for every day of the week.
- o. That the agency/service provider will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of the statutory obligation under all related legislations as applicable to it from time to time including Minimum Wages Act, Employment Provident Fund etc. And SAI will not incur any liability for any expenditure whatsoever on the persons employed by the agency on account of the obligation. The agency will be required to provide particulars of EPF of its security guards engaged under it with its bills when so over raised.
- p. That the agency/service provider must ensure that the wages of their deployed staff are released within 7 (seven) days of the following month, irrespective of receipt of payment from SAI NSEC Kolkata.
- q. The agency/service provider shall pay wages as decided by SAI NSEC Kolkata from time to time to all deployed staff depending on their performance and experience in consonance with CLC wage description. The agency/service provider shall issue salary slip to all deployed staff on monthly basis accordingly.
- r. No wage/remuneration will be paid to any staff for the days of absence from duty. This applies when there is no leave balance in account of the employee.
- s. The agency/service provider shall provide suitable replacement of any person leaving the job at the earliest at no extra cost.
- t. In case of leave of the security guards of agency/service provider, their applications should firstly be forwarded by the agency/service provider and then it will be considered suitably by the competent authority of SAI NSEC Kolkata.

- u. There will be penalty upon personnel of the agency/service provider for availing any unauthorized leave (ie. leave without proper advance information) which will be equivalent to 1 (one) day salary of the concerned personnel of the agency/service provider.
- v. SAI NSEC Kolkata will not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the agency/service provider.
- w. That the agency/service provider on its part and through its own resources shall ensure that the goods, materials and equipment etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff. If SAI NSEC Kolkata suffer any loss or damage on account of negligence, default or theft on the part of the security guards/agents of the agency, then the agency/service provider shall be liable to compensate for the same. The agency/service provider shall keep fully indemnified against any such loss or damage.
- x. SAI NSEC Kolkata will maintain an attendance register in respect of the staff deployed by the agency/service provider on the basis of which wages/remuneration will be decided in respect of the outsourced staff at the approved rates.
- y. The agency/service provider shall conduct minimum one times per month, a physical inspection of their staff and countersign the attendance register at SAI NSEC Kolkata or any branch where manpower is provided.
- z. No part of the contract nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the agency/service provider directly or indirectly to any person, firm or whosoever.
- aa. Either party can terminate the agreement by giving 1 (one) month notice in advance. If the agency fails to give 1 (one) month notice in writing for termination of the agreement, the Performance Bank Guarantee (PBG) will be forfeited.
- bb. That on the expiry of the agreement, unless extended formally, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues.
- cc. In the event of any dispute arising touching any of the clauses of the agreement, the matter will be referred to the competent authority of SAI NSEC Kolkata, whose decision shall be binding on both the parties.
- dd. The personnel of the agency/service provider shall not join any labour union or resort to strikes or demonstrations or any other agitation of this nature. The personnel shall neither directly or indirectly join nor assist any commotion of civil nature and they will render their sincere services during any kind of natural calamities to their best extent. The personnel must not in any way act against interest of SAI NSEC Kolkata.
- ee. The Contract shall be interpreted and have effect in accordance with the law of India and any suit or other proceeding relating to this contract lies within the jurisdiction of High Court of Calcutta.

I have read and understood all the Terms & Conditions of the Tender and hereby und

ertake to abide by same.

Authorized Signature

Name & Address of the firm with seal

20. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

Disclaimer/अस्वीकरण

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

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

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

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditons stipulated in Bid and

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

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

---Thank You/धन्यवाद---