

Tender Document For Supply of Specified Manpower in Mission Directorate Sports Development (MD-SD), Department of Sports, Ministry of Youth Affairs & Sports, Govt. of India, New Delhi.

Information Sheet / Critical Date Sheet

Date of Tender publishing	Date 31.10.2017 at 10:00 Hrs
Date & time of document download start	Date 31.10.2017 at 14:00 Hrs
Pre Bid meeting date, time & venue	Date 08.11.2017 at 14:00 Hrs Venue – Conference Room at MISSION DIRECTORATE - SPORTS DEVELOPMENT, Cafeteria Building, Pragati Vihar Hostel, CGO Complex, Lodhi Road, New Delhi – 110003.
Bid submission start date & time	Date 13.11.2017 at 9:30 Hrs
Bid submission closing date & time	Date 22.11.2017 at 14:00 Hrs
Technical Bid opening date, time & venue	Date 23.11.2017 at 15:00 Hrs Venue – Conference Room at MISSION DIRECTORATE - SPORTS DEVELOPMENT, Cafeteria Building, Pragati Vihar Hostel, CGO Complex, Lodhi Road, New Delhi – 110003.
Bid Submission	On line (http://eprocure.gov.in/eprocure/app)
Date, Time & Venue of Financial Bid Opening	To be notified later on CPPP e-Procurement website.
Details of contact person	Shri A.K. Singh, Under Secretary (MISSION DIRECTORATE - SPORTS DEVELOPMENT) Department of Sports, Ministry of Youth Affairs & Sports, Pragati Vihar Hostel, CGO Complex, Lodhi Road, New Delhi - 110003 Tel : 011- 24361823 FAX :011-24361820 e-mail : arunkumar.s@nic.in

No. 1-13/MYAS/Khelo India/2016
Government of India
Ministry of Youth Affairs & Sports
Department of Sports
Mission Directorate- Sports Development

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Subject: Tender Document For Supply of Specified Manpower in Mission Directorate-Sports Development (MD-SD), Department of Sports, Ministry of Youth Affairs & Sports, Govt. of India, New Delhi.

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The Mission Directorate-Sports Development (MD-SD), Department of Sports, Ministry of Youth Affairs & Sports, Govt. of India, New Delhi, desires to select an agency for providing manpower. Accordingly, the Mission Directorate- Sports Development (MD-SD), Department of Sports, Ministry of Youth Affairs & Sports (MYAS), Govt. of India, New Delhi, for and on behalf of the President of India, invites online Bids on two bid system for supply of specified Manpower. **Manual bids shall not be accepted.** All documents should be submitted in PDF format in English language. The Tender documents may be downloaded from CPP e-procurement website <http://eprocure.gov.in/eprocure/app> as per schedule given in **CRITICAL DATE SHEET OF** this Tender.

2. ELIIGIBILITY:

- (i) The bidder shall be a registered company in India under the Companies Act, 2013 or a proprietary concern / Society / Trust registered under the relevant provisions / Acts in India. The bidder has to be necessarily registered in India.

Note - Consortium is not allowed. Experience and credentials, etc., of 100% owned subsidiaries of the bidder will be considered for the purpose of eligibility conditions. The subsidiary Company is not allowed to claim experience and turnover of its holding / parent company or sister subsidiary company. However, 100% owned subsidiary may be registered anywhere in the world.

- (ii) Providing manpower to organisations should be covered in the Articles and Memorandum of Association or aims/ objectives of the bidder organization.

- (iii) The bidding organisation must have satisfactorily provided manpower to other organisation (s) worth at least Rs.20 lakhs per month for last 2 years i.e. for the years 2015-16 and 2016 -17.
- (iv) The bidder should be solvent.
- (v) The bidder should have valid registration with the concerned Labour department and should also have valid PAN, TAN, ESIC registration, EPF registration, Service Tax Registration / GST. In case both Service tax and GST are not applicable the same may be intimated.
- (vi) The bidder should have local offices at Delhi / NCR to ensure satisfactory fulfillment of contractual obligations.
- (vii) The bidder should not have been black-listed by Central / State Governments / PSUs at any point of time. There should not be any criminal proceedings / conviction against the bidder at any point of time.
- (viii) None of the Full time Directors of the interested Bidder has any relative working in MYAS MD-SD as per clause 5 of this document.
- (ix) A BIDDER SHALL SUBMIT ONLY ONE PROPOSAL. IN CASE MORE THAN ONE PROPOSAL IS RECEIVED FROM THE SAME BIDDER, ALL SUCH PROPOSALS SHALL BE DISQUALIFIED.

3. **Scope of work and General Instructions for Bidders:** MYAS / MD-SD requires manpower as per details given in Annexure-V. The said requirement is tentative and may increase or reduce. The manpower can also be required by other units of MYAS and the successful bidder will have to provide the same as well at the same rates / terms and conditions as under:

- a) The manpower will have to be supplied by the agency within 7 days of award of contract.
- b) All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated for each category.
- c) The persons supplied by the Agency should not have any Police records/criminal cases against them either in past or ongoing. The Agency

should make adequate enquiries about the character and antecedents of the persons whom they are recommending. Before deployment, the character and antecedents of persons will be verified by the Service Provider through local police, collecting proofs of residence, driving license, bank account details, previous work experience and recent photograph and a certification to this effect shall be submitted to this office. Report of the same will be provided by the service provider before engaging the personnel. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request and provide their replacement immediately. A certificate to this effect should be submitted in the form of an Affidavit.

d) The service provider shall engage necessary persons qualified and skilled in performing such services as per the eligibility criteria indicated for each category, as required by this office from time to time. The deployment of personnel is to be on monthly basis. The deployment/arrangement of the personnel should be in such a manner that there shall be no violations of any Rules as per Labour Laws.

e) There is no Master and Servant relationship between the employees of the service provider and this office. Any dispute relating to labour shall be dealt with by the service provider directly and this office will not be a part of it at any stage.

f) The service provider's person shall not claim any benefit / compensation / absorption / regularization of services from/in this office under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 as modified from time to time. Undertaking from the persons to this effect shall be submitted by the service provider to this Department.

g) The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative / organizational matters of confidential / secret nature.

h) The personnel engaged by the service provider's should be punctual, hardworking, meticulous, polite, cordial, positive and efficient. They should attend the office in proper dress and maintain the office decorum while on duty. The service provider's personnel should follow official decorum and formal dress code while handling the assigned work. The service provider shall be responsible for any act of indiscipline on the part

of persons deployed by them. The agency shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in anyway detrimental or prejudicial to the interest of this Department. The decision of the Officer-in-charge of Department on any matter arising under the clause shall be final and binding on the agency.

i) That the persons engaged shall not be below the age of 18 years and they shall not interfere with the duties of the employees of this office.

j) The functional control over the personnel deployed by the Agency will rest with the MD-SD , Department of Sports and the disciplinary / administrative / Technical control will be with the Agency.

k) The service provider will ensure that the staff deployed is not replaced unless required by MD-SD in which case the service provider will provide replacement maximum within 7 days after approval of MD-SD. This office may require the service provider to dismiss or remove from the work place (MYAS), any person or persons, employed by the service provider, who may be incompetent or for his/ her/ their misconduct and the service provider shall forthwith comply with such requirements. The Service provider shall replace immediately any of its personnel, if they are unacceptable to this office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.

l) The service provider has to provide Photo Identity Cards to the persons employed by him / her for carrying out the work. These cards are to be constantly displayed and their loss reported immediately.

m) Compliance of all statutory requirements in respect of each personnel engaged during the currency of contract shall be the responsibility of the service provider.

n) The agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund Act, ESI Act, etc. and this office shall not incur any liability or any expenditure whatsoever on the persons employed by the agency on account of any obligation. The agency will be required to provide particulars of EPF & ESI of its employees engaged in this office. The Agency will comply with all statutory provisions of law, rules and regulations of Act and keep this office informed about any amendment in the law from time to time. The

agency shall arrange issue of smart cards issued by ESIC, EPF to the personnel engaged and provide a copy of the same to this office.

o) Subject to terms of this document, no variation in or modification of the terms of contract shall be made except by written amendment with mutual consent.

p) The service provider shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking and loitering without work.

q) The service provider will submit the bill in triplicate in respect of a particular month in the first week of the succeeding month. The payment will be released within a month from the date of submission of claim, complete in all respects such as dated acquaintance roll, certificate given by the Officer In-Charge regarding attendance and production of documentary evidence towards P.F./ ESI / Service tax, etc., in respect of its staff for the previous month. Tax if any shall be deducted at source as per the relevant Act.

r) Service provider shall ensure that wages of all engaged personnel is paid by 7th of each month for the preceding month by PFMS / DBT Mode.

s) The service provider will not charge any kind of administrative / registration charge / service charge from the deputed personnel.

t) The service provider will also give undertaking that they will not adopt any malpractices at any stage of bidding / execution.

u) In no case salary / wage payment to the deployed personnel would be correlated with the monthly bill / claim of the contractor, which are to be done / processed (or pending for payment) by MD-SD i.e., if payment of contractor bill / claim is pending with MD-SD due to unforeseen circumstances, the contractor will have to make payment of monthly wages to his deployed supporting staff in MD-SD and will not have any right to stop / withhold the salary / wage payment of deployed supporting staff in MD-SD.

v) Payments to the service provider would be strictly on the basis of certification by the officer with whom the personnel is attached that his services are satisfactory and attendance as per the bill preferred by the service provider.

w) No wage / remuneration will be paid to deployed persons for the days of absence from duty not covered by entitled leave. All the supporting staff deployed in MD-SD will be paid their wages on monthly basis (by DBT / PFMS mode only) by the Service provider and the photocopies of salary slip will be submitted in MD-SD .

x) The service provider will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of this office.

y) The service provider shall provide a substitute well in advance if there is any probability of any person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.

z) The service provider shall be contactable at all times and messages sent by phone / email / Fax / Special Messenger from this office shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the office in fulfilment of the contract from time to time.

aa) This office shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.

bb) If this office suffers any loss or damage on account of negligence, default or theft on the part of the employees / agents of the agency, then the agency shall be liable to reimburse to this office for the same. The agency shall keep this office fully indemnified against the damage by any staff engaged by the Agency. For any accident or casualty occurred during the course of working to any staff deployed by the Agency, the liability that will arise out of the accident will be borne by the Agency. The responsibility will remain with the Agency and this office will in no way be responsible for it or any other clause mentioned above.

cc) This office will maintain an attendance register in respect of the staff deployed by the agency on the basis of which wages / remuneration will be decided in respect of the staff at the approved rates. The personnel engaged will also have to mark their attendance on biometric machine installed both for entering and leaving office.

dd) The service provider shall engage the necessary person(s) as required by the MD-SD , Department of Sports from time to time. The said persons engaged by the service provider shall be the employees of the service provider and it shall be the duty of the service provider to pay their salary

and other dues every month and thereafter claim reimbursement from the MD-SD , Department of Sports.

ee) Working hours would be normally 8.5 hours per day from 9.00 a.m., including half hour lunch break during working days. However, the concerned person may have to work beyond office hours for which they will not be paid any extra remuneration, if there is any urgency. The persons deployed shall be punctual and shall abide by the directions of the Department in this regard.

ff) The personnel may be called on non working days (like Saturday, Sunday) and other Gazetted holidays, if required, for which they will be paid as per **Annexure IV**. The Personnel will be entitled for 1 day leave per month. He / She will be entitled to accumulate the said leave. Any leave beyond the said leave will be without pay and amount deducted from salary accordingly.

gg) Escalation clause will not be applicable to the persons deployed on Minimum wages as the same will depend upon the revision of wages by the Delhi Wages Board.

hh) The claims in bills regarding Employees State Insurance, Provident Fund and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill / whole of the bill amount shall be held up till such proof is furnished, at the discretion of MD-SD .

ii) The Tax Deduction at Source (TDS) shall be deducted as per the provisions of Income Tax Act, as amended from time to time, and a certificate to this effect shall be provided to the agency by the Department.

jj) **Period of Contract** The successful bidder will enter into an agreement with this office for supply of suitable and qualified manpower as per requirement of this office on these terms and conditions on Rs. 100/- non judicial stamp paper. The above stamp paper will be arranged by the bidder for execution of agreement. The Contract period will be for three (03) years commencing from the date of deployment of personnel to MD-SD . However, MYAS/MD-SD will evaluate the performance of the service and will have the right to continue with the contract or not one month notice period. The Department may terminate the contract earlier also for violation of any condition of the contract or as per any other terms and conditions of the contract. The Authorities may consider extension of Contract beyond three years subject to satisfactory performance of the agency and such amendments as will be mutually agreed to.

kk) The service provider shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this office.

ll) The agreement can be terminated by MYAS/MD-SD by giving one month's written notice in advance. However, the agency is required to provide the manpower for the full period of contract.

mm) If at any time during performance of the Contract, the Service Provider should encounter conditions impeding timely performance of Services, the Service Provider shall promptly notify the Procurer in writing of the fact of the delay, its likely duration and its cause(s).

nn) As soon as practicable after receipt of the Service Provider's notice, the Procurer shall evaluate the situation and may, at its discretion, extend the Service Provider's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.

oo) Except as provided under terms of this document, a delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of penalty in terms of this document, unless an extension of time is agreed upon the application of penalty clause in terms of this document.

pp) That on the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.

qq) The bidder shall have to obtain all required license / permissions from the licensing authority of respective Department / Circle / Division / Other units before deployment of personnel in this office. It is the responsibility of the bidder to have all requisite and valid Registration Certificates, including registration with the Regional Labour Commissioner, EPF Registration, ESI Registration, Service Tax Registration, PAN Card and TAN, any other registration /permission required, etc.

rr) That if any amount is found payable by the bidders towards, wages, allowances and statutory dues in respect of personnel or any loss to MYAS / MD-SD office property, the successful bidder is liable to pay the same to MYAS / MD-SD . MD-SD reserves the right to recover the deficit amount through other modes of recovery as per law.

ss) The MYAS / MD-SD may, without prejudice to any other remedy for breach of contract, by written notice (notice of 1 month) of default sent to the Service Provider, terminate the Contract in whole or part:

(i) If the Service Provider fails to perform the services within the period(s) specified in the order, or within any extension thereof granted by the Procurer; or

(ii) If the Service Provider fails to perform any other obligation(s) under the Contract,

(iii) If the service provider, in the judgement of the Procurer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

tt) For purposes of this Clause, "**Force Majeure**" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Procurer either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Service Provider shall promptly notify the Procurer in writing of such conditions and the cause thereof. Unless otherwise directed by the Procurer in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

uu) The MYAS/MD-SD may at any time terminate the Contract by giving written notice of 1 month to the Service Provider, if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the MYAS/MD-SD .

vv) The service provider is required to have an office in Delhi / NCR for execution of terms and conditions of this contract and will assign a nodal officer and alternate nodal officer for the same. In case of any change in the said officers, the same will be intimated to MD-SD prior to making the said change along with their contact details as per **Annexure III**.

ww) The bidder shall fully indemnify, hold harmless and defend MYAS / MD-SD and its officers / employees / agents / stockholders / Affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of or relate to (1) any breach of any representation or warranty of the bidder contained in the tender, (2) any breach or violation of any covenant or other obligation or duty of the bidder under this tender.

xx) The responsibility of giving truthful information without concealing any facts is that of the Bidder. In case, at any stage, it is found that any information given by the Bidder is false / incorrect / concealed, then Department of Sports, MYAS / MD-SD shall have the absolute right to take any action as deemed fit including but not limited to dropping the Bidder from consideration for award of work / blacklisting, forfeiture of EMD / PBG, etc. without incurring any liability to the affected bidder(s) on the ground of MYAS's /MD-SD`s action.

yy) The present tentative requirement of the specified manpower indicated in Annexure – V, may vary i.e. increase or decrease both in quantity as well as type of manpower. Moreover, MYAS or any other organization associated with MYAS requiring manpower can requisition the manpower from the service provider on the same terms and conditions as finalized as per this Tender.

zz) The rates of different categories of Manpower that may be required for the proposed services shall not be less than the rates of minimum wages prescribed by the Government from time to time.

aaa) The service provider shall comply with all the Labour Laws / Rules / Acts in relation to its employees and ensure payment of minimum wages to the personnel engaged on outsourcing basis as per the notifications issued by Government of NCT of Delhi from time to time in compliance with the provisions of the Minimum Wages Act and the Contract Labour (Regulation and Abolition) Act, 1970. The payment of wages by the contractor to its employees shall be made by DBT / PFMS only and a certificate on the Firms letter head be furnished to MD-SD every month along with a copy of the Acquaintance Roll duly signed by the concerned employee, in confirmation of payment of minimum wages / agreed remuneration and compliance of Labour Laws etc., in each case.

bbb) Corrupt or Fraudulent Practices:

It is required by all concerned namely the Bidders/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the MYAS: -

(i) 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;

(ii) will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by the MYAS 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.

The MYAS 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.

4. Cost of Tender and EMD value.

(i) The tender document can be **downloaded** from the website of **CPPP e-procurement website <https://eprocure.gov.in / eprocure/app>** as per the **schedule as given in Important Dates / Information. Rs.5,000/- (Rupees Five Thousand only)** towards the processing fee is to be deposited in the form of demand draft drawn in favour of “**National Sports Development Fund - PYKKA**” payable at New Delhi and same should reach **Shri Arun Kumar Singh, Under Secretary, Department of Sports, Ministry of Youth Affairs & Spots, Cafeteria Building, Pragati Vihar Hostel, CGO Complex, Lodhi Road, New Delhi – 110003**, on or before bid opening date / time as mentioned in critical date sheet. The same will be non refundable.

(ii) **The Technical Bid document should also be accompanied by the EMD of Rs.6,70,000/- (Rupees Six Lakh and Seenty Thousand only)** in the form of a demand draft drawn in favour of **PAO(SPORTS) payable at New Delhi** and same should reach **Shri Arun Kumar Singh, Under Secretary, Department of Sports, Ministry of Youth Affairs & Spots, Cafeteria Building, Pragati Vihar Hostel, CGO Complex, Lodhi Road,**

New Delhi – 110003, on or before bid opening date / time as mentioned in Critical Date Sheet. In case the bidder does not accept the offer of MYAS / does not submit performance bank guarantee within the stipulated period, then the EMD is liable to be forfeited without any communication with such bidder.

(iii) Both cost of tender and EMD shall be accepted as Demand Draft only. No other mode of payment shall be accepted. The firms registered under MSME for supplying of Manpower Services are exempted from submitting the Earnest Money Deposit. Accordingly, such firms have to enclose valid Registration Certificate issued in this regard along with copy of such order regarding exemption.

5. Definition of Relative:

5.1 Authorized signatory will give an undertaking on behalf of each of the Full time Directors of the Bidder that none of his/her near relative is working in the Ministry of Youth Affairs and Sports Govt. of India (MYAS) and /or MISSION DIRECTORATE - SPORTS DEVELOPMENT where the bidder is going to bid for this tender (**Annexure – I**).

5.2 A person shall be deemed to be a relative of another if, and only, if,

- (a) They are members of a Hindu Undivided Family; or
- (b) They are husband and wife; or
- (c) The one is related to the other in the manner indicated below:-

- (i) Father
- (ii) Mother (including step-mother)
- (iii) Son (including step-son)
- (iv) Son's wife
- (v) Daughter (including step-daughter)
- (vi) Father's father
- (vii) Father's mother
- (viii) Mother's mother
- (ix) Mother's father
- (x) Son's son
- (xi) Son's son's wife
- (xii) Son's daughter
- (xiii) Son's daughter's husband
- (xiv) Daughter's husband
- (xv) Daughter's son

- (xvi) Daughter's son's wife
- (xvii) Daughter's daughter
- (xviii) Daughter's daughter's husband
- (xix) Brother (including step-brother)
- (xx) Brother's wife
- (xxi) Sister (including step-sister)
- (xxii) Sister's husband

6.1 **Submission of bids:-** The bids will be submitted online in 2 covers / Packets namely **Technical Bid** and **Financial Bid** document as per details given in the critical date sheet

6.1.1 List of documents to be submitted in **Technical Bid** are as follows:-

(a) Signed and scanned copy of Tender fee and EMD. Original of the same should reach **Shri Arun Kumar Singh, Under Secretary, Department of Sports, Ministry of Youth Affairs & Sports, Cafeteria Building, Pragati Vihar Hostel, CGO Complex, Lodhi Road, New Delhi – 110003**, on or before bid opening date / time as mentioned in Critical Date Sheet.

(b) Signed and Scanned copy of registration certificate of the bidding entity in support of eligibility criteria stated in Clause 2(i) above.

(c) Signed and Scanned copy of Article of Association, Memorandum of Association, aims and objectives of the bidding entity. Kindly highlight the relevant clause in the said documents stating that providing manpower to organisations is aim / objective of the bidder organization in support of eligibility criteria stated in Clause 2(ii) above.

(d) Satisfactory work completion certificate from previous one or more clients in support of eligibility criteria stated in Clause 2(iii) above. List of name, address, telephone number, mobile no., and email id of the said client(s) also to be given.

(e) Signed and scanned copy of Certificate from a Chartered accountant stating the following :-

(i) Solvency certificate in support of eligibility at clause 2(iv) above. Solvency Certificate for the bidder should not be dated more than one (1) month old from the last date of submission of bid.

- (ii) The bidder is depositing EPF and ESI contribution as per rules / regulations / guidelines as applicable from time to time.
- (iii) The bidder is abiding by all statutory laws / rules / regulations / guidelines as applicable from time to time including submission of Income tax return, etc.
- (iv) The bidder has valid registration certificate from labour department for manpower deployed by it for its clients as stated in clause 2(v) above.
- (v) Annual turnover for the years i.e. 2014-15, 2015-16.
- (f) Signed and Scanned Copy of valid registration certificate with the Service Tax / GST Registration as stated in clause 2(v) above
- (g) Signed and Scanned Copy of PAN, TAN as stated in clause 2(v) above.
- (h) Signed and Scanned Copy of ESIC registration and EPF registration as stated in clause 2(v) above.
- (i) Signed and Scanned copy of Annexure – I, II and III duly filled in along with supporting documents stated therein and signed & scanned copy of Annexure-VII (Tender Acceptance Letter).
- (j) Signed and Scanned copy of Board's resolution(s) in favour of authorized signatory of the bidder.
- (k) Signed and Scanned copy of Attestation of the signature of the authorized signatory of the bidder by the Company Secretary / Bank of the bidding organization.
- (l) Signed and Scanned corrigendum and clarification issued by MYAS to this tender, if any, duly signed and stamped on each page by the authorized signatory of the bidder.

Note 1 – Conditional tenders will not be accepted under any circumstances by the Department.

Note 2 - The MD-SD reserves the right to :

- (i) Accept / Reject any of the Bid in full or in part;
- (ii) Revise the requirement of manpower at the time of placing the order;
- (iii) Modify, relax or waive any of the conditions stipulated in the tender specification, wherever deemed necessary;
- (iv) Reject any or all the Bids in part or full without assigning any reason thereof; and
- (v) Award contracts to one or more bidders for providing the specified manpower.

6.2 Financial Bid:

6.2.1 Signed and Scanned copy of Annexure – IV duly filled in

7. Bid Validity :-

7.1 Bid Validity will be 180 days from the last date of submission of bid.

NOTE: Tenders received after the due date and time will be summarily rejected. In case any bidder does not submit online any of the documents as asked for in this document, the bid is liable to be rejected.

8. Clarifications on the Tender Document: -

8.1 The prospective bidder Organization requiring any clarification on this document shall notify MSDS / MYAS on **CPPP eprocurement website <https://eprocure.gov.in> / eprocure/app** and latest by the date and time as indicated in Critical Date Sheet of this document. Clarifications sought, are to be asked in the following format:-

S. No.	Clause No. of the tender	Query / Clarification sought

8.2 A pre bid meeting will be held with the prospective Bidders at the date, time and venue as stated in the Critical Date Sheet of this document and pre-bid minutes / corrigendum / clarification, if any, will be uploaded on **CPPP eprocurement website <https://eprocure.gov.in/eprocure/app>.**

8.3 Pre Bid Minutes, corrigendum / clarifications issued by MYAS/ MD-SD , if any, shall be uploaded on **CPPP e-procurement website** <https://eprocure.gov.in / e-procure / app> website and shall form an integral part of this document and shall amount to an amendment of relevant clauses of this document or be additional clauses to this document. In case of any change mentioned in the date / time in Critical Date Sheet the same will also be put on CPPP website. As such the prospective bidders are required to see the CPPP e-procurement website regularly.

9. Opening of Technical Bid:

9.1 MYAS/ MD-SD shall open the technical bid online at the date, time and venue as stated in the Information Sheet / Critical Date Sheet of this document in the presence of representatives from participating Organization, who choose to attend. The date fixed for opening of Proposals, if subsequently declared as holiday by the Government, the proposals will be opened on the next working day, time and venue remaining unaltered.

9.2 The authorised representatives of bidders who wish to be present at the time of the opening of technical bid can view bid opening live at their remote end.

10. EVALUATION:

10.1 The proposals received in time will be screened based on their responsiveness (i.e. submission of all the requisite documents as asked for in this tender) and eligibility criteria.

10.2 Those Bids which meet the criteria mentioned in para 10.1 above, be considered qualified in the Technical Bid and the Financial Bids of only such bidders would be opened online.

10.3 The bidder or its authorized representatives who wish to attend the on line financial bid opening may please do so.

10.4 The bidder quoting least % in Financial Bid shall be the successful bidder i.e. L - 1. In case two or more bidders quote the same %, then the work may be divided among such bidders. Preference will be given to the bidders in order of their total turnover during the years 2014-15 and 2015-16 put together. The bidders having higher turnover gets higher preference. The Decision of the Competent Authority in MYAS will be final.

10.5 The successful bidder will be given an offer letter and will be asked to submit Performance Bank Guarantee (PBG) as per **Annexure VIII**. The bidder is required to submit unconditional acceptance of the said offer letter and PBG as required. These will be required to be submitted within 10 working days of issue of the offer letter. In case of non submission of the same, EMD of the bidder is liable to be forfeited and the bidder blacklisted apart from any other action which MYAS / MISSION DIRECTORATE – SPORTS DEVELOPMENT may take as deemed fit by competent authority. The successful bidder also have to sign contract with MD-SD .

11. Terms of Payment

11.1 The terms of payment are as per **Annexure VI**.

12. Auditing of the accounts of the successful bidder:

12.1 The accounts of the successful bidder shall be open to the Ministry for auditing by Controller Auditor General of India or any of his designated representative at any time and upto five years after expiration or termination of the contract

13. Others conditions

13.1 The Successful Bidder shall notify the MYAS/MD-SD of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract and seek approval of MYAS/MD-SD for the same. It is upto MYAS/MD-SD whether to grant such approval or not.

13.2 The Successful Bidder shall at all times indemnify and keep indemnified the MYAS/MD-SD against all claims / damages etc., for any Intellectual Property Rights (IPR) while providing its services under the Project.

13.3 The Successful Bidder shall at all times indemnify and keep indemnified the MYAS/MD-SD against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Successful Bidder's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Successful Bidder.

13.4 The Successful Bidder shall at all times indemnify and keep indemnified the MYAS/MD-SD against and any claims by Employees in respect of wages, salaries, remuneration, compensation or the like.

13.5 All claims regarding indemnity shall survive the termination or expiry of the Contract.

13.6.1 It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Successful Bidder for any engagement, service or employment in any capacity in any office or establishment of the MYAS/MD-SD .

13.6.2 The bidder shall fully indemnify, hold harmless and defend MYAS/MD-SD and its officers / employees / agents / stakeholders / Affiliates from and against all claims, demands, actions, suits damages, liabilities, losses, settlements, judgements, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of or relate to (i) any breach of any representation or warranty of the bidder contained in this tender, (ii) any breach or violation of any covenant or other obligation or duty of the bidder under this tender.

13.7 The personnel engaged by successful Bidder shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative / organizational matters as of confidential / secret nature.

13.8 The Successful Bidder personnel should be polite, cordial, positive and efficient and follow official decorum and formal dress code while handling the assigned work. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by them. The Successful Bidder shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in anyway detrimental or prejudicial to the interest of this Department. The decision of the Officer-in-charge of the Department on any matter arising under the clause shall be final and binding on the service provider.

13.9 This office may require the Successful Bidder to dismiss or remove from the work place, any person or persons, employed by the service provider, who may be incompetent or for his / her / their misconduct and the service provider shall forthwith comply with such requirements. The Successful Bidder shall replace immediately any of its personnel, if they are unacceptable to this office because of security risk, incompetence, conflict of

interest and breach of confidentiality or improper conduct upon receiving written notice from office.

13.10 In case of violation of contract by the service provider, appropriate action will be taken by the MD-SD /MYAS as per the terms and conditions of the contract.

13.11. In case of violation by the employee of the service provider deployed in MD-SD /MYAS, employer will take necessary action for removal of any employee from MD-SD /MYAS and providing a suitable substitute as per terms and conditions of the contract.

13.12. In case of repeated violation of contract by the employee of service provider deputed to MD-SD /MYAS, the MD-SD /MYAS reserves the right to terminate the contract.

13.13 Performance Security:

(i) As security for the due performance, observance and fulfilment of all obligations, terms and conditions, representations, warranties and covenants of the Service Provider under the Bidding document, the service provider shall furnish within 07 days from the date of the issue of Award letter by the MD-SD /MYAS, the Service Provider shall furnish Performance Bank Guarantee (PBG) from a nationalised bank as per **Annexure VIII** as Security to the MD-SD /MYAS for an amount equal to five percent (5%) of the total value of the contract valid upto 90 (Ninety) days beyond the validity of contract period. Successful bidder may also submit Bank draft from a nationalised bank as Performance Security in place of PBG.

(ii) The Performance Security / Performance Bank Guarantee (PBG) shall be denominated in Indian Rupees and in the form of Account Pay Demand Draft drawn from any Nationalised Bank in India or Bank Guarantee issued by any Nationalised Bank in India in the prescribed form as provided in **Annexure VIII** of this document.

(iii) The MYAS/MD-SD will release the Performance Security without any interest to the Service Provider on completion of the contractual obligations subject to adjustment of all amounts / losses / damages / recoveries / penalties payable to the Service Provider and claims of Service Provider, there from without prejudice to its other rights and remedies under any contract, law or entity (including without limitation MYAS/MD-SD 's right to terminate the Agreement for breach).

(iv) In case of increase in manpower deployed by the successful bidder as per the requirement of MYAS / MD-SD , or increase in salary by MYAS / MD-SD additional PBG / Bank draft from a nationalised bank will be submitted by the successful bidder.

13.14 Liquidated Damages (LD)

- (i) If the successful bidder who has been awarded the contract fails to fulfil the various terms and conditions of the contract to the satisfaction of MYAS, the liquidated damages shall be levied on the former.
- (ii) The amount of liquidated damages under this Contract shall not exceed 12% of the total value of the contract.
- (iii) Subject to terms of this document, if the Successful Bidder fails to perform the Services within the period(s) specified in the Contract, the Mission Directorate shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to is 1% of the contract value per week for delay in providing the services as per the contract. The maximum deduction is 12% of the contract price, after which the contract is liable for termination at Successful Bidder's cost and PBG / security deposit forfeited. Further, in case of additional expenditure incurred MYAS / MD-SD in procurement of services due to unperformed services by the successful bidder, the successful bidder is liable for payment of such expenses to MYAS / MD-SD on demand.

13.15 Dispute Resolution:

- (i) If the dispute or difference of any kind shall arise between the MYAS/MD-SD and the Service Provider in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- (ii) If the parties fail to resolve their dispute or difference by such mutual consultations within twenty-one days of its occurrence, then, either the MYAS/MD-SD or the Service Provider may give notice to the other party of its intention to commence arbitration, as hereafter 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 shall be referred to the sole arbitration, appointed to be the arbitrator by the Secretary, Ministry of Youth

Affairs and Sports. The award of the arbitrator will be final and binding on the parties to the contract.

(iii) **Venue of Arbitration:** The venue of Arbitration shall be the place from where the contract has been issued, i.e. New Delhi.

(iv) **The arbitration will be in English Language.**

(v) The courts of **New Delhi** will have the **exclusive jurisdiction** to try the disputes arising out of the contract.

(vi) **Applicable Law:** The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

(vii) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.

(viii) The parties shall continue to perform their responsive obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

13.16 This TENDER is not an agreement. The purpose of this TENDER is to provide interested parties the information that may be useful to them in the formulation of their proposals pursuant to this TENDER. This TENDER includes statements, which reflect various assumptions and assessments arrived at by the Department of Sports, MYAS/MD-SD in relation to the work. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This TENDER may not be appropriate for all persons, and it is not possible for the Department of Sports, MYAS/MD-SD, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this TENDER. The assumptions, assessments, statements and information contained in this TENDER, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this TENDER and obtain independent advice from appropriate sources. Information provided in this TENDER is to the Bidders on outsourcing the services of a Manpower Service Provider, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or

authoritative statement of law. Department of Sports, MYAS/MD-SD accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

13.17 Department of Sports, MYAS/MD-SD , its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this TENDER or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the TENDER and any assessment, assumption, statement or information contained therein or deemed to form part of this TENDER or arising in any way in this Selection Process.

13.18 Department of Sports, MYAS/MD-SD accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this TENDER.

13.19 Department of Sports, MYAS/MD-SD may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this TENDER.

13.20 Department of Sports, MYAS/MD-SD reserves the right to accept or reject any or all proposal (s) or to annul the TENDER process in toto and reject all proposals at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder (s) on the ground of MYAS/MD-SD 's action.

13.21 The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Department of Sports, MYAS/MD-SD or any other costs incurred in connection with or relating to its Bids. All such costs and expenses will remain with the Bidder and the Department of Sports, MYAS/MD-SD shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Bidder in preparation or submission of the Bids, regardless of the conduct or outcome of the Selection Process.

13.22 Any effort by a Bidder to influence the Bid comparison / evaluation / work award decision by way of overt / covert canvassing shall result in non-consideration / rejection of its Bid.

13.23 Department of Sports, MYAS/MD-SD reserves the right to change the schedule of dates / time stated in this TENDER. Changes, if any, will be displayed on the website of MYAS. Further, any communication with regard to this TENDER shall be placed on MYAS/MD-SD website only. As such, the Bidders are requested to check the MYAS website regularly.

13.24 The Procurer (Ministry) may at any time terminate the Contract by giving written notice of 01(one) month to the Successful bidder, if the Successful bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Procurer.

13.25 The successful bidder is required to have an office in Delhi / NCR for execution of terms and conditions of this contract and will assign a nodal officer and alternate nodal officer for the same. In case of any change in the said officers, the same will be intimated to MISSION DIRECTORATE SPORTS DEVELOPMENT prior to making the said change along with their contact details as per **Annexure - III**.

13.26 The responsibility of giving truthful information without concealing any facts is that of the Bidder. In case, at any stage, it is found that any information given by the Bidder is false / incorrect / concealed, then Department of Sports, MYAS / MISSION DIRECTORATE SPORTS DEVELOPMENT shall have the absolute right to take any action as deemed fit including but not limited to dropping the Bidder from consideration for award of work / blacklisting, forfeiture of EMD / PBG , etc. Without incurring any liability to the affected bidder(s) on the ground of MYAS's / MISSION DIRECTORATE SPORTS DEVELOPMENT's action.

(Arun Kumar Singh)
Under Secretary to the Government of India.

Undertaking by the Bidder

1. This is to certify that I on behalf of M/s before signing this tender have read and fully understood all the terms and conditions of this tender read along with clarifications and undertake that M/s will abide by them un conditionally and to the satisfaction of MISSION DIRECTORATE – SPORTS DEVELOPMENT.

2. M/shave not been black-listed by Central/ State Governments/ PSUs at any point of time. There have been no criminal proceedings / conviction against the bidder at any point of time.

3. None of the Full time Directors of the Bidder has any relative working in MYAS and / or MISSION DIRECTORATE SPORTS DEVELOPMENT as defined in clause 4 of this document.

4. M/s _____ have local office in Delhi / NCR to ensure satisfactory fulfilment of contractual obligations [Clause 2(vi)]

Signature of the authorised signatory of the Bidder with Seal

Name:
Designation:
Address:
Phone No.:
Mobile No. :
Email ID :
FAX :

ANNEXURE-II

CHECKLIST OF DOCUMENTS SUBMITTED FOR TECHNICAL BID
(To be duly filled in by the Bidder and submitted as a part of the technical bid)

S. No.	Documents to be submitted	Submitted	Not Submitted	Remarks
1.	Demand Draft of Rs 5000/- as cost of tender document.			
2.	<p>Demand Draft for EMD for bidding in the TENDER.</p> <p>The firms registered under MSME for supplying of Manpower Services are exempted from submitting the Earnest Money Deposit. Accordingly, such firms have to enclose valid Registration Certificate issued in this regard along with copy of such order regarding exemption.</p>			
3.	Signed and scanned copy of registration certificate of the bidding entity in support of eligibility criteria stated in Clause 2(i) above.			
4.	Signed and scanned copy of Article of Association, Memorandum of Association, aims and objectives of the bidding entity. Kindly highlight the relevant clause in the said documents stating that providing of specified Manpower is a part of the activity of the bidding entity in support of eligibility criteria stated in Clause 2(ii) above.			
5.	Signed and scanned copy of satisfactory work completion certificate from previous one or more clients in support of eligibility criteria stated in clause 2(iii) above.			
6.	List of name, address, telephone number. Mobile no. and email id of the said client(s) as stated in clause 5 above to be given.			

S. No.	Documents to be submitted	Submitted	Not Submitted	Remarks
7.	Signed and scanned copy of valid registration with the concerned Labour department. [para 2(v)]			
8.	Signed and scanned copy of valid registration with ESIC as stated in para 2(v) above.			
9.	Signed and scanned copy of valid registration with EPF as stated in para 2(v) above.			
10.	Scanned copy of PAN / TAN as stated in para 2(v) above.			
11.	Signed and scanned copy of valid registration certificate for Service Tax / GST as stated in para 2(v) above.			
12.	Scanned copy of proof of having Office in Delhi/NCR.			
13.	Undertaking by the Bidder as in Annexure – I duly filled in.			
14.	Checklist of Documents as in Annexure – II duly filled in			
15.	Proforma for Technical Bid as in Annexure – III duly filled in			
16.	Acceptance letter as in Annexure-VII duly filled in			
17.	List of name, address, telephone number. Mobile no. and email id of the said client(s) as stated in clause 5 above to be given.			

S. No.	Documents to be submitted	Submitted	Not Submitted	Remarks
18.	<p>Signed and scanned copy Certificate from a Chartered Accountant stating the following :-</p> <ul style="list-style-type: none"> a) Solvency certificate in support of eligibility at clause 2(iv) above. Solvency certificate should not be more than one (1) month old from the last b) date of submission of bid. Showing annual turnover of bidder for the years 2014-15, 2015-16 and 2016-17. c) The bidder deposits EPF and ESI contributions as per rules / guidelines as applicable from time to time. d) The bidder is abiding by all statutory laws / rules / regulations / guidelines as applicable from time to time including submission of Income tax return, etc. e) The bidder has valid registration certificate from labour department for manpower deployed by it for its clients as stated in clause 2(v) above. e) Annual Turnover for the last two years i.e. 2014-15 and 2015-16. 			

S. No.	Documents to be submitted	Submitted	Not Submitted	Remarks
19.	Signed and scanned copy of Board's resolution(s) in favour of authorised signatory of the bidder.			
20.	Signed and scanned copy of Attestation of the signature of the authorised signatory of the bidder by the Company Secretary / Bank of the bidding organisation.			
21.	Signed and scanned corrigendum and clarification issued by MYAS to this tender, if any, duly signed and stamped on each page by the authorised signatory of the bidder.			
22.	Has each of the page of the bid document submitted been signed and stamped by the Authorised signatory of the Bidder.			
23.	In case any show cause notice was ever issued by any Government Agency to the bidder then please attach the copies of communications, if any.			
24.	Detailed profile of bidding entity.			

Signature of the authorised signatory of the Bidder with Seal

Name:

Designation:

Address:

Phone No.:

Mobile No. :

Email ID :

FAX :

PROFORMA FOR TECHNICAL BID

S. No.	Particulars	To be filled by the Bidder
1.	Name of the Bidder	
2.	Registered address of the bidder with Office Telephone Number and Fax Number	
3.	Detailed office address of the Bidder at Delhi / NCR which will be the nodal office for providing manpower to MISSION DIRECTORATE SPORTS DEVELOPMENT and complying of terms and conditions as asked for in this tender. (For execution of the work by the successful bidder for the entire duration of contract)	
4.	Nodal contact person for MISSION DIRECTORATE SPORTS DEVELOPMENT for execution of the work by the successful bidder at the office as stated in S. No. 3 above with his office Telephone Number, Fax Number, Mobile Number, email id .	
5.	<p>Alternate Nodal contact person for MISSION DIRECTORATE - SPORTS DEVELOPMENT for execution of the work by the successful bidder at the office as stated in S. No. 3 above with his office Telephone Number, Fax Number, Mobile Number, email id.</p> <p>Bidder is required to ensure that either Nodal officer or alternate nodal officer are available for contact on 24x7 basis for contact by MISSION DIRECTORATE SPORTS DEVELOPMENT.</p>	

S. No.	Particulars	To be filled by the Bidder
6.	Name and details of each of the Directors of the bidding firm (Address, contact telephone Number, Mobile number, FAX No., Email IDs, DIN No. of each of the Directors)	
8.	Detailed profile of bidding entity	
9.	Whether any show cause notice was ever issued by any Government Agency or Black listed by any Government organisation? If so, details thereof (please attach the copies of communications, if any).	

Signature of the authorised signatory of the Bidder with Seal

Name:

Designation:

Address:

Phone No.:

Mobile No. :

Email ID :

FAX :

FINANCIAL BID

To

The Under Secretary,
Mission Directorate - Sports Development,
Department of Sports, Govt. of India,
Cafeteria Building, Pragati Vihar Hostel,
C.G.O. Complex, Lodhi Road,
New Delhi-110003.

Subject: E-Bidding Document for Outsourcing of Manpower in
Mission Directorate – Sports Development, Department
Of Sports, Ministry Of Youth Affairs & Sports, Govt. of
India, New Delhi.

Reference: Your letter No.1-13/MYAS/Khelo India dated
___August, 2017, on the above mentioned subject.

Sir,

I / We quote the % rate for above mentioned work as

_____%. (write % quoted both in words as well as in figures). (% means % of "A". For "A" please refer Annexure – V). It is agreed that the payment details for specified Manpower will be as follows:-

S.No.	Particulars	Rate (in figures and words)
1.	Monthly remuneration per person deployed	As per Annexure – V say Rs."A"
2.	ESI	
	2.1 Employer's contribution	Minimum as per applicable Rules – Say Rs."B". As per applicable Rules – included in Rs. "A"
	2.2 Employee's contribution	
3.	Provident Fund	
	3.1 Employer's contribution	Minimum as per applicable Rules – Say Rs."C" As per applicable Rules – included in Rs. "A"
	3.2 Employee's contribution	

S. No.	Particulars	Rate (in figures and words)
4.	Payment for attending office on Holidays	The person deployed would be paid extra for attending office on holidays. The rate for such payment would be as per hour basis calculated on Pro-rata basis on as per the Monthly remuneration Rs.'A", say Rs."D"
5.	Any other mandatory contribution / payment required to be made by the Employer (Bidder) to the personnel for services rendered by the personnel in MD-SD through this TENDER as per the applicable labour law / other laws as modified from time to time.	Say Rs."E"
6.	Service charges per person per month	% of Rs."A" to be quoted by the bidder. (say the amount works out to Rs."F" based on the % quoted)
7.	Service tax and applicable cess like Swach Bharat Cess	To be calculated as per applicable rules and paid by MD-SD to the service provider for depositing to the Government say Rs."G".
8.	Total payment to be made by MD-SD	Rs.A+B+C+D+E+F = Rs."H"
9.	TDS (Tax deducted at Source) as per rules including cess like education cess etc.	To be calculated as per applicable rules and deducted from Rs."H".

Note : (i) Payment on any other account would be borne by the service provider. MD-SD liability will be limited to Rs."H".

(ii) The bidders are required to quote their % rates both in words and figures and put their signature. They should also sign on any overwriting or any correction made in the tendered rate. In case of discrepancy in the % rates stated in figures vis-a-vis those stated in words, the % quoted in words shall be considered as the quoted rate.

(iii) In the Financial Bids, if the service charges per person quoted in % if less than 5% is, the quotation will be rejected out rightly.

2. Any such charges as per present applicable laws as stated in row 7 above of table above should be specified by the bidder herein.....

Yours faithfully,

(Authorized Signatory)
(with name/designation, contact No.& seal)

**TECHNICAL AND FINANCIAL REQUIREMENT FOR PERSONNEL TO BE DEPLOYED BY THE SUCCESSFUL BIDDER IN THE MISSION
DIRECTORATE – SPORTS DEVELOPMENT**

Supporting Staff	Qualification Essential	Desirable	Age Group	Consolidated monthly amount (exclusive of EPF, ESIC, and Bonus etc.)	No. of strength sanctioned	Financial implications on account of salary per month inclusive of ESICS and EPF	Typing Speed English/ Hindi	Knowledge of MS Office	Character Certificate	Police Verification	Experience
Account Assistant	B. Com	Post Graduate	20 to 35	Rs.18,000/-	14	Rs.2,91,578/- (Rs.20,827/- p.m. x 14)	35 wpm	Yes	Yes	Yes	2 Yrs
Assistant Programmer	BCA	MCA	20 to 35	Rs.18,000/-			35 wpm	Yes	Yes	Yes	2 Yrs
Executive Assistant	Graduate	Post Graduate	20 to 35	Rs.18,000/-			35 wpm	Yes	Yes	Yes	2 Yrs
Stenographer	Graduate	Knowledge of Short Hand	22 to 40	Rs.17,916/-	01	Rs.20,740/- (Rs.20,740/- p.m. x 01)	100-120 w.p.m. for English dictation	Yes	Yes	Yes	2 Yrs
Data Entry Operator	10+2	Graduate	20 to 35	Rs.17,916/-	05	Rs.1,03,700/- (Rs.20,740/- p.m. x 5)	40 wpm	Yes	Yes	Yes	2 Yrs
Hindi Typist	10+2	Graduate	20 to 35	Rs.17,916/-	01	Rs.20,740/- (Rs.20,740/- p.m. x 1)	40 wpm	Yes	Yes	Yes	2 Yrs
LDC	12th	Graduate	20 to 40	Rs.16,468/-	01	Rs.19,223/- (Rs.16,468/- p.m. x 1)	35 wpm	Yes	Yes	Yes	2 Yrs
Attendant	8th	10th Pass	18 +	Rs.13,584/-	05	Rs.80,080/- (Rs.16,015/- p.m. x 5)	No	No	Yes	Yes	0 Yrs
TOTAL					27	Rs.5,36,061/-					

Terms of Payment

The payments will be made to the Successful Bidder by way of re-imburement on monthly basis subject to the following:-

- (i) Acquaintance Roll of the Outsourced Staff;
- (ii) Bill of consolidated amount including Taxes payable as applicable;
- (iii) Claim of service charges;
- (iv) Documents in support of having deposited ESIC, Provident Fund etc.,
- (v) Certificate to the effect that the monthly remuneration has been disbursed to the outsourced staff after admissible deductions;
- (vi) Any other document as may be required from time to time.

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

_____ as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated , then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Format of Performance Bank Guarantee

Whereas MISSION DIRECTORATE - SPORTS DEVELOPMENT under Ministry of Youth Affairs and Sports, Government of India (hereafter referred to as MISSION DIRECTORATE - SPORTS DEVELOPMENT) has issued an Advance Order (AO) vide letter no. Dated/...../20..... (herein referred to as agreement) awarding the work of providing specified man power for the MD-SD to M/s having its registered office at (hereafter referred to as "Bidder") and MISSION DIRECTORATE - SPORTS DEVELOPMENT has asked the bidder to submit a performance guarantee in favour of MISSION DIRECTORATE - SPORTS DEVELOPMENT of Rs./- (hereafter referred to as "P.G. Amount") valid up to/...../20.....(hereafter referred to as "Validity Date")

2. Now at the request of the Bidder, We BankBranch having (Address) and Regd. office address as (Hereinafter called 'the Bank') agreed to give this guarantee as hereinafter contained:

3. We, "the Bank" do hereby undertake and assure to the MISSION DIRECTORATE - SPORTS DEVELOPMENT that if in the opinion of the MISSION DIRECTORATE - SPORTS DEVELOPMENT, the Bidder has in any way failed to observe or perform the terms and conditions of the agreement or has committed any breach of its obligations there-under, the Bank shall on demand by MISSION DIRECTORATE - SPORTS DEVELOPMENT and without any objection or demur pay to the MISSION DIRECTORATE - SPORTS DEVELOPMENT the said sum limited to P.G. Amount or such lesser amount as MISSION DIRECTORATE - SPORTS DEVELOPMENT may demand without requiring MISSION DIRECTORATE - SPORTS DEVELOPMENT to have recourse to any legal remedy that may be available to it to compel the Bank

to pay the same. The decision of MISSION DIRECTORATE - SPORTS DEVELOPMENT in these counts shall be final and binding on the bank.

4. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and MISSION DIRECTORATE - SPORTS DEVELOPMENT regarding the claim.

5. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.

6. The Bank further agrees that the MISSION DIRECTORATE - SPORTS DEVELOPMENT shall have the full liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by MISSION DIRECTORATE - SPORTS DEVELOPMENT against the Bidder and to forbear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of MISSION DIRECTORATE - SPORTS DEVELOPMENT or any indulgence by MISSION DIRECTORATE - SPORTS DEVELOPMENT to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

8. The Bank undertakes not to revoke this guarantee during its currency except with the previous consent of both member secretary MISSION DIRECTORATE - SPORTS DEVELOPMENT in writing.

9. Notwithstanding anything herein contained ;

(a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.

(b) The guarantee shall stand completely discharged and all rights of the MISSION DIRECTORATE - SPORTS DEVELOPMENT under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

10. In case MISSION DIRECTORATE - SPORTS DEVELOPMENT demands for any money under this bank guarantee, the same shall be demanded by MISSION DIRECTORATE - SPORTS DEVELOPMENT with request addressed to(designation) having office at (postal address) and having Phone No. as ,email ID as , FAX No. as and Mobile Phone No. as The said demand shall be paid by the Bank through banker's Cheque in favour of "NSDF-PYKKA" payable at New Delhi.

11. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

12. The contact details of the officer for en-cashing / invoking this bank Guarantee are (Name and address of branch, contact details of branch, designation of officer, etc. .. complete details)

Place:

Date: (Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

Telephone Numbers

Fax numbers.....

Email ID

Instructions for Online Bid Submission:

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>.

1. REGISTRATION

1.1 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 Enrollment” on the CPP Portal which is free of charge.

1.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

1.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

1.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

1.5 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.

1.6 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.

2. SEARCHING FOR TENDER DOCUMENTS

2.1 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.

2.2 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.

2.3 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.

3. PREPARATION OF BIDS

3.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.

3.2 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.

3.3 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.

3.4 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 to 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.

4. SUBMISSION OF BIDS

4.1 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.

4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

4.3 Bidder has to select the payment option as “offline” to pay the processing fee / EMD as applicable and enter details of the instrument.

4.4 Bidder should prepare the EMD as per the instructions 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.

4.5 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

4.6 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.

4.7 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.

4.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

4.9 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 the bid no. and the date & time of submission of the bid with all other relevant details.

4.10 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.

5. ASSISTANCE TO BIDDERS

5.1 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 contact person indicated in the tender.

5.2 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 contact number for the helpdesk is 0120-4200462, 4001002 and 4001005.
