



RAJASTHAN STATE SPORTS COUNCIL

SAWAI MANSINGH STADIUM, JANPATH, JAIPUR

OFFICE NO. 0141-2744283, FAX NO. 0141-2740568, EMAIL ID- rsscjaipur@gmail.com



TENDER/BID NOTICE No. 23/2022-23

RSSC invites tender/Bid **online** from the eligible agencies for providing the services of 500 Professional service points (Part Time Sports Coach) in Rajasthan part time coaches on job base service point as mentioned below on outsourcing basis for one year. The last date for submission of bid is 30.11.2022 at 1:00 PM Technical bid will be opened on dated 30.11.2022 at 4:00 PM Relevant tender/bid document containing detailed terms and conditions can be downloaded from the website: -

www.sppp.rajasthan.gov.in / www.rssc.in / eproc.rajasthan.gov.in

Category	Total Service Point cost (in Rs.)	EMD (in Rs.)	Tender/Bid document cost (in Rs.)	Tender /Bid Processing Fees
500 Professional service points (Part Time Sports Coach) in Rajasthan	Upto 10,00,00,000	20,00,000/-	5,000	1,000

Secretary

Rajasthan State Sports Council
Jaipur



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TENDER/BID DOCUMENT FOR PROVIDING SERVICES OF PART TIME COACHES ON JOB BASIS IN the Rajasthan State Sports Council, Jaipur

Bid Details:

Mode of Bid Submission	Online through e-Procurement/e-Tendering system at http://rssc.in
Tendering Authority	Secretary Rajasthan State Sports Council, Jaipur
Beginning Date and Time of download of bid :	11.11.2022, 11.00 am
Pre-bid Meeting Dated :	18.11.2022, 12.00 hrs. (Venue: RSSC, SMS St., Jaipur)
Last date and time for submission of bid	30.11.2022, 1.00 pm
Last Date and Time for submission of Banker's Cheque/Demand Draft for Tender Fee/ EMD and processing fee	30.11.2022 upto 2:00 pm
Date, Time & Venue of Technical Bid Opening	30.11.2022 upto 04:00 pm, RSSC
Date, Time & Venue of Financial Bid Opening	On the date to be notified later on to the technically Successful bidders.
Cost of Tender Document : Rs. 5,000 (Rupees Five Thousand Only) E-Tender processing fee: Rs. 1,000/- (Rupees One Thousand Only)	
Address for communication	Secretary, Rajasthan State Sports Council, Jaipur SMS Stadium, Near Amar Jawan Jyoti, Jan Path Jaipur - 302005
Bid Estimated Cost	500 Professional Service points Rs. Upto 10,00,00,000/- ((Rupees Ten Crore Only)
EMD	20,00,000/- (Rupees Twenty Lacs Only)
Security Deposit	5% of Contract Value
Web Sites for download of tender	(1) www.sppp.rajasthan.gov.in (2) www.rssc.in (3) http://eproc.rajasthan.gov.in

NOTICE INVITING TENDER – NIT/NIB

Notice Inviting Tender/Bid for Selection of firm/agencies for providing services on job basis to RSSC from Competent and Qualified Bidders. The tender/Bid shall only be submitted through online tendering system of <http://eproc.rajasthan.gov.in>

The schedule of dates is mentioned below:

Nature of Bid	To provide services on job basis to RAJASTHAN STATE SPORTS COUNCIL, JAIPUR
Cost of Tender/Bid Document (Non refundable)	Rs. 5,000/- (Rupees Five Thousand Only)
Tender/Bid Processing Fees (Non refundable)	Rs. 1,000/- (Rupees One Thousand Only)
Estimated Service Point Category Cost	500 Professional Service Points :Upto 10,00,00,000/-
Earnest Money Deposit (EMD)	20,00,000/- (Rupees Twenty Lacs Only)
Publishing Date & Time for NIT/NIB	11.11.2022, 11:00AM
Document Download Start Date/Time	11.11.2022, 11:00AM
Pre-Bid Meeting Dated	18.11.2022, 12:00 hrs. (Venue: RSSC, SMS St., Jaipur)
Bid Submission End Date & Time	30.11.2022 upto 1:00 pm
Last date of Submission of Banker's Chaque/Demand Draft for Tender Fee, EMD, and Processing Fee*	30.11.2022 upto 2:00 pm
Technical Bid Opening Date, Time	30.11.2022 at 04:00 pm
Financial bids Opening Date & Time	Will be intimated later on to the Technically qualified Bidders
Websites for downloading Tender Document, Corrigendum's Addendums etc.	www.rssc.in / www.sppp.rajasthan.gov.in / http://eproc.rajasthan.gov.in
Validity of bids	180 days from the date of submission
Language of Bid	Proposal shall be submitted in English language. All correspondence exchange shall be in English/Hindi language.

Document Comprising Bid :	Sr. No.	Document Type	Document Format
	Technical Bid		
	1.	Tender/Bid Document Fee	Scanned copy of Fee Receipt / Demand Draft/Banker's Cheque in favor of the Secretary, RAJASTHAN STATE SPORTS COUNCIL, JAIPUR payable at Jaipur.
	2.	RISL Processing Fee	Scanned copy of DD/ Banker's Cheque. in favor of the Managing Director, Raj-Comp Info Services Limited, Jaipur, payable at Jaipur
	3.	EMD	Scanned copy of DD/ Banker's Cheque/Declaration in favor of the Secretary, RAJASTHAN STATE SPORTS COUNCIL, JAIPUR payable at Jaipur.
	4.	Annexure duly signed as per RTPP Rules	Annexure 'A' to 'D'
	5.	Check List of Document Submitted	As per Annexure 'E'
	6.	Tender Form duly signed each page by bidder and All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per Annexure 'F'
	7.	Under Taking by the Bidder	As per Annexure 'H'
	8.	Bidder's Authorization Certificate	As per Annexure 'I'
Financial Bid			
	9.	Financial Bid/BOQ	As per Annexure 'G'
Bid File Format and Procedure	Bid/Tender must submit. (a) Technical Bid : online .pdf format (b) Financial Bid/BOQ : online .xlsx format (c) on eProc website http://eproc.rajasthan.gov.in		
<p>* In case, any of the bidders, fails to physically submit the Banker's Cheque/Demand Draft for Tender/Bid Document Fee, EMD and processing fee up to 2.00 PM on dated 30.11.2022 to the RAJASTHAN STATE SPORTS COUNCIL, JAIPUR its Bid shall not be accepted. The Banker's Cheque/Demand for Tender/Bid Document Fee and EMD/Declaration Draft should be drawn in favor of SECRETARY, RAJASTHAN STATE SPORTS COUNCIL, JAIPUR payable at Jaipur. The Banker's Cheque/Demand Draft for processing fee should drawn in favor of Managing Director, Raj-Comp Info Services Limited, Jaipur, payable at Jaipur.</p> <p>* Bidder are eligible to participate in the pre bid meeting after they have purchased the bid document.</p>			

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General Instruction for Filling of Bid

1. The complete bidding document has been published on the website www.rssc.in www.sppp.rajasthan.gov.in & <http://eproc.rajasthan.gov.in>, for the purpose of downloading.
2. Bidders who wish to participate in this bidding process must register on <http://eproc.rajasthan.gov>.
3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
4. A Two-stage selection procedure shall be adopted.
5. Bidder (authorized signatory) shall submit their offer on-line in Electronic formats both for Technical and financial proposal on eProc website <http://eproc.rajasthan.gov.in>. However, DD for Tender/Bid Document Fees, EMD/Declaration payable in favor of SECRETARY, RAJASTHAN STATE SPORTS COUNCIL, JAIPUR, payable at Jaipur and Processing Fees payable in favor of Managing Director, RAJCOMP Info Services Limited, payable at JAIPUR. Tender/Bid Document fee, EMD/Declaration and processing fee DD Should be submitted physically at the office of RAJASTHAN STATE SPORTS COUNCIL, Jaipur and Scanned copy of same should also be uploaded along with the technical bid/ cover.
6. RAJASTHAN STATE SPORTS COUNCIL, JAIPUR will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload on eProc website <http://eproc.rajasthan.gov.in>. the complete bid well advance in time so as to avoid Last hour rush issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
7. Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further details about the e-tendering process.
8. No contractual obligation whatsoever shall arise from the RFP/ bidding process unless and until a formal contract is signed and executed between the tendering authority and the successful Bidder.
9. Training for the bidder on the usage of e-Tendering system (e-Procurement) is also being arranged by RISL on regular basis. Bidder interested for training may contact e-Procurement Cell RISL for booking the Training slot.
 - a) Contact No. 0141-4022688/ Helpline Help Desk Number 0120-4200462.
 - b) E-mail: eproc@rajasthan.gov.in
 - c) Address: E-Procurement cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.

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Tender Document for providing the services of part time coaches on job basis to RSSC

Eligibility:

1. Sealed tenders in conformity with the tender call notice are invited by the RSSC, from eligible service provider Agencies/Firms/Companies for providing the services of on job basis. The agencies should have all relevant valid Registration Certificate, including registration with the Regional Labour Commissioner, EPF Registration, ESI Registration, GST Registration and PAN Card, up to-date 31/03/2022 GST clearance Certificate and have experience in a similar line of business for more than 3 years towards outsourcing the services of job base contract. The service providers should have local office at Jaipur to ensure satisfactory fulfillment of contractual obligations.
2. The Service Provider Agencies/Firms should have good track record and relevant experience of three years in dealing with Govt. department/Semi Govt. They should produce satisfactory work completion certificate of appropriate value of work along with proof of compliance for last 3 years.
3. **Average Annual Turnover of Previous Three Years (FY 2019-20, 2020-21 & 2021-22) not less than Rs.3.50 Crore and Rs. 1.00 Crore should be from HR/Coaches/Manpower services in any one year amongst last three financial years.**

GENERAL INSTRUCTIONS

4. The Tender /Bid document can be downloaded from the website of the RSSC www.rssc.in or website of www.sppp.rajasthan.gov.in/ <http://eproc.rajasthan.gov.in>. The cost of Tender/Bid Document Rs. 5000/- (Rupees Five Thousand only) and EMD Rs. 20,00,000/- should be deposited by demand draft/Banker Cheque drawn in favour of Secretary, Rajasthan State Sports Council, Jaipur payable at Jaipur. And a Demand Draft/Banker's Cheque for Rs. 1000/- (Rupees One Thousand Only) should be drawn in the name of Managing Director, Raj-Comp Info Services Limited, Jaipur, payable at Jaipur for processing fee. All the three Banker Cheque/ Demand Draft should be deposited physically in the office of the RSSC on prescribe date and time.
5. The tender should be submitted online as indicated below in the sequence mentioned in NIT/NIB.
 - (A) The "Technical Bid" online should contain
 - i. Checklist of documents submitted (**Annexure-E**)
 - ii. The Performa at **Annexure-F** duly filled in & signed by bidder.
 - iii. Agency profile including details of previous experience of providing services on job base to Government/Semi Government/Autonomous Agencies.
 - iv. Undertaking for Acceptance of terms and conditions (**Annexure-H**).
 - v. Scanned Copy of Demand Draft/Banker undertaking for Cheque for Earnest Money Deposit.
 - vi. Scanned Copy of Demand Draft/Banker undertaking for Cheque towards the cost of Tender document.
 - vii. Scanned Copy of Demand Draft/ Banker Cheque towards Processing Fee.
 - viii. Any other required relevant documents.
 - ix. Annexure A to D duly filled and signed by the bidder.
 - x. Authorization Letter from the Authorized person, accompanied with a board resolution, in case of a company/power of attorney as per **Annexure-I**.

(B) The "Financial Bid" online should contain only rates in percentage at which service point services will be provided (**Annexure-G**). Taxes applicable if any as per law on/policy of Govt. of Rajasthan will be paid by RSSC in addition to consolidated service charges rate in percentage. Service charge should not be less than 1% (below one %)

(C) The Technical Bids shall be opened in presence of the bidders or their authorized representatives. The financial bids of the bidders who qualified in technical evaluation shall be opened at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present;

6. The Technical Evaluation Committee will assess the ability of the agencies to render the requisite services based on its past record, profile and on such other criteria and only those found fit will be eligible for opening of financial bid.
7. The bid evaluation committee shall have full powers to undertake negotiations if any.
8. The bidders are required to submit self attested copies of all supporting documents including valid Registration Certificate, EPF Registration, ESI Registration and PAN Card and up-to date GST clearance upto 31/03/2022 certificate, etc., along-with the bid documents, failing which the tender shall be declared as non-responsive and thus liable for rejection. All original documents/ certificate/licenses will be produced for verification at the time of opening of technical bid if demanded.
9. Submission of more than one tender paper by a bidder for a particular work will render the bid liable for rejection.
10. Price / purchase preference in evaluation.- Price and / or purchase preference notified by the State Government and as mentioned in the bidding documents shall be considered in the evaluation of bids and award of contract.
11. The bidder will follow the code of integrity as mentioned rule 80 of RTPP Rules-2013 in case of breach of any provision of the code of integrity by a bidder or a prospective bidder as the case may be, the RSSC may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46 of RTPP Rules – 2013.
12. RIGHT TO ACCEPT OR REJECT TENDERS A. The tender is liable to be rejected, inter-alia:
 - i. If it is not in conformity with the instructions mentioned in the tender paper.
 - ii. If it is not properly signed by the bidder.
 - iii. If it is received by Fax.
 - iv. If it is received after the expiry of the due date and time.
 - v. If it is not accompanied by other requisite documents.
 - vi. If it is conditional.
- B. This office reserves the right to:
 - i. Accept / Reject any of the tender in full or part thereof.
 - 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 tenders in part or full without assigning any reason thereof.
 - v. Award contracts to one or more bidders for the items covered by the tender.
13. Forfeiture of EMD/Bid security- The EMD/Bid security taken from the bidder shall be forfeited in following cases:
 - i. When the bidder withdraws or modifies his bid proposals after opening of bids.
 - ii. When the bidder does not execute the agreement in accordance of RTPP provisions after placement of order within specify time.

- iii. When the bidder fails to commence the supply of goods and services as per purchase/ work order/ latter of award within the time prescribed.
 - iv. When the bidder does not deposit the security money after the work order is placed.
 - v. To recover any dues against the firm from any other contract with RSSC.
 - vi. When the successful bidder fails to complete the services satisfactorily within the time specified.
 - vii. If the successful bidder breaches any provision of code prescribed for bidders in RTPP Act and chapter VI of the rules.
14. No interest will be paid on amount of EMD/ Security Deposit. Every bidder, if not exempted, participating in the bidding process must furnish the required Earnest money deposit as specified in Notice Inviting Bid (NIB). The EMD of unsuccessful bidders shall be refunded soon after final acceptance of bid and award of contract. In case of best/ successful bidder(s), the EMD, if feasible, may also be adjusted in arriving at the amount of the PSD. EMD of a bidder lying with RAJASTHAN STATE SPORTS COUNCIL, JAIPUR in respect of other bids awaiting decision will not be adjusted towards EMD for the fresh bids. The EMD originally deposited may, however, be taken into consideration in case bids are re-invited.
 15. The service point indicated in the tender is indicative that may be increased / decreased.
 16. Per point Service cost payable to each category and minimum qualification required of staff is at Annexure G-1 for Professional Service points. Work profile detail of service points is as per TOR G-1(A) for Professional Service points. The successful bidder will have to submit bio data and photo copy of testimonials duly attested by the bidder at time of deployment before the screening committee. The RSSC reserves all rights to accept the deployment.
 17. *It should also be noted that certificate, by CA also be enclosed showing average turnover of previous three years (2019-20, 2020-21 & 2021-22) not less than Rs. Upto 3,50,00,000/- (Rupees Three Crore Fifty Lacs only) and out of turnover of Rs 3.50 crore, Rs. 1.00 crore should be from HR/Coaches/Manpower services in any one year amongst previous three years (2019-20, 2020-21 & 2021-22). Audited certificate of three preceding years should be appended along with technical Bid. It should be noted that the number of work order in each year is restricted up to three only.*
 18. The contract period of this tender is for one year. The contract/agreement can be extended as per mutual consent of both parties as per provisions of RTPP Act 2012 and Rule 2013 subject to satisfactory performance of the agency.
 19. The bidder should note that although the consolidated Service Charge in percentage would be base for selection as minimum bid. However, other factors like annual turnover, financial strength, experience of Govt. sector projects execution, etc. may also be taken into consideration for finalization of tender.
 20. The service charges/rates quoted by the agency shall be fixed for a period of one year and no request for any change/modification shall be entertained before expiry of the contract period.
 21. The bidders are required to quote their consolidated service charge rates in percentage both in words and figures and put their Signature. The bidder should also sign on any overwriting or any correction made in the tendered rate. If there is a discrepancy between words and figures the bid evaluation committee shall correct arithmetical errors in substantially responsive bids, on the following basis, namely
 - (a) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (b) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error,
 22. Notwithstanding stated above the provisions of RTPP Act 2012 RTPP Rule 2013 and GF & AR will be applicable with respective amendments made by Govt. of Rajasthan time to time.
 23. **Period of Validity of Bids :**
 - a) Bids shall remain valid for the period of 180 days, as specified in NIB, after the bid submission deadline date prescribed by the tendering authority. A bid valid for a shorter period shall be rejected by the tendering authority as nonresponsive bid.
 - b) In exceptional circumstances, prior to the expiration of the bid validity period, the tendering authority may request bidders to extend the period of validity of their Bids. The EMD shall also be extended for a

corresponding period. A bidder may refuse the request without forfeiting its bid security i.e. EMD. A bidder granting the request shall not be required or permitted to modify its bid. The request and the responses shall be made in writing.

24. Format and Signing of Bid:

- a. The bid forms/templates/annexure etc., wherever applicable in technical Bid shall be typed or written in indelible ink and shall be signed (all the pages) by a person duly authorized to sign, in token of acceptance of all the terms and conditions of the bidding document. This authorization shall consist of a written letter of Authorization from the Authorized person, accompanied with a board resolution, in case of a company/power of attorney as per Annexure-I.
- b. Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the authorized person signing the bid.
- c. The bid, duly signed (digitally) by Authorized signatory, should be uploaded on the eproc portal in respective file/ format.
- d. Bidders must submit their bids online at e-proc portal. Bids received by another other means shall not be accepted.

25. Bid Opening/ Opening of Tenders:

- a. The RSSC Tender Evaluation Committee will perform the bid opening, which is a critical event in the bidding process.
- b. All the bids uploaded up to specified date and time shall be opened online, on date and time at the specified place in the presence of bidders or their authorized representatives who may choose to be present. Alternatively, the bidders may also view the bid opening status/ process online at e-Proc website.
- c. All the documents comprising of technical bid/ cover shall be opened & downloaded from the e-Proc website (only for the bidder's who have submitted the prescribed fee(s) to RAJASTHAN STATE SPORTS COUNCIL, JAIPUR
- d. The Financial Bid cover shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical bids.

26. Evaluation of Technical Bids:

- a. The technical evaluation shall be completed by the Committee as early as possible after opening of technical bids.
- b. The eligible bidders whose bid is determined to be substantially responsive shall be considered to be qualified in the technical evaluation, unless disqualified pursuant to clause "Conflict of Interest" or "Disqualification", and shall be informed, either in writing or by uploading the details on the websites mentioned in the NIT, about the date, time and place of opening of their financial bids
- c. The firms which could not qualify in technical evaluation will be informed about this fact. EMD refunded after completion of the bid process i.e. award of the contract to the best value / successful bidder.

27. Evaluation of Financial Bids

- a) The financial bids/ cover of bidders who qualify in technical evaluation shall be opened online at the notified time, date and place in the presence of the bidders or their representatives who choose to be present. Alternatively, the bidders may also view the financial bid opening status/ process online at e-Proc website.
- b) The process of opening of financial bids/ covers shall be similar to that of technical bids.
- c) To evaluate a bid, the tendering authority shall consider the following: -
 - I. the bid price as quoted in accordance with bidding document
 - II. Price adjustment for correction of arithmetic errors in accordance with bidding document
- d) The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities.

28. Disqualification:

Tendering authority may at its sole discretion and at any time during the processing of bids, disqualify any bidder/ bid from the bid process if the bidder:

- i. Has not submitted the bid in accordance with the bidding document.
- ii. Has submitted bid without submitting the prescribed Tender Fee, RAJASTHAN STATE SPORTS COUNCIL, JAIPUR Processing Fee, EMD or the Bidder's authorization certificate.
- iii. Has imposed conditions in his bid.
- iv. During validity of the bid or its extended period, if any, increases his quoted prices.
- v. Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- vi. Has failed to provide clarifications related thereto, when sought.
- vii. Has submitted more than one bid. This will cause disqualification of all bids submitted by such bidders including forfeiture of the EMD.
- viii. Is found to canvass, influence or attempt to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification

29. Acceptance of the Tender/ Bid :

- a) Prior to the expiration of the period of bid validity, the tendering authority shall notify the Successful bidder(s), in writing, that its bid has been accepted.
- b) The tendering authority shall award the Contract to the bidder whose proposal/ bid has been determined to be the best value bid.
- c) Decision on bids shall be taken within original validity period of offers. If the decision on acceptance or rejection of a bid cannot be taken within the original bid validity period due to unavoidable circumstances, all the bidders shall be requested to extend validity period of their bids up to a specified date.
- d) As soon as a bid is accepted by the tendering authority, its written intimation (LOA) would be sent to the concerned bidder. In the same intimation the bidder may be asked to execute an agreement in prescribed format on a non-judicial stamp of prescribed value Rupees 500/- and deposit the amount of prescribed performance security deposit 5% of the contract amount. Within 7 days from the date of issue of acceptance.
- e) The acceptance of an offer is complete as soon as the letter of communication is posted to the correct address of the bidder(s).
- f) The acceptance of the bid shall also be placed on website of www.rssc.in & www.sppp.rajasthan.gov.in & <http://eproc.rajasthan.gov.in>. general information to all.
- g) The EMD of the bidders whose bids could not be accepted shall be refunded soon after the agreement with the successful bidder is executed and his performance security deposit is obtained. Until a formal Contract is prepared and executed, the letter of acceptance shall constitute a binding Contract.

30. Confidentiality:

- a. Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract award.
- b. Any attempt by a bidder to influence the tendering authority or other officials in the examination, evaluation, comparison, and post qualification of the bids or Contract award decisions may result in the rejection of his bid.
- c. From the time of bid opening to the time of Contract award, if any bidder wishes to contact the tendering authority on any matter related to the bidding process, he is allowed to do so in writing

31. Conflict of Interest:

- a. RAJASTHAN STATE SPORTS COUNCIL, JAIPUR considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. In pursuance of RAJASTHAN STATE SPORTS COUNCIL, JAIPUR Procurement Ethics requirement that bidders, suppliers, and contractors under contracts, observe the highest standard of ethics.

RAJASTHAN STATE SPORTS COUNCIL, JAIPUR will take appropriate actions against the bidder(s), if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all bidders found to have a conflict of interest shall be disqualified.

- b. A bidder may be considered to be in a conflict of interest if the bidder or any of its affiliates participated as a consultant in the preparation of the solicitation documents/RFP for the procurement of the goods and services that are the subject matter of the bid.
 - c. It may be considered to be in a conflict of interest with one or more parties in the bidding process if.
 - i. They have controlling shareholders in common; or
 - ii. It receives or have received any direct or indirect subsidy from any of them; or
 - iii. They have the same legal representative for purposes of the Bid; or
 - iv. They have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the tendering authority regarding this bidding process.
32. **Tendering authority's Right to accept/ Reject any or all of the Bids:** The tendering authority reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the bidders.
33. **Sub-contracting:** The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser/ Tendering Authority.

34. **Grievance Redressal**

Any grievance of a Service Provider pertaining to the procurement process shall be by way of filing an appeal in accordance with the provisions of Chapter III of the Act and Chapter VII of the Rules.

First Appellate Authority: The Principal Secretary, Department of Sports & Youth Affairs, Government of Rajasthan, Secretariat, Jaipur-302 005

Second Appellate Authority: Will be Finance Department of Government of Rajasthan, Secretariat, Jaipur- 302005

35. **Termination:**

a) **Termination for Default:**

- i. The tender sanctioning authority of RAJASTHAN STATE SPORTS COUNCIL, JAIPUR may, without prejudice to any other remedy for breach of contract, by a written notice of default, of at-least 30 days, sent to the supplier/ selected bidder(s), terminate the contract in whole or in part: -
 - If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by RAJASTHAN STATE SPORTS COUNCIL, JAIPUR; or
 - If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or If the supplier/ selected bidder(s), in the judgment of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
 - If the supplier/ selected bidder commits breach of any condition of the contract.
- ii. If RAJASTHAN STATE SPORTS COUNCIL, JAIPUR terminates the contract in whole or in part, amount of PSD may be forfeited.

b. Termination for Insolvency: RAJASTHAN STATE SPORTS COUNCIL, JAIPUR may at any time terminate the Contract by giving a written notice of at-least 30 days to the supplier/selected bidder(s), if the supplier/ selected bidder become bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier/ selected bidder(s), provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to RAJASTHAN STATE SPORTS COUNCIL, JAIPUR

c. Termination for Convenience:

- i. RAJASTHAN STATE SPORTS COUNCIL, JAIPUR, by a written notice of at least 30 days sent to the supplier/ selected bidder(s), may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

36. Settlement of disputes

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this Contract, the aggrieved party shall issue a written notice setting out the dispute/differences or claim to the other party. Parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 30 days from the date of receipt of written notice, the matter will be referred for Arbitration.

Arbitration

In case the dispute is not resolved any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by Principal Secretary, Government Rajasthan, Department of Sports and Youth Affairs. Arbitration proceedings shall be conducted at Jaipur and the award shall be made in English or Hindi language. Following are agreed:

- The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.
- The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel).

When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Contract.

GENERAL CONDITIONS OF CONTRACT

1. All services Part Time Coaches should be qualified and skilled in performing such services as per the eligibility criteria indicated in Annexure G-1 and ToR as per Annexure G-1(A).
2. The Part Time Coaches provided for service points by the Agency should not have any Police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the Part Time Coaches 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. The service provider will also ensure that the Part Time Coaches provided are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such Part Time Coaches who are not found suitable by the office for any reasons immediately on receipt of such a request. A certificate to this effect should be submitted in the form of an Affidavit.
3. The service provider shall engage necessary Part Time Coaches 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.
4. There is no Master and Servant relationship between the employees of the service provider and this office.
5. The service provider's Part Time Coaches shall not claim any benefit/compensation/absorption/regularization of services from/in this office under the provision of Industrial Disputes Act, 1947 or Contract Labor (Regulation & Abolition) Act, 1970.

6. The service provider's Part Time Coaches 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.
7. The service provider's Part Time Coaches 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 Part Time Coaches provided by them. The agency shall be bound to prohibit and prevent any of their Part Time Coaches 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 on any matter arising under the clause shall be final and binding on the agency.
8. That the Part Time Coaches engaged shall not be below the age of 18 years and above 60 yrs. In case of above 60 yrs. coaches retired from SAI, Sports Council or any Govt. sports body or any International medalist, Arjun Awardee, Guru Vashist Awardee, Dronacharya Awardee will get age relaxation after prior approval of Chairman, Sports Council.
9. The functional control over the Part Time Coaches provided by the Agency will rest with RSSC and the disciplinary/administrative/Technical control will be with the Agency.
10. This office may require the service provider to dismiss or remove from the work place, any Part Time Coaches, provided 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 deliverable, 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.
11. The service provider has to provide Photo Identity Cards to the Part Time Coaches provided by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.
12. The transportation, food, medical and other statutory requirements in respect of each Part Time Coaches of the service provider shall be the responsibility of the service provider.
13. Subject to terms of this document, no variation in or modification of the terms of contract shall be made except by written amendment.
14. The service provider shall ensure proper conduct of his Part Time Coaches in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking and loitering without work.
15. 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 after submission of claim, complete in all respects. Tax if any shall be deducted at source as per the relevant Act.
16. The service provider will also give undertaking they will not adopt any malpractices at any stage of bidding/execution.
17. Payments to the service provider would be strictly on the basis of certification by the officer with whom the Part Time Coaches is attached that his services are satisfactory and attendance as per the bill submitted by the service provider.
18. The service provider will provide the services at service point created temporary for a shorter period also, in case of any exigencies as per the requirement of this office.
19. The service provider shall provide uninterrupted services to RSSC.
20. 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 fulfillment of the contract from time to time.
21. This office shall not be liable for any loss, damage, theft, burglary or robbery of any Deliverable belongings, equipment or vehicles of the Part Time Coaches of the service provider.

22. 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 provided 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.
23. Working hours for service point (Part Time Coaches) would be 3:00 hours in morning and 3:00 hours in evening on all days. However, the concerned deliverable may have to work beyond these hours if there is any urgency has directed by district sports officer The Part Time Coaches provided shall be punctual and shall abide by the directions of the Department in this regard.
24. If The Part Time Coaches will work on Saturdays, Sundays and other Gazetted holidays. They will not be paid any extra remuneration for Gazetted holidays.
25. The service provider will maintained the complete information regarding deployed part time coaches and service provider is bound to provide complete information of part time coaches whenever required by RSSC.

Other Conditions

1. 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.
2. The successful bidder shall furnish a security deposit to 5% of contract value in the form of an account payee demand draft drawn in favour of the Secretary, RSSC payable in Jaipur or Fixed Deposit Receipt from a nationalized/commercial bank or Bank Guarantee from a nationalized commercial bank in an acceptable form safeguarding the interest of this office in all respects within 10 days from the date of award work order. The security deposit shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider.
3. The successful bidder will enter into an agreement with this office for on non judicial stamp paper Rs.500/- (Rupees Five Thousand Only) within 7 days from the date of award work order. The above stamp paper will be arranged by the bidder for execution of agreement. The agreement will be valid for a period of one year commencing from the deployment of Part Time Coaches to RSSC and shall continue to be in force in the same manner, unless terminated in writing.
4. The service provider shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this office.
5. The agreement can be terminated by RSSC by giving 3 days period notice in advance.
6. 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, it's likely duration and its cause(s).
7. 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.
8. The services on service point will have to be provided by the agency within 15 days of award of work order.
9. 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 Liquidated Damages in terms of this document, unless an extension of time is agreed upon the application of L.D clause in terms of this document. As per rates below –

No.	Conditions	LD %
(a)	Delay upto ¼ period as prescribed period	2.5%
(b)	Delay exceeding ¼ but not exceeding ½ of proscribed period	5%
(c)	Delay exceeding ½ but not exceeding ¾ period of prescribed period	7.5%
(d)	Delay exceeding ¾ of prescribed period	10%

10. On unsatisfactory services the RSSC will serve a notice to the bidder giving an opportunity to improve performance within two days. A penalty amounting to rupees one thousand per service per day will impose if the work doesn't improve even after seven days from date of notice.
11. That on the expiry of the agreement as mentioned above, the agency will withdraw all its Part Time Coaches after making knowledge transfer to new service provider if required.
12. The service provider has to provide desired part time coaches as per the norms specified in Annexure G-1 as and when required.
13. That if any amount is found payable by the bidders towards, remuneration, and statutory dues in respect of any loss to this office property, the same shall be adjusted from the security deposit of the extent of the amount so determined reserving right to recover the deficit amount through other modes of recovery including the right to terminate the agreement without notice.
14. Subject to terms of this document, if the Service Provider fails to perform the Services within the period(s) specified in the Contract, the Procurer shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to Liquidated specification as prescribed point no. 35 and the maximum deduction is 10% of the contract price in addition to this, the service provider will liable to pay the additional cost of alternative arrangements thereof.
15. 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.
16. The Procurer may at any time terminate the Contract by giving written notice 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 Procurer.
17. The bidder should sign all pages of tender accepting the term and condition and enclosed the same along with technical bid. It is an integral part of the tender.
A check list of appendable document is also enclosed (Annexure-E) with the tender document.
18. The bidder should also sign the undertaking (Annexure-H) and the annexure A to D as required as per RTPP Rules – 2013.
19. Any clarification regarding this tender document clauses may obtained from the Secretary RSSC during office hours till seven days prior to opening date of technical bid.
20. The authorization certificate should also attached if the tender document is signed other than the owner of the firm.
21. No any document shall entertain after schedule time and date as described in NIB by bidder itself.

22. Service provider will assure to pay remuneration to part time coaches on 1st week of every month in their bank account.
23. Service provider will not charge any charges or any amount from the salary of part time coaches.
24. Service provider firstly take approval from RSSC before hiring part time coaches.
25. RSSC has right to ask for bank statement of service provider i.e. amount transferred to the bank A/C of part time coaches anytime.
26. RSSC has the right to take services of part time coaches at sub division level in Rajasthan. The service provider will provide services accordingly.



UNDERTAKING BY THE BIDDER

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. I/We have signed all the pages in acceptance of the terms and conditions.

I/We also undertake that I/We will not adopt any malpractices at any stage of bidding/execution.

Signature of the Bidder with Seal

Name:

Designation:

Address:

A
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CHECKLIST OF DOCUMENTS SUBMITTED

SL No.	Documents to be submitted	Submitted	Not Submitted	Page No.
1.	Scanned Copies of tender document fee, EMD/ Declaration and processing fees			
2.	Copy of Registration of firms			
3.	Copy of Registration certificate of EPF			
4.	Copy of Registration Certificate of ESI			
5.	Copy of Labour license			
6.	Copy of GST Registration			
7.	Copy of Income Tax Return for last 3 years			
8.	Copy of GST clearance certificate upto 31/03/2022.			
9.	Copy of PAN/TAN Card			
10.	Proof of experience of providing HR/Coaches/Manpoer Services amounting of at least Rs. 1.00 Crore in any one year amongst preceding three financial (Not Less than the work order of Rs. 1.00 Cr. in total) years in Govt./Semi Govt./Public sector departments (Work order and satisfactory completion of work certificate issued by concern dept.)			
11.	Audited certificate issued by Chartered Accountant relating annual Turnover for HR/Coaches/Manpower services for last 3 years. (2019-20, 2020-21 & 2021-22)			
12.	Copy of certificate issued by CA for preceding three financial years (2019-20, 2020-21 & 2021-22) must showing atleast average turnover of Rs. 3.50 Crore (Rupees Three Crore Fifty Lacs).			
13.	Annexure A to D duly signed in context to RTPP Rules – 2013.			
14.	Tender document and Technical Bid and undertaking all three duly signed			
15.	Agency profile			
16.	Authorization certificate If the tender is signed other than owners			
17.	List of other clients			
18.	Any other Document			

Signature of Bidder Seal of Establishment

Full Name of Bidder with address and date

Tender for providing the services on job basis to RSSC

PROFORMA FOR TECHNICAL BID

S.No.	Particulars	To be filled by the bidder
1.	Name of the Agency	
2.	Date of establishment of the agency (along with documentary proof)	
3.	Detailed office address of the Agency with Office Telephone Number, Fax Number and Mobile Number and name of the contact person	
4.	Whether registered with and holding license from all concerned Government Authorities including registration under Contract Labour (Regulation & Abolition) act, 1970. (Copies of all certificates of registration to be enclosed)	
5.	PAN/TAN Number with IT Returns for last three years (copies to be enclosed)	
6.	Labour License Number (copy to be enclosed)	
7.	Copy of GST clearance certificate upto 31/03/2022.	
8.	EPF Registration Number	
9.	ESI Registration Number	
10.	Proof of experience of providing HR/Coaches/Manpoer Services amounting of at least Rs. 1.00 Crore in any one year amongst preceding three financial (Not less than the work order of Rs. 1.00 Cr. in total) years in Govt./Semi Govt./Public sector departments (Work order and satisfactory completion of work certificate issued by concern dept.)	
11.	Whether agency profile is attached?	
12.	List of other clients	
13.	Copy of certificate issued by CA for preceding three financial years (2019-20, 2020-21 & 2021-22) must showing atleast average turnover of Rs. 3.50 Crore (Rupees Three Crore Fifty Lacs).	
14.	Audited certificate issued by Chartered Accountant relating annual Turnover for HR/Coaches/Manpower services for last 3 years. (2019-20, 2020-21 & 2021-22)	

Signature of Bidder

Address.....

Mob. No.

Note:- To be submitted in a separate envelope.

Tender for providing the services on job basis to RSSC

FINANCIAL BID/BOQ

Tender No. :

1. I/We accept all the terms and conditions of your Tender Notice referred to above. It is certified that the above quoted rate is in compliance with Minimum Wages Act and all the statutory provisions and rules as applicable.
2. GST as applicable paid excluding the Consolidated Service Charge.
3. Minimum Service Charge should not be less than 1% (one %).

S.No.	Particulars	Consolidated Service Charge (Rate in %)	
		In Figure	In Words
1	2	3	4
1.	Professional Service Points as per Annexure G-1, G-1(A)		

Annexure G-1

S. No.	Name of Service	Eligibility	Remuneration (per month)	No. of Service Point (Approx)
1	Part Time Sport Coaches various districts of Rajasthan	May be International Player Or Post Graduation Diploma in Sports Coaching from NIS/ or National recognized University (6 week course will not be included) Or Senior National Medalist/ All India Inter-University Medalist Or Senior National participation/ All India Inter-University participation	International 25,000/- Or Post Graduation Diploma in Sports Coaching from NIS/ or National recognized University (6 week course will not be included) 20,000/- Or Senior National Medalist/ All India Inter-University Medalist 15,000/- Or Senior National participation/ All India Inter-University participation 13,500/-	500



ToR for Part Time Coaches

- Provide Coaching for specific Sports to the players
- Enhancement of sporting skills in the players.
- Timing for coaching will be as under:-

Session	Summer	Winter
Morning	6:00AM – 9.00 AM	7:00 AM – 10.00 AM
Evening	4:00PM – 7.00 PM	3:30 PM – 6:30 PM

- Participation in workshops, seminars, meeting in and outside the State.
- Any other work related to skill development assigned by District Sports Officer, RSSC.

Coordination/Reporting

- Interaction with District Sports Officer, RSSC for advice and reporting on day to day basis.
- Working under overall supervision and guidance of Headquarter RSSC & District Sports Officer of their respective district.
- Schedule for whole month (Including holidays).

h

BIDDER'S AUTHORIZATION CERTIFICATE {to be filled by the bidder}

To,

{Tendering Authority},

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with Tender **with RAJASTHAN STATE SPORTS COUNCIL, JAIPUR.**

He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

