



**SPORTS AUTHORITY OF INDIA  
JAWAHARLAL NEHRU STADIUM COMPLEX (EAST GATE)  
LODHI ROAD, NEW DELHI-110 003**

**TENDER INVITING APPLICATION FROM MANPOWER AGENCIES**

**OPPORTUNITY TO BE PART OF INDIA'S QUEST FOR SPORTING EXCELLENCE**

Tender is invited by Sports Authority of India (SAI) from registered agencies for providing manpower services of Data Entry Operators, Steno and Receptionist etc, for a period of one year in SAI Head Office New Delhi. Details are available on the websites of SAI i.e., [www.sportsauthorityofindia.nic.in](http://www.sportsauthorityofindia.nic.in). Tender document can be purchased at a cost of Rs. 500/- from the DDO (Head Office), SAI on any working day from 02.02.2015 to 24.02.2015 between 10.00 A.M. to 01.00 P.M. The Tender Document down loaded from the SAI web site shall be accompanied by Demand Draft/Pay Order of Rs. 500/- (Cost of the tender) in favour of Secretary, SAI payable at New Delhi. In case, the bid is received without the cost of tender document, the same will not be considered. The DD/Pay Order as aforesaid must be contained in envelop of Technical bids.

The complete application should reach at the following address latest by 1.00 PM on 24.02.2015.

The Director (Personnel)  
Sports Authority of India  
Jawaharlal Nehru Stadium Complex (East Gate)  
2nd Floor, Lodhi Road,  
New Delhi - 110 003.

**SPORTS AUTHORITY OF INDIA**

**(Personnel Division)**

Cost of Tender: Rs. 500/-

J N Stadium Complex,  
East Gate, Lodhi Road,  
**New Delhi 110 003.**

**TENDER DOCUMENT**

**For providing services of Data Entry Operators, Steno, Receptionist, etc. in  
Sports Authority of India (SAI), New Delhi.**

**Manpower Service Provider**

- (a) Period of issue of Tender Document : 02.02.2015 to 24.02.2015
- (b) Date and time for submission of  
Tender Document : From 10.00 AM to 01.00 PM on all  
Working days from 02.02.2015 to  
24.02.2015
- (c) Date and time for opening of  
Technical Bids : At 3.00 PM on 24.02.2015
- (d) Opening of Financial Bids of eligible  
Bidders : At 03.00 PM on 03.03.2015
- (e) Likely date for commencement of  
Deployment of required manpower : 01.04.2015

## CONTENTS OF TENDER DOUCMENT

<b>S. No</b>	<b>Description of contents</b>	<b>Page Number</b>
1.	Scope of work and general instructions for bidders/service providers	4-7
2.	Technical specifications for the service provider and the manpower to be deployed in the SAI by the service provider	8
3.	Tender Application- Technical Bid	9-11
4.	Declaration	12
5.	Tender Application- Financial Bid.	13
6.	Terms and Conditions	14-24
7.	Chronological Order for arrangement of documents	25

## SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The Sports Authority of India, an autonomous body of Ministry of Youth Affairs & Sports located at Jawaharlal Nehru Stadium Complex, (East Gate) Lodhi Road, New Delhi, requires the services of reputed, well established and financially sound Manpower Service Providers to provide Data Entry Operators etc.
2. The contract for providing the aforesaid manpower is likely to commence from 01.04.2015 and would continue till 31.03.2016. The period of the contract may further be extended beyond 31.03.2016 provided the requirement of the SAI for manpower persists at that time or may be curtailed/terminated before 31.03.2016 owing to deficiency in service or substandard quality of manpower deployed by the selected Service provider or because of changes in the SAI requirements. The SAI, however, reserves the right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider without assigning any reason what so ever.
3. Number of manpower required initially is 22 Data Entry Operators, 05 Steno and 02 Receptionist etc. The requirement may vary from time to time.
4. The interested Manpower Service Providers may submit the tender document complete in all respect along with cost of tender document and Earnest Money Deposit (EMD) of Rs. 50,000/- and other requisite documents by 24.02.2015 up to 1.00 PM in the office of Director (Pers. & Cg.) Personnel Division, Sports Authority of India, 2nd Floor, Jawaharlal Nehru Stadium Complex Lodhi Road, New Delhi-03
5. The various crucial dates relating to **“Tender for Providing Manpower Services to the Sports Authority of India”** are cited as under:
  - (a) Period of issue of Tender Document : 02.02.2015 to 24.02.2015
  - (b) Date and time for submission of Tender Document : From 10.00 AM to 01.00 PM on all Working days from 02.02.2015 to 24.01.2015
  - (c) Date and time for opening of Technical Bid : At 3.00PM on 24.02.2015
  - (d) Opening of Financial Bids of Eligible Tender and Selection : At 03.00 PM on 03.03.2015
  - (e) Likely date for commencement Of required manpower : 01.04.2015

6. Tender has been invited under **two bid systems i.e. Technical Bid and Financial Bid**. The interested agencies are required to submit three separate sealed envelopes. Marked / super scribed as “A”, “B” and “C” kept in one big sealed envelope super scribing **“Tender for providing Manpower Services to Sports Authority of India (Personnel Division)”**. Envelope “A” should contain two pay order/DD on account of cost of tender and EMD separately. Envelope “B” should contain tender document and supporting documents. Envelope “C” should contain only financial bid which will be opened separately in respect of successful bidders whose technical bid is accepted primarily.

7. The tendering Manpower Service providers are required to enclose photocopies of the following documents (Duly self attested (with stamp)), along with the (Tender documents page 4-24) Technical Bid, **failing which their bids shall summarily /out rightly rejected and will not be considered:**

- (a) **Registration certificate of the applicant organization:**
- (b) **Copy of TAN in respect of firm and PAN card in respect of prop.;**
- (c) **Copy of the IT return filed for the last three financial years;**
- (d) **Copies of latest and ESI certificates;**
- (e) **Copy of the Service Tax registration certificate;**
- (f) **Certified Bank Account statements containing transactions during last Three years and**
- (g) **Solvency certificate from bank with certified copies of total turnover of the firm during the last three years.**
- (h) **Documentary proof from the concerned agency where the manpower (DEOs, Steno, Receptionist) etc, is provided by the firm. It should be concerning to the Government Department, public sector companies, banks etc.**
- (i) **An undertaking to the effect that the Bidder /Agency has not been blacklisted by any of the user department like government organization undertaking, autonomous body, etc including SAI and no CRIMINAL CASE is pending against the said firm /agency till date, the same to be furnish on stamp paper.**
- (j) **Declaration should be furnish on company letter head (specimen at page 12).**

8. The conditional bids shall not be considered and will be out rightly rejected in very first instance.

9. All entries in the tender form should be legible and filed clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **No overwriting or cutting is permitted in the Financial Bid form. In such cases, the tender shall be summarily rejected.** However, the cuttings if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.

10. The Technical bids shall be opened on the scheduled date and time at 3.00 PM on 24.02.2015 in Conference Hall Ist Floor, Sports Authority of India J N Stadium Complex East Gate Lodhi Road, New Delhi-03 in the presence of the representatives of the bidders, if any, who wish to be present on the spot at that time.

11. The Financial Bid of only those tenders will be opened whose Technical bids are accepted by Competent Authority. The Financial bids shall be opened at 03.00 PM on 03.03.2015 in Conference Hall Ist Floor, Sports Authority of India J N Stadium Complex (East Gate) Lodhi Road New Delhi-03 in the presence of the representative of the Manpower Service Providers, if any, who wish to be present on the spot at that time.

12. The Competent Authority of the Sports Authority of India reserves the right to reject any or all bids without assigning any reason.

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

**The prospective bidder shall furnish the self attested copies of the following documents with their Technical Bid.**

1. The bidder /man power, service provider should fulfill the following technical specifications:
  - (a) Its registered Office or one of the Branch Offices should be located either in Delhi or New Delhi.
  - (b) It should be registered with the appropriate registration authority;
  - (c) It should have at least three years' experience in providing skilled, semi-skilled manpower to Government Departments, Public Sector Companies/Bank, etc.
  - (d) It should have its operative bank account with any of the bankers with their own Bank Account;
  - (e) It should be registered with Service Tax departments;
  - (f) It should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.

(g) The Bidders shall furnish photocopy of PAN, TAN and Service Tax registration certificate, ESI certificate and EPF certificate. Bidders shall also furnish photocopy of IT return file statement /assessment order and minimum annual turnover of Rs. 50,00,000/- (duly certified by CA/Bank) for the last 3 years.

(h) Application fee Rs. 500/- (Non Refundable), in case the Tender Document is downloaded from the website the fee should be in form of DD/Pay Order payable in the name of Secretary SAI and payable at New Delhi. EMD of RS, 50,000/- should be in form of DD/Pay Order payable in the name of Secretary SAI.

(i) Terms and Conditions, draft agreement duly accepted/singed with the stamp of the prospective bidder.

**TECHNICAL REQUIREMENT FOR MANPOWER TO BE DEPLOYED**  
**BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN**  
**THE SPORTS AUTHORITY OF INDIA, NEW DELHI**

1. Manpower provided should be above 18 years and below 35 years of age.
2. Individual selected should bring Character certificates from two Gazetted Officers of the Central Government/State Government.
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 for all categories of the manpower along with monthly remuneration payable are given below. The successful tenders shall ensure that the persons deployed to the Sports Authority of India get the remuneration subject to statutory deductions, as indicated below 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.

Category	Consolidated monthly remuneration (inclusive of EPF, ESIC, Pension contribution etc.	Qualification requirements
<b>Data Entry Operator (DEO).</b>	<b>Minimum wages as fixed by Delhi Government from time to time.</b>	<b>Essential: (i) Graduate</b> from a recognized Indian University with basic computer knowledge including; <b>(ii) Certificate in Data Entry Operator etc, from Govt. recognized institution;</b> <b>(iii) Data Entry Speed of 8,000 (eight thousand) key Depressions per hour on Computer.</b> <b>Desirable: One year working experience in a Govt. recognized Organization.</b>
<b>Stenographer</b>	<b>Minimum wages as fixed by Delhi Government from time to time.</b>	<b>Essential: (i) Graduate</b> from a recognized Indian University with basic computer knowledge including; <b>(ii) 80 WPM in shorthand and 40 WPM in English typing.</b> <b>Desirable: One year working experience in a Govt. recognized Organization.</b>
<b>Receptionist</b>	<b>Minimum wages as fixed by Delhi Government from time to time.</b>	<b>Essential: (i) Graduate</b> from a recognized Indian University with basic computer knowledge including; <b>(ii) Certificate as Receptionist from Govt. recognized institute.</b> <b>Desirable: One year working experience in a Govt. recognized Organization.</b>

6. The Bidder may quote their lowest rate of services charges, which they will claim for providing the services of the required manpower.

**APPLICATION –TECHNICAL BID**

1. **For Providing Manpower Services to Sports Authority of India, New Delhi.**

2. Name of Tendering Manpower :-----  
Service Provider

3. Details of Deposit (a) Tender cost : DD No----- date-----of Rs.-----  
(b) EMD : DD No----- date-----of Rs.-----  
Drawn on Bank-----

4. Name of proprietor /Director :-----  
-----  
-----

5. Full Address of Registered :-----  
Office-----  
-----  
-----

Telephone No. :-----

Fax No. :-----

E-Mail Address. :-----

6. Full address of Operating  
Office/Branch Office :-----  
:-----  
:-----  
:-----

Telephone No. :-----

Fax No. :-----

E-Mail Address. :-----

7. Banker of the Manpower Service Provider :-----  
 :-----  
 Telephone No. of Banker :-----
8. (a)TAN :-----  
 (b)PAN :-----  
 (Attach attested copy of above)
9. Service Tax Registration No. :-----  
 Attach attested copy
10. E.P.F. Registration No. :-----  
 (Attach attested copy)
11. E.S.I. Registration No. :-----  
 (Attach attested copy)
12. Financial turnover of the tendering **Manpower Service Provider** for the last 3 Financial years:  
 (Attach separate sheet if space provided is insufficient)

Financial Year	Amount (Rs. Lacs)	Remarks, if any
<b>2011-2012</b>		
<b>2012-2013</b>		
<b>2013-2014</b>		

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

Sr. No	Name of client, address, telephone & Fax no.	Manpower service provided		Amount of contract (Rs. Lacs)	Duration of contract	
		Type of Manpower provided	No		From	To

14. Additional information, if any  
(Attach separate sheet, if required)

Signature of authorized person

Date:

Name:

Place:

Seal:

## 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:  
Place:

Name:  
Seal:

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

**APPLICATION –FINANCIAL BID**  
**(To be submitted in envelope “C” separately)**

**For Providing Manpower Assistance to Sports Authority of India.**

1. Name of tendering Manpower Service Provider:

2. The successful bidder tendered shall ensure that each person deployed in the Sports Authority of India get the amount indicated below and the bidder may quote their service charges, on the monthly remuneration as quoted below in column no. 3 which they will claim for providing the services of the required manpower:

S. No	Category	Consolidated monthly amount (inclusive of EPF,ESIC, Pension contribution etc.)	Rate of service charges to be quoted by the bidders for providing the manpower
1.	Data Entry Operator (Graduates)	Minimum wages as fixed by Delhi Government from time to time.	
2.	Steno (Graduates)	-do-	
3.	Receptionist (Graduates)	-do-	

Signature of authorized person

Date:

Name:

Place:

Seal:

Notes:

1. The consolidated amount of wages shall be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract and as per the Minimum wages as fixed by Delhi Govt. from time to time.
2. The selection criteria shall be the Rate of service charges to be quoted by the bidders for providing the manpower.
3. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower.
4. Firms shall be paid minimum wages plus service charges as quoted by them in column no. 3 and 4 above. No other amount of any kind shall be paid in addition.

## TERMS AND CONDITIONS

### General

1. The contract shall commence from 01.04.2015 and shall continue till 31.03.2016 unless it is curtailed or terminated by the SAI owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc or change in requirements of the SAI.
2. The contract shall automatically expire on 31.03.2016 unless extended further on satisfactory service and approval of the first party i.e. SAI.
3. The contract may be extended, on the same terms and conditions or with some additions/deletions/ modifications, for a further specific period mutually agreed upon by the successful Service Provider and Sports Authority of India.
4. The contracting Service provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other agency without the prior written consent of the SAI.
5. The SAI, at present, has requirement of 22 Data Entry Operators, 05 Stenographers, 02 Receptionist, etc, on urgent basis. The requirement of the SAI may further increase or decrease marginally, during the period of initial contract also and the tenderer would have to provide additional manpower services, if required, on the same terms and conditions.
6. The tenderer will be bound by the details furnished by it to the SAI while submitting the tender or at subsequent stage. In case, any of such details/documents furnished are found to be false at any stage, it would be deemed to be a breach of terms of contract making the tender liable for legal action besides termination of the Contract.
7. The Sports Authority of India reserves right to terminate the contract during any time after giving a 15 days' notice to the contracting agency.
8. The persons deployed shall be required to report for works at 09.30 hrs. to In-charge of respective Section/Division of SAI and would leave the office at 18.00 hrs. In case, the

- person deployed is absent on a particular day or comes late/leaves early on three occasions, proportionate deduction for one day will be made.
9. The Service Provider shall nominate a Coordinator who would be responsible for immediate interaction with the SAI so that optimal services of the persons deployed by the agency could be availed without any disruption.
  10. The entire financial liability in respect of manpower services deployed in the SAI shall be that of the service provider and the SAI will in no way be liable.
  11. For all intents and purposes, the service provider shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower so employed and deployed in the SAI. **The persons deployed by the service provider in the SAI shall not have any claims whatsoever like employer and employee relationship against Sports Authority of India.**
  12. The service provider shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed. The SAI Shall, in no way, be responsible for settlement of such issues whatsoever.
  13. The Sports Authority of India shall not be responsible for any financial loss or any injury to any person deployed by service provider in the course of their performing the functions/duties, or for payment towards any compensation.
  14. The persons deployed by the service provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees of the SAI during the currency or after expiry of the contract.
  15. **The disbursement of salaries/dues of the persons deployed will be done in presence of representative of SAI.**
  16. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service provider shall not be entitled to and will have no claim for any absorption in the regular/ otherwise capacity in the SAI.
  17. The persons so engaged on contract through the agency will have no right what so ever to have regular employment in SAI.

18. The service provider shall provide details of payment of ESI and EPF along with bill of each person.
19. **Contract of manpower shall not be granted to an agency which is indulging in admitted gross illegality and its past performance. In case the contractor fails to make payment of wages within the prescribed period or makes short payment, then the SAI shall make such payment of wages in full or the unpaid balance wages in full or the unpaid balance due, as the case may be to the contract labour employed by the contractor and recover the amount so paid from the contractor either by deduction from any amount payable to the contractor under nay contract or as a debt payable by the contractor.**

#### **LEGAL**

20. The personnel during course of their work shall be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the service provider as well as the person concerned liable for penal action under IPC, Cr. P.C. or any other relevant provision besides, action for breach of contract.
21. The service provider will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in the SAI. The SAI shall have no liability in this regard.
22. The service provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to Sports Authority of India to the concerned tax collection authorities from time to time as per extant rules and regulations in the matter.
23. The Tax Deduction at Source (T.D.S) shall be done as per the provisions of Income Tax Act/Rules, as amended from time to time and a certificate to this effect shall be provided to the agency by the SAI.
24. The service provider shall maintain all statutory registers under the Law. The representative of SAI has to be there at the time of disbursement of dues to ensure there is record to that effect which further bolster the case of the contractual employees at any stage to say that they have not been paid their dues. The agency shall produce the same, on demand, to the concerned authority of the SAI or any other authority under Law.
25. In case, the service provider fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the SAI is put to any loss/obligation, monetary or otherwise, the SAI will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the service provider, to the extent of the loss or obligation in monetary terms.

## FINANCIAL

26. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, of Rs. 50,000/- (Rupees fifty thousand only ) in the form of Demand Draft /Pay Order drawn in favour of Secretary Sports Authority of India **failing which the tender shall be rejected out rightly.**
27. The Earnest Money Deposit (EMD) in respect of the agencies which do not qualify the Technical Bid (First Stage)/Financial Bid (Second competitive stage) shall be returned to them without any interest. However, the E.M.D. in respect of the successful tender shall be returned after submission of the Performance Security Deposit with SAI. **Further, if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.**
28. The successful tender will have to deposit a performance security amount of Rs. 1,25,000/- (Rupees one lakh twenty five thousand only) in the form of Bank Guarantee from any Nationalized Bank drawn in favour of the Secretary, Sports Authority of India covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tender.
29. In case of breach of any terms and conditions the Performance Security Deposit of the agency will be liable to be forfeited by the SAI besides annulment of the contract.
30. The agency shall raise the bill in duplicate, along with attendance sheet (duly verified by Assistant Director (Pers.), Sports Authority of India in respect of the persons deployed and submit the same to Director (Pers.), Sports Authority of India in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.
31. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the

concerned bill for the month. A requisite portion of the bill/ whole of the bill amount shall be held up till such proof is furnished, at the discretion of the SAI.

32. If there is any delay by the agency, in providing a suitable substitute for the absentee Data Entry Operator etc, for a period beyond three working days, the agency shall be liable to pay penalty at the rate of Rs. 100/- per day for each absentee, which shall be deducted from the monthly bills of the service provide in the following month.
33. The Director General, Sports Authority of India reserves the right to withdraw/relax any of the terms and condition mentioned above so as to overcome the problem encountered a later stage.
34. If the parties fail to resolve their dispute or difference by mutual consultation within twenty-one days of its occurrence, then either the service provider or the SAI may give notice to the other party of its intention to commence arbitration, in the manner hereinafter provided and the arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. The dispute or difference arising between the service provider and SAI relating to any matter arising out of or connected with the Contract, shall be referred to the sole arbitrator to be appointed by the Director General, Sport Authority of India. The award of the arbitrator will be final and binding on the parties to contract.

**Director (Pers. & Cg.)**  
**Tel No: 011-24362718**

**DRAFT AGREEMENT**  
**(To be signed on a stamped paper worth Rs. 100/-)**  
**Contract to Provide Manpower to Sports Authority of India**

This agreement is made and is entered into on this..... day of .....2015.

Between

“Sports Authority of India, Jawaharlal Nehru Stadium, Complex, Lodhi Road New Delhi 11003, (a Society registered under the Societies Registration Act, 1860), which is an autonomous body under the Ministry of Youth Affairs and Sports, Government of India, through its authorized signatory, ----- herein after referred to as “ First Party/SAI Which expression unless it be repugnant to the subject or context shall mean and include its successors, assigns, administrators, representatives and subsequent transferee)”

And

“ M/S -----hereinafter referred to as “SECOND PARTY/FIRM” ( which expression unless it be repugnant to the subject or context shall mean and include its executors, Administrators, successors and permitted assigns, transferee, sub-contractor.”

Whereas the firm is in the business to provide manpower services and has offered the same to Sports Authority of India.

**NOW IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:-**

1. The contract of providing man power is valid and effective from ----- 2015 to ----  
----- 2016, unless it is curtailed or terminated owing to deficiency of service, quality of manpower deployed, breach of contract or change in requirements by the FIRST PARTY. If the performance of the SECOND PARTY is found to be satisfactory then the SECOND PARTY can get the contract renewed for a period of one year subject to the approval of the FIRST PARTY and the decision of FIRST PARTY in this regard shall be final.
2. The contract shall automatically expire on ----- 2016 unless extended further satisfactory service and approval of the first party i.e. SAI.
3. The contract may be extended, on the same terms and conditions or with some additions/ deletions/ modifications, for a further specific period mutually agreed upon by the both the parties.

4. The SECOND PARTY shall not be allowed to transfer, assign, or subcontract its rights and liabilities under this contract to any other agency without the prior written consent of the FIRST PARTY.
5. Whereas the FIRST PARTY has agreed for aforesaid manpower services by way of the present contract which will cover the cost of payment of wages to the incumbents deployed by the SECOND PARTY to FIRST PARTY as per the minimum wages fixed by the DELHI Government from time to time exclusive of service tax. That SECOND PARTY shall provide manpower services by deploying Data Entry Operator etc for FIRST PARTY as per its requirements.
6. The FIRST PARTY at present, has requirement of 20 Data Entry Operators, One Receptionist and 2 Stenos etc. on urgent basis. The requirement of the FIRST PARTY may further increase or decrease marginally, during the period of initial contract also and the SECOND PARTY shall provide additional manpower services, if required, on the same terms and conditions.
7. The SECOND PARTY will be bound by the details furnished by it to the FIRST PARTY while submitting the tender or at subsequent stage. In case, any of such details/documents furnished are found to be false at any stage, it would be deemed to be a breach of terms of contract making the SECOND PARTY liable for legal action besides termination of contract.
8. The FIRST PARTY reserves the right to terminate the contract at any time after giving a 15 days notice to the SECOND PARTY.
9. The persons deployed shall be required to report for work at 09.30 hrs. to In-charge of respective Section/Division of FIRST PARTY and would leave at 18.00 hrs. In case, the person deployed is absent on a particular day or comes late/leaves early on three occasions, proportionate deduction for one day will be made by SAI and shall be deducted from the payable amount to the second party in the succeeding month.
10. The SECOND PARTY shall nominate a coordinator who would be responsible for immediate interaction with the FIRST PARTY so that optimal services of the persons deployed by the agency could be availed without any disruption.

- 11.** The entire financial liability in respect of manpower services provided by the SECOND PARTY shall be of the SECOND PARTY and FIRST PARTY shall in no way be liable for the same.
- 12.** For all intents and purposes, the SECOND PARTY shall be the 'Employer' within the meaning of different Labour Legislations in respect of manpower so employed and deployed for the FIRST PARTY. The persons deployed by the SECOND PARTY for the FIRST PARTY shall not have any claim, whatsoever, like employer and employee relationship against the FIRST PARTY/SAI.
- 13.** The SECOND PARTY shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed. The FIRST PARTY Shall, in no way, be responsible for settlement of such issues whatsoever.
- 14.** The FIRST PARTY shall not be responsible for any financial loss or any injury to any person deployed by SECOND PARTY in the course of their performing the functions/duties, or for payment towards any compensation.
- 15.** The persons deployed by the SECOND PARTY can neither claim nor entitled to pay, perks and other facilities admissible to regular/ confirmed employees of the FIRST PARTY during the currency or after expiry of the contract.
- 16.** The antecedents of the persons deployed by the SECOND PARTY should have been got verified by the SECOND PARTY from the local police authorities.
- 17.** The Persons so deployed by the SECOND PARTY should be atleast intermediate/HSC with English as one of the subjects and between the age group of 18-35 years. In case the persons deployed by the SECOND PARTY commits any act of omission/commission which amounts to misconduct/indiscipline/incompetence, the SECOND PARTY will be liable to take appropriate disciplinary/legal action against such persons, including their removal from services to be provided to the FIRST PARTY.
- 18.** The SECOND PARTY shall replace immediately any of its personnel who are found unacceptable to FIRST PARTY because of security risks, incompetence, conflict of interest, improper conduct, etc. on instructions from FIRST PARTY.
- 19.** It will be the responsibility of the SECOND PARTY to meet transportation, food, medical and other requirements in respect of the persons deployed by it for FIRST PARTY and FIRST PARTY will have no liability in this regard.

- 20.** In case of termination of this contract on its expiry or otherwise, the persons deployed by the SECOND PARTY shall not be entitled to and will have no claim for any absorption in the regular/otherwise capacity in the SAI.
- 21.** The persons so engaged on contract through the SECOND PARTY will have no right what so ever to have regular employment in SAI.
- 22.** The personnel during course of their work shall be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the SECOND PARTY as well as the person concerned liable for penal action as per Law or any other relevant provision besides, action for breach of contract under the IPC and GPC.
- 23.** The SECOND PARTY will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it for FIRST PARTY. The FIRST PARTY shall have no liability in this regard.
- 24.** The SECOND PARTY shall also be liable for depositing all taxes, levies, cess etc. on account of services rendered by it to Sports Authority of India, to the concerned tax collection authorities from time to time as per extant rules and regulations in the matter.
- 25.** The Tax Deduction at Source ( TDS) shall be done by the SECOND PARTY as per the provisions of Income Tax Act/Rules, as amended from time to time and a certificate to this effect shall be provided by the SECOND PARTY to the FIRST PARTY.
- 26.** The SECOND PARTY shall maintain all statutory registers as required under the Law and produce the same, on demand, to the concerned authority of the FIRST PARTY or any other authority under Law.
- 27.** In case, the SECOND PARTY fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the SAI is put to any loss/Obligation, monetary or otherwise, FIRST PARTY will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the service provider, to the extent of the loss or obligation in monetary terms.



either party may give notice to the other party of its intention to commence arbitration and the arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. The dispute or difference arising between the FIRST PARTY and SECOND PARTY relating to any matter arising out of or connected with the present agreement shall be referred to the sole arbitrator to be appointed by the Director General, Sport Authority of India. The award of the arbitrator will be final and binding on the parties to the agreement.

- 37. In case of any doubt about the interpretation of any clause of the agreement the decision of Director General, SAI would be final and binding. Both parties mutually agree to abide by all the terms and conditions contained in the agreement.
- 38. Second Party will not increase any charges without written consent of First Party/SAI during the period of contract.
- 39. Second Party will release the payment to the persons deployed by it for service of the First Party/SAI by 7th of succeeding month till the period of contract. In case delay, second party shall be liable pay penalty which deduct will be from bill at the rate Rs.100/- per day per person till the release the payment.
- 40. In case the Contractor fails to make payment of wages within the prescribed period or makes short payment, then the SAI shall be liable to make payment of wages in full or the unpaid balance due, as the case may be, to the contract labour employed by the contractor and recover the amount so paid from the contractor either by deduction from any amount payable to the contractor under any contract or as a debit payable by the contractor.

**Sports Authority of India**

**(First Party)**

**Through Director (Pers & Coaching)**

**Sports Authority of India**

**Witness :**

1.....

2.....

**(Second Party)**

**Through Proprietor**

**Witness:**

1.....

2.....