

**ORGANISING COMMITTEE-12TH SOUTH ASIAN GAMES
(OC-SAG), 2016**

**2nd Floor, Assam Tea Employee PF Organisation, Nidhi Bhawan, Lalmati, NH-37, Basistha,
Guwahati-781029**

To,

**Sub: LIMITED TENDER NOTICE FOR SUPPLY OF UNSKILLED LABOUR ON
CONTRACT BASIS**

ORGANISING COMMITTEE-12TH SOUTH ASIAN GAMES (OC-SAG), 2016 invites sealed tenders from Registered, reputed and experienced firms/Agencies for **SUPPLY OF UNSKILLED LABOUR ON CONTRACT BASIS** at the above address.

The interested firms/Agencies are required to submit the bid which should be placed in a sealed Envelope super scribed as “**Tender for SUPPLY OF UNSKILLED LABOUR ON CONTRACT BASIS**”. The bids should reach **ORGANISING COMMITTEE-12TH SOUTH ASIAN GAMES (OC-SAG), 2nd Floor, Assam Tea Employee PF Organisation, Nidhi Bhawan, Lalmati, NH-37, Basistha, Guwahati-781029** latest by **09th January, 2016 upto 1200 hrs.**

The tender document containing Eligibility criterion, Scope of work, Terms & conditions and Draft agreement are enclosed. **The bid security (EMD) of Rs. 6100.00 (Rupees Six Thousand One Hundred only) should be paid by Demand Draft in favour of ORGANISING COMMITTEE-12TH SOUTH ASIAN GAMES (OC-SAG), 2016 payable at Guwahati.**

The bid shall remain valid for 90 days from the date of opening of bid. Any clarification or corrigendum (s) shall be communicated through OC-SAG or website www.southasiangames2016.com . Note: This notice is a part of Tender Document.

Signature and Seal of the Tenderer

APPLICATION LETTER

To
ORGANISING COMMITTEE
12TH SOUTH ASIAN GAMES (OC-SAG),
2nd Floor, Assam Tea Employee PF Organisation,
Nidhi Bhawan, Lalmati, NH-37, Basistha,
Guwahati-781029

Subject: Limited Tender for supply of SUPPLY OF UNSKILLED ON LABOUR ON CONTRACT BASIS to OC-SAG.

Dear Sir,

In response to your notice inviting tender for the above mentioned contract, I/We, _____ a Company/Partnership/Sole Proprietor submit the tender with following particulars.

Si. No.	Description	Particulars
1.	Constitution & Nature of Firm (State whether Sole Proprietor/Partnership Firm/Limited company/Any other)	
2.	Year of Establishment	
3.	Registration Number under applicable act with a copy of registration certificate	
4.	Registered Postal Address	
5.	Contact Details. a) Telephone No. b) Fax No. c) Mobile No. d) Email	
6.	Address(es) of Branch(es) (if any)	
7.	Name and address(es) of Director(s), in case of Limited Company Name and address of Sole Proprietor Name and address(es) of Partners; in case of Partnership Firm	
8.	(a) Name of Banker & branch with full address (b) Type of Account & Number (c) Name(s) of person(s) operating the account(enclose Banker's certificate)	
9.	PF Code allotted by PF Commissioner Guwahati, Assam with photo copy of certificate	

Having acquired the requisite information related to the subject work after visit of the site and examining the form of contract, nature, quantum of work as effecting the tender invited on behalf of the ORGANISING COMMITTEE-12TH SOUTH ASIAN GAMES (OC-SAG), I /We _____ the undersigned hereby offers for providing required Labour as indicated in the Tender Document & **undertakes to supply UNSKILLED LABOUR strictly in** accordance with the Terms & Conditions as indicated in the said documents.

I/We also agree to submit the bill on actual basis and accept the payment in respect of the workers as per the Minimum wages declared by the State Govt. of Assam from time to time. I/We also agree for the compliance of applicable Labour and other Laws in force and other Govt. Orders. All workers engaged by me/us would be suitably compensated by me/us complying with Minimum Wages Act. All other payment like payments under Workmen Compensation Act etc

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.shall be borne and payable by me/us. I/We will always keep the OC-SAG indemnified of any claim/damages that OC-SAG have to pay with respect to the service and the deployment of any labour to the OC-SAG.

OC-SAG reserves the right to reject any or all the bids or accept them in part or to reject the lowest quotation without assigning any reason. The OC-SAG further reserves the right to terminate the contract during its tenure at any time without assigning any reasons.

I/We/ further pay and have enclosed Earnest Money amounting to **Rs. 6100.00 (Rupees Six Thousand One Hundred only)** in the form of Demand Draft/Pay Order drawn in favour of **ORGANISING COMMITTEE-12TH SOUTH ASIAN GAMES (OC-SAG), 2016 payable at Guwahati** along with the Bid which will remain with **(OC-SAG)**, upto final award of contract. No interest shall be payable on this Earnest Money. Earnest Money of successful bidder shall be refunded on successful completion of the work by the qualified bidder and those of unsuccessful bidders upon execution of Agreement.

Thanking You,

Yours faithfully,

(Name) Signature (Seal of firm)

Signed as Proprietor/Partner/Director who holds power of Attorney on behalf of firm

Name of Firm

Address

(Copy of the Power of Attorney to be submitted which will be compared with the original in case the tender is awarded.)

Signature and Seal of the Tenderer

TENDER DOCUMENT

Sub: TENDER FOR SUPPLY OF UNSKILLED LABOUR ON CONTRACT BASIS AT OC-SAG, 2nd Floor, Assam Tea Employee PF Organisation, Nidhi Bhawan, Lalmati, NH-37, Basistha, Guwahati-781029.

ENVELOPE -1: TECHNICAL BID (In separate sealed Cover-I super scribed as Technical Bid)

Name of the work: SUPPLY OF UNSKILLED LABOUR ON CONTRACT BASIS in OC-SAG.

CONTENTS AND ELIGIBILITY CRITERIA

Technical Bid of Tender Document:

1. The Tenderer/Bidder shall have at least 02 year's of experience for providing of workers in this fields and shall submit the **self-attested copies** of the following documents along with the tender documents:
 - (a) PF Registration with PF Code Number.
 - (b) ESI Registration
 - (c) Valid Licence issued in respect of previous employers by Regional Labour Commissioner (i.e. Govt. Of Assam).
 - (d) Details of works of similar nature carried out in Central/State Govt. bodies/ Department/PSUs/Autonomous bodies/industries/factories/or other similar organization, in the last 3 years ending on 31st December 2015.
 - (e) Copies of certificates/allotment letter of **Service Tax and PAN** Number.
 - (f) Undertaking of the firm confirming the availability of the adequate manpower of requisite credentials.
 - (g) Copy of Last income tax return.
 - (h) Other documents as mentioned in check-list (annexure-IV)
2. Approximate number of UNSKILLED LABOURS is given in **Annex-I**. The actual number may vary as per the requirement of the OC-SAG.
3. General Terms & Conditions of the Contract to be fulfilled by the Tenderer/Bidder and **the bidder shall submit it with technical Bid duly signed on each page in lieu of agreeing to them.**
4. Tenderer/bidder shall submit details as per **Annex-IV** along with the Bid.
5. The bidder may be a proprietary firm, partnership firm, Limited Company, Corporation body legally constituted, as per law with valid registration on the last date of submission of the bid.
6. The bidder should have an office in Guwahati.
7. There should be no case pending with the police against the proprietor/firm/partner or the company (Firm). **The firm should give such an undertaking with their bid.**
8. The bidder shall pay Bid Security (EMD) to **Rs. 6100.00 (Rupees Six Thousand One Hundred only)** along with the technical bid by acceptable mode of payment in favour of **ORGANISING COMMITTEE-12TH SOUTH ASIAN GAMES (OC-SAG), 2016, payable at Guwahati.** The validity

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of demand draft as per the RBI Guidelines. **Bids received without Earnest Money deposit (EMD) shall stand rejected** and thus shall not be considered for evaluation at any stage. The bid security without interest shall be returned to the unsuccessful bidders after finalization of contract.

9. The EMD deposited by successful firm will be returned to the qualified bidder within 2 months after satisfactory completion of the work.
10. The bid shall be valid and open for acceptance of the Competent Authority of OC-SAG for a period of 90 days from the date of opening of the tenders and no request for any variation in quoted rates and withdrawal of tender on any ground by successful bidder shall be entertained.
11. An agreement shall be signed with the successful bidder as per specimen enclosed.
12. Counter Terms & Conditions will not be accepted. Also if any additions/deletions or change in our format will not be allowed.
13. All entries in the Tenders must be written in ink or typewritten. Over-writing should be avoided. Corrections if any should be attested with signature by the bidder.
14. The sealed tender containing the Technical and Financial Bid in separate sealed envelopes should be dropped in the Tender Box kept at the main entrance of **OC-SAG, 2nd Floor, Assam Tea Employee PF Organisation, Nidhi Bhawan, Lalmati, NH-37, Basistha, Guwahati-781029.**
15. Tenders received late (including postal delay) /in open conditions /without EMD /not meeting the tender conditions/incomplete in any respect are liable to be rejected.
16. Bidders are advised to study carefully the tender documents and the conditions before quoting their bid. All the pages of the tender form should be signed by the bidder as a taken of acceptance.
17. The rates should be indicated both in words and figures. In case of discrepancy between the figure(number) and words, the rates given in the words only will be taken as authenticate and no further clarification will be sought from the bidder.
18. No party shall be permitted to tender for work in the OC-SAG, in which any of their near relatives is an employee connected with the award and execution of the contract. They shall also intimate the names of persons who are working with them in any capacity or subsequently employed by them and who are near relatives of any employee of the OC-SAG or in the state or central government. Any violation of this condition which comes to the Notice of the OC-SAG after the contract is awarded will entitle the OC-SAG to treat the contractors as having committed a breach of contract and to exercise all the rights and remedies available to the OC-SAG on account thereof.
19. The Earnest Money is liable for forfeiture in the event of: (a) withdrawal of offer during the validity period of the offer, (b) Non-acceptance of orders when placed, or (c) Non-confirmation of acceptance of orders within the stipulated time after placement of offer. (d) Any unilateral revision made by the bidder during the validity period of the offer.
20. The Service Tax, if any, paid by the contractor for this contract will be reimbursed upon production of proof of payment along with monthly bills.

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21. **In case of any dispute arising out of the business or interpretation of any clause of the Tender Document, the Courts in Assam alone shall have the jurisdiction to try and decide the dispute.**

Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms & conditions contained herein and undertake myself/ourselves to abide by them.

(Signature of the Tenderer with seal) Name:

Seal:

Address: Phone No. (O):

Date:

NOTE: Submission of all the documents mentioned above along with declaration, is mandatory. Non submission of any of the documents above will render the bid to be rejected.

ANNEXURE-I

CONTRACT LABOUR REQUIRED AT
OC-SAG, Guwahati.

S.No.	Sports Complex	No of Labours	No of days(8 Hrs/Day)
1	Sarusajai Sports Complex	05	20
2	R.G.Baruah Sports Complex	05	20
3	Bhogeswari Phookanani	05	20
4	Md Tayabulla Hockey Stadium	03	20
5	Ceremonies FA	05	4

Signature and Seal of the Tenderer

ANNEX-II
Detail of Experience

Details of other organizations where such contract undertaken during last three years (enclose supporting documents)

Annexure – III

(To be made on Rs. 100.00 Non Judicial Stamp Paper) DRAFT AGREEMENT

This Agreement is made on _____ day of _____ Two thousand sixteen between **ORGANISING COMMITTEE-12TH SOUTH ASIAN GAMES (OC-SAG)** (AS ONE PART) hereinafter called OC-SAG and M/s _____ (Name of Firm) for providing UNSKILLED manpower (ON THE OTHER PART).

WHEREAS the OC-SAG is desirous to engage the Firm for providing UNSKILLED manpower for OC-SAG at Guwahati on the terms and conditions stated below:

1. The firm shall be solely responsible for compliance to provisions of various labour. Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to contract personnel deployed in OC-SAG. The OC-SAG shall have no liability in this regard.
2. The Firm shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at OC-SAG. The OC-SAG shall have no liability in this regard.
3. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any notice period.
4. The contract can be terminated by giving two days' notice by OC-SAG.
5. In case of non-compliance with the contract, the OC-SAG reserves its right to:
 - a) Cancel/revoke the contract, and/or
 - b) Impose penalty upto 10% of the total value of contract.
6. The Firm shall be fully responsible for timely payment of wages and any other dues to the personnel deployed in OC-SAG.
7. The personnel provided by the Firm will not claim to have become the employees of OC-SAG and there will be no Employee and Employer relationship between the personnel engaged by the Firm for deployment in OC-SAG.
8. There would be no increase in rates payable to the Firm during the contract period except reimbursement of the statutory wages revised by the Govt. of Assam from time to time, as applicable during the contract period. As and when the wages are revised by Govt. of Assam, the revised wages shall be paid by this office.
9. The firm also agrees to comply with Terms and Conditions and amendments thereto from time to time.
10. Decision of OC-SAG in regard to interpretation of the terms and conditions and the Agreement shall be final and binding on the Firm.
11. In case of any dispute between the Firm and OC-SAG, OC-SAG shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located in Assam.

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their Seal in Guwahati in the presence of the witness:

ORGANISING COMMITTEE-12TH SOUTH ASIAN GAMES (OC-SAG)

Witness:

- 1.
- 2.

FIRM

Witness:

- 1.
- 2.

Signature and Seal of the Tenderer

ANNEXURE-IV**CHECK-LIST TECHNICAL BID****SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER**

Sl No.	Description of requirement	Yes/No	Page No.
1.	The firm is registered with the Regional Labour Commissioner (Govt. of NCT of Delhi/Govt of Assam) under provisions of contract labour Act and its validity date.		
2.	Registration certificate of Provident fund commissioner enclosed PF registration code allotted by the Regional Provident Fund Commissioner, Govt. of NCT of Delhi/Govt of Assam.		
3.	Copy of Registration certificate/allotment letter of service tax number		
4.	Copy of Registration certificate/allotment letter PAN from Income Tax Department		
5.	Registration certificate of ESI enclosed		
6.	Details of other organization where such contracts were/are undertaken (attach supportive documents)		
7.	DD of Rs. 6100/- as EMD		
8.	Price bid preformed completed & sealed in separate Envelop		
9.**	Undertaking of the firm confirming the availability of adequate manpower of requisite ID proof and experience for deployment at OC-SAG.		
10.	Acceptance of terms and conditions attached. Each page of terms and conditions to be duly signed as token of acceptance and submitted as part of tender document.		
11.	Copy of last income tax return		
12.	Undertaking by the bidder to the effect that there is no police case pending against the proprietor/firm/parties relating to previous service contracts.		
13.	Office address in Guwahati.		

Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Signature of Tenderer with seal) Name:

Seal:

Office Address: Phone No. (O)

Date:

** The selected bidder has to submit within two days of award of contract the attested photocopies of ID proof with passport size coloured photograph and present and permanent address of the labours to be deployed to OC-SAG. Failing which the tender shall be awarded to the next qualified bidder for which the L-1 shall be solely responsible.

NOTE: Submission of all the documents mentioned above along with declaration, is mandatory Non submission of any of the information above may render the bid to be rejected.

Signature and Seal of the Tenderer

ANNEXURE-‘V’**The criterion of selection as well as rejection.**

1. OC-SAG reserves the right to accept or reject any or all bids without assigning any reasons.
2. OC-SAG 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. The contractor will demonstrate to the OC-SAG the following to be able to qualify for consideration at the stage of work evaluation:
 - (1.)At least two years standing in the field.
 - (2.)Experience Of Providing such or similar services to The Central/State Govt Department/Autonomous bodies/PSUs /Industries etc. during last 3 years.
 - (3.) Submission of EMD and all documents mentioned in check-list (Annexure-IV)

Note: Without affecting the sanctity of the above criterion, OC-SAG has power to relax any condition of eligibility criteria qualifying the bid(s) based on merit of each case and the situation so warrants in the interest of work of OC-SAG.

4. Incomplete tenders would be rejected. Further, the rejection criterion is mentioned in Annexure – IV (Check-list)
5. Selection of the bidder would be made after taking all the relevant factors like past performance, credentials, responsible business practices, competency to execute such contracts, credentials of fulfilment of provisions of labour laws with past contracts and above conditions into account together. Mere Lowest rates are not the sole criteria of selection. OC-SAG is not bound to accept the lowest rates.

Financial Bid

S.No.	Sports Complex	No of Labours	No of days(8 Hrs/Day)	Total Cost Per Head Per Day ("A")	Total Amount
1	Sarusajai Sports Complex	05	20		
2	R.G.Baruah Sports Complex	05	20		
3	Bhogeswari Phookanani	05	20		
4	Md Tayabulla Hockey Stadium	03	20		
5	Ceremonies FA	05	4		
	Total				
	Basic Minimum wages including VDA (As per Govt. of Assam norms)				
	ESI				
	EPF				
	Cost per head				
	Profit/Service Charges per head per day.				
	Total Cost per head per day. ("A")				

Note: Successful bidder will be decided on the basis of lowest Cost Per head/Per Day quoted by the Bidder.

(i) Quoted by the bidder.

(ii) The bidder should quote the details (price-break up) of the per day consolidated amount.

(iii) Payments shall be made by the Client as per the terms and conditions of the Tender Documents against satisfactory work on actual basis certified by OC-SAG.

(iv) Prices shall be valid for a period of one year. However, on revision of minimum wages by Assam Govt. the same shall be revised by the Client. However, even on revision of minimum wages, the contractor's profit in absolute terms (not in percentage terms) shall remain the same throughout the contract period as was quoted by the contractor in his bid.

(v) The quoted consolidated price shall be inclusive of all charges including Client's contribution towards ESI, EPF. It shall also include cost of training and uniform, Supervision of company etc.

(vi) The prices in the Price Schedule shall be exclusive of any service tax, education cess, secondary and higher education cess or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.

(vii) The Contractor shall mandatorily ensure that the cost per head as above table is paid as daily wages to their Labour who are deployed in OC-SAG's premises.

(viii) Price Break-up of the quoted prices shall be submitted by the Contractor in above given format.

(Each and every page of price bid need to be signed and stamped by the contractor/firm)

Signature and Seal of the Tenderer