



**e-Bidding Document for Procurement
of Manpower Service for SAI RGSAG
Centre, Mayiladuthurai,
Tamilnadu – 609 001**

at

**Sports Authority of India
Rajiv Gandhi Special Area Games Centre,
Mayiladuthurai, Tamilnadu – 609 001**

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Bid Reference No. SAI/RGSAG/Myl/ E. Tender - Manpower/2019-20 Dated :17.06.2019

DISCLAIMER

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

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

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

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SECTION I
INVITATION FOR BID (IFB)

- 1 Sports Authority of India, RGSAG Centre, Mayiladuthurai, Tamilnadu-609001 (SAI/Purchaser), for and on behalf of the Competent Authority, Sports Authority of India, invites online bids (**manual bids shall not be accepted**) in single stage on two bid system for procurement of following service mentioned below:-

Bid Reference No. SAI/RGSAG/Myl/ E. Tender - Manpower/2019-20 Dated :17.06.2019	
Brief Description of Service	Amount of Bid Security
Procurement of Manpower Service for Sports Authority of India, RGSAG Centre, Mayiladuthurai, Tamilnadu-609001	Rs. 90,000/- (Rupees Ninety Thousand only)

Scanned copy of Bid Security is to be uploaded online and Hard copy of the same must be sent to the Centre -in - Incharge, ports Authority of India, RGSAG Centre, Mayiladuthurai, Tamilnadu-609001 on or before Bid Submission Date & Time as mentioned in Critical Date Sheet.

CRITICAL DATE SHEET

Publication of the Tender Document	17.06.2019 at 04:00 PM
Downloading of Bid Document Start Date	17.06.2019 at 05:00 PM
Downloading of Bid Document End Date	08.07.2019 at 01:30 PM
Bid Submission Start Date	25.06.2019 at 10:00 AM
Bid Submission End Date	08.07.2019 at 02:30 PM
Clarification Start Date	21.06.2019 at 11:30 AM
Clarification End Date	24.06.2019 at 17:00 PM
Bid Opening Date	09.07.2019 at 03:30 PM

2. Bidder may also download the Bidding Documents from the web site- www.sportsauthorityofindia.nic.in, www.lncpe.gov.in & CPP Portal of Govt. of India i.e. <http://eprocure.gov.in/eprocure/app> Bidders shall ensure that their Bids, complete in all respect should be uploaded online before the closing date and time as indicated in the critical date sheet above on CPP Portal <http://eprocure.gov.in/eprocure/app>.
3. Bids shall be submitted online only at CPP website: <http://eprocure.gov.in/eprocure/app> Tenderers/Bidders are advised to follow the instructions provided in the **Instructions to the Bidder** for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>
4. Tenderer who has downloaded the tender from the Central Public Procurement Portal (CPP) website <http://eprocure.gov.in/eprocure/app> and SAI website www.sportsauthorityofindia.nic.in shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with SAI.

5. Intending tenderers are advised to visit Again CPP website <http://eprocure.gov.in/eprocure/app> and SAI website www.sportsauthorityofindia.nic.in at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.
6. **Manual bid will not be accepted.**

**THE CENTRE INCHARGE,
RAJIV GANDHI SPECIAL AREA GAMES CENTRE,
MAYILADUTHURAI, TAMILNADU – 609 001.**

SECTION II - A
INSTRUCTIONS TO BIDDERS (ITB)
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SECTION – II (A)
INSTRUCTIONS TO BIDDERS (ITB)
(a) PREAMBLE

1. Definitions and Abbreviations

i) The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

ii) Definitions:

- a. **“SAI”** means the organization purchasing services as incorporated in the Tender Enquiry documents i.e,
- b. **“Tender”** means bids/quotations/Tender received from a Firm/ Bidder.
- c. **“Bidder”** means bidder/the individual or firm submitting bids/Quotations/Tender.
- d. **“Service Provider/Contractor”** means the individuals or the firm providing services as incorporated in the contract.
- e. **“Services”** means the services as incorporated in the scope of work
- f. **“Earnest Money Deposit”** (EMD) means Bid Security/monetary or financial guarantee to be furnished by a bidder along with its tender.
- g. **“Contract”** means the written agreement entered into between the purchaser and Service Provider, together with all the documents mentioned therein and including all attachments, annexure etc., therein.
- h. **“Performance Security”** means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- i. **“Inspection”** means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- j. **“Day”** means calendar day.

iii) Abbreviation:-

- a. **“TE Document”** means Tender Enquiry Document
- b. **“NIT”** means Notice Inviting Tenders
- c. **“ITB”** means Instruction to Tenders
- d. **“GCC”** means General Conditions of Contract
- e. **“SCC”** means Special Conditions of Contract
- f. **“NSIC”** means National Small Industries Corporation
- g. **“BG”** means Bank Guarantee
- h. **“GST”** means Goods & Services Tax
- i. **“RT”** means Re-Tender

2. Introduction

This bid document is for procurement of service as mentioned in **Section -V “Scope of Work”**.

This Section (**Section II**) provides relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the Purchaser for receipt and opening of bids as well as scrutiny and evaluation of bids and subsequent placement of contract.

Before formulating the bid and submitting the same to the Purchaser, the bidder should read and examine all the terms and conditions, instructions, specifications etc. contained in the bid document. Failure to provide and/or comply with the required information, instructions etc. incorporated in this bid document, may result in rejection of the bid.

3 Language of Bid

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

4 Tendering Expenses

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

5 Local Conditions

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

(b) BIDDING DOCUMENTS

6 Content of Bidding Documents

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

Section II	Instructions to Bidders (ITB)
Section II (B)	Instructions for Online Submission of Bids.
Section III	Qualification Criteria & Performance Statement
Section IV	Bidding Forms
Section V	Scope of Work
Section VI	General Conditions of Contract
Section VII	Contract Forms

7 Amendment(s) to Bid Documents

At any time prior to the deadline for submission of bid, the Purchaser may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid document by issuing suitable amendment(s) to it.

Such an amendment to the bid document will be uploaded on SAI website: www.sportsauthorityofindia.nic.in and Central Public Procurement (CPP) Portal of Government of India i.e. www.eprocure.gov.in only.

Prospective bidders are advised in their own interest to visit website of Sports Authority of India (SAI) and CPP Portal for any amendment etc. before submitting their bids.

In order to afford prospective bidders reasonable time to take into account the amendments in preparing their bids, SAI may, at its discretion, suitably extend the dead line for submission of bids.

8 Modifications/withdrawal of bids

The bidder, after submitting the bid, is permitted to submit alterations/modifications to the bid, so long such alterations/ modifications are received duly sealed and marked like original bid, up-to the date and time of submission of bid. Any amendment/modification submitted after the prescribed date and time of receipt of bids is not to be considered.

The bidder may modify or withdraw his bid after submission, provided that a written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

9 Clarification of Bid Documents

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

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

10 Bid format

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

(c) PREPARATION OF BIDS

11 Documents comprising the bid

The bid prepared by the Bidder shall comprise the components detailed in Clause 12 & 13 of ITB (Technical and Financial Bid). The Bids not conforming to the requirements as stated in the said clauses shall be summarily rejected. SAI's decision in this regard shall be final, conclusive and binding on all the Bidder(s).

12 Technical Bid:

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

- a) **Bid Security:** Bid Security is to be furnished in accordance with clause 17 of ITB and bid submission as per- form at **Section-IV (A)**. Alternatively, documentary evidence for claiming exemption, if any, from payment of Earnest Money.
- b) Self-attested ID proof, address proof, Pan Card and a recent passport size colored photograph of authorized representative.
- c) Certificate of Incorporation, Articles and Memorandum of Association in case of companies/Partnership Deed and Registration of Partnership Firm in case of Firms/Any document proving ownership of proprietary firm.
- d) Documents mentioned in the qualification criteria as per **Section III (A)**.
- e) Performance Statement as performa in **Section III-C**.
- f) National Electronic Fund Transfer (NEFT Form) as per **Section IV- (E)** for payment in Indian Rupee.
- g) Work completion certificate as performa in **Section-VII-D**
- h) Certificate of Chartered Accountant showing annual turnover of **Rs. 15 Lakh (Rupees Fifteen Lakhs only)** for the last three financial years 2015-16, 2016-17 & 2017-18/2014-15 for providing manpower service. Copies of Balance Sheet, Profit and Loss Account statement etc need not be enclosed.
- i) Income Tax returns filed for the three Assessment years 2016-17, 2017-18 & 2018-19.
- j) Goods & Services Tax Registration Certificate.
- k) Valid PAN.
- l) Employee State Insurance Corporation Registration Certificate
- m) Employee Provident Fund Registration Certificate
- n) Valid registration certificate with labor department under contract labor (Regulation and Abolition) Act, 1970
- o) Undertaking by the bidder confirming availability of manpower of requisite experience.
- p) License Valid license issued by Regional Labour Commissioner, under Contract Labour Act or any other Act/Rule.
- q) Registration No. and Certificates for Shops & Establishment Act of the respective state, if applicable.
- r) The bidder should not be debarred/blacklisted during the last three financial years. (Undertaking thereof)

Note:-

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

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

iv) *The Technical bid shall not include any financial information. Such a bid shall be summarily rejected.*

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

The Bidder shall quote for all the components of items specified in the price schedule provided under Section IV (C) with details of the cost per persons required as per Annexure A of Section IV (C). All the columns shown in the price schedule should be filled up as required.

The authorized signatory of the bidder must sign the bid, duly stamped at appropriate places with initial on all the remaining pages of the bid. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, SAI may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages

No condition shall be attached to the Financial Bid. Conditional bids shall be summarily rejected.

It is the responsibility of Bidder to go through the Bidding Document before offering rates as per price schedule.

The bid of a bidder, who does not fulfill any of the above requirements and /or gives evasive information /reply against any such requirement, shall be liable to be ignored and rejected.

14 Firm Price

The Service charge quoted by the Bidder shall remain firm and fixed during the currency of the contract.

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

Any other tax (s) (except GST) if applicable in respect of this contract shall be payable by the bidder and SAI will not entertain any claim whatsoever in respect of the same. However, in respect of GST, if payable, same shall be paid by the bidder to the concerned department on demand and it will be reimbursed to him by the SAI after satisfying that it has been actually and genuinely paid by the bidder.

15 Alternative Bids are not allowed.

16 Documents establishing bidder's eligibility and qualifications

The bidder shall furnish, as part of its bid, relevant details and documents establishing its qualifications as stipulated in Section III of Tender Document to perform the contract.

17 Bid Security/Earnest Money Deposit (EMD)

The bidder shall furnish Bid Security for an amount of **Rs. 90,000/- (Rupees Ninety thousand only)**. The Bid Security is required to protect the Purchaser against the risk of the bidder's unwarranted conduct as explained under sub-clause 17.7 below. Non submission of Bid Security will be considered as major deviation and bid will not be considered

In case, as per notification of Government of India, the bidder falls in the category of exemption of Bid Security, it should furnish the relevant notification along with required documents like valid Registration Certificate etc.

The Bid Security shall be furnished in one of the following forms:

- a) Account Payee Demand Draft
- b) Fixed Deposit Receipt
- c) Banker's cheque / Pay order
- d) Bank Guarantee from any of the commercial banks (as per the format at **Section IV-D)**

The Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee shall be drawn on any Commercial Bank in India, in favour of the **"The Incharge, Sports Authority of India"**, payable at **Mayiladuthurai**. In case of Bank Guarantee, the same is to be obtained from any commercial bank in India as per the format specified under **Section IV (D)** of the Bid Document.

The envelope of having original EMD should reach to the Centre in-Charge, Sports Authority of India, RGSAG Centre, Mayiladuthurai, Tamilnadu-609001 on or before last date & time of submission of bid .

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

Unsuccessful bidders' Bid Security will be returned to them without any interest, after expiry of the bid validity period, but not later than thirty days after conclusion of the resultant contract. Successful bidder's bid security will be returned without any interest, after receipt of Performance Security from him as called for in the contract.

Earnest Money is required to protect the SAI against the risk of the bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the SAI. The successful bidder's earnest money will be forfeited without prejudice to other rights of SAI if it fails to furnish the required performance security within the specified period.

If successful bidder fails to furnish the required Performance Security and sign the contract / agreement within the period as specified by SAI in the Letter of Award (LoA), its Bid Security/EMD will be forfeited.

18 Bid Validity

The bid shall remain valid for acceptance for a period of 180 days after the date of bid opening, prescribed in the bid document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.

In exceptional circumstances, Purchaser may request the bidders' consent to extend the validity of their bids up to a specified period. The bidders, who agree to extend the bid validity period are to extend the same in writing. However, they will not be permitted to modify their original bids during the extended bid validity period.

In case, the day up to which the bids are to remain valid falls on a holiday or on a day declared as holiday or closed day for the Purchaser, the bid validity shall automatically be extended up to the next working day.

19 Signing of bids

The bidders shall submit their bids as per the instruction contained in ITB.

The bid shall be duly signed at the appropriate places as indicated in the bid document and also in all other pages of the bid. The bid shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the person signing the bid shall initial the same. The letter of authorization shall be in the format placed at Section-IV E, which shall also be furnished along with the bid.

The tender shall either be typed or written in legible/ indelible ink and the same shall be signed by the bidder or by a person (s) who has been duly authorized to bind the bidder to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the bid.

(D) SUBMISSION OF BIDS

20 Submission of Bids

Bids should be submitted on line as per the instructions given for online submission under Section II (B).

Bids must be received by the Purchaser not later than the date and time prescribed in the bid document.

SAI, at his discretion, may extend the deadline for submission of bids by amending the bid document in accordance with clause 7 of **ITB**. In that case, all rights and obligations of the Purchaser and the bidders would automatically stand extended.

Submission of more than one bid by the same bidder shall entail him for disqualification from participating in the bid process.

(E) BID OPENING

21 Opening of Bids

The SAI will open the bids at the specified date, time and place as indicated in the IFB in **Section-I**. If due to administrative reasons the venue / date/ time of bid opening are changed, it will be uploaded on CPP Portal and on the SAI's website.

In case the specified date of bid opening falls on a holiday or is subsequently declared a holiday or closed day for the Purchaser, the bids will be opened at the appointed time and place on the next working day.

Authorized representatives of the bidders, who have submitted bids on time may attend the bid opening provided they bring with them letters of authority from the corresponding bidders. Letter of authority for attending the bid opening meeting should be in the format placed at **Section IV (F)**.

Two – bid system as mentioned in Para 12 above will be as follows:-

Technical Bids will be opened in the first instance, at the prescribed date and time as indicated in **Section –I (IFB)**. These bids shall be scrutinized and evaluated by the Purchaser with reference to parameters prescribed in the Bid Document. During the Technical bid opening, the bid opening official(s) will read the salient features of the bids like brief description of the service offered, Bid Security and any other special features of the bids, as deemed fit by them. Thereafter, in the second stage, the.

Financial Bids of only the technically acceptable bids / offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical Bid.

(f) SCRUTINY AND EVALUATION OF BIDS

22 Basic Principle

Bids will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the bidders in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

23 Scrutiny of Bids

The Purchaser will examine the Bids to determine whether they are complete, whether the documents have been properly signed, stamped and whether the Bids are generally in order.

SAI will determine the responsiveness of each Tender to the TE Document without recourse to extrinsic evidence.

The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.

The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;

- a) Qualification Criteria not enclosed.
- b) Tender is unsigned.
- c) Tender validity is shorter than the required period.
- d) Required EMD (Amount, validity etc.)/exemption documents have not been provided.
- e) Bidder has not agreed to give the required performance security.
- f) Bidder has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
- g) Poor/ unsatisfactory past performance.
- h) Bidder has not quoted for the entire services as specified in the Scope of Work as well as in the Price Schedule.
- i) Bidder has not complied with the requirement of Clauses of ITB.
- j) The Bidder has quoted zero percent service charges.

24 Minor infirmity/irregularity/Non-conformity

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

25 Qualification Criteria

Bids of the Bidders, who do not meet the required Qualification Criteria prescribed in Clause 12 of Section II A read with Section III, will be treated as non - responsive and will not be considered further.

26 Comparison of Bids and Award Criteria.

The contract may be awarded to the **lowest responsive Bidder** who meets the laid down Qualification Criteria and submits the required Bid documents and accept the other terms & conditions. (SELECTION CRITERIA IS GIVEN IN SECTIONN III(b)).

The SAI reserves the right to give the price preference/ purchase preference as per the instruction in vogue while evaluating, comparing and ranking the responsive Bids. The Bidders claiming the same should enclose the concerned Notification of Govt. of India along with other relevant documents so as to establish their claim for such preferences.

27 Contacting the Purchaser

From the time of submission of tender to the time of awarding the contract, if a BIDDER needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.

In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the purchaser.

(g) AWARD OF CONTRACT

28 The Purchaser's Right to accept any tender and to reject any or all tenders

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

29 Notification of Award

The bidder whose bid has been accepted will be notified of the award by the Purchaser prior to the expiry of the bid validity period.

Before expiry of the bid validity period, the Purchaser will notify the successful bidder in writing, by E-mail / speed post that its bid for items, which have been selected by the Purchaser, has been accepted; also briefly indicating there-in, that the essential details like description, quantity of the manpower, and prices have been accepted. The successful bidder must furnish to the Purchaser the required Performance Security within **14 days** from the date of dispatch of this notification, failing which the Bid Security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided under GCC Clause 2 under **Section VI**.

The Letter of Award (LoA) will state the sum that the Purchaser will pay to the successful bidder in consideration of the items to be supplied by him.

The details of award of work and name of the successful bidder shall be mentioned on the CPPP and also in the notice board/bulletin/website of SAI.

Notification of Award shall constitute the conclusion of the Contract.

30 Issue of Contract

Promptly after notification of award, the Purchaser will mail the Contract Agreement as per **Section VII (A)**, duly completed and signed, in duplicate, to the successful bidder by E-mail / speed post.

The successful bidder shall return the original copy of the contract, duly signed and dated, to the Purchaser by registered/ speed post within **15** days from the date of issue of the contract.

31 Variation of quantities at the time of award

The Sports Authority of India, RGSAG Centre, Mayiladuthurai, Tamilnadu-609001 at present, has requirement of as referred to **Section-V- (B)** of Tender Document/Bid; on urgent basis. The requirement of manpower of SAI RGSAG Centre, Mayiladuthurai 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.

32 Annulment of Award

Failure of the successful bidder to comply with the requirement of signing an agreement with the Purchaser and furnishing Performance Security as per **Section VI** shall constitute sufficient ground for annulment of the award and forfeiture of bid security.

33 Termination of Contract

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

34 Disqualification

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

35 Non-receipt of Performance Security and Contract by the Purchaser

Failure of the successful Bidder in providing Performance Security and / or returning contract copy duly signed in terms of ITB shall make the Bidder liable for forfeiture of its bid security and, also, for further actions by the Purchaser against it as per the clause-2 of GCC – Termination of default in Section-VI and other administrative actions as deemed fit by the purchaser

36 Corrupt or fraudulent practices

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

37 Conflict of Interest among bidders/agents

A bidder shall not have conflict of interest with others bidders. Such conflict of interest can lead to anti competitive practices to the detriment of purchaser's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process if;

They have controlling partner (s) in common;

or

They receive or have received any direct or indirect subsidy/financial stake from any of them; or

They have the same legal representative/agent for purposes of this bid; or

They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or

Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assemblies from one bidding manufacturer in more than one bid.

On behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer.

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

This is to certify that I/We before signing this tender I/we have read carefully and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Name) Signature Signed as proprietor/partner/Director who holds power of Attorney on behalf of firm Name of Firm Address

SECTION-II (B)
Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in//eprocure/app>.

A. REGISTRATION

- (i) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in//eprocure/app>) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- (ii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iii) Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- (iv) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/TCS/nCode/ eMudhra etc.), with their profile.
- (v) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- (vi) Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

B. SEARCHING FOR TENDER DOCUMENTS

- (i) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- (ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

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

C. PREPARATION OF BIDS

- (i) Bidder should take into account corrigendum published on the tender document before submitting their bids.
- (ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- (iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

D. SUBMISSION OF BIDS

- (i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (ii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (iii) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- (iv) Bidder should prepare the EMD as per the instruction specified in the tender document. The original should be posted/couriered/given in person to the concerned official latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- (v) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- (vi) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (vii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (viii) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.
- (ix) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

E. ASSISTANCE TO BIDDERS

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender.
- (ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The Contract number for the helpdesk is 1800 3072 2232. Foreign bidder can get help at +91-7878007972, +91-7878007973.

SECTION - III (A)
QUALIFICATION CRITERIA

Bid Reference No. SAI/RGSAG/My/ E. Tender - Manpower/2019-20

Dated: _____

The bidder must satisfy the following eligibility criteria

Sl. No.	Criteria	Documentary Evidence
1.	The bidder must be a company/firm/sole proprietor registered in India from last <u>five</u> years as on the bid submission date.	Enclose copy of certificate of incorporation/registration
2.	Bidder must have annual average turnover of 15 Lakhs (Rupees Fifteen Lakhs only) in last three financial years viz <u>2015-16, 2016-17 & 2017-18/2014-15.</u>	Statutory Auditor's Certificate that provides the information explicitly as per the criteria. Statutory Auditor's Certificate is mandatory. Providing Balance Sheet or
3.	Income Tax Return for the three Assessment years ie. 2016-17, 2017-18 & 2018-19.	The relevant Documents be enclosed.
4.	The bidder must have completed satisfactorily one order of providing Manpower Services of at least 80% of the estimated cost (rounded to nearest Rs. 1 lac). Or At least two orders each of value not less than 60% of estimated cost. Or At least three orders each of value not less than 40% of estimated cost in the last five years to Central/State Government departments/autonomous bodies/PSUs/ reputed private institutions.	The requisite supply order (s) along with satisfactory completion certificates issued by relevant authority not less than the rank of Section Officer. <u>As per Section-VII (D)</u>
5.	The bidders should not have been debarred/blacklisted during the last 3 Years by and state/central government/PSUs/Government Recognized Academies/National Federation/Stadia/Training Centre	Enclose blacklisting declaration in the format given in Section IV (I)
6.	The bidder should have a valid GST No. or should have registered under GST.	Enclose copy of GST registration certificate.
7.	EPF Registration	Relevant Documents be enclosed.
8.	ESIC Registration	The relevant Documents be enclosed.
9.	PAN No.	The relevant Documents be enclosed.

10.	Valid licence issued by Regional Labour Commissioner, under Contract Labour Act or any other Act/Rule.	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.

SECTION - III (B)

EVALUATION CRITERIA

1. Authority reserves the right to accept or reject any or all bids without assigning any reasons.
2. Authority also reserves the right to reject any bid **(including the lowest one)** which in its opinion is not responsive or violating any of the conditions/specifications or which is found to be adopting unethical business practices; without bearing any liability or any loss whatsoever it may cause to the bidder in the process.
3. Technical bids will be evaluated as per qualification criteria given in Section III (Qualification Criteria read with Qualification stipulated in Para 12 of Section II (ITB) of the tender documents.
4. Technical bids of only those bidders who have submitted Bid Security as per terms of NIT will be opened.
5. The successful bidder will be the one who emerges overall **L1** out of responsive bids.
6. Basis of ranking will be the least cost, which would be total payout including all taxes, duties and levies. In case, the two or more firms offer the same rates, successful bidders will be the one whose average turnover during the last three financial years is higher than the other competitor (s).
7. Offers with service charges as 0 value will be treated as unresponsive. Zero percent includes all derivatives of 0 up-to 0.9999.

SECTION - III (C)

PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last three years)

Bid Reference No. : _____

Date of opening : _____

Name and address of the bidder : _____

Name and address of the manufacturer : _____

Order placed by (full address of Purchaser)	Order number and date	Order placed on	Description and quantity of ordered services	Value of order	Date of completion of Contract		Remarks indicating reasons for delay if any	Are the working satisfactorily ?
					As per contract	Actual		
1	2	3	4	5	6	7	8	9

(Signature and seal of the bidder)

Note:

- Purchaser reserves the right to ask the manufacturer as well as the bidder to furnish copies of orders and satisfactory Consignee Certificate(s) in respect of above.*

SECTION-IV (A)
BID SUBMISSION FORM

To
Centre Incharge
Sports Authority of India,
RGSAG Centre,
Mayiladuthurai,
Tamilnadu -609001

Ref. Your Bidding Document No. _____ dated _____

Sir,

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

2. We further confirm that, if our Bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 2, in Section - VI for due performance of the contract.
3. We agree to keep our Bid valid for acceptance for _____ days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.
4. We agree to provide qualified workers as indicated in this RFP.
5. We also agree to submit the bill on monthly basis and accept for making payment to the workers as per the notified by the SAI.
6. We agree to the compliance of applicable Labour & other Laws in force.
7. We agree that all other payments like payment under Workmen Compensation Act etc shall be borne & payable by us.
8. We agree to keep the SAI indemnified of any claim/damages, if any that SAI may have to pay with respect to the service and the deployment of any of our workers for SAI's work.
9. We agree to all terms and conditions of General Conditions of Contract as per Section VI.
10. We further understand that you are not bound to accept the lowest or any Bid you may receive against your above-referred Bid Reference.
11. We confirm that there is no case pending with the police or any other investigating agency (ies) against the proprietor/firm/partner or the company.
12. We confirm that no near relative of ours is an employee in SAI who is connected with the award and executive of the contract.
13. We confirm that we are competent to contract and we do not stand deregistered/banned/blacklisted by any Govt. Authorities.
14. We confirm that we fully agree to the terms and conditions specified in above mentioned Bidding Document, including amendment/ corrigendum if any

[Signature with date, name and designation]

Duly authorized to sign Bid for and on behalf of Messrs _____

[Name & address of the manufacturers]

SECTION – IV (B)
Form for Power of Attorney

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

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

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

For_____

(Signature)

(Name, Title, and Address) Witnesses:

- 1.
- 2.

Accepted (Notarized)

(Signature)

(Name, Title and Address of the Attorney)

Section IV (C)
Price Schedule

Bid Reference No. SAI/ RGSAG/My/ E. Tender - Manpower/2019-20

(B)

S. No	Description of Manpower	Consolidated wages per month per unit (In Rs.)	ESI If applicable as per latest rule	Service Charges		Total (3+4+5)	GST on Total	Grand Total (6+7)
				(5)	(5)			
(1)	(2)	(3)	(4)	Percentage	Amount	(6)	(7)	(8)
1.	Male Warden	Rs.18,164.00						
2.	Lady Warden	Rs.18,164.00						
3.	Multi Tasking Staff (Office & Ground Maintenance)	Rs.16,730.00						
4.	Safaikarmachari	Rs.16,730.00						
5.	Security Guards (Without Arms)	Rs.18968.00						

NOTE:

- 1) The Wages will be revised up words only as and when SAI, Head Office, New Delhi notified.**
- 2) Rates for ESI as applicable shall be quoted.
- 3) Contractor'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.
- 4) All levies/taxes/duty etc other than GST shall be assumed to be mandatorily included in the service charges.
- 5) GST, EPF/ESIC if applicable, shall be reimbursed on production of proof of payment to Government, after exercising all due checks.
- 6) 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. No blanks should be left which would make the bid liable for rejection.
- 7) The qualification and its related document are duly authenticated by the service provider/contractor. In case of any fraud, misrepresentation etc. the contractor can be held liable the penalized for the same.
- 8) Offers with service charges as zero value will be treated as unresponsive. Offers with service charges as 0 values will be treated as unresponsive. Zero percent includes all derivatives of 0 upto 0.9999.**

Bidder Name

Firm Name.....

Firm Address.....

.....

Date

**Signature of the bidder with designation
& firm seal**

SECTION - IV(D)
BANK GUARANTEE FORM FOR BID SECURITY

Where as _____ (hereinafter called the “Bidder”) has submitted its quotation dated _____ for the service of _____ (hereinafter called the “Bid”) against the purchaser’s Bid Reference No. _____

Know all persons by these presents that we _____ of _____ (Hereinafter called the “Bank”) having our registered office at _____ are bound unto

_____ (hereinafter called the “Purchaser) in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____. The conditions of this obligation are:

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

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

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

(Signature of the authorized officer of the Bank)

Name and designation of the officer

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

SECTION - IV (E)
NEFT MANDATE FORM

Bid Reference No. SAI/RGSAG/Myl/ E. Tender - Manpower/2019-20

To
Centre Incharge,
Sports Authority of India,
RGSAG Centre,
Mayiladuthurai,
Tamilnadu -609001

Sub: NEFT PAYMENTS

We refer to the NEFT being set up by SAI. For remittance of our payments using RBI's NEFT scheme, our payments may be made through the above scheme to our under noted account.

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATE FORM

Name of City	
Bank Code No.	
Bank 's name	
Branch Address	
Branch Telephone / Fax no.	
Service Provider Account No.	
Type of Account	
IFSC code for NEFT	
IFSC code for RTGS	
Service Provider name as per Account	
Telephone no. of Service Provider	
Supplier's E-mail ID	

[Signature with date, name and designation]

For and on behalf of Messrs _____

[Name & address of the manufacturers]

Confirmed by Bank

SECTION – IV (F)

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING MEETING

Bid Reference No. SAI/RGSAG/MyI/ E. Tender - Manpower/2019-20

**Subject : Authorization for attending bid opening on----- (date) in the
tender of -----**

Following persons are hereby authorised to attend the bid opening for the tender mentioned above on behalf of----- (bidder) in order of preference given below.

Order of Preference	Name	Specimen Signature
1.		
2.		

Alternate Representative

Signatures of bidder

Or

Officer authorised to sign the bid documents on behalf of the bidder.

Note:

- 1. Maximum of two representatives will be permitted to attend bid opening. In case where it is restricted to one, first preference will be allowed. Alternate representatives will be permitted when regular representative are not able to attend.*
- 2. Permission for entry to the hall where bids are opened may be refused in case authorisation as prescribed above is not furnished.*

SECTION IV (G)

DISCLOSURE OF CONFLICT OF INTEREST

Bid Reference No. SAI/RGSAG/Myl/ E. Tender - Manpower/2019-20

It is hereby disclosed that we have not any conflict of interest with others bidders in terms of conditions stipulated in clause No. 37 of Section II- A of Tender Document. If this disclosure is found wrong later on, we are liable for punitive action as per terms of the agreement.

(Authorized Signatory)

Stamp

SECTION IV (H)
DISCLOSURE OF CODE OF INTEGRITY

Bid Reference No. SAI/RGSAG/Myl/ E. Tender - Manpower/2019-20

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

1. Prohibition of:-
 - a) Making offer either directly or indirectly in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - b) Any omission, or misrepresentation that may mislead or attempt to mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
 - c) Any collusion, bid rigging or anti competitive behavior that may impair the transparency, fairness and the progress of the procurement process.
 - d) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - e) Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.
 - f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - g) Obstruction of any investigation or auditing of a procurement process.
 - h) Making false declaration or providing false information for participation in a tender process or to secure a contract.
2. It is also disclosed that no previous transgressions have been made in respect of the provisions of Sub Clause (i) of Rule 175 of GFR with any entity in any country during the last three year or of being debarred by any other procuring entity.

(Authorized Signatory)

Stamp

SECTION IV (I)

UNDERTAKING

Bid Reference No. SAI/RGSAG/Myl/ E. Tender - Manpower/2019-20

I/ We have read and understood the instructions and the terms and conditions contained in the document.

I/We accordingly accept all terms and conditions of the tender enquiry document including the essential conditions specially incorporated in the tender enquiry like terms of terms of payment, dispute resolution mechanism applicable law.

I/ We confirm that we do not stand deregistered/debarred/banned/blacklisted by any Govt. Authorities.

I/ We do hereby declare that the information furnished/ uploaded is correct to the best of my/our knowledge and belief.

I/We hereby certify that the prices offered by us in this tender is not higher than the prices we had offered to any other Govt. of India Organization (s)/PSU(s) during the last one year and shall provide the justification for reasonableness of our offered price whenever asked during evaluation of our submitted bid.

I/ We also hereby certify that if at any time, information furnished by us is proved to be false or incorrect;

I/ We are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

Date:

(Signature of the bidder) NAME &

ADDRESS OF THE
BIDDER

NOTE: To be submitted on non-judicial stamp paper of Rs. 100/- duly certified by Public Notary

SECTION - V (A)

Scope of Work

The illustrative list of manpower with approximate cost to the office through outsourcing to be engaged by the Sports Authority of India, RGSAG Centre, Mayiladuthurai, Tamilnadu-609001 during the period of contract shall be as under:-

- 1) Manpower provided should be above 18 years and below 60 years of age. Though, retired and experienced Ex. Servicemen may also be considered.
- 2) Individual selected should bring Character Certificates from Gazetted Officers of the Central Government/State Government, and Medical Fitness Certificate from Govt. approved Hospital.
- 3) His/her antecedents should have been got verified by the agency/selected manpower service provider from the Local Police Authorities.
- 4) The qualification requirements, tentative requirement for all categories of the manpower are given Section-V- B. The successful Tenderer shall ensure that the persons deployed to the SAI RGSAG Centre, Mayiladuthurai get the amount subject to statutory deductions, as indicated in price schedule against each category.
- 5) The statutory deductions made from the remuneration of the staff shall be deposited with the respective statutory authorities in their name.
- 6) The persons employed by the Contractor will not indulge in any unlawful or illegal activities which are against the interests of the SAI RGSAG Centre, Mayiladuthurai.
- 7) Replacement of workers as required by the SAI will be effected promptly by the Contractor; if the contractor wishes to replace any of the personnel, the same shall be done after prior consultation with the SAI. The full particulars of the personnel to be deployed by the contractor including the names and address shall be furnished to the SAI along with testimonials before they are actually deployed for the job.
- 8) The Agency/Contractor shall employ staff as per the criteria decided by SAI RGSAG Centre, Mayiladuthurai.
- 9) The Agency/Contractor shall be responsible for proper maintenance of decorum, punctuality, discipline and work output.
- 10) The contractor shall ensure that its personnel shall not at any time, without the consent of the Department in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the Department and shall not disclose to any information about the affairs of Department. This clause does not apply to the information, which becomes public knowledge.
- 11) Persons engaged by the contractor shall not take part in any union and association activities.
- 12) The requirement is only tentative and may vary depending upon the volume of work, functional requirements etc. Any additional requirement/variation of manpower including qualifications shall be communicated to the Agency at the sole discretion of SAI RGSAG Centre, Mayiladuthurai as and when the need arises during the period of contract. Requirement of post & qualification as per **Section-V-B**.

Section-V- (B)

Tentative Requirement & Required qualifications

S.N.	Name of Post	Education Qualification	Technical Qualification	Tentative Requirement
1.	Male Warden	Graduate from recognized university	-	1
2.	Lady Warden	Graduate from recognized university	-	2
3.	Multi Tasking Staff (Office & Ground Maintenance)	8 th Pass	-	2
4.	Safaikarmachari	8 th Pass	-	2
5.	Security Guards (Without Arms)	8 th Pass	-	2

SECTION-VI

GENERAL CONDITIONS OF CONTRACT

1. The Contract will be for a period of one year commencing from the date mentioned in the Notification of Award. However, the Agreement is terminable by giving one month's notice in writing by SAI.
2. The successful bidder/contractor would have to deposit an amount of Rs. 6% of the cost of Annual contract of value towards Performance Security through Demand Draft/ FDR/Bank Guarantee from a commercial bank in favour of Centre Incharge, Sports Authority of India, RGSAG Centre, Mayiladuthurai, Tamilnadu-609001 within 14 days of awarding of the contract, which would remain with during the contract period and no interest shall be payable on the said amount. The said amount shall be refunded after two months from the date of completion of the work, subject to deduction of any outstanding dues etc. The Bank Guarantee if furnished for this amount shall be valid up to sixty days from the date of completion of work.
3. **The disbursement of salaries/wages/dues of the person deployed will be through RTGS/NEFT by 5th of every month, failing which a penalty of Rs. 1000/- for per day till payment release shall be levied and the same shall be deducted from contractor's bill.**
4. After disbursement of salary/wages of each employee, agency/contractor will submit the bill alongwith deposit the proof of depositing employee's contribution towards EPF/ESI etc. of each employee every month along with bills. **The proof of the disbursement of salary individually to be attached with the bill.**
5. Non-payment of wages by and any malpractice if noticed, will invite a penalty which may lead to termination of contract & blacklisting of the firm or any other decision deemed fit by the Competent Authority. The Agency/Contractor will also be liable to pay the disputed outstanding amount. The Centre Incharge, Sports Authority of India, RGSAG Centre, Mayiladuthurai, Tamilnadu-609001 shall not be directly responsible for the payment of wages to the employees. It will be the responsibility of the Agency/Contractor to make regular payment to the workers engaged by him as per the wages approved by SAI, Head Office, New Delhi.
6. The personnel provided shall be and remain the employees of the Contractor for all purposes and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc. **Charges on account of PF & ESI will be reimbursed by SAI against paid challans & ensuring that the amount in question has actually been paid to respective PF & ESI Office.** The list of workers going to be deployed shall be made available to the Department and if any change is required on part of the Department fresh list of workers shall be made available by the agency after each and every change.
7. Salary/ Wages will be revised up words only as and when SAI Head Office, New Delhi notified.
8. That, the rates to be paid to the contractor should not be less than wages approved by SAI, Head Office, New Delhi and other rules and regulations as applicable and notified from time to time in the official gazette of Govt. of India/ SAI.
9. The contractor may be required to increase/decrease manpower at agreed rate and terms and conditions as and when required by the Centre Incharge, Sports Authority of India, RGSAG Centre, Mayiladuthurai, Tamilnadu-609001.
10. Leave will be given as per the leave policy of the Centre Incharge, Sports Authority of India, RGSAG Centre, Mayiladuthurai, Tamilnadu-609001.
11. Office timings will be as per SAI norms.

12. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month. Giving particulars of the employees engaged for the Department works, is required to be submitted to the Department. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time Department is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract with RPFC, with an advice to RPFC, duly furnishing particulars of personnel engaged for the Department. **The contractor should be responsible for linking of UAN's and transfer & issue the ESIC card to employee, if any.**
13. Contractor shall submit workers EPF/ESI number and proof of payment of EPF, ESI etc as applicable every month for the previous month along with the monthly bill with respect to all employees deployed by him at SAI. The manpower agency shall specifically ensure compliance of various Labour Laws/Acts including but not limited to with the following and their enactments/ amendments/notifications.
- a) The payment of wages Act, 1936
 - b) The Employee Provident Fund Act, 1952
 - c) The Factory Act , 1948
 - d) The Contract Labor (Regulation) Act, 1970
 - e) The Payment of Bonus Act, 1965
 - f) The Payment of Gratuity Act, 1972
 - g) The Employees State Insurance Act, 1948
 - h) The Employment of Children Act, 1938
 - i) The Motor Vehicle Act, 1988
 - j) The Minimum Wages Act, 1948
 - k) The Private Security Agency Regulation Act, 2005
14. **Payment of bills** shall be released only after duly verification towards satisfactory services during the billing period by the Incharge of the centre/stadium and accompanied by documentary proof of the following:-
- a) Bio Metric attendance sheet duly certified by Incharge of the centre/stadium of the month the bill is claimed.
 - b) Challan for deposit of ESI in respect of workmen deployed under the contract for the month claim has been raised.
 - c) Challan for deposit of Provident Fund in respect of workmen deployed under the contract for the month claim has been raised
 - d) Proof of payment to workmen deployed under the contract duly verified by the Incharge of the centre/stadium for the month claim has been raised
(through transfer to their bank account)
 - e) Deposit of challan in respect of GST for the preceding month
15. The SAI reserves its rights to withhold bills, if the contractor fails to produce proof for having remitted the ESI/PF and wages etc.
16. In case of any loss that might be caused to the SAI due to lapse on the part of the personnel deployed by the contractor, such loss shall be compensated by the contractor and in this connection, the SAI shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to the SAI besides imposition of penalty. In case of any deficiencies/ lapses on the part of the personnel deployed by the contractor, the SAI shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.

17. That Contractor's authorized representative shall personally contact Head of the centre at least once a week to get a feedback on the services rendered by the contractor viz-a-viz corrective action required to make the services more efficient.
18. The contractor shall arrange to maintain the daily attendance & **Biometric Attendance** record of the contract workers deployed by him showing their arrival and departure time. This attendance record will be submitted every month to SAI along with the monthly bill. The attendance record shall be produced for verification on demand by the SAI at any other point of time.
19. The contract workers deployed by the contractor shall have the required experience. In case of non-compliance/non performance of the services according to the terms of the contract, the SAI shall be at liberty to make deductions @ 2% of the particular day billing amount on each occasion, not exceeding 10% of the bill in a month, from the bill without prejudice to its right under other provisions of the contract. In case, default continues, attracting penalty of more than 10%, of the bill amount, SAI reserves the right to terminate the contract. A register, in which lapse shall be recorded by the In- charge of the work, shall be maintained at site.
20. The contractor shall be solely liable for all payment/dues of the workers employed and deployed by him with reliable evidence provided to the SAI. In the event, SAI makes any payment or incurs any liability; the contractor shall indemnify the SAI completely;
21. Income Tax TDS as per rules shall be deducted from the bills of the contractor as per applicable laws.
22. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference or liability.
23. 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.
24. The contractor will be held wholly responsible for any action taken by statutory bodies for violation/non-compilation of any such provision of rule.
25. The contractor shall do and perform all such Manpower Services, acts, matters and things connected with the administration, superintendence and conduct with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such direction enumerated herein and in accordance with such directions, which the Department may issue from time to time and which have been mutually agreed upon between the two parties.

26. The Department shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and it reserve the right, in its sole discretion, to effectively ask the contractor to replace any or all the Personnel/s on any ground, whatsoever. The contractor also agrees to provide any additional Personnel/s (at the same prevailing rates) or reduce the existing strength of Manpower Personnel as and when the Department will decide the strength and duties of personnel/s according to its needs from time to time in its sole discretion.
27. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines and the contractor shall keep SAI fully indemnified in this regard. The concerned contractor's personnel shall attend the court as when required.
28. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim thereof is filed in the office of the Labor Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Department may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable/deductible by the Department from the contractor.
29. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulation, be directed to be paid by the contractor to the Department within seven days. The Department shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
30. The contractor shall not engage any such sub contractor or transfer the contract to any other person in any manner.
31. If as a result of post payment audit, any overpayment is detected in respect of any work done by the contractor or alleged to have done by the agency under the tender, is shall be recovered by the Department from the contractor.
32. The contractor shall provide the copies of relevant record during the period of contract or otherwise even after the contract is over when ever required by the Department etc.,
33. The contractor and its staff shall take proper and reasonable precaution to prevent from any loss, damage, destruction, waste or misuse of the areas of responsibilities given to them by SAI and shall not lend to any person or company any of the effects of the SAI under its control.
34. The contractor must get police verification of all his personnel employed SAI RGSAG Centre, Mayiladuthurai and submit the report to this office along with voter IDs, and other valid proof of residence.

35. The contractor shall execute the assigned work as per the schedule and if the same have not been executed up to the expected level, warning notice shall be issued in this regard. If the situation continues still, penalty will be imposed as per scale tabulated below:-

Penalties: The penalties will be imposed on violation of terms and conditions of agreement as per the list given below (to be specified by respective center) :

S.N	Description of irregularities	Penalty
1.	Un authorized absence	Equal to double the wage
2.	Fail to providing manpower in time	1% of the cost of order per day subject to 10% for 10 days delay. After 10 days the contract will be cancelled.
3.	Fail to commence the work	
4.	Any other irregularities	Penalty as decided by the Competent Authority of SAI

36. 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.

37. Disclaimer: The near relatives of SAI are prohibited from participation in this tender. The near relatives for this purpose are defined as:

- a) Members of a Hindu Undivided Family.
- b) Their Spouse.
- c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-

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

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

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

41. The Court of Mayiladuthurai will have the exclusive jurisdiction to try the disputes.

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

Note:

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

This is to certify that I/We before signing this tender I/we have read carefully and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Name) Signature Signed as proprietor/partner/Director who holds power of Attorney on behalf of firm Name of Firm Address

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

Contract No _____ Dated _____

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

1. Name & address of the Service Provider/Contractor(Contract holder):

2. Purchaser's Bidding Document No _____ dated _____ and subsequent Amendment No _____, dated _____ (if any), issued by the purchaser.
3. Service Provider Bid _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the supplier and the purchaser in connection with this Bid.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this Contract:
 - (i) General Conditions of Contract;
 - (ii) Schedule of Requirements;
 - (iii) Technical Specifications;
 - (iv) Bid Form furnished by the supplier;
 - (v) Price Schedule(s) furnished by the Bidder in its Bid;
 - (vi) Purchaser's Notification of Award of Contract
5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

(i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

S. No.	Name of the Post	Monthly wages	Service Charge	GS T	Total

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

(ii) Contract valid upto:

(iii) Prices:

(iv) Details of Performance Security:

(v) Payment terms: _____

(Signature, name and address of the purchaser's authorized official) For and on behalf of Director General Sports Authority of India

Received and accepted this Rate Contract

 [Signature with date, name and designation]

for and on behalf of Messrs _____

[Name & address of the manufacturers]

(Seal of the supplier) Date: _____

Place: _____

SECTION - VII (B)

Bid Reference No. SAI/RGSAG/Myl/ E. Tender - Manpower/2019-20

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

Centre Incharge,
Sports Authority of India,
RGSAG Centre,
Mayiladuthurai,
Tamilnadu-609001

WHEREAS _____(Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no..... dated..... to providing manpower service (herein after called “the contract”). AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of _____(Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the presenting us with the demand.

We further agree that no change or addition to or other modification of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to months from the date of notification of award i.e. up to Indicate date.

(Signature with date of the authorized officer of the Bank)

.....
Name and designation of the officer
.....

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

SECTION - VII (C)
CHECKLIST

S. NO.	Activity	Yes/No/NA	Page No. in the TE Document	Remarks
1.a	Have you enclosed EMD of required amount for the quoted schedules?			
b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section IV D?			
c.	In case Bank Guarantee is furnished, have you kept its validity of _____days from Techno Commercial Tender Opening date as per Section I of IFB?			
2.a.	Have you enclosed duly filled Tender Form as per format in Section IV (C)?			
b.	Have you enclosed power of attorney/board resolution in favor of signatory?			
3.	Are you a SSI unit/MSE/Make in India, if yes have you enclosed certificate of registration issued by Directorate of Industries/NSIC/any other documents issued by respective authority.			
4.a	Have you enclosed clause-by- clause technical compliance statement for the quoted goods vis-à-vis the Technical specification?			
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviation?			
5.a	Have you submitted satisfactory performance certificate as per the perform for performance statement in Section III (C) of TE document in respect of all orders?			
b.	Have you submitted copy of the order (s) and end user certificate?			

6.	Have you submitted service charge etc. in the price schedule as per Section IV (C)?			
7.	Have you kept validity of day from the Techno Commercial Tender Opening date as per the TE Document?			
8.	Have you furnished Income Tax Account No. as allotted by the Income Tax Department?			
9.	Have you intimated the name and full address of your Banker (s) along with your account Number			
10.	Have you fully accepted payment terms as per TE document?			
11.	Have you submitted the certificate of incorporation?			
12.	Have you accepted terms and conditions of TE document?			
13.	Have you furnished documents establishing your eligibility & qualification criteria as per the TE document?			
14.	Have you enclosed the Affidavit as per Section IV (I) of the TE Document?			

1. All pages of the Tender should be page numbered and indexed.
2. The tenderer may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may be filled up as NA.
3. It is the responsibility of the tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any.

SECTION - VII (D)

Format

WORK COMPLETION CERTIFICATE

Date:.....

This is to certify that the M/s..... full Address..... has completed the service of providing Manpower at..... (department name & address).

1.	Heading of Work	
2.	Award Letter /Agreement No. & Date	
3.	Type/Details of Manpower	
4.	Place of Work	
5.	Starting date of Service	
6.	Whether Service is completed: Yes/NO	
7.	If completed, Date of Completion:	
8.	Completed value of work (In Rs.)	
9.	If not completed, Value of Work executed (In Rs.)	
10.	Are the work is/was satisfactorily? Yes/No	

Seal, Signature & Name of the Issuing Authority who has issued the Work order

(The work completion certificate/work experience certificate should be furnished along with details of full address, contact land line phone/Cell number, Fax, Email address etc., of the issuing authority in the Letter Pad of the department/company where the work was executed)