

E-Tender No: SAI/NSWC/SECURITY/2017-18/09

E-TENDER DOCUMENT



Request for Proposal

For

“Providing Security Services for Gandhinagar (Gujarat)”

Regional Director

For and on behalf of

Director General, Sports Authority of India.

January 2018 Security Department

PART A

TECHNICAL BID

SECTION I

SPORTS AUTHORITY OF INDIA

Telephone: -079-232 23182 Fax: 079-232 22441

Website: <http://sportsauthorityofindia.nic.in/>

Bid Reference No: 09 SAI/NSWC/2017-18/09 Dated: 25/01/2018

INVITATION FOR BID (IFB)

1. Sports Authority of India, for and on behalf of Regional Director, Sports Authority of India, invites sealed Bids for following work:

Sl. No.	Particulars	TENDER FEES	Annual Turn Over Rs. (Minimum)	EMD Rs.	Annual Cost of Annual Requirement
1	Tender No. SAI/NSWC/2017-18/09 Providing Security Services at SAI, NSWC, Gandhinagar, initially for a period of one year	Rs. 1,500/-	60,00,000/-	120000/-	60,00,000/-

DISCLAIMER

The information contained in this tender document or subsequently provided to Applicant, whether verbally or in documentary or any other form by or on behalf of the Regional Director, SAI, or any of its employees or advisers, is provided to Applicant on the terms and conditions set out in this Tender document and such other terms and conditions subject to which such information is provided. This information is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Regional Director, SAI, accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

This Tender document is not an agreement. The purpose of this Tender document is to provide interested parties within formation that may be useful to them in the formulation of their Proposals pursuant to this Tender document. This Tender document includes statements, which reflect various assumptions and assessments arrived at by the Regional Director, SAI, in relation to the assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This Tender document may not be appropriate for all persons, and it is not possible for the Regional Director, SAI, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Tender document. The assumptions, assessments, statements and information contained in this Tender document, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Tender document and obtain independent advice from appropriate sources.

The Regional Director, SAI, , its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender document or arising in any way in this Selection Process.

Regional Director, SAI, also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this Tender document.

Regional Director, SAI, may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender document.

The issue of this Tender document does not imply that the Regional Director, SAI, is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the assignment and the Regional Director, SAI, reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever. The Applicant shall bear all its cost associated with or relating to preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Regional Director, SAI,, formation of consortium or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Regional Director, SAI, shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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NOTICE INVITING e-TENDER

Notice inviting online tender for engagement of security agencies for providing round the clock man guarding security services man guarding at the designated regional director, sai, complex

From:

Regional Director, SAI,

Dear Madam/Sir(s),

For and on behalf of the Regional Director, SAI, online bids in the prescribed Tender Document under two bid systems is invited for the designated complexes as per **Schedule - I** from interested, eligible tenderers for Engagement of Security Agencies for providing round the clock Man guarding Security Services (Man Guarding Security Services) for a period of minimum one year

2. Regional Director, SAI, is using services of e-Procurement platform of NIC for the purpose of this tender.

The tenderers who wish to participate in the e-Tender will have to register themselves in the e-Procurement platform <http://eprocuie.gov.in> and SAI web site sports authority of india.nic.in complete necessary formalities as prescribed by NIC.

3. The Tenderers may contact Department with regard to technical issues relating to functioning of their www.nprocure.com platform or any doubts regarding online submission of Bid Document in the under mentioned Contact:

4. For Registration @ Process related queries, Kindly Contact:

- CPPP Portal procure Cell.
- other detailed terms & conditions are available in the SAI NSWC, Gandhinagar office I, .

5. Tender shall be electronically submitted (on-line through internet) within the prescribed date and time as mentioned in the Tender document and e-Procurement portal. **Submission of Hard copy of the All documents related to Tender should be submitted at the time of Technical Bid opening failing to which tender will not be considered.**

6. Tenderers are advised to follow the instructions provided in the 'Instructions to the Tenderers for the e-submission of the tenders online through the Central Public Procurement Portal for e-Procurement at <http://eprocuie.gov.in>

Critical Dates:

Tender Publish Date	Date: 25.01.2018	
Tender Document Download Start Date & Time	Date: 25.01.2018	11.00 AM
Tender Query Submission End date	NA	
Tender Prebid Meeting	NA	
Tender Document Download End Date & Time	Date: 14.02.2018	4.00 p.m.
Tender Submission Start Date & Time (IST).	Date: 25.01.2018	11.30 a.m.
Tender Submission End Date & Time (IST).	Date: 14.02.2018	3.00 p.m.
Tender Validity period	45 days. (forty five days)	
Technical Bid Opening Date & Time. (IST).	Date: 16.02.2018	(3.30 p.m.)

7. The last date for submission of the tenders is 3.00 PM of 14.02.2018 and Technical bids will be opened online on 16.02.2018 at 3:30 P.M. in the presence of the intending tenderers/their authorized representatives who may wish to be present or view online.

8. Tenders to remain open for acceptance up to and inclusive of sixty days from the date of opening of the Tender. The SAI, may, at its discretion, extend this day by 30 days and such extension shall be binding on the Tenderers. If the date up to which the Tender is open for acceptance is declared to be a closed holiday/Sunday, the Tender shall be deemed to remain open for acceptance till next following working day.

9. Regional Director, SAI, will not hold pre-tender meeting. Regional Director, SAI, reserves the right to make any alterations in the tender document sub-moto and /or based on the suggestions/decisions, if any.

10. The prospective tenderers are advised to refer to the websites for any modification to the tender Document and the tenderer shall ensure that the tender Documents submitted by them shall contain such modifications, failing which the tenders are liable to be rejected.

11. The tenderers shall deposit along with the Technical Tender through DD (from Nationalize Bank Only), Payable at Gandhinagar an amount of INR Rs., 1, 20,000/- (Rupees one lac Twenty thousand only) towards Earnest Money and INR Rs. 1500/-(Rupees One thousand Five Hundred only) towards Tender Processing Fee in favour of Regional Director, Sports Authority of India, Gandhinagar the scanned copy / soft copy of DD shall be uploaded along with the Technical Tender.

12. Regional Director, SAI, reserves the right to reject any or all the tenders and / or cancel the Tender enquiry at any stage without assigning any reason.

PROPOSAL LETTER FROM TENDERER (on Company Letter Head Only)

From

(Full Name of the Tenderer)

Address

Phone _____

Email id _____

Website _____

To

Regional Director, SAI,

Dear Madam/Sir,

1. **With reference to your tender dated** I/we submit the Online Tenders under two-bid system for the designated **SAI** complexes as per **Schedule-I** for Engagement of Security Agencies for providing round the clock Man guarding Security Services (Man Guarding).

2. I/We have thoroughly examined and understood all the terms & conditions as contained in the complete set of tender document and agree to adhere by them.

3. I/We agree to keep the offer open for acceptance up to and inclusive of 60 days and to the extension of the said date by another 30 days in case it is so decided by Regional Director, SAI, . I/We shall be bound by communication of acceptance of the offer dispatched by Regional Director, SAI, within the time. I/we also agree that if the date up to which the offer would remain open is declared a holiday for Regional Director, SAI, , the offer will remain open for acceptance till the next working day.

4. I/We hereby upload along with the Technical Tender the scanned copy / soft copy **DEMAND DRAFT** depositing INR Rs. 1,20,000/- (Rupees one lac Twenty thousand only) towards Earnest Money (Refundable) and INR Rs. 1500/- (One thousand Five Hundred only) towards Tender Processing Fee (Non Refundable) in Favor of Regional Director, Sports Authority of India & payable at Gandhinagar

In the event of my/our tender being accepted, I/We agree to furnish within fifteen working days of acceptance of the tender.

5. I/We do hereby declare that the entries made in the tender document are true and also that I/We shall be bound by the acts of my/our duly constituted Attorney.

6. I/We do hereby declare that the tenderer Firm, its proprietor or any its Partners or its sister concern, consortium or its Members who have been blacklisted, have not/ has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking. (*)

OR

7. I/We hereby declare that the tenderer Firm, its sister concern, subsidiary, was blacklisted/debarred by _____ (here give the name of the Department/Agency) for a

Period of _____, which period has expired on _____. (Full details of the reasons for blacklisting/debarring, and the communication in this regard, should be given)(*}

8. I/We hereby declare that the contract entered into by the tenderer Firm with any Govt. Department/Public sector undertaking has not been terminated before the expiry of the contract period at any point of time during the last three years for breach of any terms and conditions.

9. I/We hereby declare that the Earnest Money Deposit and/or Security Deposit of the tenderer Firm has not been forfeited or adjusted by Regional Director, SAI, or central/state Govt. or any central/ State PSU /Statutory clients during the last three years, for breach of any terms and conditions.

10. I/We hereby declare that the tenderer Firm, its proprietor / any of the partners / any of the Directors has not been, at any time, convicted by any court for any offence and sentenced to imprisonment for a period of three years or more.

11. I/We certify that all information furnished by the tenderer Firm is true & correct and in the event that the information is found to be incorrect/untrue, the Regional Director, SAI, shall have the right to disqualify the Firm without giving any notice or reason therefore or summarily terminate the contract, without prejudice to any other rights that the Regional Director, SAI, may have under the Contract and Law.

(Signature of Tenderer)
(Authorized Signatory)
(Seal)

1. **OBJECTIVE**

For Engagement of Security Agencies for providing round the clock Man guarding Security Services (Man Guarding Security Services) at the designated Regional Director, SAI, (as per **Schedule-I**) to ensure **safety of properties and personnel of the client by deploying security personnel round the clock in three shifts of eight hours** physical security detailed in the 'Brief Description of Work' and **Schedule - I**, in the SAIs and offices/premises to make the security arrangement effective and efficient **for a period of minimum one year**

PLACE OF OPERATION

The designated SAI, Sports complex, Sector-15, Gandhinagar

2. **BRIEF DESCRIPTION OF WORK:**

- 21 The tenderer shall provide round the clock Man guarding Security Services by providing adequate number of security personnel at the designated complexes of SAI in three shifts of man all the security points by Man Guarding Security Services, control perimeter security with visitor Slips, walky-talky, in the SAI complexes.

Consumable like Toner, Paper, Furniture, Sitting arrangement etc. as required by the contractor) will provided by the SAI.

- 22 The tenderer shall also redraw, modify, reinforce the security plan as and when necessary and also as intimated to the tenderer in writing or otherwise by the authorized officer(s) of the client from time to time. The tenderer shall ensure safety of properties and personnel of the SAIs complexes.
- 2.3 In the event of vandalism, encroachment or law and order problems, the security agency will be responsible for controlling occurrence of such incidents and bear the deployment of additional manpower during the period of such crisis as the situation warrants only after approval of Regional Director, SAI, on additional Charges.
- 24 The tentative estimated requirement of the security personnel is indicated in **Schedule -I** against each location. The agency shall provide security personnel as required on the written requisition of the client at the approved rates and terms and conditions. The requisition of the client department may be less or more than the estimated number of security personnel in view of the installation of security systems.

3. **VOLUME OF WORK**

- 3.1 Subject to as hereinafter mentioned the client do not guarantee any definitive volume of work or and particular pattern of service at any time or throughout the period of contract. The mere mention of any item of work in this contract is not by itself confirm any right on the tenderer to demand that the work relating to all or any item thereof should necessarily or

exclusively be entrusted to them.

3.2 The client also reserves the right to deploy its security personnel in the sameSAIs complexes who will be entrusted with nature of duties distinct from the security personnel engaged by the tenderer, which will not in any manner absolve the duties and responsibilities of the security agency (tenderer) under this contract.

33 The tenderer shall provide such number of security personnel whenever asked to do so at short notice during day or night by Regional Director, SAI, or any authorized Officer acting on its behalf.

4. **PERIOD OF CONTRACT**

Unless terminated earlier, the contract shall be for a period of minimum **one year** Any Further extension will be as per the sole discretion of the tendering authority. Both parties reserves right to terminate the contract at any time during by giving **30(thirty) days'** notice in writing at their last known address.

5. **ADMINISTRATIVE CONTACT & ADDRESS FOR COMMUNICATION**

51 All communications concerning the various issues pertaining to the tender shall be directed on the address listed below. Unauthorized contact with other Regional Director, SAI, officials may result in disqualification. Any oral communications will be considered unofficial and is not binding on Regional Director, SAI, . Tenderer shall rely only on written instructions issued by the authorized Officer of Regional Director, SAI, .

Authorized Representative at SAI, Office:	
Address	In charge (Security) Sports Authority of India Netaji Subhash Western Centre, Sector-15 Gandhinagar
Phone No	079-232-23182
FAX	079-232-22441
Email	rd.sai.nswc@gmail.com

Tenderer/ Authorized Representative:	
Address	
Phone	
FAX	
Email	

52 Any action required or permitted to be taken and any document required or permitted to be executed, under this contract by Regional Director, SAI, or the tenderer, may be taken or executed by the respective Authorized Officers which shall be binding on the parties.

6. CONSTITUTION OF TENDERS

Tenders while submitting the bids should indicate whether they are Sole Proprietary Concern or Registered Partnership Firm or Private/Public Limited Company/Registered Society, Registered Consortium etc. and indicate the names of all the partners or Directors or Members of the governing body & directors of the Society, as applicable. In case of consortium the names of all the directors of all the members of the consortium has to be furnished separately.

BID EVALUATION CRITERIA [BEC]

PART-A Bid Evaluation Criteria (BEC):

7. MINIMUM ELIGIBILITY CRITERIA (BEC)

71 The tenderers who fulfill the minimum eligibility criteria alone shall apply. The tender Submitted by the tenderers who do not fulfill the minimum eligibility criteria will be summarily rejected.

72 The tenderer firm must ***have registration with PSARA, and ISO certified*** in India Having at least three years' experience in providing round the clock Security Services.

73 The tenderer shall have minimum turnover (gross income) of INR Rs 60.00 Lacs in each of

the immediate preceding three financial years (2014-15 & 2015-16, 2016- 17)

- 7.4 The tenderer shall have in its name valid EPF, ESI, PAN and GST registration. In the case of consortium the lead member of the consortium shall have the **EPF,ESI** PAN and the GST Registration.
- 75 The Successful tenderer must have a branch (Shop Act license) in the Place where the designated SAI's Complex is situated and for which the tender is submitted.
- 7.6 The intending tenderer should be **registered with** PSARA.
- 7.7 Prime bidder's annual Sales Turnover during each of the last 3 audited financial years must be INR Rs 60.00 lacs or above. In case Prime Bidder is a wholly owned subsidiary, the financial experience of Parent company would be considered for eligibility, provided the parent company operates in India. In that case Parent company needs to provide an undertaking that the parent company will take complete responsibility of the project in case of failure of its subsidiary.
- 7.8 The tenderer must have an experience minimum 1 year in man guarding similar kind sports complex/club/arena/Govt PSU offices etc. documentary proof successfully completion/running contract is must to produce.

NOTE

1. In support of the above criterion, Tenderers shall furnish documentary proof failing which the tenders are liable to be rejected.
2. In support of the experience criteria, tenderer shall furnish self-attested copies of the work order/ copy of the Certificate issued by client / contract/agreement issued by the organizations for which the tenderer having executed the assignment.
3. A declaration by way of an Affidavit duly notarized in support of having successfully completed the assignments.
4. The tenderer shall also furnish self-attested copies of the Audited Profit & Loss Accounts and Balance Sheet of the immediate preceding three financial years ((2014-15 & 2015-16, 2016-17) and the documentary proof of the EPF, ESI, PAN/TAN and GST registration.
5. Copy of Registration Certificate with PSARA.
6. Bidder providing security Guard should be Pvt. Ltd/Ltd/Public Ltd Company and proof of having a branch in the State.

7. The Successful tenderer must have a branch approx 20 Km where the designed complex is situated and for which the tender is submitted.
8. Bidder providing Security Guards at least have one of the Director (Ex-army) or equivalent.
9. Copy of Registration Certificate and ISO Certificate.

QUALITY& COST BASED SELECTION (QCBS):

BASED SELECTION (QCBS) -Bidder should meet the following QCBS criteria

Evaluation Matrix: TOTAL MARKS 100 (Weightage for final evaluation is : Technical= 50 % and Financial=50 %)

SNo	Bid Evaluation	Maximum Marks
TECHNICAL EVALUATION		
1	Turnover of the Bidder in any of the three preceding financial Years	
	1 Turnover More Than INR 480 lacs (20/20)	20
	2 Turnover More Than INR 240 lacs and Up to INR 480 lacs (15/20)	
	3 Turnover More Than INR 120 lacs and Up to INR 240 lacs (10/20)	
	4 Turnover More-than INR 60 Lacs and Up to INR 120 Lacs (5/20)	
	5 Turnover Up to INR 60 lacs(02/20)	
	Documents to be submitted: Audited Balance Sheet of any of the three Preceding Financial Years	
2	Experience in Multi State operations- Work order/Agreement having deployment in multi states in last 7 years:	
	1 More than 3 states(10/ 10)	10
	2 2-3 states (8/ 10)	
	3 1-2 states (6 /10)	
	4 1 state (4/ 10)	

	Documents to be submitted : Valid Documentary Proof with list of Office Location along with work order.	
3	Experience in Multi city operations within Gujrat State – Valid Documentary Proof with list of Office Location.	
	1 More than 5 city (10/ 10)	10
	2 4-5 city (8/ 10)	
	3 2-3 city (6 /10)	
	4 1 city (4/ 10)	
	Documents to be submitted: Valid Documentary Proof with list of Office Location.	
4	Experience in Large Manpower Deployment at any point of time in last 7 years -	10
	1 2000 and more Personnel deployed (10/10)	
	2 1000 and up to 2000 Personnel deployed (8/10)	
	3 500 and up to 1000 Personnel deployed (6/10)	
	4 200 and up to 500 Personnel deployed (4/10)	
	5 Up to 200 Personnel deployed (2/10)	
	Documents to be submitted: Copy of work order/Agreement/Client Certification letter issued by Client, clearly showing the Number of personnel deployed in last 7 years	
5	Permanent Employee Strength:	10
	1 1000 or more employees (10/10)	
	2 500 to 999 employees(8/10)	
	3 200 to 499 employees(6/10)	
	4 100 to 199 employees(4/10)	
	5 Up to 99 employees (2/10)	
Documents to be submitted: Latest EPF Challan clearly showing the Permanent Employee Strength		
6	Infrastructure Availability of offices in Multi states	10
	1 3 states and More (10/10)	
	2 2 States (8/10)	

	3	1 States (4/10)	
	Documents to be submitted: Valid Documents such as shops and establishment registration, Lease Agreement etc.		
7	Number of Training Centers run by Bidder		10
	1	5(Five) and more Training Centers (10/10)	
	2	4(Four) Training Centers (8/10)	
	3	3(Three) Training Centers (6/10)	
	4	2(Two) Training Centers (4/10)	
	5	1(One) Training Centers (2/10)	
	Doc Required: Copy of Valid Certificate clearly showing Affiliation/Registration with PSARAAct,2005/SSSDC/NSDC-/MHRD GOI/Certificates and registration in the name of Group Enterprises etc will be considered.		
9	Agency have experience in providing security services to any sports complex/sports club of Private entity/Central Government/State Government Department		10
	1	For 2 or More than 2 years (10/10)	
	2	For every additional Six months(2 points)	
	3	Upto 6 months (4/10)	
	Documents to be submitted: Valid Documents such as certificates etc.		
10	Agency have experience in providing security services to any Central Government/State Government Department		10
	1	5 or More than 5 clients/organization(10/10)	
	2	for every additional client /organization (2 points)	
	3	Upto 2 client /organization(4/10)	
	Documents to be submitted: Valid Documents such as certificates etc.		

Evaluation Methodology:

(1) Bidders may quote as per SOR. However, Items under either of the Parts shall not be split due to Technical reasons, and bidders must quote for all the Items (and for their entire Quantities). If any bidder fails to quote for any Item of SOR, bidder's bid shall be considered incomplete and will not be evaluated.

(2) Evaluation and comparison of bids shall be done on the overall basis of Prices quoted by the bidders, including all taxes & duties (including GST)

(3) Bids from all bidders in Technical shall be evaluated and points shall be allocated based on the documents submitted by the bidders. Individual points given for each criterion shall be summed up for obtaining the total score/ mark of each bidder. SAI reserves the right to visit the office of the Bidder (s) for assessment of their claim. The score/ marks obtained by the bidder will be their combined technical score (St).

PRICE EVALUATION

The total evaluated prices of all the qualified bidders will be worked out as per criteria defined in tender document.

The offer with the lowest evaluated price (Fm) shall be given financial score (Sf) of 100 points. The financial scores of other bidders shall be computed as follows:

$$Sf = 100 \times Fm / F$$

Where F= the total evaluated price of the concerned bidder.

- The total score shall be obtained by weighing the combined technical and financial scores and adding them as follows:

$$S = St \times Tw + Sf \times Fw$$

Where S = Total Score

St = Technical score

Sf = Financial Score

Tw= Weight assigned to technical score i.e. 0.50

Fw = Weight assigned to financial score i.e. 0.50

The successful bidder shall be the bidder having the highest score(S). In the event two or more bidder

has same score in the final ranking, the bidder with higher/highest technical score shall be considered as successful bidder. In the case two or more bidder have same score in the final ranking and technical score , the bidder with higher/ highest turnover in preceding year shall be considered as successful bidder.

[FOR STRICT COMPLIANCE]

(i) Bidders must furnish all relevant certificates/documents/information in support of their credentials to the above "evaluation / eligibility criteria/ QCBS" along with the 'Offer', failing which the 'Offer' shall be summarily rejected.

(ii) Bidders not meeting any of the above-mentioned "evaluation /eligibility criteria/ QCBS" shall be rejected without assigning any reason.

8. DISQUALIFICATION CONDITIONS:

8.1 Tenderer, its proprietor or any of its Partners or its sister concern, consortium or its Members who have been blacklisted or otherwise debarred by Regional Director, SAI, or Central/State Govt. or any Central/ State PSU /Statutory clients will be ineligible during the period of such blacklisting.

8.2 Any Tenderer, its sister concern, subsidiary, whose contract with Regional Director, SAI, or Central/State Govt. or any Central/ State PSU /Statutory clients, has been terminated before the expiry of the contract period for breach of any terms and conditions at any point of time during the last three years, will be ineligible.

8.3 Tenderer whose Earnest Money Deposit and/or Security Deposit have been forfeited by the Regional Director, SAI, or Central/State Govt. or any Central/ State PSU /Statutory clients, during the last three years, for breach of any terms and conditions will be ineligible.

8.4 If the proprietor/any of the partners of the Tenderer firm/any of the Directors of the tenderer company/any of the Directors or Members of the governing body of the Society have been at any time, convicted by a Court for an offence involving moral turpitude, such Bidder will be ineligible.

8.5 While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner, Member in another firm, or as a director of a company etc.) will render the Bid disqualified.

8.6 An unregistered partnership firm or unregistered society shall not be eligible to apply for

the bids.

9. SIGNING OF TENDERS

- 9.1 Regional Director, SAI, will evaluate only those tenders that are received in the prescribed formats and complete in all respects. Incomplete and /or conditional tenders shall be liable to be rejected. The tender and all related correspondence and documents in relation to the tender Process shall be in English language only. Supporting documents and printed literature furnished by the tenderer with the tender may be in any other language provided that they are accompanied by translations in the English language, duly authenticated and certified by the Applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the tender, the English language translation shall prevail.
- 9.2 The tender document shall be duly filled and signed (digitally signed wherever applicable) by the authorized signatory on every page including supporting documents, annexures, schedules and appendices.
- 9.3 Person(s) signing the tenders shall state in what legal capacity he / she is, or they are signing the tenders, e.g., as sole proprietor/partner of the firm, or as a Secretary /Manager/ Director etc., of a Limited Company or Authorized Member of the society, authorized signatory of the lead member of the consortium etc.
- 9.4 In case of Partnership firm, the names of all partners should be disclosed and the tenders shall be signed by all the partners. The attested copy of the registered partnership deed shall be furnished along with the Tender.
- 9.5 In case of companies, the names of all the Directors shall be mentioned and a self-attested copy of the Resolution passed by the Company authorizing the person signing the Tender to do so on behalf of the company shall be attached to the Tender along with self-attested copy of the Memorandum and Articles of Association of the Company.
- 9.6 In case of a Society, the person signing the tenders shall state the competency to sign the tenders and enter into a contract in accordance with the Rules & Regulations and Bye laws of the Registered Society and shall produce the self-attested copies of the Rules & Regulations and Bye laws of the Registered Society. In case of a consortium the names of all the members of the consortium and the names of the directors of each member of the consortium to be furnished along with the attested copies of the consortium agreement and power of attorney to the lead member of the consortium by all members, power of attorney to the authorized signatory by the respective members of the consortium, along with the copies of the Memorandum and Articles of Association of each member Company of the consortium.
- 9.7 The person signing the Tender or any other documents forming part of the Tender, on

behalf of any other person or a Firm shall be responsible to produce a proper Power of Attorney duly executed on a non – judicial stamp paper of appropriate value, duly attested by a Notary Public in his favor or a board of resolution, stating that he has authority to bind such other person(s), or the firm, as the case may be, in all matters, pertaining to the Contract. If at any stage it is found that the person concerned had no such authority Regional Director, SAI, may without prejudice to other civil/criminal remedies, terminate the Contract and hold the signatory & the Firm liable for all costs and damages.

- 9.8 The Power of Attorney should be signed by all the partners in the case of a partnership concern, by the proprietor in the case of proprietary concern, the persons who are competent to bind the Society as per Rules & Regulations and By laws of a Society and by the person who by his signature can bind the company in the case of a limited company.
- 9.9 If the person so signing the tenders fails to produce necessary documentary proof of his Authority as indicated above, his Tender shall be summarily rejected without prejudice to any other rights of the client under the law.
- 9.10 If the Tenderer is a partnership firm, there shall not be any re-constitution of the partnership without the prior written consent of the client till the satisfactory completion of the Contract and in case of a Registered Society, the Memorandum of Association and Rules & Regulations and By laws of the Society shall not be altered/amended nor any amalgamation, division or reorganization of the society is resorted to without the prior written consent of the client till the satisfactory completion of the Contract, failing which the Contract is liable for termination treating it as breach of Contract.

10. EARNEST MONEY & TENDER PROCESSING FEE.

- 10.1 Each tender must be accompanied by Tender processing fee (non-refundable) of INR Rs 1,16,000/- (One lac sixteen thousand only) inclusive of all taxes and an Earnest Money Deposit (EMD) of INR Rs 2000/- (Two thousand only) by way Demand Draft In favor of Regional Director, Sports Authority of India ,Payable at Gandhinagar and upload along with the technical bid the scanned copy / soft copy DD.
- 10.2 Regional Director, SAI, is not liable to pay any interest on the EMD. Tenders not accompanied by proof of deposit of EMD & Tender processing fee shall be summarily rejected. The Tenderers are permitted to tender on the express condition that after submission of tender, in case he resiles, or withdraws his offer, for any reason whatsoever during the Tender process, the Earnest Money Deposited by the tenderer shall stand forfeited without prejudice to any other rights and remedies of Regional Director, SAI, against the tenderer under the contract and law and the Tenderer shall be liable for any loss suffered by Regional Director, SAI, on account of such withdrawal/modification etc. and the tenderer will also be debarred from participating in any other Tender Enquiry with Regional Director, SAI, for a period of three years.

10.3 The Earnest Money(without interest) shall be returned to all unsuccessful Tenderers within a period of 60 days from the date of issue of the acceptance letter and to a successful tenderer, after he has furnished the Security Deposit, if he does not desire the same to be adjusted towards the Security Deposit. No interest shall be payable on Earnest Money, in any case.

11. SECURITY DEPOSIT:

11.1 The successful Tenderer shall, within fifteen days from the date of issue of acceptance Letter by Regional Director, SAI, required to furnish Security Deposit of value **10% of contract value** through Bank Guarantee issued by any scheduled Bank in India. .

11.2 The security deposit/bank guarantee will remain with Regional Director, SAI, throughout the period of contract and two months thereafter.

11.3 If the successful Tenderer having been called upon by the Regional Director, SAI, to furnish bank guarantee fails to do so within the specified period apart from forfeiting the EMD; it shall be lawful for Regional Director, SAI, to cancel the contract and to award the contract at the Risk and Cost of such Tenderer.

11.4 If the successful Tenderer had previously held any contract and furnished Security Deposit, the same shall not be adjusted against this Tender and a fresh Security Deposit will be required to be furnished.

11.5 No claim shall lie against the client either in respect of interest *on S.D.* or any depreciation in value of any Security.

11.6 If the successful Tenderer fails or neglects to observe or perform any of his obligations under the contract and / or commit breach of any of the terms & conditions of the contract and / or in the event of termination of contract, it shall be lawful for the Regional Director, SAI, to forfeit either in whole or in part, in its absolute discretion, the Security Deposit furnished by the tenderer or to appropriate the Security Deposit furnished by the tenderer or any part thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or costs etc. that may be suffered or incurred by the client. The decision of Regional Director, SAI, or its authorized officer in respect of such damages, losses charges costs or expenses shall be final and binding on the tenderer.

11.7 Save as aforesaid if the tenderer duly performs and completes the contract in all respects and presents an absolute "NO DEMAND CERTIFICATE", the Regional Director, SAI, shall refund the bank guarantee to the successful Tenderer after deducting all costs and other expenses that the client may have incurred and all dues and other money including all losses and damages which the client is entitled to recover from the successful Tenderer. The decision of the

client in respect of damages, losses, charges, costs or expenses shall be final and binding on the Tenderer.

- 11.8 Whenever the Security Deposit falls short of the specified amount, the Tenderers shall, make good the deficit so that the total amount of Security Deposit shall not at any time be less than specified amount.
- 11.9 In the event of the security being insufficient or if the security has been wholly forfeited, the balance of the total sum recoverable as the case may be shall be deducted from any sum then due or which any time thereafter may become due to the tenderer under this or any other contract with the client, should that sum also be got sufficient to cover the full amount recoverable the tenderer shall pay to the client on demand the remaining balance due.

12. SUBMISSION OF TENDERS

- 12.1 The tenders shall be submitted online in two parts, viz., Part – A Technical bid and Part – B Price bid at the Central Public Procurement Portal (<http://eprocure.gov.in>) as per scheduled date/time and as per instructions for submission of e- tender stipulated in the e- procurement portal.
- 12.2 The documents required to be uploaded as part of Technical Bid shall include the following:
- (i) A Certificate that the tenderer agree to the terms and conditions of the Bid Documents**
 - (ii) Scanned / soft copy of Demand Draft towards Earnest Money Deposit.**
 - (iii) Scanned / soft copy Demand Draft towards Bid Processing Fee.**
 - (iv) Scanned copy of all the documents stipulated in the Part – A Technical Bid.**
 - (v) Scanned copies of documents in support of meeting the minimum eligibility criteria and all credentials, documents & copies of certificate/ information called for in the Technical Bid.**
- 12.3 Tenders which do not comply with these instructions shall be summarily rejected.
- 12.4 The tender document shall be filled in by the tenderer without any overwriting/inter-lineation clearly, neatly and accurately. Any erasures or corrections would render the proposal invalid unless the same is carried out neatly and attested by the authorized signatory with full signature.

12.5 The tenderers shall not incorporate any condition in the bids as conditional tenders and tenders who are not submitted strictly in accordance with the tender terms are liable to be rejected.

13. MODIFICATION AND WITHDRAWAL OF TENDERS

- a) Tenderer can modify and correct or upload any relevant document in the portal till the last date and time of Tender submission, as published in the e-procurement portal.
 - b) Withdrawal of bids is not allowed, once bids are submitted. So in case of withdrawal EMD is liable to be forfeited.
- 13.1 A tenderer (including his associate, any shareholder thereof having a shareholding of more than 5 per cent of the subscribed and paid up and share capital of such Tenderer or having ownership interest, partner, subsidiary, sister concern, consortium Member) can submit only one proposal. If the tenderer submits more than one proposal all such proposals shall be disqualified and EMD will be forfeited.
- 13.2 While preparing the Technical and Price Bid, tenderers shall provide correct and relevant information. If at any stage it is found that the information supplied by the tenderer is incorrect, Regional Director, SAI, reserves the right to initiate appropriate legal proceedings including Termination of the contract & forfeiture of EMD and Security deposit.
- 13.3 The Technical Bid shall not include any information sought in the Price Bid. All other Bid documents except Price Bid shall be enclosed with the Technical Proposal.
- 13.4 The Tenderer shall submit the financial proposal in the price bid template provided along with this bid (PART- B), online, digitally signed by the Authorized Representative.
- 13.5 Tenderers are invited online only. If at any stage any of the documents submitted by the tenderer are found to be forged / fabricated, false, the EMD/Security Deposit of the Bidder shall be forfeited without prejudice to the right of the client to proceed against the bidder legally.
- 13.6 Tenders along with annexures, schedules, appendices and supporting documents etc. must be serially numbered by the bidder. The tenderers shall submit the scanned self attested copies of the original supporting documents along with the Technical bid document to enable the client to verify & evaluate the bids. After evaluation of the online bids those tenderers who are meeting the criteria for technical qualification will be advised by Regional Director, SAI to produce the Original documents furnished along with the Technical Bids for verification on the date & time to be stipulated. Tenders of tenderers who fail to furnish the Original Documents for verification on the date & time fixed for verification will be summarily rejected.
- 13.7 Tenderer must examine all terms and instructions included in the Documents. Failure to provide complete and accurate information with supporting documents may result in rejection of Bids.

- 13.7 The costs and expenses incurred by the Bidder in connection with submission of these documents etc. are not reimbursable. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Regional Director, SAI, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Biding process.
- 13.8 Regional Director, SAI, shall not be liable for any omission, mistake or error on the part of the tenderer while submitting the Bid
- 13.9 client may, at its discretion, seek from any or all Tenderers clarification(s) in respect of any particulars furnished in their offer. The request for such clarifications and the response will be in writing.
- 13.10 Client at its sole discretion may require any Bidders to rectify any discrepancies noticed in the Technical Bids submitted by them such as missing signature on the page, serial numbers, missing seal, Attestation etc. It is further clarified that no new Document shall be accepted.
- 13.11 While submitting the bid, wherever the Power of Attorney is to be submitted by the tenderer such Power of Attorney shall be on a non-judicial stamp paper of appropriate value duly notarized by a Notary Public.

14. TENDER VALIDITY

Tender shall remain valid for acceptance up to 60 days from the date of opening of tender. However, the tender validity period can be extended by another 30 days at the discretion of Regional Director, SAI, . Such extension shall be binding on the tenderer. Any tenderer not keeping the offers open for the prescribed period shall be summarily rejected.

15. OPENING OF BIDS

The Technical Bids will be opened online at the fixed time and the date indicated in the Bid document. The bidders will be at liberty to be present either in person or through an authorized representative at the time of opening of the Technical Bid. They can view the Bid opening online also. Price Bids of only technically qualified bidders will be opened at the time and place for which separate notice will be given. Technically qualified bidders will be at liberty to be present either in person or through an authorized representative at the time of opening of the Price Bids or view online. If the date of opening of price bid is declared a holiday/Sunday for the client, the offer will remain open for acceptance till the next working day.

16. TENDER EVALUATION:

- 16.1 A two-stage procedure shall be adopted in evaluating the proposals. Technical evaluation shall be carried out first, followed by the Price Bid evaluation. During the Scrutiny of the

Technical bid by the designated tender evaluation committee appointed by the competent authority necessary clarification if any required by the client shall be furnished by the tenderer within time given by the client for the same. The client is at liberty to verify any or all the documents submitted by the tenderers even by referring to third parties. After the technical evaluation is completed, opening of the Price bids will be done online. Date and time of opening of the Price Bids of will be intimated to the technically qualified tenderers.

- 16.2 The tenderers should be prepared to proceed to Regional Director, SAI, at their own expenses and without any obligation, if called upon to do so, for an interview by the Regional Director, SAI, Gujarat, (or an officers authorities to act an there behalf from Regional Director, SAI,) as the case may be at their own expense.

17. BID EVALUATION CRITERIA

- 17.1 The evaluation committee, after determining whether the technical Bids are complete & responsive, without errors and is meeting all the minimum eligibility criteria shall determine the lowest rates of the technically qualified tenderers for award of contract. Selections of tenderers are entirely at the discretion of the Regional Director, SAI and Regional Director, SAI shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 17.2 Tenderer shall quote in the price bid Monthly service charges per item, for one RFP, per month for every item indicated in the Price Bid including security personnel, for providing Man guarding Security Services, excluding GST. Based on the Grand Total of "Total Amount" column indicated in the price bid the lowest tenderer (L-1) will be determined. Tenderer are not entitled to claim any enhancement of service charges on any account during the tenure of the contract. **The Tenderer shall pay not less than minimum wages (As per the latest Central wages for watch and ward), other statutory payments and VDA** under the central Minimum Wages rate as applicable to the security/Other personnel engaged by them as notified by central Government from time to time during the contract period, any revision minimum wages and or in statutory compliances will be immediately applicable to SAI, service provider is eligible to raise invoice as per latest notification and claim for any unpaid amount from retro effect of notification.

18. AWARD OF CONTRACT:

- 18.1 The contract will be awarded to the successful lowest tenderer by way of issuance of acceptance letter by Regional Director, SAI by post/e-mail/hand delivery under acknowledgement and the tenderer shall immediately act upon such acceptance letter. Acceptance so conveyed will constitute the contract between the Tenderer and Regional Director, SAI, and the contract shall be effective from the date of issue of acceptance letter. The Contract, if any, which may eventuate from this tender shall be governed by the terms and conditions as contained in the RFP, Tender documents and its Annexures, appendices & schedules. The tenderer shall be bound by the communication of acceptance of the offer

dispatched by Regional Director, SAI, within the time.

- 18.2 Regional Director, SAI, reserves the right to accept or reject any or all the tenders and / or cancel the Tender enquiry at any stage without assigning any reason and does not bind itself to accept the Lowest tender or any tender and client will not be liable for any costs and consequences thereof.

19. COMMENCEMENT OF SERVICES

- 19.1 The successful tenderer shall have all necessary mandatory / statutory Licenses, permits, approvals, sanctions from the respective Authorities, including but not limited to, under Contract Labour (R&A) Act, Private Security Agencies (Regulation) Act, 2005 as applicable to Gujarat where the designated complexes are situated and for which Tender is submitted and also to complete the installation of security systems, within 30 days from the date of issue of acceptance letter, tenderer shall deploy security will inform the authorized Regional Director, SAI, representative in writing will certify the start date of deployment.

20. CORRUPT PRACTICES

An Act of bribe, gift or advantage, given, promised or offered, by or on behalf of the Tenderer, or any one of their partners/Directors/Agents or officials, or any person on his or her behalf to any officer, officials, representative or agent of the client, or any person on his or their behalf, for showing any favor or forbearing to show any disfavor to any person in relation to the Contract, shall make the Tenderer liable for termination of this Contract or any other Contract with the client and the Tenderer shall be liable to reimburse the client of any loss or damage resulting from such cancellation.

Tenderers shall not indulge in any anti-competitive practices/agreements implied or express while participating in the tender. In case of any clear indication of cartelization, the Tendering Authority may reject the relevant Tenders, forfeit their EMD /SD/BG and also recommend the case to the Competition Commission of India or any other department having appropriate jurisdiction or Authority, for initiating necessary action including, but not restricted to, cancellation of license. Client reserves the right to initiate appropriate legal action against the bidders. If the indication of cartelization comes to notice even after award of contract/expiry of contract.

21 NO NEGOTIATION

No negotiation will be held with any of the Tenderers after the Tenders are opened. Tenderers are, therefore, requested to indicate their best rates at the very first instance.

22 DEFINITIONS

- 22.1 The term "Contract" shall mean and include the invitation to tender, the tender document consisting of Technical bid & price Bid, its annexure appendixes schedules, letter of acceptance of tender.

- 22.2 Tender shall mean and include the invitation to tender, the tender document consisting of both Technical bid & price Bid, its annexure, appendices and schedules.
- 22.3 The terms “client” and “Regional Director, SAI” wherever occurs shall mean the Regional Director, SAI.
- 22.4 The term “Regional Director, SAI,” shall mean the Regional Director, Sports Authority of India whose administrative jurisdiction the Regional Director, SAI, SAIs/ offices to which the contract relates fall. The term Regional Director, SAI, shall also include the other officers for the time being authorized to execute contract(s) on behalf of SAI, including Regional Director, SAI.
- 22.5 The term “Tenderer” shall mean the tenderer/bidder firm with whom the contract has been placed.
- 22.6 Man guarding shall mean Guarding with the help of security personnel.
- 22.7 The Term complex shall mean the individual SAIs listed in the RFP of the tender document and include the entire premises, sheds, offices, all entry and exit points and such other installations permanent or temporary nature.
- 22.8 The term “Worker” shall mean all the personnel being engaged by the tenderer.
- 22.9 Man guarding Security Services means providing services (detailed at **Schedule-I**) round the clock in three shifts to man all the security points.

23. TERMS & CONDITIONS

- 23.1 The Security personnel of the tenderer must shall always wear proper uniform including winter and rainy season kit, Walky Talky, Torch, whistle etc. The Tenderer shall ensure regular rotation of personnel deployed under the contract.
- 23.2 That during the period of contract The Tenderer shall install & maintain all mandatory security systems to be provided by SAI.
- 23.3 The security personnel of the tenderer must carry photo identity card at the cost of agency.
- 23.4 The tenderer will have to adhere by the provisions of all applicable statutes including labour, taxation and other laws applicable to its establishment during the period of its engagement and shall be solely responsible and accountable for breach or violation of any of the provisions of any Act, Rules, Regulation, Notification, Circulars issued from time to time by the Government of India or respective State Government as the case may be.
- 23.5 Confidentiality of the assignment: The tenderer will ensure that its personnel will not at any time divulge/make known, any information or other matter relating to the affairs of Regional

Director, SAI. Any information pertaining to the Regional Director, SAI, or any other Governmental Agency involved in the project that comes to the knowledge of the tenderer in connection with this contract, unless already available in public domain, shall be deemed to be confidential and the tenderer will be fully responsible for the same being kept confidential and held in trust, as also for all consequences of its concerned personnel failing to do so. The tenderers shall ensure due secrecy of information and data not intended for circulation in public.

- 23.6 The tenderer will ensure that all its personnel deployed at SAI locations are trained, physically fit and mentally alert.
- 23.7 The minimum age of trained Security personnel should not be less than eighteen years while maximum age should not be more than **50 years** in order to ensure agility and alertness of the personnel.
- 23.8 Minimum qualification of security guard is 10th pass and for security Supervisor minimum qualification is 12th pass and having experience of minimum 2 years as a security Supervisor.
- 23.9 The tenderer will ensure that all its personnel are properly trained to carry out their duties to the satisfaction Regional Director, SAI.
- 23.10 The tenderer will certify that all the personnel deployed bear good moral character and have no criminal record. Police verification of each of the tenderer's personnel engaged in the complex of SAI, to be submitted before deployment and regular rotation of such personnel should be resorted to.
- 23.11 In case of negligence, dereliction of duty, disorderly behaviour, other misconduct etc. by security personnel of the agency, the agency will take proper disciplinary action against such personnel and such personnel be removed from the premises of SAI, forthwith without any cost.
- 23.12 The agency will ensure statutory payment of wages to its personnel well in time.
- 23.13 After the award of the contract, if the tenderer fails to deploy its Security Staff a in the designated complex within the time stipulated (including extension if any granted), the contract is liable to be cancelled and fresh tender may be called for at the risk & cost of the tenderer.
- 23.14 Tenderer shall at all times throughout the tenure of the contract provide requisite number of security personnel .
- 23.15 a). If the Tenderer fails to deploy Security personnel less than 90% of the strength requisitioned/stipulated in a shift (round off to the next higher number) Regional Director, SAI, will levy Liquidated Damages @ 05%of Service Bill (Monthly Billing) the Tenderer failed to supply in a shift subject to the further condition that the liquidated damages levied in a month shall not exceed 5% of the monthly service charges.

b). Tenderer should ensure proper operation and provide and standby of manpower within stipulated time (maximum 72 hours of the reporting / incidence occurrence). Regional Director, SAI, will levy Liquidated Damages @ 300 Rs. Per day per failure subject to the further condition that the liquidated damages (LD) levied in a month shall not exceed 1% of the monthly service Bill.

c). However the above mentioned LD due to downtime may not be applicable in case of Force majeure. The cost for the same shall be borne by authority at the same rates as per the price bid.

23.16 The tenderers shall perform and carry out their obligations under the contract with all due diligence, efficiency, and economy in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The tenderers shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the client, and shall at all times support and safeguard the client's legitimate interests in any dealings with the third parties.

23.19 The Tenderer shall carry out all times of services assigned or entrusted to him/them by the Regional Director, SAI, or officer acting on his behalf and shall adhere by all instructions issued to him / them from time to time by the said officer. They shall render the services to the satisfaction of the Regional Director, SAI, or an officer acting on his behalf together with ancillary and incident duties, services and operations as may be indicated by the said officer(s) and are not inconsistent with the terms & conditions of the contract. The Tenderer shall always be bound to act with responsible, diligence and in a businesslike manner and to use such skill as expected of men of ordinary prudence in the conduct of their activities.

23.20 The Tenderers shall inform the Regional Director, SAI, and officers authorized to act on his behalf, the name of one or more responsible representative(s) authorized to act on their behalf for each state where the designated SAIs are located in day to day working and it shall be duty of each of the representatives to generally remain in touch with Regional Director, SAI/authorized representative, to report the progress and generally to take the instructions in matter.

23.21 After completion of the Contract by expiry of Tenure/ Termination of Contract it shall be the responsibility of the tenderer to remove all the Man Guarding Security Services and its installations as well as the Personnel of the Tenderer, immediately, but not later than 30 days from the date of expiry of Tenure/ Termination of Contract as the case may be.

24. PARTIES TO THE CONTRACT

24.1 The parties to the contract are Regional Director, SAI/represented by the SAI, and the tenderer through the person authorized to act on behalf of the Tenderer.

24.2 Notice or any other action to be taken on behalf of Regional Director, SAI, may be issued/ accepted by the Regional Director, SAI, Gujarat or any other officer so authorized and acting on his behalf.

25. SUBLETTING

The tenderer shall not sublet transfer or assign the contract or any part thereof without the prior written approval of client. In the event of the tenderer contravening this condition the client is entitled to terminate the contract at the risk & cost of the tenderer and the Tenderers shall be liable for any loss or damage which the client may sustain in consequence or arising out of such replacing of the contract.

26. RELATIONSHIP WITH THIRD PARTY

All transaction between the Tenderer and the third party shall be carried out as between principals without reference in any event to the client. The Tenderer shall also undertake to make third party fully aware of the position aforesaid.

27. LIABILITY FOR PERSONNEL

- 27.1 All persons employed by the tenderer shall be engaged by him as his own employees/workers in all respects and all rights and liabilities under the Indian Factories Act, or the Employees Compensation Act and Employees Provident Fund & Misc. Provisions Act, or any other similar applicable enactments in respect of all such personnel shall exclusively be that of the Tenderer. The Tenderer shall be bound to indemnify the client against all the claims whatsoever in respect of his personnel under the Employees Compensation Act, 1923 or any statutory modification thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the Tenderer or not.
- 27.2 The Tenderer shall be liable for making contributions in accordance with the provisions of the Employees Provident Funds & Misc. Provisions Act, 1952, and the scheme framed thereunder in respect of the personnel employed by him. The Tenderer shall recover the amount payable by such employees and pay to the client i.e. the Principal employer under the said Act, the amount of member's contribution together with an equal amount of his contribution. If, on account of the default of the Tenderer in making/depositing such payments or for any other reason, the client makes such contributions on behalf of the Tenderer, the Regional Director, SAI, shall be entitled to set off against the amount due to the Tenderer, the contributions made by it on account of his default in making payments or otherwise in respect of the personnel employed by the Tenderer and is entitled to recover such amounts/expenses incurred from the amounts due to the tenderer under this or any other contract with Regional Director,, SAI, without prejudice to the right of Regional Director,, SAI, to initiate appropriate legal proceedings for recovery of such amounts.
- 27.3 Regional Director, SAI, shall in no way be responsible for any liabilities arising out of the tenderers contractual obligation with the tenderer's personnel, experts. Similarly, the tenderer shall in no way be responsible for any liabilities arising out of Regional Director, SAI's personnel.
- 27.4 The contract as entered into between Regional Director, SAI, and the tenderer shall in no way nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under any statutory/mandatory provisions prevailing in India.

Liabilities of the tenderer in respect of obligatory laws remain unaffected and tenderer shall remain responsible for settlement of claims, if any, of third parties who may suffer damages either due to the fault of the tenderer or its employees and Associates. Tenderer shall be solely responsible for all claims arising out of any accident, death etc. in respect of the personnel engaged by the tenderer under the contract.

27.5 The tenderer shall maintain and submit following Records & Returns prescribed under the EPF Act 1952 and the Scheme framed there under to the Authority designated under the said Act and to the Regional Director, SAI, Gujarat or any officer acting on his behalf:

- Form -2 Nomination & Declaration Forms to be submitted for new entrants.
- Form-3 The Contribution Card for the currency period – Annually.
- Form – 3 A Contribution Card for the currency period from 1st September to 31st March Annually.
- Form – 4 Contribution Card for Employees other than monthly paid Employees Annually.
- Form – 5 Return of Employees qualifying for the Membership.
- Form – 5A Return of Ownership to be sent to the Regional Commissioner.
- Form – 6 Return of the Contribution Card and Annual Statement of Contribution.
- Form - 6A Consolidated Annual Contribution Statement.
- Form – 10 Form of Maintenance of Accounts.
- Form – 11 Balance Sheets
- Form – 12A Statement of Contribution – Monthly.

27.6 The Tenderer shall, within 7 days of the close of every month, submit to the Principal Employer (client), a Statement showing the recoveries of Contribution in respect of Employees employed by or through him and shall have to furnish to him such information as the Principal Employer (client) is required to furnish under the provisions of Employees Provident Fund Scheme 1952 to the Commissioner.

27.7 The Tenderer shall maintain Inspection Note Book in the form as may be specified by the Commissioner, for an Inspector to record his observations on his visit. The Tenderer shall also make available the same when asked for inspection to the Officers of the Regional Provident Fund Commissioner and to the Regional Director, SAI, Regional Director, SAI, or Officer authorized by him or acting on his behalf.

27.8 If the Tenderer fails to submit the prescribed Returns, Records and other documents to the designated authority under the EPF & MP Act, 1952 and Scheme framed there under and also to Regional Director, SAI, or an Officer acting on his behalf, will be at liberty to withhold the pending bills, Security Deposit etc., and or any other payments due to the Tenderer.

27.9 In complying with the said enactments or any statutory modifications thereof, the Tenderer shall also comply with or cause to be complied with the labour regulations enactments made by

the State Govt./Central Govt. from time to time in regard to payment of wages to the workers, wage period, deduction from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wage book and wage slip, publication of the scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of like nature.

27.10 Notwithstanding the fact whether the said legislations, enactments or any statutory modifications thereof, are applicable or not to the employees/workers employed by the Tenderer he shall comply with the following:-

j) **Payment of Wages to Workers:-**

The Tenderer shall pay not less than minimum wages to the workers engaged by them as notified by Central Government from time to time during the currency of contract period. The tenderer shall maintain following records and registers as per Minimum Wages Act, 1948 & Rules made there under:

Form – I Register of fines.

Form – II Register of deduction for damage or loss caused to employer by the neglect or default of the employed person.

Form – III Annual return.

Form – IV O.T. Register for workers

Form – V Master Roll

Form -IX A - Abstract of the Act & Rules to be displayed on Notice Board.

Form XI Wage slips should be issued to the Contract Labour in a day prior to disbursement of wages.

ii) Every tenderer whose tender is accepted by the client shall immediately apply in Form V for license to the prescribed licensing authority through the Regional Director, SAI, (principal employer) in terms of Section 12 of the Contract Labour (R&A) Rules, 1971 before entering upon any work under the contract. The Tenderer shall also obtain temporary licenses whenever required under rule 32 of the relevant Rules in cases where he intends to employ more personnel in number than that mentioned in the regular license for short durations not exceeding 15 days. The contactors shall also make an application in Form VII through the principal employer (Regional Director, SAI,) for renewal of the expiring of the regular license as the regular License is valid for 12 months. The Tenderer shall also get the temporary license renewed whenever necessary through the Principal Employer. If for any reason, the application for a license is finally rejected by the licensing/appellate authority, the contract shall be liable to be terminated at the risk and cost of the Tenderer and the decision of the Regional Director, SAI, Gujarat in this behalf shall be final and binding on the Tenderer.

iii) Every Tenderer shall also abide by all the provisions of the Contract Labour (R&A) Act, 1970 and the Rules framed there-under:

a) As per Rule 25(2)(VIII), every Tenderer shall file a return intimating

commencement/completion of contract work within 15 days to the inspector in Form VI

- b) As per Rule 75, the Tenderer shall maintain a Register of workmen Employed in Form – XIII and he shall also display hours of work, nature of duty etc.
- c) Employment Card shall be given by Tenderer in Form XIV to each worker within 3 days of employment as per Rule 76.
- d) Every Tenderer shall issue a Service Certificate in Form – XV to the workman on termination of his services as per Rule 77.
- e) As per Rule 82(1), every Tenderer shall submit Half yearly returns in duplicate in Form-XXIV to Licensing Officer within 30 days from the close of half year.
- f) Notice to be displayed as required under Rule 81(1) and copy of notice to be sent to Inspector as per Rule 81(2).
- g) The Tenderer shall also maintain following records / registers also:
 - i) Master Roll in Form –XVI.
 - ii) Register for deduction for damage, loss in Form XX as per Rule 78(1)(a)(ii).
 - iii) Register of Fines in Form- XXI.
 - iv) Register of Advances in Form – XXII.
- h) The Tenderer also comply with all Rules, Acts and Regulations made by the StateGovt./Central Govt. from time to time pertaining to the contract, including all labour Laws.
- i) The tenderer shall ensure statutory working hours and in no case should employ the Security personnel / Guard for more than 8 Hours in a day at a stretch.

27.11 The intending tenderer shall make payment to Security Personnel as per Minimum daily wages including VDA as per notification of the Central minimum wages by Ministry of Labour & Employment rate list.

28.SUMMARY TERMINATION

28.1 By Client

28.1.1 In the event of the Tenderer having been adjudged insolvent or goes into liquidation or winding up their business of the marking arrangement with their creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract Regional Director, SAI, shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and to get the work done for the unexpired period of the contract at the risk and cost of the Tenderers and claim from the Tenderers any resultant loss sustained or cost incurred.

28.1.2 The Regional Director, SAI, shall also have, without prejudice to other rights and remedies, the right in the event of breach by the Tenderers of any of the terms & conditions of the contract to terminate the contract forthwith and to get the work done for the un-expired period of the contract at the risk & cost of the Tenderers and/or forfeit the security deposit or any part thereof for the sum or sums due for any damages losses charges expenses or cost that

may be suffered or incurred by the client due to the Tenderer's negligence or un-workman like performance of any of the service of the services under the contract.

28.1.3 The tenderer shall be responsible to deploy adequate and sufficient security personnel/guards and security systems under the contract in accordance with the instructions issued by Regional Director, SAI. If the Tenderer fails to supply the requisite number of security personnel, or supply, install and maintain the security systems, Regional Director, SAI, shall at its entire discretion, without termination of the contract, be at liberty to engage other security personnel and/or to deploy the requisite electronic surveillance system at the risk and cost of Tenderer who shall be liable to make good to the client all additional charges expenses cost of losses, expenses, damages that the client may incur or suffer thereby. The Tenderer shall not however be entitled to any gain resulting from so entrustment of the work to another party by Regional Director, SAI. The decision of Regional Director, SAI, shall be final and binding on the Tenderer(s).

28.1.4 The Tenderer shall be responsible for losses arising from neglect carelessness, want of skill or misconduct of themselves, their servants or agents or representatives. Regional Director, SAI, shall have the right to ask for removal of any personnel of Tenderer deployed in Regional Director, SAI, , who in his opinion is hampering the smooth execution of the work and his decision regarding losses by neglect and misconduct etc. of the Tenderers, their servants and agents or representative shall be final and binding on the Tenderers.

28.1.5 If the tenderer fails to comply with the statutory legal requirements as stipulated in the terms & conditions of the Tender, his contract is liable to be terminated with one month's notice and security deposit forfeited and obtain the work under risk & cost.

28.2 Termination by Tenderer

The tenderer may terminate this Contract, by not less than thirty (30) days written notice to the client if the client fails to pay any undisputed amount due to the tenderer under the Contract, provided that if the client pays such amount within the notice period such termination notice shall become in fructuous.

29. PAYMENT UPON TERMINATION

The client shall pay remuneration for Services satisfactorily performed prior to the effective date of termination provided such termination is not on account of any breach of contract by the bidder.

30. LIABILITY OF TENDERER FOR LOSSES SUFFERED BY THE client

The client is entitled to claim all damages, losses, charges. Costs or expenses suffered or incurred by Regional Director, SAI, due to the conduct of the tenderer or his personnel arising out of the contract and such amounts will be recovered from the tenderer. The tenderer will protect the stocks, material/assets within the premises/offices from theft and pilferage and will prevent unauthorized entries in the premises. The agency will pay the damages, etc. for the loss of items within the area guarded by the agency. Any claim/damage/losses etc will be finalized on a joint investigation between SAI and the contractor. The recovery amount shall not be more than the monthly service charges of that particular month.

31. SET OFF

Any sum of money due to payable to the Tenderer including security deposit (returnable to the tenderer) under this contract may be appropriated by the client and set off against any claim of the client for the payment of any sum of money arising out of or under any other contract made by the Tenderer with the client.

32. INDEMNITY

The Tenderer shall defend, indemnify and hold Regional Director, SAI, during and after in terms of the contract harmless from and against any and all liabilities, damages, claims, fines, penalties, action, procedures and expenses of any nature arising or resulting the violation of any laws by the Tenderers or its personnel or in any way connected with the acts, omissions, negligence, breach of this agreement and failure to perform obligations under this contract.

33. NO WAIVER OF RIGHTS:

Neither the inspection by the Regional Director, SAI, or any of their agents nor any order by Regional Director, SAI, for payment or any payment for acceptance of the article or any part of the work, or not invoking any of the provisions of the contract operate as a waiver of any provisions of this contract.

34. NOTICES

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered by post/e-mail/hand delivery under acknowledgment to an authorized representative of the respective Parties.

35. BOOK EXAMINATION

The Tenderer shall whenever required produce or caused to be produced for examination by Regional Director, SAI, any cost or other accounts books, accounts voucher, receipts, letters, memorandum or any copy of extract from any such document and also furnish information and returns verified in such manner as may be required for the statutory compliance/payments made to EPF/Minimum wages etc., renewed license, any or all such documents desired by Regional Director, SAI.

36. PAYMENT

36.1 Payment will be made by Regional Director, SAI, on submission of bills in duplicate duly supported by records thereon along with (i) self-attested attendance certificate duly endorsed by Manager or an authorized officer acting on his behalf as the case may be and on production

of proof of payment of statutory payments in respect of the personnel engaged in Regional Director, SAI, under the contract.

- 36.2 The Tenderer should submit all his/their bills by the 1st of the following month and payment of undisputed amounts will be made through Account Payee Cheque or ECS or such electronic mode to the Tenderer within 15 days of submission of bills in the manner prescribed.
- 36.3 The minimum wages and statutory payments as notified by Appropriate Government from time to time to the Security personnel engaged by the tenderer will be considered for reimbursement.
- 36.4 Payment will be made on production of bio matrix monthly attendance data of security personnel deputed in SAI Campus

37. LAW GOVERNING THE CONTRACT/ DISPUTE RESOLUTION

The contract will be governed by the laws of India for time being in force as amended from time to time. Any disputes arising out of this contract will be settled in the Court of Law of competent jurisdiction. The courts in Gujarat shall have exclusive jurisdiction to adjudicate the disputes arising under the contract.

PROHIBITION OF CONFLICTING ACTIVITIES

- 38.1 Neither the Tenderer nor their Personnel shall engage, either directly or indirectly, in any such activities which conflicts with their role under the assignment. The Regional Director, SAI, requires that the Tenderer provides at all times hold the Regional Director, SAI's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work.
- 38.2 The Tenderer, their Associate or personnel either directly or through common third parties, shall not accept or engage in any assignment that would be in conflict with their current assignment in Regional Director, SAI. A Bidder eventually appointed to provide work under the contract, and its Associates, Personnel shall be disqualified from subsequently providing goods or works or services related to the contract directly or indirectly and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of One year from the completion of this assignment.

TENDERER PROFILE

Sl. No	Particulars	Reference page No. wherever required	
1.	Name of the tenderer with full address, Corporate Office/Head Office etc. Website, E-mail ID, Telephone etc. Provide a brief description of the background of the firm/entity. The brief description should include constitution of the firm, its objectives, some of the main clients of the firm etc.		
2	Name of the authorized signatory & nature of authorization (whether power of attorney, Board resolution etc.)		
3.*	Nature of Business Government /PSU/ Private/others		
4.	Composition of Bidder: State whether the Bidder is a proprietorship concern, or registered partnership firm, or a company, Registered Society, Consortium. The name of the proprietor, or all Partners, or all the Directors of the company, Members of the consortium as applicable, shall be furnished. In case of consortiums the above particulars in respect of all the Consortium Members shall be furnished.		
5.*	(i) PAN Number (enclose copy)		
	(ii) GST Registration Number of the Firm(enclose copy)		
	(iii) ESI Registration Number of the Firm(enclose copy)		
	(iv) EPF Registration Number of the Firm(enclose copy)		
6.*	Registration / licence No. and validity period under PRIVATE SECURITY AGENCIES (REGULATION) ACT,2005(enclose copy), if applicable.		
7.*	Furnish Audited Profit & Loss account and balance sheet, CA certificate for immediate preceding three Financial Years, 2014-15, 2015-16, 2016-17)	2014-15	
		2015-16	
		2016-17	
8.*	Details of contracts providing Security Services of minimum value of INR Fifty lacs during the period 2014-15 to 2016-17(preceding three years).PO copies to be attached	Contract- 1	
		Contract 2	
		Contract 3	
		Contract 4	
		Contract 5	
9.*	Furnish copies of Memorandum /Article of association Or copy of Registered Partnership deed or copy of Rules & Regulations & Bye laws of societies, consortium agreement, power of attorney, Board of Resolution etc. in respect of the tenderer, as applicable.		
10*	Enclose Board Resolution and/or Notarized Power of Attorney indicating Authority to Bid.		
11.	Date & Year of Establishment / in client of firm.		

14.	Any other important information about the firm.	
14 A	Whether the Tenderer or his sister concern or any the partners, proprietor, director has been blacklisted by Regional Director, SAI, or central/state Govt. or any central/ State PSU /Statutory clients at any point of time during the last three years	
15.	Whether the Bidder's contract with Regional Director, SAI, or central/state Govt. or any central/ State PSU /Statutory clients, has been terminated before the expiry of the contract period for breach of any terms and conditions at any point of time during the last three years.	
16.	Whether the Bidder's Earnest Money Deposit and/or Security Deposit have been forfeited by Regional Director, SAI, or central/state Govt. or any central/ State PSU /Statutory clients during the last three years, for breach of any terms and conditions.	
17.	Whether the proprietor/any of the partners of the Bidder firm/any of the Directors of the Bidder company have been at any time, convicted by a Court for an offence involving moral turpitude.	

- Furnish self-attested copies of the work order/ copy of the Certificate issued by client /contract/agreement issued by the organizations for which the tenderers executed the contract. And
- A declaration by way of an Affidavit duly notarized in support of having successfully completed the assignments
- Self attested copies of the Audited Profit & Loss Accounts and Balance Sheet of the immediate preceding five financial years (2014-15, 2015-16& 2016-17) and the documentary proof of the PAN.

**The experience/details will not be counted / reckoned for evaluation unless supported by sufficient documentary evidence.*

SCHEDULE - I

DECLARATION (on company Letter head)

I Son/Daughter/Wife of _____ is the authorized representative of the bidder firm and I am competent to sign this declaration and execute this Tender document.

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

The information/documents furnished along with the above Tender 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 or incorrect information/fabricated document would lead to rejection of my Bid at any stage without prejudice to any other rights that the client may have under the Contract and Law.

I further undertake that the personnel deployed under the contract services upon completion of work will be removed from the complex and the entire responsibility of such personnel will be that of the tenderer.

I/We do hereby declare that I/We shall be bound by the act of my/our duly constituted attorney, Mr./Ms and of any other person who in future may be appointed by me/us in his place to carry on the business of the concern whether any intimation of such change is given to the Regional Director, SAI.

Yours faithfully,

(_____)

Signature of Tenderer
(Capacity in which signing)
Seal

BANK GUARANTEE FORM FOR BID SECURITY

Whereas _____ (hereinafter called the "Bidder") has submitted its quotation dated _____ for the service of _____ (hereinafter called the "Bid") against the Sports Authority of India's Bid Reference No. _____ Know all persons by the represents that we _____ of _____ (Hereinafter called the "Bank") having our registered office at _____ are bound unto

_____ (hereinafter called the "Sports Authority of India) in the sum of _____ for which payment will and truly to be made to the said Sports Authority of India, 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 Sports Authority of India 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 Sports Authority of India up to the above amount upon receipt of its first written demand, without the Sports Authority of India having to substantiate its demand, provided that in its demand the Sports Authority of India 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

Letter of Authorization for attending bid opening Meeting (on Company Letter Head)

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 recovered.

To

The Regional Director
Sports Authority of India,
Gandhinagar

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.	
Supplier's Account No.	
Type of Account	

IFSC code for NEFT	
IFSC code for RTGS	
Supplier's name as per Account	
Telephone no. of supplier	
Supplier's E-mail ID	

[Signature with date, name and designation]

For and on behalf of Messrs _____

[Name & address of the service provider]

Confirmed by Bank:

Enclose a copy of Crossed Cheque

(SELF DECLARATION ABOUT NON-BLACKLISTED)

To,

Dear Sir,

We confirm that we have not been put on holiday list/ black-listed by any Central & State, Local, Government/Semi Government/PSU Companies, Organization and group companies in any State or Union Territories since last 2 years.

In case it was found at any stage by SAI that bidder has produce false declaration knowingly/unknowingly, agency will held direct responsible for it and SAI has all the rights to take any legal and appropriate action against the bidder.

In such case contract will be terminate immediately and entire EMD amount/ security deposit will be forfeit by SAI. Further appropriate action will be also taken accordingly.

**(Sign & Stamp of bidder
(By Authorized Signing Authority)**

SCOPE OF WORK (SCHEDULE –I)

(This is an Illustration only- detailed SOW as per site requirement to be given by the respective center)

The contractor shall have to provide the security services in the Sports Authority of India campus Gandhinagar. The contractor shall ensure protection of the personnel & property of the Department, prevent trespass in the assigned area with/without arms, perform watch and ward functions including night patrol on the various points and to prevent the entry of stray dogs and cattle and anti-social elements, unauthorized persons and vehicle into the campus of the Department building.

DUTIES AND RESPONSIBILITY OF SECURITY STAFF:

1. The Security Supervisor will be responsible for overall security arrangement of the concerned Department covered in the contract.
2. Security Supervisor will ensure that all the instructions of the administration are strictly followed and there is no lapse of any kind.
3. No outsiders are allowed to enter in the building without proper Gate Pass issued by the Authorized Officer of the concerned Department.
4. No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the employer for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
5. The officers and staff of the Department will keep the Identity cards with them got checking and allowing entry by the security personnel.
6. Deployment of Guards/Security Supervisors will be as per the instructions of the authorities of the Department and the same will be monitored personally by the concerned authorities from time to time and will be responsible for its optimum utilization.
7. Security personnel deployed in the premises on holidays and Sunday s will be assessed as per actual requirement and the number of personnel will be suitably reduced.
8. The Security Supervisor/Guard will also take round of all the important and sensitive points of the premises as specified by the Department.
9. Security personnel shall also ensure door keeping duties.
10. The Guards on duty will also take care of vehicles, scooters/motorcycles/bicycles parked in the parking sites located within the premises of the Department.
11. Entry of the street-dogs and stray cattle's into the premises is to be prevented. It should be at once driven out.
12. The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises.
13. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle's.
14. The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire fighting material available on the spot. They will also help the fire fighting staff in extinguishing the fire or in any other natural calamities.

15. In emergent situations, security staff/supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of the Department. Guards/Supervisors should be sensitized for their role in such situations.

16. The Security Supervisor/Guards are required to display mature behavior, especially towards female staff and female visitors.

17. The Security Guard on duty shall not leave the premises until his reliever reports for duty.

18. Any other provisions as advised by the Department may be incorporated in the agreement. The same shall also be binding on the contractor.

(Name & signature of tenderer)

With stamp of the firm

Format of Contract Agreement

For providing Security services

Between

Sports Authority of India (SAI)

And

[Name of Agency]

Date

CONTRACT AGREEMENT FORM

This agreement is made this day.....day of2015 BY ANDBETWEEN the _____, Sports Authority of India acting through <<Insert Name and Designation>>, Sports Authority of India, a Society registered under Societies Registration Act,1860 having its office at Jawaharlal Nehru Stadium Complex, Gate No. 10 (East Gate), next to MTNL Building, Lodhi Road, New Delhi-110003 (hereinafter referred to as "SAI" which expression shall unless repugnant to the context or meaning thereof, includes its successor-office and assigns) of the ONE PART:

AND

(Name of Company) having its registered office at (Address of the Company), represented through <<Insert Name and Designation>> who is duly authorized to execute this Agreement) hereinafter referred to as 'Supplier' which expression shall unless repugnant to the context or meaning thereof, includes its successor- office and assigns) of the SECOND PART:

WHEREAS the firm shall and will executive the work details of which are given in clause of Section I to this office Bid reference No.....datedat the rate quoted by the firm vide their proposal.....dated..... and as per all the terms and conditions given in Invitation for Bid (IFB)dated.....and the Bid Document for providing security services which shall become part and parcel of this agreement.

That the bidder would raise demand and the payment shall be done in accordance with the relevant Clause of this Contract The Performance Security would be en-cashed by "SAI" in case the firm fails to deliver services to the extent as stipulated in the contract and/or breaches of any of the terms and conditions of this contract.

Signatory on Behalf of Sports Authority of India

(Signature, name and address

of the Sports Authority of India's authorized official)

For and on behalf of Director General, Sports Authority of India

Received and accepted this contract

PART- B

PRICE BID

To

The Regional Director,
Sports Authority of India,
Gandhinagar

Dear Sir/Madam,

1. I/We, submit the online price bid for appointment as Security Agency for providing security services at the designated complexes as per **Schedule – I**.
2. I/We have thoroughly examined and understood all the terms & conditions as contained in the Tender document and agree to abide by them.
3. I/We hereby offer to provide Man guarding Security Services to be paid as per the rates as indicated in the schedule I of price Bid. The service charges quoted by us include charges for deployment and maintenance thereof to be provided under the contract. Further I/We undertake that the security personnel engaged would be paid minimum wages notified by the Central Government and all statutory payments as fixed from time to time, except service charges, during the entire tenure of the contract.
4. I/We undertake that I/We are not entitled to claim any enhancement of service charges on any account during the tenure of the contract.
5. I offer to work at the rates as indicated in the price Bid, inclusive of all applicable taxes except GST.

Yours faithfully,

Signature of Tenderer

(Capacity in which signing)

Seal

SCHEDULE OF PRICE BIDS

The below mentioned Price bid format is provided at <http://eprocure.gov.in> Tenderers are advised to quote their offer/rates in the permitted column in the Price bid.

Price Bid for Man guarding Security Services) at SAI Complex Gandhinagar

AS PER SEPARATE SHEET