

Sports Authority of India

**Bidding Document
For
Security Services
Among the Agencies Sponsored
By DGR holding PSARA Certificate**

Tender

Sports Authority of India
(Ministry of Youth Affairs & Sports)
**Nejaji Subhas Eastern Centre,
Salt Lake City, Sector – III,
Kolkata – 700 098**

Website: www.sportsauthorityofindia.nic.in

It for services from DGR sponsored security agencies towards the deployment of security guards at the following stadium / location of Sports Authority of India (SAI) on contractual basis for one year and extendable only to another one more year subject to the services being found satisfactory.

Sl. No.	Name of Stadium / Location & Address	No. of Personnel	Description/ scope of work
1.	Director Incharge, Sports Authority of India, Netaji Subhas Eastern Centre, Salt Lake City, Sector – III, Kolkata- 700 098. Contact No.25692004.	Total 45 including supervisors	Annexure – II

Tenders are invited from the DGR sponsored security agencies / companies / corporations having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA.

1. **Time Schedule of Tender:**

Sl. No.	Particulars	Date
a)	Date & Time for sale of Bidding Document	On all working day between 08.04.2016 to 25.04.2016 from 10.00 AM to 4.00 P.M.
b)	Place of sale of Bidding Document	Sports Authority of India, NS Eastern Centre, Salt Lake city, Sector – III, Kolkata – 700 098.
c)	Place of receipt of Bid	To be dropped in Tender Box, placed at GAD Department, Sports Authority of India, NS Eastern Centre, Salt Lake city, Sector – III, Kolkata – 700 098.
d)	Closing date and time for receipt of Bid	28.04.2016 upto 1.00 P.M.
e)	Date & Time of opening of Techno Commercial Bid	28.04.2016 at 3.30 P.M.

2. **Contract Performance Guarantee (CPG)/ Bank Guarantee:** DGR sponsored ESM are not required to deposit Earnest Money (EMD). However, as per the nature of service and prevalent practices of Sports Authority of India, Netaji Subhas Eastern Centre, Salt Lake City, Sector – III, Kolkata- 700 098, a DGR sponsored ESM may be asked to deposit Contract Performance Guarantee (CPG) or Bank Guarantee (Annexure – II) up to a maximum limit not exceeding 10 percent of One month's wage bill. The Performance Guarantee will be deducted from the ESM's Monthly service charges in installments as mutually agreed by the ESM and the Sports Authority of India, in line with the DGR Operating Guidelines (No.28(3)/2012-D (Res-1) of GoI, MoD dated 09 July,2012).

3. **Clarification of Bid:** The bidder may seek clarification within the specified period which will be clarified by the management on relevant queries as far as possible.
4. **Acceptance:** The bidders have to accept the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and tender document, undertakings in order to become an eligible bidder. This will be part of the agreement.
5. **Eligible Bidders:** Government of India vide Department of Public Enterprises office Memorandum Number 6/22/93-GL-15-DPE(SC/ST) dated 01 Feb 1994 and amended from time to time has instructed all Central Public Sector Undertakings / Enterprises (CPSU / CPSEs) to take security cover from Security Agencies Sponsored by Directorate General Resettlement (DGR), SPORTS AUTHORITY OF INDIA since follows the procedure of seeking sponsorship from DGR and adheres to Office Memorandum No.28(3)/2012-D(Res-1) of GoI, MoD dt.09 July 2012 in supersession of all earlier orders / instructions issued by DGR and MoD.

The eligible bidder is thus the ESM(C) Security Agency / State Govt. owned ESM Corporations duly Sponsored by the DGR for the aforesaid work.

6. **Empanelment:** DGR will follow their standard procedures for registration / empanelment of security agency scheme, DGR issues Empanelment Certificate and Number which is the basis of determination of seniority in case of awarding contract when the rates quoted by all the participants is same [as per Section 22(b) of the DGR Operating Guidelines].

Status of Empanelment reflects on the DGR website and the change in status need to be mentioned by the empanelled security agency proprietor on a routine basis. It will be the responsibility of the ESM (O)

to resolve issues related to “Disempanelment” of “Held-in-abeyance” on a bipartite basis with DGR authorities.

7. **Validity of Sponsorship:** Since the sponsorship will be valid for 2 years up to the age of 60 years of ESM(O), whichever is earlier, it is therefore, pertinent on the behalf of ESM(O)/ Proprietor of Security Agency to advance, so that a new sponsorship is sought in time.
Since the empanelment needs to be renewed every 3 years, the empanelment status should be informed by ESM(O) / Proprietor to Sports Authority of India in advance, in case if the empanelment renewal or lapse is due in the current year, SAI has no role for empanelment.
8. **Dis-empanelment / Held-in-Abeyance:** If the Security Agency / Companies are removed from the active panel of DGR or are Held-in-abeyance under any condition, the issue shall be brought to the notice of Sports Authority of India being the principal employer. The issue should be solved between DGR and the ESM(O) Proprietor Security Agency on priority and the status of progress on this matter should be shared with the SAI on a monthly basis.
9. **Security Agency /Corporation Office Set up:** A regular local office should be setup in an authorized area, manned during the office hours in the state of operation. The office should have landline telephone and fax. All correspondence will be sent at the office address held with DGR. Proof of local address to be submitted.
10. **License under Private Security Agencies (Regulation) Act 2005:** The DGR sponsored Security Agency should submit alongwith the bid document all the relevant documents / licenses required under the PSARA Act 2005 for a license for operation in the state as applicable from time to time.

11. **Labour License:** The DGR sponsored Security Agency shall obtain a labour license for engagement of contract workmen in accordance with the government order on the subject, and submitted to Sports Authority of India within first 30 days of award of contract.
12. **EPF & ESI Accounts:** The DGR sponsored Security Agency shall open EPF & ESI account in the State of Operations within 30 days of award of contract. It is however preferred that the PF Accounts of the Security Guards employed by the previously contracted Security Agency is maintained, in case the same security guards are engaged again. For this purpose, liaison needs to be made between the incumbent and previously contracted Security Agency within the first 30 days of award of the contract, so that an uninterrupted transition of ESI & EPF subscription takes place.
13. **Employment of Security Personnel:**
- (a) **Definition of ex-Servicemen (ESM):**
- The eligibility of the retired Defence personnel to the status of ex-Servicemen is governed by the definition as laid down by DGR.
- (b) **Proof of Ex-Servicemen:**
- Copy of the "Record of Service" of the Ex-Servicemen employed will be compulsorily duly attested by the OIC/Authorized signatory of the Station Headquarter of "Zilla Sainik Board" of the area / district headquarters. Verification of the antecedents of Security Guards so engaged is the responsibility of the ESM(O) Security Agency.
14. **Quota of Guards:**
- As per DGR Guidelines, the quota for each sponsored Ex-Servicemen Security Agency will be upto 120 guards per year and for ESM Corporations it will be not more than 100 guards per year, however in order to cater to the additional requirement of Sports Authority of India the Security Agency will have to provide the same.

15. **Extension of Sponsorship:** Before expiration of sponsorship, Sports Authority of India will send requisition to the DGR for New Sponsorship of security agencies. ESM (O) Security Agencies shall work on extension till such time a new sponsorship is sent by the DGR and the work is awarded through the Tender Procedure.

16. Wages:

(a) **Wages:** All employees engaged by DGR sponsored Security Agency for security work at SAI will be paid wages in accordance with minimum wages notified by DGR from time to time.

(b) **Service Charges:** The DGR sponsored Security Agency should quote minimum service charges @ 14% or as prescribed by the DGR from time to time.

(c) **Bill:** The monthly payment of the security agency shall be made by SAI on submission of bill in duplicate with deploying authority duly pre-receipted within 15(fifteen) days from the date of submission of bill completed in respects, unless otherwise the control of the SAI is unable to make payment due to reasons beyond its control which also include Strike, Law & Order issues, Festivals or any other reasons. The payment shall be made as per the details of the proforma specified, where shifts and date wise presence of security guards will have to be marked as "P/A" whichever is applicable. The attendance sheet should be personally signed by the security personnel on duty and copy of personally signed by the security personnel on duty and copy of which should be enclosed alongwith the bill. If the concerned in charge doesn't agree to the details incorporated in this chart (regarding absence or presence of guards etc. in any shift), he will mark "A" by red ink against the marked "P" and corresponding correction will be made from the bill to this effect by the Security Agency before submitting the bill. The duly signed proforma in duplicate will have to be submitted by the Security

Agency before submitting the bill. The duly signed proforma in duplicate will have to be submitted by the Security Agency under a covering letter addressed to the concerned authority's office for raising the monthly bill. Under no circumstances, clearance of the bill of Security Agency has any link with the payment of wages to the Security Personnel on due date by Security Agency.

(d) The Security Agency will be responsible for making monthly wage payment directly to the Security Personnel engaged by them. Payment to security guards / supervisors by the Security Agency will be done by ECS/Cheque. In case the salary is not paid by ECS/Cheque due to compelling reasons, DGR will be intimated accordingly by the Security Agency under intimation to the Principal Employer.

(e) No TA/DA, Overtime or any Service Liabilities will be payable by the Sports Authority of India to the Security Agency.

(f) **Bill Enclosures:** The following documents need to be enclosed alongwith the Bill, in order to ensure acceptance towards payment of the same.

- (I) Copy of Attendance for the Month against which bill is raised.
- (II) Copy of ESI & EPF contribution receipt of last month.
- (III) Copy of Attendance Roll, duly signed by all Security Guards.
- (IV) Copy of Cheque confirming payment of Guards through Bank.

17. Apart from the above, the authorized representative of Sports Authority of India may also audit the EPF & ESI accounts of Security Guards deployed by the ESM (O) Security on-line. Proprietor / Representative of the Security Agency shall provide the Login details and assist in such audit. In case of unresolved queries on discrepancy(ies) observed during such audit, user department will have

a full right to withhold the bill, till such time the query is answered correctly.

18. Reports and Returns:

(a) Award of Contract: Sports Authority of India will forward the names of the DGR sponsored ESMs who have been awarded contract within 30 days of commencement of contract, alongwith the number of guards allocated. Similar report will also be submitted by the sponsored DGR ESMs concurrently. ESM Corporation will also follow the same procedure unless specifically exempted.

(b) Strength Return: A six monthly return (as on first January and first July of each year) of the number of guards employed by the Security Agency / ESM Corporation is required to be submitted to DGR by the ESM/ESM Corporation with countersignature of authorized signatory of Sports Authority of India.

19. Functioning of Security Agency:

(a) The security agency shall carry out, perform & observe the provisions of the Minimum Wages Act, Workmen Compensation Act, Employees Liability Act, Industrial Dispute Act, Employee State Insurance act, Employees Provident Funds Miscellaneous Provisions Act 1952, PSARA Act 2005 and / or any other enactments already enforced of t be passed by the Parliament or State Legislature and any Rule enacted there under by appropriate Government, duly accepted by them in any way affecting the personnel deployment by Security Agency as applicable from time to time.

(b) Percentage of ESM: As per DGR Operating Guidelines, at least 90% ESM should be employed by the individual ESM(O) Security Agency and 100% by the State ESM Corporations. However, SAI mandates deployment of 90% ESM Security Guards for deployment at Sports Authority of India.

- (c) The Security Agency will provide the Pay Slip to the security guards and produce the proof of payment “Aquittance Roll” of wages paid to its security personnel for each month to Sports Authority of India.
- (d) Any or All Security Guards so deployed by the Security Agency in a particular place may be demanded by Spots Authority of India, to be replaced by similar personnel for any reason whatsoever at the discretion of the concerned head of the site.
- (e) **Documentation:** The security Agency shall deploy Ex-Servicemen with age limit as defined in the PSARA Act 2005 / as per DGR, who are having their Discharge Book and Medical Fitness Certificate with them. The Bio-data of ex-servicemen to be deployed by the Security Agency be furnished to SAI before their posting and on approval of their Bio-Data by SAI, the Ex-Servicemen Security Personnel of the Security Agency may be engaged.
- (f) **Police Verification** : the Security Agency for deployment of Non-ESM Security Guards, must provide the Police Verification Certificate / Character certificate / NOC issued by the Police Officer of their respective domicile or current residential address, along with a valid identity card (PAN Card/ Driving License/ Voter ID/ Adhaar Card) and experience letter of the previous security (if any) alongwith their Bid-data.
- (g) In both the instances 19(d) & (e) above, the Security Guards shall be deemed to be the employees of the Security Agency for all intent and purpose.
- (h) The deployment of the total number of Ex-Servicemen Security Personnel may be increased or decreased at any point of time at the sole discretion of the SAI and the security agency shall not be entitled to claim any compensation in case of such decrease of

number of personnel. The Security Agency shall, however, be entitled to receive payment on the same rates mentioned hereinafter if the number of security personnel is increased at anytime by the SAI.

- (i) **Equipments:** The Security Agency will provide their Security Guards with Lathis, Torches, Whistles and mobile for them to discharge their duties.
- (j) **Age of Security Guard and Supervisor:** The upper age limit of a Security Guard and Supervisor will be 65 years in consonance with PSARA Act 2005 / as per DGR.
- (k) **Physical Fitness:** The Security Guards engaged for work at the premises of Sports Authority of India, must be of should physical & mental health. A medical Certificate from a Registered Medical Practitioner should be enclosed alongwith the Bio-data and other documents at the time of engagement of Security Guards at the place of work.
- (l) Leave / Station leave of the Security Personnel of the Security Agency will be controlled by the Security Agency with proper alternative arrangements and with due intimation to the concerned site in-charge, well in advance. Proper replacement / relief of the duty shall be made against the leave vacancy.
- (m) The outfit of the security personnel to be deployed by the security agency will be provided by the security agency and all Security Personnel on duty will have to be in the proper Uniform at all the time. The Security Agency may deduct Uniform Allowance from the wages to provide a good quality uniform for the Security Guards.

20. Extent of Liability:

- a) The Security Agency is the employer of the security guards for all the purposes who have been appointed, supervised and controlled by the security agency. There cannot be employer of employer and SAI will not be the employer of Security Agency in any case. Therefore, the Security Agency will be the legitimate Employer of Security Guard for any and all purposes. In case of any dispute arising out between Security Guard/s and Security Agency with respect to payment of wages, wage rate, condition of work, PF, ESI and/or any other reasons whatsoever, the sole responsibility shall lie with the Security Agency to resolve the same, without any impact to the functioning / work at Sports Authority of India. The SAI will disburse wages as per the DGR Operating Instruction and updates on DGR website from time to time and if for any reasons any extra payment or difference of wages is demanded by security guards, the onus of payment will lie with the Security Agency.

- b) The Security Agency shall be responsible for the security of the Site and Premises of the SAI, its executives and employees, including all its equipment and accessories and materials etc. At posting sites from all losses by the mean of theft or pilferage. The security agency shall also be responsible for the security of the belonging for the security of the belongings of the Management and other property. Further, the Security Agency will also assist the management of Sports Authority of India for taking up and pursuing with the Police Authorities of all matters in connection with lodging FIR, Investigation, Enquiry etc.

- c) The Security Agency shall be solely responsible and liable for payment of all remuneration / allowances and for giving all other benefits to the Ex-Serviceman / Non ESMs personnel to be deployed by the Security Agency in the sites after-mentioned of the Sports Authority of India.

- d) In the event of Security Agency committing any default or any breach of any of the provisions as formulated in the foregoing clauses and all the provisions and any of the clauses mentioned in the NIT, or any other enactments passed or to be passed by the parliament or state legislature which applied or effects the Ex-Servicemen of the Security Agency, including the Workmen Compensation Act 1923, the security agency shall indemnify the SAI against any liability that may have to be incurred by it by way of implementing all such impositions in the case of the personnel deployed or to be deployed by the security agency.
- e) Guidelines & instructions as per agreement shall be followed strictly by the Security Agency and the Spots Authority of India as well.
- f) If any Personal other than Ex-Servicemen is deployed by the security agency as Specified in the foregoing clauses, such deployment shall mean that the agency has failed to deploy guards in the requisite numbers at the site and the Penalty shall be imposed.
- g) The security agency shall be responsible for proper payment of wages to its personnel and maintain such records as required under the relevant status and instructions of the Directorate General of Resettlement, Ministry of Defence, Govt. of India and the Security Agency shall have to produce the same to the Sports Authority of India, if required.

21. Penalty:

- a) Deployment of Excess Non-ESMs: In case it is found out that the Security Agency is deploying more than the sanctioned strength of Non-Ex-Servicemen, SAI will not make payment towards such excess deployment of non-ESM. If it is repeated by the agency a penalty of 5% of the monthly bill will be levied in addition to non-payment of such ESM. On the third occasion, the services of the agency can be terminated without any compensation.

- b) **Absence:** If any shift of any site goes without any guard or if there be any shortfall of any guard at any point of time, a deduction proportionate to the wages rates of that period will be made from the monthly bill of the Security Agency. If any alternative arrangement is made by the Sports Authority of India to post guard during such period and in case any theft or loss to the property of Sports Authority of India occur during such period of absence of security guards, the Security Agency shall be liable to pay compensation to SAI to the extent of the loss.
- c) **Theft / Loss :** In the event of any theft, burglary, pilferage, larceny or damage to the materials or the property of the Sports Authority of India, the Security Agency shall be liable to make good the loss, unless it is established that in spite of all possible measures taken by the Security Agency and its Security Personnel on duty, the same could not be avoided. The Security Agency shall also take adequate measures to prevent repetition of such incidents in addition to their responsibility as embodied in the foregoing clauses. The SAI will be competent to recover such losses from Security Agency in any form.

22. **Conclusion of Contracts :**

- (a) SAI as the Principal Employers will ensure that the contracts are concluded as per the Guidelines and will strive to finalize contract within three months of issue of sponsorships.
- (b) In an eventuality of all the DGR Sponsored ESMs quoting the same rates the contract under consideration should be allotted to the senior most DGR sponsored ESM as per empanelment number.
- (c) In case the Principal Employer decides to cancel the tender then the sponsorship letter will be treated as cancelled.

(d) Agreement between the Principal Employer and the DGR sponsored ESM should be for a period for which the DGR has sponsored the ESM/ESM Corporation. RE-sponsorship will follow the same procedure as sponsorship.

23. Legal Aspects:

(a) “Ignorantia juries non excusat” or Ignorance of Law is no excuse, hence the proprietors should have thorough knowledge of contract and Labour Laws and other statutory components as revised from time to time.

(b) Antecedents of ESM being employed should be ascertained by the Security Agency. The ESM employed by the DGR sponsored agency should fill proper requirement forms. The terms of engagements of security guards must be clearly spelt out in writing by the Security Agency.

(c) The Security Agency will present himself in person for all dealings with Principal Employers. No dealing through representatives or Power of Attorney is permitted.

24. (i) ELEGIBILITY CRITERIA: THE BIDDERS ARE REQUIRED TO FURNISH THE FOLLOWING INFORMATION:

a) **Permanent Account Number (PAN):** The bidder should possess Permanent Account Number (PAN) issued by Income Tax department, Govt. of India.

b) **Sponsorship letter from DGR:** The bidder must be a DGR sponsored Agency/company/Corporation for the work.

c) **Empanelment Certificate:** The bidder should possess certificate of empanelment issued by the DGR in his favour for the subject service.

- d) The agency will declare in writing that they will abide by the instruction mentioned in the sponsorship letter issued by DGR (Annexure-III).
- e) The bidder should possess Valid Service Tax Registration.
- f) The bidder should possess EPF Registration.
- g) The bidder should possess ESI Registration.
- h) The DGR sponsored security agency is permitted to obtain contracts based on the PSARA Acknowledgement (Para 12 of Office Memorandum no.28(03)/2012/D(RES-I), dated 16th January 2013] as per point 10s of the bid document.
- i) The bidder should confirm to point no.12, 13 and 14 of the bid document.
- j) **Service Tax Status of Bidder:** The bidder should be in possession of Service Tax Registration Certificate and must quote TIN No. in every communication / transaction with the Sports Authority of India & Service Tax Registration No.
- k) The bidder should possess Valid Labour License. If not available, the same to be submitted within 30 days of the award of contract.
- l) The bidder should possess Valid Security License issued by the concerned department.

Note: Non submission of the above mentioned documents will amount to rejection of the bid.

25. At the second stage, the financial bids of only those bidders who qualify in the technical bid will be opened for which the date and time will be intimated later on. The Tender Evaluation Committee (TEC), after the evaluation the Financial Bids, will give its specific recommendation(s)

regarding the lowest responsive bid, which is to be selected alongwith a comparative statement duly signed by the Member of the TEC. However, in case all the sponsored agencies quote the same rate, the senior most agency indicated in the sponsorship letter of DGR will be awarded the contract as per DGR guidelines which states that “In an eventuality of all the DGR sponsored agencies quoting the same rate, the principal employer should award the contract to the senior most sponsored agency”.

26. Submission of Bid:

- (i) Bidding document may be purchased on payment of non-refundable cost of **Rs.1,000/- (Rupees one thousand) only** in the form of account payee Demand Draft / Pay Order / Banker’s Cheque, drawn in favour of “SAI NSEC Calcutta” payable at Kolkata.
- (ii) If requested, the Bidding Document can be mailed by Registered Post / Speed Post to the domestic Bidders, for which extra expenditure per set will be Rs.100 towards postage charges. The Bidder is to add the applicable postage cost in the non-refundable cost mentioned in Para-(i) above.
- (iii) Bidder may also download the bidding document from the SAI website www.sportsauthorityofindia.nic.in and submit its Bid by utilizing the downloaded document, alongwith the required non-refundable fee as mentioned in Para – (i) above.
- (iv) Bidders shall ensure that their Bids, complete in all respects, are dropped in the Tender Box placed in the office of Regional Director, Sports Authority of India, NS Eastern Centre, Salt Lake City, Sector – III, Kolkata – 700 098 on or before the closing date and time as indicated in the Para – 1 (Time Schedule of Tender) above, failing which the Bids will be treated as late and rejected.
- (v) In the event of any of the above dates being declared as a holiday / closed day, the Bids will be received / opened on the next working day at the mentioned time.
- (vi) The Bidding Document is not transferable.
- (vii) **Letter of Bid (Annexure – I)** : This will be the covering letter of the bidder for his submitted bid.
- (viii) **Price bid**: The Price bid to be submitted as per Annexure IV.

27. After evaluation of Technical Bid, all the bidders will get the information regarding their eligibility, the date & time of opening of Price-bid etc. through e-mail/ speed post.
28. After opening of Price-bid, the list of documents required to be submitted by L-1 bidder as enlisted in the NIT will be specified. The L1 bidder will get this information shall be sent by system generated e-mail / Speed Post, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board at least once daily after opening of Price-bid. No separate communication will be required in this regard. Non-receipt of email / Speed Post will not be accepted as a reason of non-submission of documents within prescribed time. The bidder will submit the scanned copy of self-certified and attested by notary public of all the specified documents in support of the information / declarations furnished by them within the specified period of 7 days. An affidavit on a non-judicial stamp paper of minimum value of Rs.10/- regarding genuineness of the information furnished by L-1 bidder and authenticity of the documents submitted in support of eligibility, as per the format given in the bid document at Annexure – III.
29. The Tender Committee will examine the documents against information / declaration furnished by the L-1 bidder. If it confirms to all of the information / declaration furnished by the bidder and does not change the eligibility status of the bidder then the bidder will be considered eligible for award of contract.
30. **One Bid per Bidder:** Each Bidder shall submit only one Bid per centre. A Bidder who submits or participates in more than one Bid per centre will cause all the proposals with the Bidder's participation to be disqualified. The security agency can bid only for those centre/centres for which it was sponsored by DGR.

31. **Cost of Bidding:** The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible and liable for those costs.
32. The tenderer shall closely study all specifications in detail, which govern the rates for which the bid is being submitted.
33. **Currencies of Bid and Payment:** The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees (INR) only.
34. The contract will be for one year and extendable only to another one more year subject to the services being found satisfactory. The contract will be from the date of issue of award of contract or the date of execution of agreement, whichever is later.
35. On completion of the contract all items / materials of the SAI and possessed by the security guards during operation, if any must be returned / handed over to the SAI and the agency shall intimate officially of having completed the contract as per agreement.
36. The agency will deploy the security guards in as many numbers as per contract/ agreement on the sites / location points suggested by the concerned Administrator / Incharge of the location.
37. SAI Reserves to increase / decrease the security personnel upto 25% of the number of security personnel on contract.
38. Change in Constitution of the Contracting Agency: Prior approval in writing of the SAI shall be obtained before any change is made in the constitution of the contracting agency, otherwise it will be treated as a breach of Contract.

39. Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection.
40. The bidder, whose bid has been accepted, will be intimated by speed post/registered post by the employer prior expiration of the bid validity period. On receipt of Letter of Acceptance (LOA) / Order issued by the SAI, the successful tenderer shall execute contract agreement in the SAI's prescribed form (**as per Annexure – V**) for the due fulfillment of the contract.
41. **Bid Validity:** The validity period of the tenders shall be 120 (One Hundred Twenty) days from the end date of bid submission.

In exceptional circumstances, prior to expiry of the original time limit, SAI may request the bidders to extend the period of validity for a specified additional period. The SAI request and the bidder's responses shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid.

42. Bidders may withdraw their bids within the end date of bid submission. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in this tender. For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority.
43. The SAI reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.
44. This Tender Notice shall be deemed to be part of the Contract Agreement. The Empanelment Certificate, PSARA Acknowledgement, Office memorandum 28 (3)/2012/D(RES-I) dated 16 January 2013,

other document uploaded on portal as NIT document forms an integral part of this NIT and shall also form a part of the contract agreement.

45. No subletting of the contract as a whole by the contractor is permissible.
46. The tenderer shall have to ensure implementation of DGR guidelines in respect of EPF, if applicable, in respect of the security guards deployed by him as detailed in the tender document.
47. The SAI reserves the right to reject any or all the tenders without assigning any reasons whatsoever.

Tender Inviting Authority

Director Incharge
SAI NSEC Kolkata
On behalf of DG, SAI

Annexures

The tender document consists of the following Annexures:-

Annexure – I	Format of Letter of Bid
Annexure – II	Scope of Work
Annexure – III	Proforma for Affidavit to be submitted by L-1 Bidder
Annexure – IV	Price Bid
Annexure – V	Proforma for Execution of Agreement on Stamp Paper
Annexure – VI	Proforma of Bank Guarantee in lieu of Performance Security
Annexure – VII	Format for e-Payment

**Format of Letter of Bid
ON LETTER HEAD OF BIDDER**

To

Sub: Letter of Bid for “Providing of ex-servicemen security guards by the DGR Sponsored Security Agency towards security deployment”.

Ref.: 1. NIT No:..... Dated:
2. Tender Id No:.....

Dear Sir/Madam,

I/We offer to provide of ex-servicemen security guards by the DGR Sponsored Security Agency towards security deployment at SAI, NSEC, Kolkata & STC Kolkata as per our Bill of Quantity submitted in accordance with the conditions of the NIT document as available in the website.

The Bid and your subsequent Letter of Acceptance / Work Order shall constitute a binding contract between us.

I / We hereby confirm our acceptance of all the terms and conditions of the NIT document unconditionally.

If any information furnished by me / us towards eligibility in the tender is found to be incorrect to any time, penal action as deemed fit may be taken against me / us for which I / We shall have no claim against SPORTS AUTHORITY OF INDIA.

Signature
(Authorized Signatory)

Name.....

Office Stamp & Date

1. Name of Authorized signatory:
2. Type of Authorization:
3. Name of the Bidder:
4. Address:
5. e-mail Address :
6. Mobile/Telephone Number:
7. Fax Number:
8. Place:
9. Date:

SCOPE OF WORK

- (a) Round the clock complete safety and security of the campus with emphasis to the indentified sensitive points as under:-
- (1) Main Gate including Electric Sub Station, DG Set Room and Astroturf Area
 - (2) Gate No – 2 / Swimming Pool
 - (3) STC, L.A. Block, Salt Lake City, Kolkata
 - (4) Academic Building
 - (5) Administrative Building
 - (6) Regional Girls Hostel
 - (7) Swimming Pool area
 - (8) Regional Boys Hostel
 - (9) Millennium Hostel
 - (10) Guest House / R. D. Bungalow
 - (11) Over Head Water Tank and behind staff quarter
 - (12) Medical Centre
 - (13) ITC / Judo / Billiards
- (b) The Security Agency deployed will ensure that no unauthorized entry will be allowed inside the sports complex. Any attempt at trespass or forcible entry should not be allowed, and immediately brought to the notice of the Administrator.
- (c) The Security Agency will check and verify accompanied and unaccompanied bag or baggage or articles lying at any place in or immediately near /around the premises to ensure that no material comes inside the complex which can result in loss of life and property.
- (d) The Security Agency will ensure that all the gates and all doors and windows are properly monitored to prevent unauthorized entry into the sports complex, including after office hours and holidays.

- (e) The security guards will also ensure that all non essential lights are switched off after office hours and on holidays.
- (f) In case of incoming and outgoing stores from the sports complex, the same will be checked for quality/corroboration with the challan/valid gate pass issued by the authorized officer of the Director Incharge. A stores register both incoming/outgoing stores will be maintained at the gate and submitted at such intervals as may be directed by the Director Incharge.
- (g) A proper register will be maintained for marking entry and exist of all vehicles, including the vehicle numbers. They will ensure proper Parking of Vehicles in the designated area in the complex.
- (h) Safety of SAI equipments and belongings and monitoring of office premises preserving order and decorum on day to day basis and at functions etc. and all whatever else may be involved in the security arrangements.
- (i) To provide additional security services on special functions at a short notice as per requirement and ensure that they are properly briefed and turned out as directed by the Director Incharge.
- (j) The security personnel should be well adapted and trained to handle modern fire fighting systems available in the complex.
- (k) The security personnel deployed must ensure that no unauthorized structure comes up within or outside the periphery of the SAI Eastern Centre Complex & STC Kolkata Complex. Each shift Supervisor shall brief the Director Incharge about routine arrangements, as well as bring to the latter's notice any untoward incident or any case worth informing concerning security of the complex.

PROFORMA FOR AFFIDAVIT TO BE SUBMITTED BY THE L-1 BIDDER

To be submitted on Non-Judicial Stamp Paper (minimum value of Rs.10) for genuineness and authenticity of the information / documents furnished by bidder on-line in support of eligibility.

AFFIDAVIT

I, Mr./ Ms. / M/s..... (Name of the Bidder).

Solemnly declare that :

1. I have submitted Tender for the Work
..... Against Tender ID
..... dated.....
2. All information furnished by me in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.
3. All copy of documents submitted by me in support of the information furnished by me towards eligibility, are valid and authentic.
4. I hereby declare that I shall abide by the all the terms and conditions laid down by DGR and stipulated in the NIT.
5. If any information furnished by me towards eligibility, is found to be false/incorrect at any time, the department may cancel my Tender and action as deemed fit may be taken against me, including termination of the contract, banning/delisting of my firm.
6. I have never been banned or delisted by any Govt. of Quasi Govt. Agency or any Public Sector Undertaking.

OR

I have been banned by the organization named “.....” For a period of Year(s), effective from to

Signature of the Tenderer

Dated:.....

Price Bid (As per DGR Norms)

Name of Centre :

Sl. No.	Description	Percentage (This is to be read in conjunction with latest rules/acts regulations and policies promulgated by Competent Government Authority	Security Guard (without arms) (per persons)	Supervisor (one per 20 security guards) (per person)
(a)	Basic Wages (BW) plus (VDA)			
(b)	Employees State Insurance (ESI)			
(c)	Employees Provident Fund (EPF)			
(d)	Employees Deposit Linked Insurance (EDLI)			
(e)	Administrative Charges			
(f)	House Rent Allowance (HRA)			
(g)	ESI on HRA			
(h)	Bonus			
(i)	Uniform Outfit Allowance			
(j)	Uniform Washing Allowance			
(k)	Total	Sum of (a) to (j)		
(l)	Relieving charges 1/6 th of serial (k)			
(m)	Total Cost per Head	Sum of (k) to (l)		
(n)	Service Charges			
(o)	Sum Total	Sum of (m) to (n)		
(p)	Service Tax	14% of sum total		
(q)	Swachh Bharat Cess	0.5% of sum total		

Signature
(Authorized Signatory)

Name.....

Office Stamp & Date

PROFORMA FOR EXECUTION OF AGREEMENT
STAMP PAPER

This agreement made on this date of 2016 between Sports Authority of India (SAI) Government of India Undertaking registered under Companies Act, 1956 having its registered office at Sports Authority of India (the 1st Party): and M/s, a **firm** registered under PASARA (Private Security Agency Regulation Act, 2005) License Regd. No..... Sponsored by the office of the Director General Resettlement, Ministry of Defence, Govt. of India vide letter

Whereas the SPORTS AUTHORITY OF INDIA desires to get the services of the Security Agency for the safety and security of Sports Authority of India, Netaji Subhas Eastern Centre, Salt Lake City, Sector – IIII, Kolkata – 700 098 / SAI Training Centre, LA Block, Salt Lake City, Sector – IIII, Kolkata – 700 098 and other installation including movable and immovable property and such property of its officers and employees at different sites mentioned aforesaid.

AND WHEREAS the Security Agency agreed to deploy Ex. Servicemen defined in the subsequent clauses at the aforesaid sites for Security and safety of the SAI's Equipments, machines, Properties (movable and immovable) men and materials and of its official and employees as afore mentioned.

AND WHEREAS the parties aforesaid have agreed that the said arrangement / engagement will be governed as per terms and conditions mentioned below as well as in the NIT and the guidelines circulated by the Director General Resettlement, Kolkata from time to time.

TERMS AND CONDITIONS

1. That in consideration of payment of the specified charges to be made by the SAI to Security Agency, the Security Agency shall deploy Nos. of Ex. Servicemen security guards at Sports Authority of India, Netaji Subhas Eastern Centre, Salt Lake City, Sector – III, Kolkata – 700 098 / SAI Training Centre, LA Block, Salt Lake City, Sector – III, Kolkata – 700 098.
2. The deployment of the total number of Ex. Servicemen Security personnel may be increased or decreased by 10% at any point of time at the sole discretion of the SAI. The Security Agency shall not be entitled to claim any compensation in case of such a decrease in the number of personnel. The Security Agency shall, however, be entitled to receive payment at the rates payable to the actual number of security personnel deployed by the SAI during the period of contract.
3. The SAI shall pay to the Security Agency charges for such services on the prevalent rates of DGR and as revised by the Govt. from time to time and service charge @ as finalized in this tender.
4. The Security Agency shall submit to the satisfaction of the Sports Authority of India, the Income Tax exemption certificate showing the dues / charges payable to the Security Agency are not taxable at source and the SAI has no liability to deduct any tax for such payments. Till such time the Security Agency submits the Income Tax exemption certificate, Income Tax shall be deducted from the bills of the Security Agency at prescribed rates.
5. The Security Agency has to strictly abide by EPF & ESI Schemes as per DGR guidelines and has to maintain proper records as per the act and also to submit the certificate / license issued by the Competent Authority under the said act within one month from the date of issue of work order failing which the SAI will take necessary steps for ensuring implementation of the provisions of the said act for saving its liability, if

any, as principal employer. The Security Agency shall make available the copy of yearly statement in respect of Ex-Servicemen deployed, on collection from EPF.

6. The Security Agency shall deploy Ex-Servicemen as per NIT. The bio-data of ex-servicemen to be deployed by the security agency will be furnished to SAI before their posting and on approval of their bio data by SAI, the Ex-Servicemen security personnel of the security agency shall be engaged. These ex-servicemen shall be deemed to be the employees of the Security Agency for all intents and purposes.
7. That any or all the Ex-Servicemen so deployed by the Security Agency in a particular place may be demanded by SAI, to be replaced by similar personnel for any reason whatsoever at the discretion of the concerned head.
8. The Security Agency shall ensure deployment of honest, good, strong and medically fit experienced personnel of less than 65 years of age from Army, Navy or Air Force. Such Ex-Servicemen must have served the Indian Armed Forces as specified in the NIT mentioned above.
9. The Security Agency will provide pay slip to the guards and produce certificate of payment / acquaintance roll of wages as stipulated in the agreement to its security personnel for each month to SAI. The Security Agency will also enclose copies of Challans as proof of submission of EPF / ESI contribution and Service Tax.
10. The Security Agency shall carry out, perform and observe the provisions of the Payment of Wages Act, 1936, Minimum Wages Act as applicable in the State of West Bengal, Employers Liability Act 1938, Employees Compensation Act 1923, Industrial Disputes Act 1947, Contract Labour (Regulation & Abolition) Act 1970 or any other enactments already enforced or to be passed by the Parliament or State Legislature and any rules enacted there under by appropriate

Government duly accepted by them in any way affecting the personnel deployed by Security Agency. The Security Agency will furnish Labour Licence as per Contract Labour (Regulation & Abolition) Act 1970, within thirty days of award of contract.

11. EXTENT OF LIABILITY OF THE SECURITY AGENCY

That the license to this Security Agency have been issued by Regional Labour Commissioner (Central), on issuance of Form – V by the principal employer SAI, and as such the security agency is the employer of the security guards for all the purposes who have been appointed, supervised and controlled by the security agency. There cannot be employees of employer and such the management of SAI will not be the Employer of Ex-Servicemen. The security agency has to act like an employer for their security guards for all practical purposes. In case of any dispute regarding payment of wages and it's rates etc., raised by any of the ex-servicemen / security personnel so deployed by the security agency at work, the sole liability shall lie on the Security Agency and if for any reason any extra payment or difference of wages etc. becomes payable to the individuals the same will be borne by the Security Agency only.

12. The Security Agency shall be responsible for the security of the complete premises of the SAI and its office including all its equipments and accessories and materials etc. From all losses by theft or pilferage etc. The Security Agency shall also be responsible for the security of belongings of the management and other properties both moveable and immovable. Further, the Security Agency will also assist the management of SAI for taking up and pursuing with the Police Authorities for all matters in connection with lodging FIR, Investigation, Enquiry etc.
13. In the event of Security Agency committing any default or any breach of any of the provisions as formulated in the foregoing clauses and all the

provisions and any of the clauses mentioned in the agreement or any other enactment passed or to be passed by the Parliament or State Legislature which applied or affects the Ex-Servicemen of the Security Agency including the Employee Compensation Act 1923, the Security Agency shall indemnify the SAI against any liability that may have to be incurred by it by way of implementing all such impositions in the case of the personnel deployed or to be deployed by the Security Agency.

14. The outfit of the security personnel to be deployed by the Security Agency will be provided by the Security Agency and all security personnel on duty shall be in proper uniform.
15. Guidelines and instructions as per agreement shall be followed strictly by the Security Agency and the SAI.
16. If any personnel other than Ex-Servicemen is deployed by the Security Agency as specified in the forgoing clauses, such deployment shall mean that the agency has failed to deploy guards in the requisite number at the site and penalty as per terms of the tender document shall be imposed.
17. The Security Agency shall be responsible for proper payment of wages to its personnel and maintain such a record as required under the relevant status and instructions of the Directorate General of Resettlement, Ministry of Defence, Govt. of India and the Security Agency shall have to produce the same to SAI, if required.
18. Leave / Station Leave of the Security Personnel of Security Agency will be controlled by the Security Agency with proper alternative arrangement and with due intimation to the concerned Site/Section/Centre Incharge well in advance. Proper replacement / relief of the duty shall be made against the leave vacancy.

PENALTY

19. If any shift of any site goes without any guard or if there be any shortfall of the guard at any point of time a deduction proportionate to the wages rates of that period will be made from the monthly bill of the Security Agency. If any alternative arrangement is made by the SPORTS AUTHORITY OF INDIA to post guard during such period and in case any theft or loss to the property of the SAI occur during such a period of absence of the security guards, the Security Agency shall be liable to pay compensation to the extent of the loss.
20. In the event of any theft burglary, pilferage larceny or damage to the materials or the property of the SAI, the Security Agency shall be liable to lodge FIR with police with copy to camp Incharge/ concerned authority of SAI NSEC Kolkata & STC Kolkata and to make good the loss unless it is established that in spite of all possible measures taken by the Security Agency and its security personnel on duty, the same could not be avoided. The Security Agency shall also take adequate measures to prevent repetition of such incidents in addition to their responsibility as embodied in the foregoing clauses. The SAI will be competent to recover such losses from the wage bill or P.G. of the security agency. Amount of the loss would be decided by SAI. If the value of the materials is not covered by the pending bills of the Security Agency, they shall be liable to payment of such value.
21. The provisions of lathis, spear, torch, uniforms, arm etc. for the security guards is the responsibility of the Security Agency.
22. The Security Agency shall engage only medically fit Ex-Servicemen who have good antecedent, integrity, honesty and devotion to duty.
23. Monthly payment of the Security Agency shall be made by SAI on submission of bill in duplicate deploying authority duly pre-receipted alongwith a certificate from the respective Incharge within 15 (fifteen)

days from the date of submission of bill complete in all respects unless otherwise the control of the SAI is unable to make payment due to reasons beyond its control which also included strike, bandh etc. The payment shall be made as per the details of the proforma specified where shifts and date-wise presence of security guards will have to be marked as "P"/ "A" whichever is applicable. If the concerned Incharge does not agree to the details incorporated in this chart (regarding or presence or absence of guards etc. in any shift), he will mark 'A' by red ink against the marked 'P' and an appropriate deduction will be made from the bill to this effect. The duly signed proforma in duplicate will have to be submitted by the Security Agency under a covering letter addressed to the concerned authorized office for raising the monthly bill. But under no circumstances clearance of the bill to the Security Agency has any link with the payment of wages to Security Personnel on due date by the Security Agency.

24. All payment to the Security Agency shall be made by SPORTS AUTHORITY OF INDIA by account payee cheque and Security Agency will also make payment to its Guard through Cheques / Bank Deposits.
25. The Security Agency will be responsible for making monthly wage payment directly to the security personnel engaged by them. No TA/DA, overtime or any service liabilities will be payable by the SAI to the Security Agency.
26. Deployment of Non-ESM Security Guard will be treated as Security Guard unskilled category and payment of wages shall be made as per Minimum Wages as defined by DGR.
27. In case of deployment of Non-ESM beyond the permissible limit, the penalty will be levied as per provision in the tender document i.e. 5% of the service charges and no payment of wages will be borne by SAI on such personnel.

28. In case of Non-Compliance to any or all clauses of the agreement the Performance Guarantee may be forfeited & the Agency will be blacklisted for any work across SAI and its subsidiary units.

PAYMENT SCHEDULE

29. The Agency will raise the bill of succeeding month and the SPORTS AUTHORITY OF INDIA will make payment within 15 days from date of submission of bill complete in all respects.

30. The SAI shall not be liable for any loss or damages due to fire or any other reasons sustained by the security personnel of the Security Agency on account of any accident or injuries. The medical facilities for the security personnel in normal course as well as in case of emergency have to be provided by the Security Agency at its expense and the SAI shall have no liabilities whatsoever on this account.

31. Ex-Servicemen to be deployed by the Security Agency as security personnel shall not have any right to claim any employment under SAI at any time for any reason whatsoever or under any circumstances and the SAI shall have no responsibility or liability in this regard.

32. In case of any increase in Minimum Wages by the DGR during pendency of the contract period, the SAI may consider for enhancement of wages w.e.f. the DGR instructions notified.

33. In case of any dispute between the security agency and the SAI of deployed ex-servicemen of the security agency, the same shall be referred to the SAI whose decision in the matter shall be final and binding on both the parties.

34. SAI shall have the power to add, to amend or alter or delete any of the terms of this agreement mutually agreed with the Security Agency.

35. The Security Agency shall take permission of Civil Authorities for deployment of Security Guards as per provisions under the relevant act in force.
36. A sum equal to 10% of one month wage bill will be deducted in two installments from the first and second month wage bill as Performance Guarantee (PG). In case of breach of the agreement the said PG shall be forfeited. PG shall not earn any interest.
37. The agreement will be deemed to have come into force with effect from for two years.
38. This agreement may be terminated by serving two month notice by either party.

IN WITNESS WHEREBY the SAI ad Security Agency have hereunto set their hands and have signed on this day of and signed this agreement in the presence of:-

WITNESS

SIGNATURE OF FIRST PARTY

1.

2.

WITNESS

SIGNATURE OF SECOND PARTY

1.

2.

PERFORMANCE OF BANK GUARANTEE IN LIEU OF PERFORMANCE SECURITY DEPOSIT

To

Dear Sir/ Madam,

In consideration of Sports Authority of India having its Registered Office at JLN Stadium, Delhi – 110003 (hereinafter called “the SAI” which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed under the terms and conditions contained in letter No. dated issued in favour of M/s for (hereinafter referred to as “the contract” to accept the Deed of guarantee as herein provided for Rs..... from the Schedule / Nationalized Bank in lieu of deduction to be made from the contractor’s bill, for the due fulfillment of the terms and conditions contained in the said contract by the contractor, we the Bank (hereinafter referred to as the said Bank) having its Registered Office at do hereby undertake and agreed to pay the SAI to the extent of Rs..... on demand stating that amount claimed by the SAI is due and payable by the contractor for the reasons of failure / negligence in performing the terms and conditions contained in the contract by the buyer and to unconditionally pay the amount claimed by the SAI on demand without any demur to the extent aforesaid.

We..... Bank agree that the SAI shall be the sole judge as to whether the said contractor has failed / neglected in performing any of the terms and conditions of the said contract and the decision of the SAI in this behalf shall final binding on us.

We the said Bank further agree that the Guarantee herein contained shall remain in full force and effect upto and any claim received after the said date shall in no case bind the Bank.

The SAI shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee of indemnity from time to time vary any of the terms and conditions of the said contract or to extend the time of performance by the said contractor or to postpone any time and from time to time any of the powers exercisable by it against the said contractor and either to enforce or to forbear from enforcing any of the terms and conditions governing the said contract or securities available to the SAI and the said Bank shall not be release from its liability under these presents.

Notwithstanding anything contained herein the liability of the said Ban under this guarantee is restricted to Rs..... And this Guarantee shall come into force from the date hereof and shall remain in full force and effect till

Unless the written demand or claim under this guarantee is made by the SAI with us on or before all rights of the SAI under this guarantee shall cease to have any effect and we shall be relieved and discharged from out liabilities hereunder.

We the said Bank lastly undertake not to revoke this guarantee during its currency except with the provisions consent of the SAI in writing and agree that any change in the constitution of the said contractor or the said Bank shall not discharge our liability hereunder.

This guarantee issued by Sri..... who is authorized by the Bank. Under jurisdiction of court only. The guarantee is operative at Bank at Branch.....,

India. The Postal address, Telephone No., FAX No. and email address of both the outstation Bank issuing the BG and Local operating Branch are as under:-

Sl. No.	Particulars	Issuing bank	Local Operating Branch
1.	Postal Address		
2.	Telephone No.		
3.	Fax No.		
4.	e-mail address		

Note – Bank Guarantees issued by outstation Banks shall be operative at their local branch.

e-PAYMENT

To
Sports Authority of India

Ref.: Authorization of all our payment through electronic fund transfer system /RTGS/CBS/Intra Bank Transfer.

We hereby authorize SAI to make all our payment against our bills, Refund of Earnest Money deposit and Security Deposit, through Electronic Fund Transfer System/TRTGS/CBS/Intra bank Transfer. The details for facilitating the payments are given below:-

(TO BE FILLED IN CAPITAL LETTERS)

1. Name of the Beneficiary:

2. Address :

..... City

PIN CODE E-mail ID Telephone

No. (with STD Code) Mobile No.....

3. Bank particulars

Bank Name

Branch Name

Bank Branch Code

Branch

Address PIN CODE Telephone No.
(with STD Code) Fax No. (with STD Core)
.....

I / We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not effected at all for reasons of incomplete or **incorrect** information, I / we would not hold the SAI responsible. We also agree to bear the bank charges, if any for enabling such transfer.

Signature

(AUTHORISED SIGNATORY)

Name

Date
(Official Stamp)

BANK CERTIFICATION

It I certified that above mentioned beneficiary holds a Bank Account No with our branch and the Bank Particulars mentioned above are correct.

Signature

(AUTHORISED SIGNATORY)

Name

Date

Sponsorship letter
from
Directorate General
Resettlement
for
Security Services