



E- Tender Document For Providing Manpower Services

at

**SPORTS AUTHORITY OF INDIA, NETAJI SUBHASH
WESTERN REGION, SPORTS COMPLEX, SECTOR-15,
GANDHINAGAR (GUJARAT) PIN- 382016**

Telephone: 079- 23223182, 23225206 Fax: 079- 23222441

Websites: <http://sportsauthorityofindia.nic.in> & <https://eprocure.gov.in/eprocure/app>

Invitation for Online Bid

Sports Authority of India, Western Regional Centre, Gandhinagar invites **online Bids on two bid system for providing Manpower Services** from reputed & registered agencies/company/firm. Tender forms can be downloaded from the CPP Portal <http://eprocure.gov.in/eprocure/app> & <http://sportsauthorityofindia.nic.in>

- 1) The bidders are requested to read the tender document carefully and ensure compliance with all specifications/instructions herein. Non-compliance with specifications/instructions in this document may disqualify the bidders for the tender exercise. The Regional Director, SAI NSWC, Gandhinagar, reserves the right to select the service provider or to reject any bid wholly or partly without assigning any reason. Incomplete tenders, amendments and additions to tender after opening or late tenders are liable to be ignored and rejected.

Scope of Work	Amount of Bid Security(EMD) in Rs.	Bidding Estimated Document Cost. (Rs.)
Providing manpower services to SAI NSWC GANDHINAGAR& different units of SAI NSWC GANDHINAGAR for the year 2019-20	1,10,000/-	22,00,000/-
Scanned copy of Earnest Money (Bid Security) & tender fee are to be uploaded online and Hard Copy of same must be sent to the office of Regional Director, SAI NSWC, Sector-15, Sports complex, Gandhinagar, Gujarat- 382016 on or before Bid Submission Date & Time as mentioned in Critical Date Sheet, If hard copy of the same not received on or before bid closing date & time, the tender will be rejected.		

CRITICAL DATE SHEET	
Publication of the Tender Document	21.06.2019
Downloading of Bid Document Start Date	21.06.2019 (10:00 A.M.)
Downloading of Bid Document End Date	11.07.2019 (12:00 P.M.)
Bid Submission Start Date	21.06.2019
Bid Submission End Date	11.07.2019
Bid Opening Date	12.07.2019 (12:00 P.M.)

2. Bidder may also download the Bidding Documents from the web site- www.sportsauthorityofindia.nic.in & CPP Portal of Govt. of India i.e. <http://eprocure.gov.in/eprocure/app> Bidders shall ensure that their Bids, complete in all respect 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 **clause (B) Instruction of bidder for online bid submission** 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 shall not be accepted.**

**Regional Director
SAI NSWC, GANDHINAGAR**

(A) INSTRUCTIONS FOR ONLINE BID SUBMISSION:

- 1) The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in//eprocure/app>.

2) REGISTRATION:

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in//eprocure/app>) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- (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
- (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.

3) 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.

4) 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 technical bid documents to be submitted as indicated in the tender document, **they can be in PDF format**. 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.

5) 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 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.
- (x) The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in **.pdf format**. All bids **(both Technical and Financial should be submitted in the E-procurement portal)**.

6) 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.

(B) BIDDER'S ELIGIBILITY CRITERIA:

- 1) The bidder should be approved/recognized/registered by Govt. of India/State Govt. for providing Manpower Services. Copy of relevant certificates should be attached. Service Provide should have a valid license from competent license authority under the provision of contract Labour Act, 1970 and Contract Labour Central Rules, 1971.
- 2) The bidder must comply with the statutory requirement, such as registration with ESI, EPF, PAN /TIN/TAN & GST etc. and shall **submit proofs thereof**.
- 3) The bidder must have been in existence for the last Three year. (Attach copy of relevant certificates, Registration details etc.).
- 4) The bidder must have implemented/implementing at least three contracts of deployment of Ministerial Staff, office staff to Central/State Government during the last 3 years.
- 5) The bidder must have at least 50 or more workers continuously on roll for the last six months. **For proof EPF challan should be submitted.**
- 6) The Agency/Contractor must have sound financial stability with an average annual turnover of INR 22.00 Lakh in preceding three financial years in similar services. (Copy of audited balance sheets, Profit & Loss and ITR certificates with matching PAN No. must be enclosed).

- 7) The Agency/Contractor should not have been blacklisted by any Govt., Semi-Govt. Deptt., or any other organization. ***An affidavit in original (on non-judicial stamp paper duly notarized) to this effect shall be given by the firm along with the Tender Fee & EMD.***
- 8) Bidder must submit copies of all documents required, duly self-attested, along with technical bid of the tender.
- 9) Each **Agency/Contractor** shall submit only one Tender for the entire scope of work. **Agency/Contractor** who submits more than one tender or part tender will be treated as non-responsive & rejected.

Note: All the documents should be submitted in PDF format.

(C) TENDER COST & EMD/BID SECURITY:

1. **Tender Cost:** The bidder should submit a demand draft of **Rs. 1,000/- (Rupees One Thousand only)** towards non-refundable **tender fee, drawn in favour of “Regional Director, SAI NSWC, Gandhinagar”** payable at Gandhinagar in a sealed envelope super-scribed as **“Tender fee & Tender No. “_Tender/SAI/RDWC/Addi.Manpower/E-Tender/2019-20 /03 dated _____ 2019”** on or before last date & time of submission of bids. In the absence of tender cost & EMD, the tender will be rejected.
2. **EMD/ Bid Security:** Bidder should furnish an EMD of an amount of **Rs.110000/- (Rupees One Lakh Ten Thousand only)** in the shape of DD from a scheduled bank in India drawn in favour of **“Regional Director, SAI NSWC, Gandhinagar”** payable at Gandhinagar. This EMD should be submitted in sealed envelope super-scribed as **EMD & Tender No. “_Tender/SAI/RDWC/Addi.Manpower/E-Tender/2019-20/03 dated _____ 2019”** on or before last date & time of submission of bids. In the absence of tender cost & EMD, the tender will be rejected. In the event of the awardee's bidder backing out, EMD of that bidder will be forfeited.

This envelop having tender fee & EMD should reach to the Office of Regional Director, Sports Authority of India, Netaji Subhash Western Centre, Sector-15, Sports Complex, Gandhinagar, Gujarat-382016 on or before last date & time of submission of bid.

3. **Unsuccessful Bidders' EMD/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 earnest money will be returned without any interest, after receipt of performance security from that Bidder.**

(D) MODE OF SUBMISSION OF TENDER

The Agency/Contractor has to submit online bids through e -procurement portal <http://eprocure.gov.in/eprocure/app> Technical bid (Cover 1) & Financial bid (Cover 2).

COVER-1 : TECHNICAL BID

The technical bid must be accompanied with the following documents:-

TECHNICAL BID, UPLOAD THE FOLLOWING DOCUMENTS IN THE TECHNICAL BID :-

- a. Scanned copy of Tender Fee against payment of Tender Document downloaded from the CPP portal along with **Annexure-I**.
- b. Scanned copy of Demand Draft on account of Earnest Money Deposit (EMD). c) as per **Annexure-I**.
- c. Documents required Eligibility Criteria **Annexure-II** along with the documentary proof.
- d. Scan copy of performance statement as per **Annexure-III** along with the documentary proof.
- e. Bid submission form as per **Annexure-IV**
- f. Scan copy of letter of authorization for attending bid opening meeting as per **Annexure-V**.
- g. Scan copy of NEFT form **Annexure-VI**
- h. Scan copy of Declaration on the Company's letter head stating acceptance of the terms and Conditions mentioned in the tender documents. **Annexure-VII**
- i. Additional documents, if any.

COVER -2 : FINANCIAL / PRICE BID

Financial offer should be submitted in PDF as per the format as per **Annexure-IX** through CPP Portal.

(E) SELECTION 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 bid submitted online will be opened as per schedule in the Office of the Regional Director, SAI NSWC, Gandhinagar in the presence of tender opening committee (Bid openers). The bidders or their authorized representatives may also be present during the opening of the Technical Bid, if they desire so, at their own expenses. The documents submitted in the technical bid will be evaluated by the Committee. The bidders fulfilling the eligibility criteria mentioned in the tender will be considered for further process of tender. The bidders do not fulfill the eligibility criteria will not be considered for further evaluation.

4. Technical bids of only those bidders who have submitted cost of tender documents & Bid Security as per terms of NIT will be opened.
5. The successful bidder will be the one who emerges LI (Lowest-1) out of responsive bids. In case, the two or more firms offer the same rates, such firms shall be asked to submit sealed revised offer but the revised quoted rates should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.

(F) VALIDITY OF BID:

Bid submitted by Bidder shall remain valid for acceptance for a period of 90 days from the date of opening of the BID. Bidders shall not be entitled during the said 90 days' period to revoke or cancel the BID or to vary the same or any term thereof without the consent in writing to the SAI NSWC, Gandhinagar.

(G) QUALITY AND SIZE OF MANPOWER

The illustrative list of manpower with approximate cost to the office through outsourcing to be engaged by the SAI NSWC, Gandhinagar during the period of contract shall be as under:-

The above 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 NSWC, Gandhinagar as and when the need arises during the period of contract. Requirement of post & qualification as per Annexure-VIII.

(H) TERMS & CONDITIONS

1. **RIGHT OF THE OFFICE TO ACCEPT OR REJECT THE BIDS:** SAI NSWC, Gandhinagar reserves the right to accept/reject any or all the BIDS received without assigning any reason whatsoever. The BIDS, in which any of the particulars and prescribed information is missing or is incomplete in any respect and/or the prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be rejected. BIDS, not meeting the BID evaluation criteria as stipulated in the document shall be summarily rejected.
2. **PERFORMANCE SECURITY/ SECURITY DEPOSIT.**
 - a) The successful bidder shall deposit interest free performance security/security deposit of Rs. 110000/- (Rupees One Lakh Ten Thousand only) within 15 days from the date of receipt of the letter awarding the contract. Execution of the agreement on Rs.1,00/- (Rupees one Hundred only) Stamp Paper within 15 days of the receipt of award letter.
 - b) Failure of the successful Bidder in providing Performance Security/security deposit, Bidder liable for forfeiture of its bid security and, also, for further actions by SAI against it as per SAI norms and other administrative actions as deemed fit by the SAI.

3. **TERMINATION:** Notwithstanding anything contained hereinbefore to the contrary, the SAI NSWC, Gandhinagar shall have full power and authority to terminate this Agreement without assigning any reason by giving 30 (thirty) days clear notice in writing. Similarly, if the **Agency/Contractor** wants to rescind the contract, he/ she are required to give at least 60 days' notice for withdrawal of services.
4. **PENALTY.** In the event of the Agency/Contractor's failure to execute the work entrusted to it under this Agreement satisfactorily, SAI NSWC, Gandhinagar shall make alternative arrangement to do it and the difference of cost incurred by SAI NSWC, Gandhinagar thereby shall be recovered from the Agency/Contractor's unpaid bills and Contractor's Security deposit. Besides, penalty as decided by SAI NSWC Gandhinagar shall also be levied and recovered.
5. **REVISION OF WAGES/SALARY.** Wages will be revised up words only as and when SAI Head Office, New Delhi notified.
6. **TAXES, DUTIES AND LEVIES.** All taxes, GST, duties, levies etc. imposed by the State, Central Government and Local Bodies in connection with this contract in force at the time of submission of BIDs shall be borne by the **Agency/Contractor**.
7. **PERIOD OF CONTRACT:** The contract shall be for a period of one year from the date of signing agreement which can be extended for further period of one year on the same terms & conditions subject to satisfactory job execution by the agency/contractor.
8. **AGENCY/CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT:** If and whenever any of the Agency/Contractor's employee shall be found guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that, it is undesirable for administrative or any other reason for such person/persons to be employed in the works, the Agency/Contractor if so directed by the competent authority, shall remove such person/persons from employment. Any person/persons so removed from the works shall not again be employed in connection with the works without the written permission of the competent authority of SAI NSWC, Gandhinagar.
9. The selected Agency/Contractor (Contractor) will have to pay taxes/income tax on contract amount as applicable. If any additional rates/taxes/income tax has to be paid, that shall be borne by the Agency/Contractor, otherwise it shall be deductible from his payments.
10. These conditions will also form part and parcel of the agreement to be executed with the successful Agency/Contractor. With mutual consent between the SAI NSWC, Gandhinagar and the Contractor any other point can be included in the agreement at the time of its execution.
11. The contractor may be required to increase/decrease manpower at agreed rate and terms and conditions as and when required by the SAI NSWC, Gandhinagar.
12. Leave will be given as per the leave policy of the SAI NSWC, Gandhinagar.
13. The contractor shall be responsible for fulfilling all his obligations towards the person(s) deployed under the labour laws namely Industrial Disputes Act, Minimum Wages Act, Workmen Compensation Act, the Contract Labour (Regulation and Abolition) Act, EPF Act, Payment of Wages Act, ESI Act, Bonus Act, Maternity Benefits Act, Earned Leave, Shops & Establishments Act, Factories Act, or other labour rule, regulation applicable and amended from time to time. The Contractor shall be responsible for the deposit of employee's and employer's share of statutory contributions to the ESI/EPF, EDLI, if applicable at his own level and maintenance of such records as per rule. **The contractor should be responsible for linking of UAN's and transfer & issue the ESIC card to employee, if any.**

14. The Agency/Contractor shall employ adult staff as per the criteria decided by SAI NSWC, Gandhinagar.
15. The Agency/Contractor shall be responsible for proper maintenance of decorum, punctuality, discipline and work output.
16. The Agency/Contractor staff shall not be treated as the staff of SAI NSWC, Gandhinagar for any purpose whatsoever. The Agency/Contractor shall be responsible for strict compliance of all statutory provisions of relevant labour laws applicable from time to time in carrying out the above job.
17. The Agency/Contractor shall be responsible for fulfilling the requirements of all statutory provisions of relevant enactments viz. Minimum Wages Act, Payment of Wages Act, Industrial Disputes Act, Contract Labour Act and all other labour and industrial enactment at his own risk and cost in respect of all staff employed by him and keep SAI NSWC, Gandhinagar indemnified for any action brought against it for any violation/noncompliance of any of the provisions of any of the acts etc. The Agency/Contractor will abide by all the rules and regulations of the labour laws and rules framed there under and maintain all the Registers and display notices as required under the above mentioned rules and regulations and SAI NSWC, Gandhinagar or his authorized representative shall be entitled to inspect all such records at any time.
18. **The disbursement of salaries/wages/dues of the person deployed will be through PFMS/RTGS/NEFT by 3rd 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.**
19. After disbursement of salary/wages of each employee, agency/contractor will submit the bill along with 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 alongwith Bio-metric attendance.**
20. 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 SAI NSWC, Gandhinagar 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.
21. None of the employees of the Agency/Contractor shall enter into any kind of private work at different locations during working hours.
22. Based on the requirement of each job, the candidates recommended by the Agency for engagement/deployment will be decided by SAI NSWC, Gandhinagar and decision of the SAI NSWC GANDHINAGAR will be final in this regard. In case SAI NSWC, Gandhinagar in its discretion finds any deployed person as not desirable and not suitable for whatsoever the reasons will be at the sole discretion of the SAI NSWC, Gandhinagar and upon so being notified by SAI NSWC, Gandhinagar, the Agency shall be liable to withdraw such person (s) forthwith and substitute by a person(s) acceptable to SAI NSWC, Gandhinagar.
23. Office timings will be as per SAI norms.

24. The personnel deployed under this contract shall maintain proper office decorum. They shall not disclose any secret official information to any unauthorized person.
25. The persons employed by the Contractor will not indulge in any unlawful or illegal activities which are against the interests of the SAI NSWC, Gandhinagar.
26. The workers employed by the Contractor shall be his sole employees and SAI NSWC, Gandhinagar shall not have any relation whatsoever with employees of the Contractor. He will be fully responsible for their acts, conduct and any other liability.
27. The Agency will be responsible for complying with the obligations under the Labour Laws in respect of minimum wages and various other provisions for all its employees deputed to work for SAI NSWC, Gandhinagar. The contractor should pay the exact amount faithfully to the outsourced personnel without any additional deduction other than stipulated. Violation of this shall attract a warning at first instance and may lead to termination on recurring instances.
28. SAI NSWC, Gandhinagar shall have no liability whatsoever towards any other personnel or equipment of the Agency. All statutory requirements for the workmen are to be borne by the Agency and shall be the sole responsibility of the Agency.
29. The Agency shall not sub-contract the services to the personnel sponsored by him.
30. SAI NSWC, Gandhinagar reserves the rights to award the contract/work in full or in parts to any Agency and also terminate the contract/work at any stage if the performance of the Agency is found to be Not Satisfactory.
31. SAI NSWC, Gandhinagar is not bound to accept the lowest quotation and/or assign any reasons for rejecting any or all the bids. The lowest quoted bids may not fetch award of contract if the Committee is not convinced with the details and proofs submitted by the vendors.
32. In case of any loss, theft, sabotage etc. caused by or attributable to any of the personnel deployed by the Agency, the SAI NSWC, Gandhinagar shall have the right to claim the damages from the Agency.
33. The Regional Director, SAI NSWC, Gandhinagar shall have the right to adjust, readjust or deduct any of the amounts as aforesaid from the payment to be made to the Contractor under this Contract or out of the Security deposits of the Contractor.
34. In case of any deficiency in services by staff so deployed on contract basis, provide lesser number of manpower than the minimum required or in the case of disobedience by the staff so deployed on duty, the Regional Director, SAI NSWC, Gandhinagar or any other officer authorized by him/her shall be at liberty to impose penalty as may be deemed fit up to Rs. 10000/- (Rupees ten thousand only) for each such occasion after giving him an opportunity of being heard in person. The decision of the Regional Director, SAI NSWC, Gandhinagar shall be final and binding on the contractor.

35. **Termination of The Contract:-**

The contract may be terminated in any of the following contingencies:

- i) On the expiry of the contract period, without any notice;
- OR**
- ii) On giving one month's notice at any time during the currency of services, in case the services rendered by the Contractor are not found satisfactory and in conformity with the general norms and the standard prescribed for the services;
- OR**
- iii) On assigning of the contract or any part thereof or any benefit or interest therein or there under by the Contractor to any third person for sub-letting the whole or a part of the contract to any third person, without any notice.
- OR**
- iv) On Contractor being declared insolvent by the competent Court of Law without any notice;
- OR**
- v) In case the Contractor is not interested to continue the contract the Contractor shall give minimum two months notice. If the Contractor does not give the requisite notice as mentioned before, then his security deposit shall be forfeited and Bank Guarantee shall be invoked.

“Provided that during the notice period for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period”.

37. In the event or exigencies arising due to the death, infirmity, insolvency of the Contractor or for any other reason or circumstances, liabilities thereof the contract shall be borne by the following on such terms and conditions, as the Regional Director, SAI NSWC GANDHINAGAR may further deem fit in public interest or revoke the contract, namely:

- a) Legal heirs, in case of sole proprietor
- b) Next partners, in the case of company of firm
- c) Otherwise the RD/Director or his nominee SAI NSWC, Gandhinagar shall reserve the right to settle the matter according to the circumstances of the case, as he/she may think proper.

38. The Courts at Gandhinagar only shall have the jurisdiction for the purpose of this agreement.

39. In the event of any dispute or difference arising out of or in any way touching or concerning this agreement whatsoever (except as to matter the decision of which is specifically provided under this contract) the same shall be referred to the sole arbitration of the Regional Director, SAI NSWC, Gandhinagar or his nominee on mutual agreement between both the parties.

40. The award of such Arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his/her office or resigning or refusing to work or neglecting his/her work or being unable to act for any reason whatsoever the Regional Director, SAI NSWC, Gandhinagar shall appoint another person to act as Arbitrator in place of the outgoing Arbitrator in accordance with the above said terms of the agreement and the person so appointed shall be entitled to proceed with the reference from the stage at which it was left by his/her predecessor. The Arbitration and Conciliation Act, 1996, which came into force on 25.01.1996, shall deem to apply to arbitration proceedings. The venue of the arbitration shall be Bhopal.
41. The Contractor shall provide the copies of the relevant records during the period of contract or otherwise even after the contract is over when ever required by SAI NSWC, Gandhinagar.
42. The contractor will be responsible for opening individual PF account of the employee if he does not have one and provide him with PF passbook and ESI Card. He needs to deposit the proof of depositing employee's contribution towards EPF/ESI etc. of each employee every month along with bills.
43. The contractor alone shall exercise the control over the personnel deputed and beyond the terms and conditions stipulated herein; the personnel shall be governed by the rules and regulations of the contractor.
44. That, the contractor will submit a copy of Bio-data along with ID proof & residential proof to the SAI NSWC, Gandhinagar as and when the person is deployed at SAI NSWC, Gandhinagar for and up to the period of duration of his contract with the centre.
45. That, the contractor will submit the EPF/ESI account of each individual employee Appointed on outsource basis showing therein the total deposit of EPF/ESI account in a particular financial year of the office for information.
46. That, it is further understood and agreed between the parties that any changes in the payments structure viz ESI, PF, Bonus, gratuity and GST etc. as per the change in the law are recoverable from the client within the said statutory provisions of law. The service provider will be raising bill to SAI NSWC, Gandhinagar accordingly. SAI NSWC, Gandhinagar will have all rights to recover the amount paid in excess due to change in statutory provisions if any.
47. The Contractor shall abide by and follow all the Local and Central Laws strictly.
48. That, all the payments to be made for the services provided by the contractor shall be made directly to the contractor who will raise the bills accordingly on monthly basis through RTGS / PFMS.
49. 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.

50. That, the contractor shall be liable for meeting all the statutory requirements as provided by the Acts governing labour laws i.e. Payment of Wages Act 1936, Contract labour (Regulation & Abolition) Act 1970, Minimum wages Act, Employees Provident funds (EPF) Act 1952, Employee State Insurance Act including EDLI, Payments of Bonus Act 1965, Payment of Gratuity Act 1972, private Security Agencies (Regulations) Act 2005, National, Casual, Annual Festival, Maternity, Leave Acts as applicable and as amended from time to time or any other rule framed there under from time to time by the Central or State Government and or any authority constituted by or under any Law, for the category of persons deployed by contractor. The rates so allowed to and paid to contractor shall include all such statutory liabilities and no excess amount shall be paid by SAI NSWC, Gandhinagar.
51. That it will be the full responsibility of the contractor to deposit the statutory liabilities as applicable as per rule to the concerned department of the Central / State Government or the controlling agency, duly furnishing a copy to SAI NSWC, Gandhinagar.
52. That, SAI NSWC, Gandhinagar shall not be liable for any default on the part of the contractor on his failure to fulfill the statutory requirements and the liability shall be the contractor's alone.
53. That the contractor shall be responsible for any loss or damage caused or suffered by SAI NSWC, Gandhinagar on any account of negligence of the personnel supplied for by the contractor. This shall include any physical, financial and vicarious losses. Loss or damage caused to any property of SAI NSWC, Gandhinagar by any act or omission on the part of contractor's employees/ personnel shall be borne by the contractor. In the eventually or such occurrence of loss or damage, the enquiry shall be made by the officers of the contractor in consultation with the officer of SAI NSWC, Gandhinagar. The decision of the Regional Director, SAI NSWC, Gandhinagar shall be treated as final in this regard after the said enquiry.
54. That in case of any disciplinary inquiry to be conducted against any delinquent personnel provided for by the Contractor to SAI NSWC, Gandhinagar, the same shall be held by the Officer of the Contractor, in consultation with the Regional Director of the SAI NSWC, Gandhinagar.
55. **Corrupt or Fraudulent Practices:** It is required by all concerned namely the Bidders to observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the SAI: -
- (a) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
 - (b) Will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by the SAI if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or gross/deliberate negligence in executing the contract.

(c) (c) SAI reserves the right not to conclude 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 & suppression of material facts shall be initiated.

56. That in case of any dispute arising out of this agreement between the contractor and SAI NSW, Gandhinagar, the same shall be referred to the sole arbitration of the concerned officer as appointed by the Regional Director, SAI NSW, Gandhinagar who may him/her self take cognizance of the matter or depute/ nominate any officer of the said office or any other person who's decision shall be final and binding between the parties. Such arbitrator shall give a seasoned award. An officer of SAI NSW, Gandhinagar, in case he/she is nominated, as the sole arbitrator shall cease to be so in case he resigns, retires, suspended or his/her services are terminated or otherwise cease to be an officer. A new arbitrator shall be nominated by the Regional Director, SAI NSW, Gandhinagar in such as eventuality. Supply of services, personnel (manpower) shall however continue to be supplied by the contractor under the terms of this agreement. The submission of any dispute to the arbitrator shall not prejudice the rights of the contractor in any manner whatsoever.

- a. That the courts covering the area of SAI NSW, Gandhinagar only shall have jurisdiction to entertain, try and to decide any dispute arising out of this contract/ agreement.
- b. That this agreement can be terminated by either party on giving prior notice in writing (without assigning any reason) as per corresponding terms of termination of contract.
- c. The persons provided by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and administration of the contractor and in no case, a relationship of employer and employee between the said employee and the SAI NSW, Gandhinagar shall accrue/ arise implicitly or explicitly.
- d. The Contractor will abide by all the terms and conditions stated herein and directions given to him from time to time as per the need of the hour.

57. Offers with services charges as Zero value will be treated as unresponsive.

Regional Director,

Aforementioned conditions are acceptable to. **SAI NSW, Gandhinagar** Signature of
Contractor & Stamp



SPORTS AUTHORITY OF INDIA, WESTERN REGIONAL CENTER

**Netaji Subhash Western Centre,
Sports Complex, Sector-15, Gandhinagar (GUJ.)- 382016**

Email: - _____

Tel: 079-_____ (Fax)

**E- TENDER FOR PROVIDING MAN POWER SERVICES TO SAI NSWC,
GANDHINAGAR AND DIFFERENT UNITS UNDER SAI WESTERN REGIONAL
CENTRE, GANDHINAGAR FOR THE YEAR 2019-20**

EMD: DETAILS OF EMD/BID SECURITY DEPOSITED

1. Name of Bidder/Tenderer
- Details of EMD/Bid Security:
- Draft No. & Date
- Name of Bank & Branch
-
- Amount

TENDER COST: DETAILS OF TENDER COST DEPOSITED

1. Name of Bidder/Tenderer
2. Details of Tender cost:
- Draft No. & Date Name
- of Bank & Branch
-
- Amount

Signature of the bidder

Name of the authorized person.....

Name of the Firm & Seal

SPORTS AUTHORITY OF INDIA, WESTERN REGIONAL CENTER

**Netaji Subhash Western Centre,
Sports Complex, Sector-15, Gandhinagar (GUJ.)- 382016**

Email: - _____

Tel: 079- _____ (Fax)

**E- TENDER FOR PROVIDING MAN POWER SERVICES TO SAI
NSWC, GANDHINAGAR AND DIFFERENT UNITS UNDER SAI
WESTERN REGIONAL CENTRE, GANDHINAGAR FOR THE YEAR
2019-20**

BIDDER'S ELIGIBILITY CRITERIA

The following details /documents /certificates issued by the concerned Authorities in respect of the bidder are required to be submitted:

Sr. No.	Description	Confirmation (Yes/No)	Proof Attached at Page No.
1.	Registration certificate from Govt. of India/State Govt. for providing Manpower Services. Copy of relevant certificates should be attached.		
2.	Valid license issued by Regional Labour Commissioner, under Contract Labour Act or any other Act/Rule. (Copy attached)		
3.	PF Registration with PF Code Number; (Copy attached)		
4.	ESI Registration; (Copy attached)		
5.	Registration with GST; (Copy attached)		
6.	TIN number, if applicable & PAN number (Copy attached)		
7.	Does your agency implemented atleast 3 contracts of deployment of staff for similar work to Central/State Govt. during the last 3 years.		
8	Does out of previous three contracts one was worth Rs. 22 Lakhs and atleast 50 manpower were deployed.		
9.	Does the agency deployed atleast 50 or more workers continuously on roll for the last six months. For proof EPF challan should be submitted		

10.	Income Tax Returns for the last three years		
11.	Certificate of Chartered Accountant showing annual turnover for the last three financial years (2016-17, 2017-18 & 2018-19). Copies of Balance Sheet, Profit and Loss Account statement etc must be enclosed.		
12.	Does your agency has ever been blacklisted by any Govt., Semi Govt. Deptt., or any other organization? <i>An affidavit in original (on Rs.100/- non-judicial stamp paper duly notarized) to this effect shall be given by the firm along with the Tender Fee & EMD.</i>		
13.	Undertaking by the bidder confirming the availability of adequate manpower of requisite qualification and experience for deployment at SAI NSWC, Gandhinagar.		
14.	Have you completed /submitted other required Information / documents, as mentioned in the Tender Document?		
15.	National Electronic Fund transfer (NEFT) Form as per Annexure-VI for payment in Indian Rupee.		

Note: Enclose copies of the relevant documents.

Signature and Seal of Bidder

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 department : _____
where worked

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

Note: The documents proof above performance statement must be attached.

Signature and seal of the Bidder

BID SUBMISSION FORM

To

Date.....

The Regional Director
Sports Authority of India
Western Regional Centre
Sector-15, Sports Complex,
Gandhi Nagar - 382016,
GUJARAT

Ref.: Your Bidding Document No . ____/SAI/RDWC/Addi. Manpower/2017-18 Dated _____

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 Man Power Staff 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.

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 rule no. 2 in clause (H) terms & condition for due performance of the contract.

We agree to keep our Bid valid for acceptance for 365 days or for subsequently extended period one year, 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.

We agree to provide qualified workers as indicated in the Tender Documents for Man Power Staff as per terms & conditions of the tender documents.

We also agree to submit the bill on monthly basis and accept for making payment to the workers as per the wages approved by SAI, Head Office, New Delhi time to time.

We agree to the compliance of applicable Labour & other Laws in force.

We agree that all other payments like payment under Workmen Compensation Act etc shall be borne & payable by us.

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.

We agree to all terms and conditions mentioned in the tender documents.

We further understand that you are not bound to accept the lowest or any Bid you may receive against your above-referred Bid Reference.

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.

We confirm that no near relative of ours is an employee in SAI who is connected with the award and executive of the contract.

We confirm that we are competent to contract and we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

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]

Letter of Authorization for attending bid opening Meeting

Tender No.-----

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

Following persons are hereby authorized 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 authorized 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 authorization as prescribed above is not received.

NEFT MANDATE FORM

To

Date.....

The Regional Director
Sports Authority of India
Western Regional Centre
Sector-15, Sports Complex,
Gandhi Nagar – 382016,
GUJARAT

Sub: NEFT PAYMENTS

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

NATIONAL ELECTRONIC FUNDS .TRANSFER MANDATAE FORM

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

[Signature with date, name and designation]

For and on behalf of Messrs_____

[Name & address of the bidder]

Enclose a copy of Crossed Cheque

DECLARATION

1. I,----- Son/ Daughter / Wife of Shri -----

Proprietor / Director /authorized signatory of the Service Provider, mentioned above,
am competent to sign this declaration and execute this tender document:

2. I have carefully read and understood all the terms and conditions of the tender and
undertake to abide by them;

3. The information/ documents furnished along with the above application are true and
authentic to the best of my knowledge and belief. I/We, am/ are well aware of the fact that
furnishing of any false information / fabricated document would lead to rejection of my
tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Date:

Name:

Place:

Seal:

Note: - The same to be furnished on company letter head.

Annexure-VIII**Name of the post, essential qualifications & tentative requirement for supply of Man Power**

S.No	Name of Post	Education Qualification	Technical Qualification	Tentative Requirement
1.	Medical Doctor	MBBS with Diploma in Sports medicine	-----	01
2.	Physiotherapist (Female)	Bachelor Degree in physiotherapy from a recognized university	-----	01
3.	Masseuse (Female)	3 years Experience of massage in any Institute	-----	01
4.	Yoga /aerobics Instructor	Bachelor degree from Naturopathy & Yoga Science	-----	01
5.	Gym Instructor	Diploma in coaching in weightlifting & weight training OR Degree in Physical Education Gradation & Diploma in Physical Education	-----	01
6.	Life Guard	12 th Pass	Diploma/Certificate from as Life Guard operator	If needed
9.	Electrician	Matriculation or equivalent	Diploma as electrician from ITI	If needed
10.	Plumber	8 th Pass	Diploma/Certificate as Plumber	If needed
11	Carpenter	8 th Pass	Diploma/Certificate as Carpenter	If needed
12	(MTS) Grounds man & Safai Karamchari	8 th Pass	-----	If needed
13	Care Taker	10 th Pass	-----	If needed
14	Store Keeper	12 th Pass	-----	
15	D.E.O.	Graduate from recognized university	Certificate in Data Entry	03
16.	Jr. Accountant	B.com from recognized university	Certificate in Tally	If needed
17.	Accounts Clerk /Admin Clerk /LDC	B.com/Graduate from recognized university	-----	If needed
18.	Drivers	8 th Pass	Driving License for Heavy Duty Vehicle Preferably one year experience of driving Heavy Vehicle	If needed
19..	Lady Warden (Female)	Graduate from recognized university	-----	01

FINANCIAL BID/ PRICE BID Annexure-IX

(To be enclosed with price bid in a separate cover marked "Cover- 3")

AS PER SEPARATE SHEET