

**SPORTS AUTHORITY OF INDIA  
JAWAHARLAL NEHRU STADIUM COMPLEX,  
GATE NO.10, LODHI ROAD, NEW DELHI-110003**

**Telephone: +91-11 - 24362718, 24368390, Fax: +91 -11-24362718**

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

**E-Bidding Document**

For

**PROVIDING MANPOWER SERVICES**

## **PART-1**

# **BIDDING PROCEDURE**

**Section-I**  
**Sports Authority of India**  
**JAWAHARLAL NEHRU STADIUM COMPLEX,**  
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Bid Reference No. SAI/Pers/1777/2016

Dated: 23.01.2017

**INVITATION FOR ONLINE BIDS (IFB)**

1. Sports Authority of India (SAI/Department), for and on behalf of the Director General , Sports Authority of India, **invites online Bids on two bid system** for following work:
2. **Manual bids shall not be accepted.**

Brief Description of work i.e. Manpower Services at Section -V page 26-27	Amount of Bid Security(EMD) in Rs.	Bidding Document Cost. (Rs.)
Data Entry Operator (Graduate) ,Stenographer, Receptionist, Junior Accountant, Warden (Male & Female), Life Guard and Pharmacist	<b>1.28 Lakhs</b>  (Rupees One Lakh & Twenty Eight Thousand only)	<b>Rs.1000/-</b>  (Rs. One Thousand only) Not Refundable
<b>Payment:</b> Scanned copy of Earnest Money (Bid Security) & tender fee are to be uploaded online and Hard Copy of same must be sent to the <b>Regional Director (Pers), 2<sup>nd</sup> Floor, SAI Head Office</b> on or before Bid Submission Date & Time as mentioned in Critical Date Sheet.		

**CRITICAL DATE SHEET**

<b>Uploading/Publication of Tender Documents</b>	31.01.2017 (10:00 AM)
<b>Downloading of Bid Document /Sale start date</b>	01.02.2017 (10:30 AM)
<b>Clarification start date</b>	02.02.2017 (10:30 AM)
<b>Clarification end date</b>	08.02.2017 (06:00 PM)
<b>Bid Submission start date</b>	14.02.2017 (10:00 AM)
<b>Bid Submission end date</b>	22.02.2017 (02:30 PM)
<b>Opening Date &amp; Time of Technical Bids</b>	23.02.2017 (03:30 PM)

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

**(Radhica Sreeman)**  
**Regional Director (Pers.)**  
**For & on behalf of**  
**Director General, Sports Authority of India**

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**INSTRUCTIONS TO BIDDERS (ITB)**  
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## **SECTION - II**

### **INSTRUCTIONS TO BIDDERS (ITB)**

#### **A. PREAMBLE**

##### **1. Introduction**

- 1.1 This Bidding Document is for Manpower Services as mentioned in Section – V – “SCOPE OF WORK.”
- 1.2 This section (Section II - “Instruction to Bidders”) provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids. It also includes the mode and procedure to be adopted by the bid inviting authority for receipt and opening as well as scrutiny and evaluation of Bids and subsequent placement of contract.
- 1.3 Before formulating the Bid and submitting the same to the bid inviting authority, the Bidder should read and examine all the terms, conditions, instructions etc. contained in the Bidding Documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Bidding Documents may result in rejection of its Bid.

##### **2. Language of Bid**

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

#### **B. BIDDING DOCUMENTS**

##### **3. Content of Bidding Documents**

In addition to Section I – “Invitation for Online Bid” (IFB), the Bidding Documents include:

- Section II – Instructions to Bidders (ITB)
- Section III – Qualification Criteria & Performance Statement
- Section IV – Bidding Form
- Section V – Scope of work
- Section VI – General Conditions of Contract (GCC)
- Section VII – Contract Forms

##### **4. Amendments to Bidding Documents**

- 4.1 At any time prior to the deadline for submission of Bids, the bid inviting authority may, for any reason deemed fit, modify the Bidding Documents by issuing suitable amendment(s) to it.
- 4.2 Such an amendment to the Bidding documents will be uploaded on SAI website: <http://www.sai.gov.in> and CPP Portal of Government of India i.e. <http://eprocure.gov.in/eprocure/app> only.
- 4.3 Prospective Bidders are advised in their own interest to visit above mentioned website for any amendment etc. before submitting their Bids.

## 5. Clarification of Bidding Documents.

A bidder requiring any clarification or elucidation on any issue of the Bidding Documents may take up the same with the bid inviting authority in writing. The bid inviting authority will respond in writing to such request provided the same is received within 05 days from the uploaded/published not later than fifteen days prior to the prescribed original date of submission of bid.

## C. PREPARATION OF BIDS

### 6. Documents Comprising the Bid

6.1 The **Two Bid System**, i.e. "Technical Bid" and "Price Bid" prepared by the Bidder shall comprise the following **(bidders are requested to upload online following document in PDF format):**

#### A) Technical Bid:

The Bidder shall submit the scanned copy of following documents along with the submission of bid documents-

- i. Bid Security & Tender cost, Bid Security furnished in accordance with ITB clause 9. Bid document cost furnished in the form of Demand Draft payable at New Delhi.
- ii. Bid Submission Form as per section IV (A) and letter of authorization in favour of signatory of Bidding Documents.
- iii. Five years' experience in the field of Manpower Services.
- iv. PF Registration with PF Code Number;
- v. ESI Registration;
- vi. Valid licence issued by Regional Labour Commissioner, under Contract Labour Act or any other Act/Rule.
- vii. Successful completion certificate issued by the officer not below the rank of Section Officer, of at least three similar works, each of value not less than 40% of the estimated cost put to tender or two similar works, each of value not less than 60% of the estimated cost, or one similar work of value not less than 80% of the estimated cost, all amounts rounded off to a convenient full figure, in the last 5 years ending on the last day of the month previous to the one in which the tenders are invited. These works should be carried out in Central/State Govt. Department/PSUs/Autonomous bodies or other similar organizations. "Similar work" means section V Scope of work.
- viii. Certificate of Chartered Accountant showing annual turnover for the last three financial years (2013-14, 2014-15&2015-16). Copies of Balance Sheet, Profit and Loss Account statement etc need not be enclosed.
- ix. Registration with Service Tax;
- x. TIN number, if applicable & PAN number
- xi. Income Tax Returns for the last three years;
- xii. Undertaking by the bidder confirming the availability of adequate manpower of requisite qualification and experience for deployment at Sports Authority of India, New Delhi.
- xiii. Registration of the firm (Proprietorship or Partnership)/ company (Pvt,Ltd. Or Public Limited), Societies/Trust registered under applicable statutes in India.
- xiv. National Electronic Fund transfer (NEFT) Form as per Section IV (E) for payment in Indian Rupee, if applicable.
- xv. Documents mentioned in Qualification Criteria as per Section III (A).



- xvi. Power of Attorney in favour of signatory of Bidding Documents by authorized person(s).
- xvii. Valid subsisting license/Authorized Agent certificate.
- xviii. Successful bidder should also submit all the above documents in original without fail within seven days of dispatch of notification otherwise SAI/Purchaser may cancel the bid and the Bid security would stand forfeited.
- xix. Bidder shall execute necessary instruments and documents required by SAI in relation to the Bidding Documents and shall adhere to all notifications/ amendments as may be issued by SAI from time to time.. All costs (including Taxes, stamp duties and registration charges (if any) shall be borne by the Bidder.

**Note-1:** The bidding companies /firms /agencies are required to attest (self attestation) the scanned copies of documents, along with the bid, signed on each page with seal, to establish the bidders' eligibility and qualifications failing which their bid shall be summarily rejected and will not be considered. The bidders are responsible for what they attest and claim; if, later on, it is found that whatever has been attested by the bidder is not true/ correct, the company/ firm / agency of the bidder will be black-listed for purpose of procurement of any item(s), in addition to attracting penal provisions of the agreement.

**Note-2:** The Technical bid shall not include any financial information. Such a bid shall be summarily rejected.

**B) Price Bid:** [Upload online in prescribed PDF format as per Sec-IV (B) I/B II of Bidding Document].

- 6.2 Price Schedule as per Form I Section IV (B) filled up with all the details including service charges.
- 6.3 It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all required documents in addition to above, if any.
- 6.4 All pages of the Bid should be page numbered and indexed.
- 6.5 The authorized signatory of the Bidder must sign the Bid duly stamped at appropriate places and initial all the remaining pages of the Bid.
- 6.6 A Bidder, who does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- 6.7 All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/RTGS System. Bidders are required to fill and attach the NEFT Mandate Form attached as per Section-IV (E) along with their offers, if not already executed in SAI. Notification of Award will not be issued without NEFT Mandate Form.

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

## **7. Bid Prices**

- 7.1 The Bidder shall indicate on the Price Schedule provided under Section IV (B) all the specified components of prices shown therein. All the columns shown in the price schedule should be filled up as required. (SELECTION CRITERIA IS GIVEN IN SECTION III (C))

## **8. Firm Price**

- 8.1 The prices quoted by the Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account. However, if minimum wages of the

workers is revised by the Government after last date of submission of the offers, the same will be reimbursed on actual basis.

- 8.2 Sales-tax/VAT(except service tax), purchase tax, turnover tax or any other tax applicable in respect of this contract shall be payable by the bidder and SAI will not entertain any claim whatsoever in respect of the same. However, in respect of service tax, if payable, same shall be paid by the bidder to the concerned department on demand and it will be reimbursed to him by the SAI after satisfying that it has been actually and genuinely paid by the bidder.

## **9. Bid Security**

- 9.1 The Bidder shall furnish Bid Security, for an amount as shown in the IFB in Section I. The Bid Security is required to protect SAI against the risk of the Bidder's unwarranted conduct as amplified under sub-clause 9.7 below. Non submission of bid security will be considered as major deviation and Bid without bid security will not be considered.

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

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

- (i) Account Payee Demand Draft
- (ii) Fixed Deposit Receipt
- (iii) Banker's cheque
- (iv) Bank Guarantee

- 9.4 **The Demand Draft, Fixed Deposit Receipt or Banker's Cheque shall be drawn on any Commercial Bank in India or country of the Bidder, in favour of the "Secretary, SAI", payable at "New Delhi". In case of Bank Guarantee, the same is to be provided from any nationalized/scheduled/ bank in India (acceptable to SAI) as per the format specified under Section IV (C) of Bid Documents.**

**Bid security must be submitted to the Tender Inviting Authority before bid submission end date and time.**

- 9.5 **The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the Bid. As validity period of Bid as per Clause of ITB is 365 days (12 Month), the Bid Security shall be valid for 410 days/(13 ½ Month) from Technical Bid opening date.**

- 9.6 **Unsuccessful Bidders' Bid Security will be returned to them without any interest, after expiry of the Bid validity period, but not later than thirty days after conclusion of the resultant contract. Successful Bidder's earnest money will be returned without any interest, after receipt of performance security from that Bidder.**

- 9.7 Bid Security of a Bidder will be forfeited, if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid in any respect within the period of validity of its Bid without prejudice to other rights of the SAI. The successful Bidder's Bid Security will be forfeited without prejudice to other rights of SAI if it fails to furnish the required performance security within the specified period.

**10. Bid Validity**

- 10.1 **The Bid shall remain valid for acceptance for a period of days (60) after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected.**
- 10.2 In exceptional cases, the Bidders may be requested by the Tender Inviting Authority to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid and they are also to extend the validity period of the Bid Security accordingly. A Bidder, however, may not agree to extend its Bid validity without forfeiting its Bid Security.
- 10.3 In case the day up to which the Bids are to remain valid falls on or subsequently declared a holiday or closed day for SAI, the Bid validity shall automatically be extended up to the next working day.

**11. Signing of Bid**

- 11.1 The Bidders shall submit their Bids as per the instructions contained in ITB clause 6.
- 11.2 Bid shall be typed and the same shall be signed by the bidder or by a person(s) who has been duly authorized to bind the bidder to the contract and upload in PDF format.
- 11.3 The bid shall be duly signed at the appropriate place as indicated in the Bidding Documents and all other pages of the Bid. The Bid shall not contain any erasure or overwriting. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the Bid.
- 11.4 Bidding Document seeks quotation following Two Bid System, in two parts. First part will be known as 'Technical Bid', and the second part 'Price Bid' as specified in clause-6 of ITB.

**D. SUBMISSION OF BIDS****12. Submission of Bids**

Online bids have been invited and bidder should submit their bid as per instructions given for on line submission under Section II-B.

**E. BID OPENING****13. Opening of Bids**

- 13.1 The Tender Inviting Authority will open the Bids at the specified date and time and at the specified place as indicated in the IFB in Section-I.
- 13.2 In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for the purchaser, the Bids will be opened at the appointed time and place on the next working day.
- 13.3 Authorized representatives of the Bidders, who have submitted Bids on time may attend the Bid opening provided they bring with them letters of authority from the corresponding Bidders acknowledgement letter of bid submission at CPPP website: <https://eprocure.gov.in/eprocure/app>.
- 13.4 Two - Bid system will be as follows. The Technical Bids are to be opened in the first instance, at the prescribed time and date as indicated in IFB Critical Date Sheet. These Bids shall be scrutinized and evaluated by the Tender Inviting Authority with reference to parameters prescribed in the Bidding Document. During the Technical Bid opening, the Bid opening official(s) will read the salient features of the Bids like brief description of the services offered, Completion period, Bid Security and any other special features of the Bids, as deemed fit by the Bid opening official(s). Thereafter, in the second

stage, the Price Bids of only the Technically acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical Bid. The prices, special discount if any, offered etc., as deemed fit by Bid opening official(s) will be read out.

## **F. SCRUTINY AND EVALUATION OF BIDS**

### **14. Scrutiny of Bids**

- 14.1 The Tender Inviting Authority will examine the Bids to determine whether they are complete, whether the documents have been properly signed, stamped and whether the Technical Bids are generally in order.
- 14.2 Prior to the evaluation of Price Bids, the Tender Inviting Authority will determine the substantial responsiveness of each Bid to the Bidding Document. For purposes of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the bid document.
- 14.3 If a Bid is not substantially responsive, it will be rejected by SAI.

### **15. Qualification Criteria**

Bids of the Bidders, which do not meet the required Qualification Criteria prescribed in Clause 6(A) & Section III (A), will be treated as non-responsive and will not be considered further.

### **16. Comparison of Bids and Award Criteria.**

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

## **G. AWARD OF CONTRACT**

### **17. SAI's Right to accept any Bid and to reject any or all Bids**

SAI reserves the right to accept in part or in full any Bid, or reject any or more Bid(s) without assigning any reason or to cancel the Bidding process and reject all Bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected Bidder or Bidders.

### **18. Notification of Award**

- 18.1 Before expiry of the Bid validity period, SAI will notify the successful Bidder(s) in writing, by registered / speed post or by fax/ email/sms etc. (to be confirmed by registered / speed post) that its Bid for services, which have been selected by SAI, has been accepted, also briefly indicating there in the essential details like Scope of work & services, and completion period, corresponding prices accepted. **The successful Bidder must furnish to SAI the required Performance Security within twenty one days from the date of dispatch of this notification, failing which the bid security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided under GCC Clause 36 under Section VI.**

- 18.2 The Notification of Award shall constitute the conclusion of the Contract.

### **19 Issue of Contract**

- 19.1 Promptly after Notification of award, SAI will mail the Contract Agreement as per Section VII (A), duly completed and signed, in duplicate, to the successful Bidder by registered / speed post.

19.2 **The successful Bidder shall return the original copy of the contract, duly signed and dated, to SAI by registered/speed post within twenty eight days from the date of issue of the contract.**

**20. Non-receipt of Performance Security and Contract by the Tender Inviting Authority**

Failure of the successful Bidder in providing Performance Security and / or returning contract copy duly signed in terms of ITB clause 19 above shall make the Bidder liable for forfeiture of its bid security and, also, for further actions by SAI against it as per the clause 36 of GCC – Termination of default in Section-VII and other administrative actions as deemed fit by the SAI.

**21. Corrupt or Fraudulent Practices**

It is required by all concerned namely the Bidders to observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the SAI: -

- (a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
- (b) will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by the SAI if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or gross/deliberate negligence in executing the contract.
- (c) SAI reserves the right not to conclude Contract and in case Contract has been issued, terminate the same, if, found to be obtained by any misrepresentation, concealment and suppression of material facts by the Bidder. In addition, Bid Security/Performance Security (as the case may be) deposited by the Bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment & suppression of material facts shall be initiated.

## **SECTION-II**

### **(B) Instructions for Online Bid Submission**

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

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

**2. REGISTRATION**

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

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

### **3. SEARCHING FOR TENDER DOCUMENTS**

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

### **4. PREPARATION OF BIDS**

- (i) Bidder should take into account corrigendum published on the tender document before submitting their bids.
- (ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

- (iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **5. SUBMISSION OF BIDS**

- (i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (ii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (iii) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- (iv) Bidder should prepare the EMD as per the instruction specified in the tender document. The original should be posted/couriered/given in person to the concerned official latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (v) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- (vi) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (vii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (viii) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.
- (ix) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **6. ASSISTANCE TO BIDDERS**

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender.

- (ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The Contract number for the helpdesk is 1800 3072 2232.



**SECTION - III****(A) QUALIFICATION CRITERIA****Bid Reference No.**

01.

<b>Sl. No.</b>	<b>Qualification Criteria</b>
1.	The bidder shall have at least five years experience in Manpower services defined in the scope of work.
2.	Satisfactory completion of at least three similar works, each of value not less than 40% of the estimated cost put to tender OR two similar works, each of value not less than 60% of the estimated cost, OR one similar work of value not less than 80% of the estimated cost, all amounts rounded off to a convenient full figure, in the last 5 years ending on the last day of the month previous to the one in which the tenders are invited. These works should be carried out in Central/State Govt. Department/PSU/Autonomous bodies.
3.	Average annual financial turn-over should be 01 crore ( at least 100% of the estimated cost) during the immediate last three consecutive financial years

02. In support of above, the Bidder shall furnish scanned copy of the required documents, Performance Statement is to be as per Performa in Section-III 'B',.
03. Requirement of scanned copy of the documents as listed at Para 6 of Section II(ITB) is also a part of the qualification criteria.

### SECTION - III

### (B) PERFORMANCE STATEMENT

(For the period of last three years)

Bid Reference No. : \_\_\_\_\_

Date of opening : \_\_\_\_\_

Name and address of the Bidder : \_\_\_\_\_

Name and address of the department where worked : \_\_\_\_\_

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

Signature and seal of the Bidder

**Note:** SAI reserves the right to ask the bidder to furnish copies of orders and satisfactory completion certificate in respect of works detailed in above statement.

**SECTION-III****(C) SELECTION CRITERIA**

1. Authority reserves the right to accept or reject any or all bids without assigning any reasons
2. Authority also reserves the right to reject any bid (including the lowest one) which in its opinion is not responsive or violating any of the conditions/specifications or which is found to be adopting unethical business practices; without bearing any liability or any loss whatsoever it may cause to the bidder in the process.
3. Technical bids will be evaluated as per qualification criteria given in Section III (Qualification Criteria & Performance Statement) read with Para 6 of Section II (ITB) of the tender documents.
4. Technical bids of only those bidders who have submitted cost of tender documents & Bid Security as per terms of NIT will be opened.
5. The successful bidder will be the one who emerges LI out of responsive bids. In case, the two or more firms offer the same rates, such firms shall be asked to submit sealed revised offer but the revised quoted rates should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.

**SECTION - IV**  
**(A) BID SUBMISSION FORM**

Date\_\_\_\_\_

To

Sports Authority of India

**Ref.: Your Bidding Document No. \_\_\_\_\_ dated \_\_\_\_\_**

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

We further confirm that, if our Bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 36, in Section - VI for due performance of the contract.

We agree to keep our Bid valid for acceptance for 365 days or for subsequently extended period one year, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

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

We also agree to submit the bill on monthly basis and accept for making payment to the workers as per the Minimum Wages notified by the Government.

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

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

We agree to keep the SAI indemnified of any claim/damages, if any that SAI may have to pay with respect to the service and the deployment of any of our workers for SAI's work.

We agree to all terms and conditions of General Conditions of Contract as per Section VI.

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

We confirm that there is no case pending with the police or any other investigating agency (ies) against the proprietor/firm/partner or the company.

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

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

We confirm that we fully agree to the terms and conditions specified in above mentioned Bidding Document, including amendment/ corrigendum if any

\_\_\_\_\_  
\_\_\_\_\_  
[Signature with date, name and designation]  
Duly authorized to sign Bid for and on behalf of  
Messrs \_\_\_\_\_

[Name & address]

**SECTION-IV**  
**(B) PRICE SCHEDULE**  
**SCHEDULE OF RATES (PRICE BID)**

(To be enclosed with price bid in a separate cover marked "Envelope 2")

S.No	Description of Manpower	Rates/Wages per month per person in Rs.	PF in %	ESI In %	Service Tax, if any In %	Sum of (3 +4+5 + 6)	Quantity of Worker	Total (Rs)	Contractor Service Charges In %	Any Other Charges In %	Grand Total
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
1.	Data Entry Operator (Graduate)										
2.	Stenographer										
3.	Receptionist										
4.	Junior Accountant										
5.	Warden (Male & Female)										
6.	Life Guard										
7.	Pharmacist										

**Category and Educational Qualification:**

<b>Data Entry Operator (DEO).</b>	Essential: (i) Graduate from a recognized Indian University with basic computer knowledge including; (ii) Certificate in Data Entry from Govt. recognized organization/institution; (iii) Data Entry Speed of 8,000 (Eight thousand) key Depressions per hour on Computer. Desirable: Minimum One year working experience in the relevant field from recognized Organization/Institution.
<b>Stenographer</b>	Essential: (i) Graduate from a recognized Indian University with basic computer knowledge including; (ii) 80 WPM in shorthand and 30 WPM in English/Hindi typing. Desirable: Minimum One year working experience in the relevant field from recognized Organization/Institution.
<b>Receptionist</b>	Essential: (i) Graduate from a recognized Indian University with basic computer knowledge including; (ii) Certificate as Receptionist from recognized institute. Desirable: Minimum two years working experience in the relevant field from recognized Organization/Institution.
<b>Jr. Accountant</b>	Essential: (i) Minimum B.Com Pass from a recognized University with basic computer knowledge including tally. Desirable: Minimum two years working experience in the relevant field from recognized Organization/ Institution.
<b>Life Guard</b>	Essential: (i) Matriculation or equivalent from a recognized Board/Institution. (ii) Certificate in first Aid from recognized Board/Institution. (iii) Certificate in swimming from recognized Board/Institution. (iv) Good knowledge of life saving techniques Desirable: Minimum two years working experience in the relevant field from recognized Organization/ Institution.
<b>Warden Male/Female</b>	Essential: Graduate in Arts/Science/Commerce/ Physical Education from a recognized Indian University. i. Matron/Warden of Women's/Men's Hostels, compulsory residence in Hostel. ii. Free boarding and lodging during session. For Female Warden: - single, widow or divorcee without any encumbrance.
<b>Pharmacist</b>	Essential: Sr. Secondary/Higher Secondary from a recognized Board/Institute. i. Diploma in Pharmacy from Govt. recognized Institute. Desirable: Minimum two years working experience in the relevant field from recognized Organization/Institute.

**NOTE:**

- (i) The offer with rates below minimum wages notified by State/UT Govt. will be rejected. (Copy of State/UT Government orders be enclosed)
- (ii) Rates for PF & ESI as applicable shall be quoted.

- (iii) Rates quoted will include all statutory obligations of the bidder under Minimum wages Act, Contract Labour (R& A) Act, weekly-off replacement charges, cost of uniform of personnel to be provided, all kinds of taxes, etc.
- (iv) Rates quoted will be for per shift of eight hours (excluding lunch hour) per person per day.
- (v) If minimum wages is revised by the Government, the incremental wages, if applicable will be paid.
- (vi) Contractor's service charges shall be inclusive of all the incidental charges, if any involved in successful completion of the work as per scope defined in the tender documents.
- (vii) All levies/taxes/duty etc other than Service Tax shall be assumed to be mandatorily included in the service charges.
- (viii) Service tax, if applicable, & EPF shall be reimbursed on production of proof of payment to Government, after exercising all due checks.
- (ix) Any alteration/cutting/over-writing in the rates should be attested by the authority signing the bid. Bids received with alteration/cutting/over-writings without attestation will not be considered. No blanks should be left which would make the bid liable for rejection.
- (x) **If a firm quotes 'NIL' Service charges/consideration, the bid shall be treated as unresponsive and will not be considered.**
- (xi) The minimum wages as notified by the State/UT Government will be paid to the successful bidder.
- (xii) The qualification and its related document are duly authenticated by the service provider/contractor. In case of any fraud, misrepresentation etc. the contractor can be held liable the penalized for the same.

(xiii) **SECTION -IV****(C) 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 these presents 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 \_\_\_ days i.e. for \_\_\_ days (\_\_\_ days + 45 days) from the date of Bid Opening and any demand in respect thereof should reach the Bank not later than the above date.**

(Signature of the authorized officer of the Bank)

Name and designation of the officer

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

**SECTION IV**

**(D) Letter of Authorization for attending bid opening Meeting**

Tender No.-----

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

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

Order of Preference	Name	Specimen Signature
---------------------	------	-----------------------

- 1.
- 2.

Alternate Representative

Signatures of bidder

Or

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

**Note:**

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



**SECTION – IV**  
**(E) NEFT MANDATE FORM**

From: M/s. \_\_\_\_\_

Date: \_\_\_\_\_

To

Sports Authority of India, New Delhi.  
JLNS Complex, East Gate 10, Loadhi Road, N. Delhi

**Sub: NEFT PAYMENTS**

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

**NATIONAL ELECTRONIC FUNDS .TRANSFER MANDATE FORM**

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

[Signature with date, name and designation]

For and on behalf of Messrs \_\_\_\_\_

[Name &amp; address of the manufacturers] Confirmed by Bank:

Enclose a copy of Crossed Cheque

## **SECTION -V SCOPE OF WORK**

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

The contractor shall have to provide the Manpower Services in the Sports Authority of India, Head Office, New Delhi (Name of department) for the period of One year

### **DUTIES AND RESPONSIBILITY OF MANPOWER STAFF:**

1. **Data Entry Operator (Graduate):** They must be having excellent computer skill and knowledge of operating basic computer application such as MS - Office, Excel and power-point etc. They will ensure that all the instruction of the higher officers are strictly followed and there is no laps any kind.
  - a. Data entry of record keeping, editing of existing database.
  - b. Proof reading of new database.
  - c. Inputting of letter.
  - d. Storage and backup of database.
  - e. Report generation & office record maintain.
  
2. **Stenographer:** They should be active with sound health. They must be having excellent computer skill and knowledge of operating basic computer application such as MS - Office, Excel and power-point with typing speed 30 words per minutes. Persons having a Shorthand of 80 WPM will given preference. They will ensure that all the instruction of the higher officers are strictly followed and there is no laps any kind.
  
3. **Receptionist:** They should be active with sound health. They must be having excellent computer skill and knowledge of operating basic computer application. They will ensure that all the instruction of the higher officers are strictly followed and there is no laps any kind.
  - a. Excellent written and spoken communication skill.
  - b. A friendly and professional telephone manner.
  - c. The ability to adapt to different guests.
  - d. Receipt & payment, billing work and maintain check in /check out register.
  
4. **Junior Accountant:** They should be active with sound health. They must be having excellent computer skill and knowledge of operating basic computer application such as MS - Office, Excel and power-point etc. They will ensure that all the instruction of the higher officers are strictly followed and there is no laps any kind.
  - a. Clerical work with intensive use of computer at specific software package.
  - b. Receipt & Payment, billing work etc.
  
5. **Warden (Male & Female):** They should be active with sound health.
  - a. Warden will be responsible for overall of Residential Wing/ Hostel.
  - b. Warden will be supervising of housekeeping job, messes and other facilities within the hostel.
  - c. To ensure that no ragging takes place in the hostels and maintain a ragging free Hostels.
  - d. To ensure maintenance of Discipline in Hostel.
  - e. They will ensure that all the instruction of the higher officers are strictly followed and there is no laps any kind.
  - f. **The Warden should be ensured the safety of inmates and report any accident of sexual and child abuse immediately.**

6. **Life Guard:** They should be active with sound health.
- They will remain in swimming pool during the practice /competition session.
  - They will ensure that all the instruction of the higher officers are strictly followed and there is no laps any kind.
  - Educate participants on proper technique and promote swimmer safety.
  - Maintain cleanliness and safety of pools and equipment.
7. **Pharmacist:** They should be active with sound health.
- They will ensure that all the instruction of the higher officers are strictly followed and there is no laps any kind.
  - They will maintain register/record of Medicines day to day basis.
  - They will be in proper dress at duty hours.

**Scope of work to be given in etail having in mind general or specific requirement of the center concerned**

**BASED ON SCOPE OF WORK & AREA TO BE GOT MAINTAINED,  
REQUIREMENT OF MANPOWER HAS TO BE GIVEN AS UNDER:-**

S.N.	Category	Number of the workers	Remarks, if any.
1.	Data Entry Operator (Graduate)	30	
2.	Stenographer	3	
3	Receptionist	4	
4	Junior Accountant	5	
5	Warden (Male & Female)	4	
6	Life Guard	8	
7	Pharmacist	4	

**Priority may be given to Ex-Servicemen and retired govt. servant for engagement on contract basis.**

**Note: Manpower is necessarily required to be mentioned in the tender documents and notified accordingly so as to enable the bidders to bid accordingly.**

Number of the worker may be increase or decrease.

Date

(Name & signature of tenderer)

With stamp of the firm

## SECTION-VI

### GENERAL CONDITIONS OF CONTRACT

1. The manpower staff provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc. ***Charges on account of PF & ESI will be reimbursed by SAI against paid challans & ensuring that the amount in question has actually been paid to respective PF & ESI Office.*** The list of staff going to be deployed shall be made available to the Department and if any change is required on part of the Department fresh list of staff shall be made available by the agency after each and every change.  
  
The rates mentioned by the contractor include all extant statutory liabilities including. "E.S.I., P.F.", Bonus etc.
2. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages as Per Central Government Rule and (Contract Labour (Regulation & Abolition Act 1970), EPF etc. with regard to the Manpower staff engaged by him for works. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the Department and to the Labour department.
3. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFCL against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month. Giving particulars of the employees engaged for the Department works, is required to be submitted to the Department. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time Department is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract with RPFCL, with an advice to RPFCL, duly furnishing particulars of personnel engaged for the Department.
4. **The antecedents of Manpower staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard to be submitted to the department within a month and department shall ensure that the contractor complies with the provisions.**
5. **The Contractor will maintain a register on which day to day deployment of personnel will be entered. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor has to give an undertaking (on the format), regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards. The payment to the personnel shall be made through their respective bank accounts.**
6. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
7. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the Department.
8. **If a firm quotes 'NIL' Service charges/consideration, the bid shall be treated as unresponsive and will not be considered.**
9. The manpower staff shall not accept any gratitude or reward in any shape.

10. Under the terms of their employment agreement with the Contractor the Manpower staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor.
11. That in the event of any loss occasioned to the Department, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the Department, the said loss can claim from the contractor up to the value of the loss. The decision of the Head of the Department will be final and binding on the agency.
12. The contractor shall do and perform all such Manpower Services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the Department may issue from time to time and which have been mutually agreed upon between the two parties.
13. The Department shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and it reserves the right, in its sole discretion, to effectively ask the contractor to replace any or all the Personnel/s on any ground, whatsoever. The Contractor also agrees to provide any additional Personnel/s (at the same prevailing rates) or reduce the existing strength of Manpower Personnel as and when the Department desires the contractor to do so. The Department will decide the strength and duties of Personnel/s according to its needs from time to time in its sole discretion.
14. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff/officers and should project an image of utmost discipline. The Department shall have right to have any person moved in case of staff/officers complains or as decided by representative of the Department if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.
15. **Normally the office hours of manpower staff shall be 9:30 to 6:00 P.M from Monday to Friday with lunch break of half an hour from 1:30 to 2:00 P.M. But duty hours of manpower are also be changeable and shall be fixed by the Department/Section from time to time depending upon the requirements. The attendance of the persons will be registered by Bio-metric system on the basis of Aadhaar based Bio - Metric System. In case the working hours of an individual in a week fall short of 42:30 hrs ( including 30 Minutes Lunch time), deduction of wages shall be made proportionately.**
16. **The payment will be made at the end of every month within 07 days after submission of the bill, based on the actual shift manned/operated by the personnel supplied by the contractor and based on the documentary proof jointly signed by the representative of the Department and the contractor/his representative/personnel authorized by him. No other claim on whatever account shall be entertained by the Department.**
17. (a) In case any of contractor's personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of Manpower staff absent on that particular day shall be levied by the Department and the same shall be deducted from the contractor's bills.  
(b) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point 17(a) shall be levied.

- (c) In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel, a penalty of Rs. 100/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be removed from the Department system immediately.
18. In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, Department reserves the right to impose the penalty as detailed below:-
- i) 1% of cost of order/agreement per day subject to 10% for ten days delays;
  - ii) After ten days delay the Department reserves the right to cancel/terminate the contract besides other rights and remedies as may be available to the Department. The contractor shall be black listed from participating in such type of tender and his Performance Security may also be forfeited/invoked, if so warranted.
19. The contractor shall ensure that its personnel shall not at any time, without the consent of the Department in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the Department and shall not disclose to any information about the affairs of Department. This clause does not apply to the information, which becomes public knowledge.
20. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/ fines. The concerned contractor's personnel shall attend the court as and when required.
21. If the contractor is a partnership of two or more persons, all such persons shall be jointly and severally liable to the Department for the fulfillment of the terms of the contract.
- Such persons shall designate one of them to act as leader with authority to sign. The partnership shall not be altered without the approval of the Department.
22. **The initial period of contract shall be 12 months/01 year from the date of the commencement (as mentioned in Notice to Proceed) which can be extended maximum to one year after completion of initial period subject to satisfactory performance and mutually agreed upon by the successful service provider and SAI.**
23. During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the Department shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee. Contract can be terminated by the competent authority at any without assigning any reasons and in such circumstances the service provider has to withdraw his manpower forthwith.
24. The Department is not liable to pay or incur any other sum or expenses of the contractor or its Personnel/s.
25. **The contractor shall duly and timely make the payments to the workers and shall provide a proper report to the Department ensuring and evidencing that all the Personnel/s working at the premise of the Department have been made payment as due to them.**
26. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim thereof is filed in the office of the Labour Authorities and proof thereof is furnished to

the satisfaction of the Labour Authorities, the Department may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable/deductible by the Department from the contractor.

27. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Department, such money shall be deemed to be payable by the contractor to the Department within seven days. The Department shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
28. The contractor shall not engage any such sub contractor or transfer the contract to any other person in any manner.
29. The contracting agency shall not employ any person below the age of 18 years and above the age of 60 years. Manpower so engaged shall be trained for providing Manpower Services before joining.
30. Manpower staff engaged by the contractor shall not take part in any staff union and association activities.
31. The Department shall not be responsible for providing residential accommodation to any of the employee of the contractor.
32. The Department shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Department does not recognize any employee employer relationship with any of the workers of the contractor.
33. If as a result of post payment audit any overpayment is detected in respect of any work done by the contractor or alleged to have done by the agency under the tender, it shall be recovered by the Department from the contractor.
34. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over when ever required by the Department etc.
35. **Contractor is required to deposit an amount of Rs. 3.20 lakhs(Rupees Three Lakh & Twenty Thousand only) not less than 5% of the cost 64 lakh ) towards Performance security deposit at the time of award of contract within stipulated time 21 days failing which Bid Security will be forfeited and award to be cancelled if his / her offer is accepted. In case of premature termination of the contract by either side, the Performance security deposit will be forfeited. The security deposit can be in the form of Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Schedule Bank in India or Bank Guarantee issue by Scheduled bank in India in prescribed from in Section of this document in favour of SAI. The Performance Security should remain valid for sixty days beyond expiry date of the contract.**
36. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same.
37. Disclaimer: The near relatives of employees of the Department are prohibited from participation in this tender. The near relatives for this purpose are defined as:
  - (a) Members of a Hindu Undivided Family
  - (b) Their Spouse.
  - (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

The contractor hereby represents and declares to the Company that : -

- (a) It has, in its own employment, the desired number of Personnel/s of appropriate health and fitness standards, bonafides, integrity, good character, where appropriate payments and wages etc., including various lawful facilitations and benefits etc. are directly being paid to them by the contractor and the contractor shall continue to observe the same during subsistence of this contract.
- (b) It has obtained / procured / complied with all applicable permissions, insurance of the Personnel/s, licenses, clearances and/or no objections etc., if any, as required for providing desired Services to the Department.
- (c) It will depute the desired and specified Personnel/s only after their comprehensive verifications, due formalities and the approval thereof by the Department.
- (d) It will comply with and fully observe all applicable rules, regulations, norms as well as directions issued by the Department from time to time for its due performance and obligations.
- (e) It will ensure that its Personnel/s duly and spiritedly adhere to the due discipline and timings and directions etc., as prescribed by the Department, from time to time.
- (f) **It will ensure all and timely compliance of payments, facilitations and benefits etc. to its Personnel/s and Statutory Authorities etc., as applicable, such as salary, wages, perks, allowance, E.S.I., P.F., insurance premia etc. This agreement shall in no manner create/confer any employer-employee relationship between the Department and the Personnel/s provided by the contractor. All Statutory deduction/contribution shall be made as applicable.**

The contractor hereby undertakes to ensure that all its Personnel/s placed in the Department's premises must perform their duties dedicatedly, diligently and efficiently.

The Department reserves the right to terminate this contract by giving 01 (One) month notice in writing to the Contractor. Howsoever, notwithstanding anything contained in this agreement the Department reserves the right to terminate this contract midway at any time by giving an immediate notice if the Services are found to be below mark or due to any other reasons whatsoever.

- 38. The contract shall nominate a Coordinator who would be responsible for immediate interaction with the SAI so that optimal services of the person deployed by the agency could be availed without any disruption.
- 39. If dispute or difference of any kind shall arise between the Department and the Contractor in connection with or relating to the Contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 40. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the Department or the contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between SAI/ Department and contractor relating to any matter arising out of or connected with the Contract, such dispute or difference shall be referred to the sole arbitration, appointed to be the arbitrator by the Director General the Department (Sports Authority of India). The award of the arbitrator will be final and binding on the parties to the Contract.



41. Venue of Arbitration: The venue of arbitration shall be the place from where the Contract has been issued.
42. The Court of Delhi will have the exclusive jurisdiction to try the disputes.
43. The Contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.
44. **The disbursement of salaries/dues of the person deployed will be through RTGS/NEFT by 7<sup>th</sup> of every month, failing which a penalty of Rs. 500/- for per day till payment release shall be levied and the same shall be deducted from contractor's bill. The proof of the disbursement of salary in individually to be attached with bill.**
45. Number of manpower staff as mentioned above to be engaged is subject to increase or decrease as per the requirement of the department.
46. The payment to the engaged manpower staff will be subject to satisfactory performance of the Manpower staff to be certified by the Officers/Sections, where they are engaged. Bill of the subsequent month will be paid only after submission of certificate of disbursement of wages of the previous month signed by the said representative of the department.
47. No medical facilities or reimbursement thereof will be provide by this office. Person engaged on outsourcing will not be entitled for any kind of leave.
48. The award of the contract will be subject to the fulfillment of the conditions laid down in Rule 157, 158 and 160 of GFR, 2005 as amended from time to time.
49. Penalties: The penalties to be imposed on violation of terms and conditions of agreement as mentioned in the above terms & conditions are listed at one place.
50. A monitory Committee to be constituted to monitor the progress of work monthly including timely. Payment to the manpower, ESI/EPF payment to the respective Government department etc. Payment to the agency will be released only after received the report of the monitory committee.
51. Honorarium is not admissible to the contractual employees. The personnel so engaged should not claim for permanent employment in SAI, and in no way they should claim for the benefits on par with regular employees of SAI.

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

# **SECTION-VII Form of Contract Agreement**

**For providing Manpower Services**

**Between**

**Sports Authority of India (SAI)**

**And**

**[Name of Agency]**

**Dated**

**(A) CONTRACT AGREEMENT FORM**

This agreement is made this day.....day of .....2016 BY AND BETWEEN 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 Jawahar Lal Nehru Stadium Complex, Gate No. 10 (East Gate), Lodhi Road, New Delhi- 110003 ( herein after 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 I of Section I to this office

Bid reference No.....dated .....at 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 Manpower 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

**SECTION - VII**  
**(B) BANK GUARANTEE FORM FOR PERFORMANCE**  
**SECURITY**

To

---

[The bank, as requested by the successful bidder, shall fill in this form in accordance with the instructions indicated]

Date: [insert date (as day, month, and year) of Notification of Award]

And Contract No. \_\_\_\_\_

Bank's Branch or Office: [insert complete name of Guarantor]

Beneficiary: Sports Authority of India, \_\_\_\_\_

**PERFORMANCE GUARANTEE No.:** [insert Performance Guarantee number]

We have been informed that [insert complete name of firm] (hereinafter called "the bidder") has entered into Contract No. [insert number] dated [insert day and month], [insert year] with you, for the supply of [description of Goods and related Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the firm, we hereby irrevocably undertake to pay you any sum(s) not exceeding [insert amount(s) in figures and words] upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the [insert number] day of [insert month] [insert year], and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[Signatures of authorized representatives of the bank and the Supplier]

**DECLARATION**

1. I,----- Son/ Daughter / Wife of Shri -----  
Proprietor / Director /authorized signatory of the Service Provider, mentioned above, am  
competent to sign this declaration and execute this tender document:
  
2. I have carefully read and understood all the terms and conditions of the tender and  
undertake to abide by them;
  
3. The information/ documents furnished along with the above application are true and  
authentic to the best of my knowledge and belief. I/We, am/ are well aware of the fact that  
furnishing of any false information / fabricated document would lead to rejection of my  
tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Date:  
Place:

Name:  
Seal:

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