

**Administration of
UT of Dadra & Nagar Haveli, Daman & Diu
Sports & Youth Affairs, Silvassa**

No.ADM/S&YA/GNL/AMC/2020-21/03

Date: 30/01/2021

e-Tender (Online) Invitation Notice No.2

The Department of Sports & Youth Affairs, Silvassa invites online tender on <https://dnhtenders.nic.in> from eligible agencies for providing "Annual Operation and Comprehensive Maintenance Contract of Swimming Pool and providing Life Guard, Cleaning & Security of Swimming Pool situated at New Sports Complex, SILVASSA".

Sr. No.	Particulars	Estimated Cost	EMD (Earnest Money Deposit)	Tender Fees (Non-Refundable)	e-Tender ID No.
01.	"Annual Operation and Comprehensive maintenance contract of Swimming Pool and providing 2 Nos. of Trainers (01 No. of Male & 01 No. of Female), 2 Nos. of Life Guard (01 No. of Male & 01 No. of Female), Cleaning & Security of swimming pool situated at New Sports Complex, SILVASSA". (Size of Swimming Pool 1. Half Lap Pool : 23.55 mtr. Length x 13.05 mtr. Width x 1.80 mtr. Deep) 2. Kids Pool : 4.50mtr. Length x 4.50 mtr. Width x 0.75 mtr. Deep) 3. Diving Pool : 12.40 mtr. Length x 13mtr. Width x 4.30mtr. Deep)	Rs.20,84,692/-	Rs.52,500/-	Rs.2000/-	

Online document downloading Start Date : 13/01/2021
Downloading End Date : 27/01/2021 11.00 Hrs.
Last Date & Time for receipt of Bid : 27/01/2021 17.00 Hrs. / 05 pm
Opening of Technical Bid : 27/01/2021 11.00 Hrs
Opening of Price Bid : 27/01/2021

Bidders have to submit price bid in Electronic format only on <https://dnhtenders.nic.in> website till the last date and time for submission. Price Bid in Physical format shall not be accepted under any circumstances. Address: New Sports Complex, Near Silvassa Garden, Silvassa
E-mail: dnhsportsyouthaffairs@gmail.com.
Phone No.0260-2632407, website: <https://dnhtenders.nic.in>.

Only tender fees and EMD should be submitted in original to be sent to the above-mentioned address by R.P.A.D./Speed Post or to be deposited in the tender box kept in the office of the undersigned. However, Tender Inviting Authority shall not be responsible for any postal delay.

1. The EMD and Tender Fees should not be forwarded by cash.
2. The Tender Fees will be accepted only in form of Demand Draft / Bankers Cheque of any Nationalized or Scheduled Bank of India authorized by RBI payable at Department of Sports & Youth Affairs, Silvassa.
3. The EMD will be accepted in form of FDR or Bank Guarantee from any Nationalized or Schedule/ Commercial Banks authorized by RBI in an acceptable form payable at Department of Sports & Youth Affairs, Silvassa.

The tender inviting authority reserves the right to accept or reject any or all the tender to be received without assigning any reasons thereof. In case bidder needs any clarification on the process of bidding for participating in online tender for further details, correspondence can be made on E-mail: dnhsportsyouthaffairs@gmail.com.



**Deputy Secretary & Deputy Director
Sports & Youth Affairs
Silvassa**

E-mail id: dnhsportsyouthaffairs@gmail.com

Copy to :-

- 1) Chief Publicity Officer Dadra & Nagar Haveli, Silvassa for wide publicity in leading News Papers.
- 2) Director (I.T), Secretariat, Dadra & Nagar Haveli, Silvassa with a request to publish in Website www.dnh.nic.in.
- 3) Copy to all H.O ,Dadra and Nagar Haveli for wide publicity

Contents

CONTENTS		
1	Notice Inviting Tender (NIT)	
2	Instructions to Bidders	
3	Scope of work	
4	Terms & Conditions	
5	Estimated cost	
6	Documents required and checklist	
7	Annexure	

Chapter – 1

Notice Inviting Tender (NIT)

I. Obtaining tender documents

- a. The tender document can be downloaded from www.dnhtenders.nic.in.
- b. Tender notice can be seen at www.dnh.nic.in.

II. Tender Fees (non-refundable):

- a. In case, the tender document is downloaded, a tender fees of Rs.2000/- (Rupees Two thousand only) shall be paid through a Demand draft / Cheque drawn on a nationalized / schedule bank authorized by RBI favoring "Department of Sports & Youth Affairs, Silvassa" payable at Silvassa.

III. Earnest Money Deposit (EMD)

- a. The tender must be accompanied with an EMD of Rs.52,500/- (Rupees Fifty Thousand Five Hundred only) in the form of a PBG / FDR drawn on a nationalized / schedule bank authorized by RBI favoring "Department of Sports & Youth Affairs, Silvassa" payable at Silvassa.

IV. Security deposit

- b. The successful bidder shall pay a security deposit equal to 10% (ten percent) of the tender cost within 15 (fifteen) days from date of issue of Work order.

V. Submission of tender document

- a. Bidders can submit bids along with requisite documents in PDF only at www.dnhtenders.nic.in on or before the last date and time.
- b. The physical form of all above documents can be send via speed post at the New Sports Complex, Near Silvassa Garden, Silvassa.

VI. Important deadlines

S.No.	Item	Deadline
1	Issue of tender document	13/01/2021
2	Tender fees (non-refundable)	Rs.2000/-
3	Earnest Money deposit (EMD)	Rs.52,500/-
4	Submission of tender	27/01/2021 up to 17:00 PM or 5 pm
5	Opening of technical bid	At 11:00 AM on 27/01/2021
6	Opening of financial bid	27/01/2021

Chapter – 2

Eligibility Criteria

1. The bidder should have experience of at least three years out of four financial years (2019-20, 2018-19, 2017-18 and 2016-17) of rendering similar Annual Operation and Comprehensive Maintenance Contract of Swimming Pool having work orders valuing Rs.30,00,000 /- (Rupees Thirty lakhs) and above for one year contract period in any one or more govt. institutes / semi-govt. / PSU The bidder should have executed in the past at least 2 Nos. work of Annual Operation and Comprehensive Maintenance Contract of Swimming Pool of value not less than Rs.30 lakhs each work from State / Central Govt. Undertakings/ as prime contractor on the date of the advertisement. Certificate from relevant engineer must be submitted to this effect.
2. The bidder should have minimum annual turnover of Rs.30,00,000/- (Rupees Thirty lakhs) for three years out of four years (2019-20, 2018-19, 2017-18 and 2016-17).

1. See Chapter – 7

Chapter – 3

Instructions to Bidders

General Instructions

1. Site visit :
 - i. Before tendering, the bidders must visit the site where intended services are to be provided and satisfy themselves as to the conditions prevalent at the site.
2. Disqualifications and Rejections of bids :
 - i. The Agency reserves the rights to accept, reject any or all tenders without assigning any reasons thereof. The decision of the Deputy Secretary & Deputy Director, Sports & Youth Affairs shall be final & binding on all.
 - ii. The Agency reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations against earlier contracts entered into with this department or any other central or state govt. agencies or contract terminated for any reason. The decision of the Deputy Secretary & Deputy Director, Sports & Youth Affairs shall be final & binding on all.
 - iii. If The Agency found that the bidder is blacklisted or terminated on previous occasions by anyone at any stage then, the contract will be cancelled.
 - iv. Conditional bids shall be summarily rejected.
3. General communications :
 - i. Any corrigendum, if any, related to this tender, till the tender process is completed, shall be uploaded at www.dnhtenders.nic.in by the Sports & Youth Affairs, Silvassa.
 - ii. Bidders can email their queries at dnhsportsyouthaffairs@gmail.com.
 - iii. Contact person: Vishal T. Garde- 8140289293, Santosh K. Kapdi- 9904627886.
4. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of Land. Such action will result in the rejection of bid, in addition to other punitive measures.
5. Each bidder should submit only one tender.
6. Tenders are non-transferrable.

Instructions relating to Payments

1. All amount should be quoted in figures & words. It should be inclusive of all wages, materials required, overheads & taxes. It should be inclusive of GST.
2. All financial transactions shall takes place in Indian Rupees only.
3. In case, the tender document is downloaded, a tender fees of Rs.2000/- (Rupees Two thousand only) shall be paid through a Demand draft / Cheque drawn on a nationalized / schedule bank favoring "Department of Sports & Youth Affairs, Silvassa" payable at Silvassa.
4. The tenders without tender fees shall be summarily rejected.
5. The tender must be accompanied with an EMD of Rs.52,500/- (Rupees Fifty Two Thousand Five Hundred only) in the form of a PBG / FDR drawn on a nationalized / schedule bank authorized by RBI favoring "Department of Sports & Youth Affairs, Silvassa" payable at Silvassa.
6. Other forms of payment shall not be accepted.
7. The tenders without EMD shall be summarily rejected.
8. At the back of the PBG / FDR, please mention, Providing Annual Operation and Comprehensive Maintenance Contract of Swimming Pool at the properties of the Sports & Youth Affairs"
9. EMD shall be forfeited under following circumstances :

- i. Non-submission of requisite documents in proper format.
 - ii. Submitting false / fabricated documents, false affidavit or misleading information / statement.
 - iii. The agency fails to execute the work order within stipulated time.
 - iv. The termination of contract.
10. EMD of unsuccessful bidders shall be refunded within one month by DD / Cheque after deducting transaction charges.
11. EMD is non-adjustable with any other amount like Tender fees, Security fees, Monthly bills etc.
12. All statutory deductions such as TDS on GST, TDS (I.T), surcharge, education cess shall be deducted as applicable from time to time.
13. The successful bidder shall pay a security deposit equal to 10% (ten percent) of the tender cost within 15 (fifteen) days from date of issue of Work order. This security deposit shall remain with the Agency throughout the contract period without bearing any interest of whatsoever kind. It will be refunded to the agency within 60 (sixty) days of completion of the contract subject to :
 - i. Satisfactory performance of the contract
 - ii. Deducting any dues payable to the Agency
 - iii. Any deduction due to agency's obligation under the contract.
14. No extension of time limit shall be entertained.

Chapter – 4

Scope of Work

A. Manpower requirement

S.No.	Location	Type of Work	Duration of Work	Manpower requirement
1	New Sports Complex, Silvassa	Trainer	08 hours	02 (1 No. of Male & 1 No. of Female)
		Life Guard	08 hours	02 (1 No. of Male & 1 No. of Female)

B. Annual operation and Comprehensive Maintenance of the swimming pool services

1. The work will involve in providing skilled technician for operation of filter plant every day from 6:00 a.m. to 8:00 p.m. including Sunday & Holidays (365 days).
2. All the floating dirt & leaves will be removed from the swimming Pool and surrounding areas.
3. Suction sweeper Bottom Cleaner will be operated regularly to remove settled dirt from pool floor for maintaining cleanliness and hygiene in Swimming pool.
4. Water level will be checked in pool & balancing tank filtration plant will be operated at proper working pressure.
5. Back washing of the filters should be done as per the requirements.
6. Water samples should be taken and tested four times a day for residual chlorine and pH parameter and chlorination treatment with other chemical dosing treatment will be administrated as per water parameters.
7. After treatment, the parameters will be rechecked and record of residual chlorine and pH will be maintained in logbook.
8. Pool scum/over flow channel sand balancing tank will be cleaned as per requirement to maintain in the log book.
9. The record of day to day operation and maintenance with availability of Chlorine and other chemicals will be recorded in the logbook so as to maintain proper stock of material.
10. The services should be inclusive of all comprehensive maintenance of filtration plant related machineries as follows:
 - (a) Comprehensive maintenance of filtration plant's pumps & Electric motors.
 - (b) Chlorination plants with necessary all equipment.
 - (c) Main Electric panel board.
 - (d) Suction sweeper machine with necessary all equipments.
 - (e) All valves of Filtration Plants & foot valves.
 - (f) All sizes of PVC pipes of filtration plants.
11. The AMC contractor will clean the premises and surrounding area regularly in order to keep swimming pool in perfect hygienic condition.
12. The AMC contractor will provide qualified and sufficient numbers of trained lifeguard and trainer as per Government norms and as mentioned in tender documents.
13. All employees will wear uniform and will remain present on duty with neat and clean uniform and will maintain perfect discipline on duty.

Chapter – 5 Terms and Conditions

1. Tender shall be valid for a period of at-least six months (180 days) from the date of tender. If the bidder withdraws /amends /impairs /derogates from the tender in any respect during this period, then the EMD shall be forfeited.
2. The total amount quoted to be charged by L1 bidder will remain fixed for first year of contracted period and there will not be any enhancement during the first year. The Agency will not pay any thing over and above this amount during the first year.
3. Initially, the contract will be awarded for one year, which may be extended on the basis of satisfactory services to the satisfaction of the Agency for second and third year on the original terms and conditions.
4. The contract may be renewed for any periods beyond first year on yearly basis, subject to satisfactory services to the Agency. If agreed, the amounts payable during such period of renewal may be enhanced for second & third year by 10% of amount quoted during first year. Total period should not exceed five years.
5. After 30 (thirty) days of operation, the bidder shall be evaluated as per the terms & conditions mentioned in this document. If the bidder fails to meet the expectations, then contract shall be cancelled.
6. One month of prior notice shall be given to the Agency if the Sports & Youth Affairs wishes to terminate the Contract.
7. The bidder should have experience of at least three years out of four financial years (2019-20, 2018-19, 2017-18 and 2016-17) of rendering similar Annual Operation and Comprehensive Maintenance Contract of Swimming Pool having work orders valuing Rs.30,00,000/- (Rupees Thirty lakhs) and above for one year contract period in any one or more govt. institutes / semi-govt. / PSU / etc.
8. Bidder should have executed at least 2 nos works of Rs.30 lakhs each from state/ central govt. undertaking
9. The bidder should have at-least one Trainer & Life Guard on the date of the advertisement.
10. The bidder should have minimum annual turnover of Rs.30,00,000/- (Rupees Thirty lakhs) for three years out of four years (2019-20, 2018-19, 2017-18 and 2016-17).
11. If The Agency found that the bidder is blacklisted or terminated on previous occasions by anyone at any stage then, the contract will be cancelled.

Labour laws and regulations

1. The Agency shall adhere to all labour laws of the land which include the provision of The DNH Minimum wages Rules, 1970, The DNH payment of wages Rules, 1977, The DNH workmen's compensation Rules, 1977, The DNH Employee's State insurance (Medical Benefit) Rules, 2004, The contract labour DNH Rules, 1976, The payment of gratuity (DNH) Rules, 1985, The Model Standing Order, Provident fundact, ESI bonus, Gratuity, Leave, Relieving time, Uniform & Allowance thereof & any other charges applicable from time to time.
2. The Agency shall not employ any person below the age of 18 (eighteen) years. The Agency shall indemnify the Sports Council & its representative(s) from and against all claims and penalties which may be suffered by the Sports & Youth Affairs by reason of any default on the part of the Agency to observe and / or in the performance of the provisions of Employment of Children Act 1938 or any re-enactment or modification of the same.
3. The Agency shall submit details of its personnel working at The Agency along with Aadhaar card as proof of identity.

4. The Agency shall submit biometric attendance of its personnel working at premises mentioned in Chapter 4 – para A along with the monthly bill. All the salaries have to debit to their bank account by 7th of that month. Their copies of bank statement, EPF & ESI proof has to submitted by 15th of that month.

General Conditions

1. The Agency should arrange for potassium permanganate solution and ensure that all swimmers including trainers should dip their feet in this solution before entering into the swimming pool.
2. Conduct of the Agency's employees:
 - i. The Agency shall ensure that the personnel employed by them should be polite and respectful to all. They shall NOT indulge in any fight / argument with anyone. They shall NOT consume alcohol or indulge in consumption of narcotics within institute's premises.
 - ii. The Agency shall ensure that the personnel employed by them should wear clean uniform bearing the label of the Agency name. They shall be provided with at-least three uniforms. They shall not wear chappals during the duty hours.
3. Personnel management :
 - i. All the employees of the Agency shall punch their attendance in biometric machine. Failure to do so, the monthly bill shall not be processed by the Sports & Youth Affairs.
 - ii. In every 03 (three) months, the Agency shall submit medical fitness certificate of all the workers employed by them duly issued by the DHMS (UT of DNH & DD) indicating that they are NOT suffering from any communicable diseases.
 - iii. The Agency shall not station any person from third party NOR involvement of third party in any manner.

Penalty provision

S	Rule Violation	Minimum fine per violation
1	If the swimming pool is found dirty from 8 am to 10 pm during working days and from 10 am to 5 pm during non-working days then -	Rs.10,000/- or 10% of daily billing for one day whichever is more
2	If found not using bio-degradable bags then -	Rs.10,000/- or 10% of daily billing for one day whichever is more
3	If the chemicals / disinfectants used are unbranded and are of poor quality or caused any sort of medical harm to anyone then-	Rs.20,000/- or 25% of daily billing for one day which ever is more
4	If the plant operator in found absent from duty or late attendance then	Rs.30,000/- or 40% of daily billing for one day whichever is more
5	If the trainer, life guard is found NOT in specified uniform then -	Rs.10,000/- or 10% of daily billing for one day which ever is more
6	If any employee of the Agency is found involved in unscrupulous activity or misbehavior of any kind then -	Rs.50,000/- or 50% of daily billing for one day which ever is more
7	Failure to maintain proper health check-up of the Agency employees then -	Rs.10,000/- or 30% of daily billing for one day whichever is more
8	If potassium permanganate solution is not found being placed & used by swimmers then -	Rs.10,000/- or 10% of daily billing for one day whichever is more

Chapter – 6

DOCUMENTS REQUIRED AND CHECK LIST

DOCUMENTS REQUIRED (Attachments – Self-attested)

1. Certificate of Experience that the Agency / Bidder has handled Annual Operation and Comprehensive Maintenance Contract of Swimming Pool during last four financial years (2019-20, 2018-19, 2017-18 and 2016-17). The bidder should have experience as prime contractor of at least three years out of four financial years (2019-20, 2018-19, 2017-18 and 2016-17) of rendering similar Annual Operation and Comprehensive Maintenance Contract of Swimming Pool having work orders valuing Rs.30,00,000/- (Rupees Thirty lakhs) and above for one year contract period in any one or more govt. institutes / semi-govt. / PSU. Any other certificates as stated above under conditions
2. At-least four references from previous organizations where the Agency / Bidder has served earlier.
3. Bank solvency certificate
4. Income tax certificate for the last three years (2019-20, 2018-19, 2017-18).
5. Balance sheet for the last three years (2019-20, 2018-19, 2017-18).
6. PAN details.
7. GST details.
8. Registration Certificate for their existing business.
9. Undertaking of the agency confirming the available of adequate manpower of requisite qualification and experience for deployment.
10. Undertaking that the Company/firm/proprietor is not blacklisted or terminated by any govt. undertaking or department with regard to the functioning of the company/firm/proprietor.
11. Terms and Condition of tender documents duly stamped and signed on each page.
12. Partnership deed (if applicable).
13. Provident fund registration number.
14. ESI registration number.
15. An EMD of Rs.52,500/- (Rupees Fifty Two Thousand Five Hundred only) in the form of a PBG / FDR drawn on a nationalized / schedule bank authorized by RBI favoring "Department of Sports & Youth Affairs, Silvassa".

Bidding List for pre-qualification bid for Annual-Operation and Comprehensive Maintenance Contract of Swimming Pool at the Agency

Particulars	To be checked Yes / No
1. Certificate of Experience that the Agency / Bidder has handled Annual Operation and Comprehensive Maintenance Contract of Swimming Pool as prime contractor during last four financial years (2019-20, 2018-19, 2017-18 and 2016-17). The bidder should have experience of at least three years out of four financial years (2019-20, 2018-19, 2017-18 and 2016-17) of rendering similar Annual Operation and Comprehensive Maintenance Contract of Swimming Pool having work orders valuing Rs.30,00,000/- (Rupees Thirty lakhs) and above for one year contract period in any one or more govt. institutes / semi-govt. / PSU. Any other certificates of work done as per tender condition	Yes / No
2. At least four references from previous organizations where the Agency / Bidder has served earlier.	Yes / No
3. Bank solvency certificate	Yes / No

4. Income tax certificate for the last three years (2019-20, 2018-19, 2017-18).	Yes / No
5. Balance sheet for the last three years (2019-20, 2018-19, 2017-18).	Yes / No
6. PAN details.	Yes / No
7. GST details.	Yes / No
8. Registration Certificate for their existing business.	Yes / No
9. Undertaking of the agency confirming the available of adequate manpower of requisite qualification and experience for deployment.	Yes / No
10. Undertaking that the Company/firm/proprietor is not blacklisted by any govt. undertaking or department with regard to the functioning of the company/firm/proprietor.	Yes / No
11. Terms and Condition of tender documents duly stamped and signed on each page.	Yes / No
12. Partnership deed (if applicable).	Yes / No
13. Provident fund registration number.	Yes / No
14. ESI registration number.	Yes / No
15. An EMD of Rs.52,500/- (Rupees Fifty Two Thousand Five Hundred only) in the form of a PBG / FDR drawn on a nationalized / schedule bank authorized by RBI favouring "Department of Sports & Youth Affairs, Silvassa".	Yes / No
16. Calculation sheet :	Yes / No

(Name and Signature of the Bidder along with seal of the Agency)
(Address of the Agency, contact no.& valid email-id)

**TENDER FORM FOR PROVIDING ANNUAL OPERATION AND
COMPREHENSIVE MAINTENANCE CONTRACT OF SWIMMING POOL**

Affix duly attested PP
size colour recent
photograph of the
bidder or his
authorized
representative

1. Due date for Tender	
2. Opening date & time of tender	
3. Name, Address of firm/Agency Contact Number	
4. Registration No. of the Firm/Agency (In case proprietor concern not applicable)	
5. Name, Designation, Address and Telephone No of Authorized person of Firm/Agency to deal with	
6. Please specify as to whether Bidder is sole proprietor/Partnership firm, Name and Address, Telephone No.	
7. PAN issued by Income Tax Deptt. (Proprietor/firm/company/Joint Venture)	
8. Copies of last three financial year ITR	
9. Provident Fund Account No.	
10. EST Number	
11. GST Registration No.	
12. License No. (Contract Labour (R&A) Act, 1970)	
13. Copy of valid registration certificate.	
14. Details of Bid security deposit: (a) Amount :-Rs. (b) FDR/DD/BG No. :- (c) Date of issue:- (d) Name of issuing authority:-	

(Name and Signature of the Bidder along with seal of the Agency)
(Address of the Agency, contact no.& valid email-id)

**CHECK-LIST FOR PROVIDING ANNUAL OPERATION AND
COMPREHENSIVE MAINTENANCE CONTRACT OF SWIMMING POOL**

Particulars	Yes / No
1. Certificate of Experience that the Agency / Bidder has handled Annual Operation and Comprehensive Maintenance Contract of Swimming Pool as prime contractor during last four financial years (2019-20, 2018-19, 2017-18 and 2016-17). The bidder should have experience of at least three years out of four financial years (2019-20, 2018-19, 2017-18 and 2016-17) of rendering similar Annual Operation and Comprehensive Maintenance Contract of Swimming Pool as prime contractor having work orders valuing Rs.30,00,000/- (Rupees Thirty lakhs) and above for one year contract period in any one or more govt. institutes / semi-govt. / PSU. Any other certificates as per tender condition	Yes / No
2. Atleast four references from previous organizations where the Agency / Bidder has served earlier.	Yes / No
3. Bank solvency certificate	Yes / No
4. Income tax certificate for the last three years (2019-20, 2018-19, 2017-18).	Yes / No
5. Balance sheet for the last three years (2019-20, 2018-19, 2017-18).	Yes / No
6. PAN details.	Yes / No
7. GST details.	Yes / No
8. Registration Certificate for their existing business.	Yes / No
9. Undertaking of the agency confirming the available of adequate manpower of requisite qualification and experience for deployment.	Yes / No
10. Undertaking that the Company/firm/proprietor is not blacklisted by any govt. undertaking or department with regard to the functioning of the company/firm/proprietor.	Yes / No
11. Terms and Condition of tender documents duly stamped and signed on each page.	Yes / No
12. Partnership deed (if applicable).	Yes / No
13. Provident fund registration number.	Yes / No
14. ESI registration number.	Yes / No
15. An EMD of Rs.52,500/- (Rupees Fifty Two Thousand Five Hundred only) in the form of a PBG / FDR drawn on a nationalized / schedule bank authorized by RBI favouring "Department of Sports & Youth Affairs, Silvassa".	Yes / No
16. Calculation sheet :	Yes / No

Declaration: (i) That all the annexure required for the bid are correctly filled & duly signed by I / We. In case of any discrepancies / error, I / We will be solely responsible for disqualification of I / our bid. (ii) That I / We have not submitted any bid for this contract. (iii) I / We hereby declare that the above information submitted by me/us are true and correct to the best of my / our knowledge and belief and has been cross-checked & found correct.

(Name and Signature of the Bidder along with seal of the Agency)
(Address of the Agency, contact no.& valid email-id)

UNDERTAKING (on a stamp paper of Rs.100/-)

To,
The

Ma'am / Sir,

1. *I / We hereby agree to abide by all terms & conditions laid down in the tender document.*
2. *This is to certify that, I / We, before signing this bid have read & fully understood all the terms & conditions contained therein & undertake myself / ourselves above by the said terms & conditions.*
3. *I / We abide by the all labour laws of the land which include the provision of The DNH Minimum wages Rules, 1970, The DNH payment of wages Rules, 1977, The DNH workmen's compensation Rules, 1977, The DNH Employee's State insurance (Medical Benefit) Rules, 2004, The contract labour DNH Rules, 1976, The payment of gratuity (DNH) Rules, 1985, The Model Standing Order, Provident fund act, ESI bonus, Gratuity, Leave, Relieving time, Uniform & Allowance thereof & any other charges applicable from time to time.*
4. *I / We shall provide absolute Annual operation and Comprehensive Maintenance Contract of swimming pool services with standard quality of cleaning materials.*
5. *I / We shall file certificate to the Sports & Youth Affairs by the 10th of every month all dues / salaries has been paid to all the employees engaged for providing Annual operation and Comprehensive Maintenance Contract of swimming pool services as per minimum wages act & deposited applicable contribution in respect of these employees in EFP & ESI.*
6. *I / We declare that no middlemen, agents, intermediaries, third party shall be engaged for providing any kind of services related to Annual Operation and Comprehensive Maintenance Contract of Swimming Pool.*
7. *I / We declare that the Agency is not involved in any legal matter with any organization nor blacklisted or terminated by any organization.*

(Name and Signature of the Bidder along with seal of the Agency)
(Address of the Agency, contact no.& valid email-id)

PROFORMA FOR BANK GUARANTEE FOR EMD

KNOW ALL MEN by these present that we _____ (Name and address of Bank), having our registered office at _____ (hereinafter called "the Bank") are bound unto the Sports & Youth Affairs (Dadra and Nagar Haveli), in sum of Rs. _____/- for which payment will and truly to be made to the said Employer, the Bank binds himself, his successors and assigns by the presents.

WHEREAS _____ (Name of Bidder) (hereinafter called "the bidder") has submitted his bid dated _____ for providing LifeGuard, Trainer, Cleaning and security of Annual Operation and Comprehensive Maintenance Contract of Swimming Pool (hereinafter called "the Bid").

WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs. _____/- as Bid Security against the Bidder's offer as aforesaid. AND WHEREAS _____ (Name of Bank) have at the request of the Bidder, agreed to give this guarantee as hereinafter contained.

We further agree as follows:

1. That the department may without affecting this guarantee grant time of other to or indulgence to or negotiation further with the Bidder in regards to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Bidder.
2. That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of Bidder.
3. That this guarantee commence from the date hereof and shall remain in force till:-
 - a. The Bidder, in case the bid is accepted by the Sports & Youth Affairs, Silvassa, executed a formal agreement after furnishing the performance Guarantee of a scheduled commercial Bank based in India.
 - b. Forty five days after the date of validity or the extended date of validity of the Tender, as the case may be, whichever is later.
4. That the express "the Bidder" and "the Bank" herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assignees.

THE CONDITIONS of obligation are:-

- I. If the Bidder withdraws his bid during the period of Tender validity specified in the Form of Tender; or
- II. If the Bidder refuses to accept the corrections of errors in his bid; or
- III. If the Bidder having been notified of the acceptance of his bid by the Employer during the period of tender validity and (a) fails or refuses them Performance Guarantee and/or (b) fails or refuses to enter into a contract within 15 days from the receipt of letter of offer.
- IV. If the tender is terminated on the allegation of production of false/forged documents for obtaining the contract.
- V. If the contract is terminated for the reason that the agency is blacklisted in Central Government/State Government /Union Government.

We undertaken to pay the Department upto the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed (i), (ii), (iii) (a), (iii) (b), (iv) or (v) mentioned above, specifying the occurred condition or conditions.

Signature of Witness

Signature of Authorized Official of Bank

PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT

To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of _____ between _____ (Name of the Bank) hereinafter called the "Bank") of the one part and the Sports & Youth Affairs, Silvassa, of the other part.
2. WHEREAS _____ has awarded the contract for Annual Operation and Comprehensive Maintenance Contract of Swimming Pool contract for Rs. _____ (Rupees in figures and words) hereinafter called the "contract") to M/s _____ (Name of the contractor) hereinafter called the "contractor").
3. AND WHEREAS THE contractor is bound by the said contract to submit to the Sports & Youth Affairs, Silvassa, a performance security for a total amount of Rs. _____ (Amount in figures and words).
4. NOW WE the undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Department the full amount of Rs. _____ (Amount in figures and words) as stated above.
5. After the Contractor has signed the aforementioned contract with the Sports & Youth Affairs, Silvassa, the Bank is engaged to pay the Sports & Youth Affairs, Silvassa, any amount up to and inclusive of the aforementioned full amount upon written order from the Sports & Youth Affairs, Silvassa, to indemnify the Sports & Youth Affairs, Silvassa, for any Liability of damage resulting from any defects or shortcomings of the Contractor of the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Sports & Youth Affairs, Silvassa, immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the Liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Sports & Youth Affairs, Silvassa any Money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or processing pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. THIS GUARANTEE is valid for a period of 26 months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).
7. At any time during the period in which this Guarantee is still valid, if the Sports & Youth Affairs, Silvassa, agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time in demand by the Sports & Youth Affairs, Silvassa and at the cost of the contractor.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.
9. The neglect or of forbearance of the Sports & Youth Affairs, Silvassa, in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Sports & Youth Affairs, Silvassa for the payment hereof shall in no way relieve the Bank of their liability under this deed.
10. The expressions "Sports & Youth Affairs, Silvassa" "the Bank" and "the Contractor" hereinbefore used shall In WITNESS whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____(Month)_____ (year) being herewith duly authorized.

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name _____

Designation _____

I.D. No. _____

Stamp/Seal of the Bank.

Signed, sealed and delivered fro and on behalf of the Bank by the above named in the presence of:

AGREEMENT

THIS AGREEMENT is made on the _____ day _____ (Month) _____ (Year) Between Sports & Youth Affairs, Silvassa hereinafter called "the Department", which expression shall, unless excluded by or repugnant to the context, be deemed to include its successor in office and assigns of the one part AND _____ (Name and address of the contractor) through Shri _____, the authorized representative (hereinafter called "the contractor ") (which expression shall, unless excluded by or repugnant to the context, be deemed to include its/their heirs, successors, executors, administrators, representatives and assigns) of the other part. Under which the contractor shall provide uniformed and trained personnel and will use its best endeavors to provide Annual Operation and Comprehensive Maintenance Contract of Swimming Pool at the properties of the Sports & Youth Affairs, Silvassa.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz :
 - a. Letter of acceptance of award of contract;
 - b. Terms and Conditions;
 - c. Notice inviting Tender;
 - d. Details of scope of work and price bid;
 - e. Scope of work, duties and responsibilities;
 - f. Addendums, if any;
 - g. Annexure I to VIII and undertaking, declaration submitted.
3. In consideration of the payments to be made by the Sports & Youth Affairs, Silvassa to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the employer to execute the Annual Operation and Comprehensive Maintenance Contract of Swimming Pool w.e.f _____ as per the provisions of the Agreement and the tender documents.
4. The Department hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per the provisions of this Agreement and the tender documents, the contract price (as per price bid accepted per person per meal/tea).
5. Being the sum stated in the letter of acceptance subject to such additions thereto of deductions there from as may be made under the provisions of the contract at the times in manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and theyear first above written.

For and on behalf of the Contractor
Of Signature of the authorized official

Name of the Official
Stamp/Seal of the Contractor

By the said

Signature of the authorized Officer
Name of the Officer
Stamp/Seal of the Employer

By the said

DECLARATION OF PROPRIETORSHIP FIRM

I, _____ S/o /D/o/W/o _____ R/o _____, do hereby state and affirm as follow:-

1. I am the sole owner/proprietor of a business operating under the name and style " _____ " operating from _____ < address of the premise> _____;
2. This business is not undertaken/operated by a partnership firm or limited liability company.
3. It is also to declare that below mentioned person is my legal nominee for the said proprietorship concern-
Name :- _____
Relationship with proprietor:- _____
4. That the contents of this declaration are true and correct to the best of my knowledge and belief.

Signature of the proprietor with Stamp/Seal

Name : _____

Address : _____

Contact No. _____

Place: _____

Date: _____

Price Bid

S.No.	Location	Type of Work	Manpower requirement	Labour rates (in Rs. Per day)	Amount for One Year (365 days)
1	New Sports Complex, Silvassa	Trainer	02 (1 No. of Male & 1 No. of Female)		
		Life Guard	02 (1 No. of Male & 1 No. of Female)		
		Materials & Other Exp.	--		
	Total				

Note: Rates quoted should be in gross and inclusive of all taxes (Total Lowest will be consider as L1 bidder).

Signature of the proprietor with Stamp/Seal

Name : _____

Address : _____

Contact No. _____

Place: _____

Date: _____