Rs. 1000/-



SPORTS AUTHORITY OF INDIA TRAINING CENTRE

PUDUCHERRY - 605001

TENDER NOTICE

FOR

RUNNING & MAINTENANCE OF MESS AT SAI, TRAINING CENTRE, PUDUCHERRY

(For One Year Period)

(Extendable for one more year based on service provided)

E-mail : <u>saicentrepondy@gmail.com</u>

Telefax : 0413- 2357819

Website: <u>www.sailncpe@gmail.com</u> www.sportsauthorityofindia.gov.in

LAST DATE & TIME FOR SUBMISSION OF TENDER 17.03.2018 UPTO 02:00 PM

DATE & TIME FOR OPENING OF TECHNICAL BID 17.03.2018 AT **03:00PM**.

SPORTS AUTHORITY OF INDIA TRAINING CENTRE, INDIRA GANDHI SPORTS COMPLEX, UPPALAM, PUDUCHERRY – 605001.

Telefax: 0413-2357819

Website: <u>www.sailncpe.gov.in</u> / <u>www.sportsauthorityofindia.gov.in</u>

Email:- saicentrepondy@gmail.com

Bidding Document

For

Mess Contract: - Sports Authority of India, Training Centre, Puducherry (for one year period)

Bid Reference : No.SAI-TC / PDY / 47/M.R.A / 2017-18

Date : 15.02.2018

: From 22.02.18(10 .00 AM To 17.03.18 up to 01.00 PM)
SAI, TRAINING CENTRE, PUDUCHERRY Sports Authority of India Indira Gandhi Sports Complex, Uppalam, Puducherry - 605001
17/03/2018 at 02.00 PM.
17/03/2018 at 03.00 PM. 19/03/2018 at 03.00 PM
:

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Section

Topic

PART-1 BIDDING PROCEDURE

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- Section II Instructions to Bidder (ITB)
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 - (B) Price Schedule
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PART-2 - CONTRACT

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- Section V Contract Forms
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 - (B) Bank Guarantee Form for Performance Security

SECTION I

SPORTS AUTHORITY OF INDIA TRAINING CENTRE,

INDIRA GANDHI SPORTS COMPLEX, UPPALAM, PUDUCHERRY - 605001

Telefax : 0413-2357819

Website: www.sailncpe@gmail.com / www.sportsauthorityofindia.gov.in

Bid Reference : No.SAI -TC / PDY / 47/M.R.A / 2017

INVITATION FOR BID (IFB)

1. Sports Authority of India, Training Centre, Puducherry for and on behalf of Government, Sports Authority of India, Training Centre, Puducherry invites sealed Bids for following work:

	Brief Description of work (e.g., Running/operation of Mess facility	Qty.			Bidding Document Cost
Sl. No.	at	If	Security		(Rs.)
	SAI, Training Centre, Puducherry	Applicable	Deposit		
)			EMD	
	Cooking and serving meals – Breakfast,				1000/-
	Lunch and Dinner.				(Rupees One
	Procurement of raw material as per				Thousand
	specification /Menu available with the	70			only)
	bidding documents. Cleaning of	trainees @		Rs. 1,25,000/-	(non
	Utensils, Kitchen and serving items.	Rs. 225/-		(Rupees One	refundable
	Cleaning of cooking, dining and	-	KS. 3.00.000/-		amount)
1	auxiliary areas etc. Maintenance of the		(Rupees Inree	five thousand	
	equipments in the kitchen and dining		lakhs only)	only)	
	areas. Deployment and supervision of			·	
	required manpower for the above				
	mentioned job. Cleaning and	8			
	maintenance in front of Mess and				
	Surrounding areas.				

2. E	Bidding Schedule:		
(i).	Date & Time for sale of Bidding Document	:	From 22.02.18(10 .00 AM. To
			17.03.18 up to 01.00 PM
(ii).	Place of sale of Bidding Document	:	SAI, Training Centre, Puducherry
(iii).	Place of receipt of Bid	:	
			SPORTS AUTHORITY OF INDIA
			Indira Gandi Sports Complex,
			Uppalam,,
			Puducherry – 605 001.
(iv).	Closing date and time for receipt of Bid	:	17.03.2018 at 02.00 PM
(v).	Date & Time of Opening of Technical Bid	:	17.03.2018 at 03.00 PM

- 3. Bidding Document may be purchased on payment of non-refundable cost as tabulated above in the form of account payee Demand Draft/Cashier's Receipt/Banker's Cheque, drawn in favour of "Centre Incharge, Sports Authority of India Training Centre, Pondicherry, payable at "Pondicherry".
- 4. Bidder may also download the Bidding Document from the SAI website <u>www.sailncpe.gov.in</u> / <u>www.sportauthorityofindia.gov.in</u> and request to e-mail Id. <u>saicentrepondy@gmail.com</u> submit its Bid by utilizing the downloaded document, along with the required non-refundable fee as mentioned in Para 3 above.
- 5. Bidders shall ensure that their Bids complete in all respect, are dropped in the Tender Box placed at Sports Authority of India, Training Centre, Pondicherry on or before the closing date and time as indicated in the Para-2 above, failing which the Bids will be treated as late and rejected.
- 6. In the event of any of the above mentioned dates being declared as a holiday / closed day for the Purchaser, the Bids will be received/opened on the next working day at the appointed time.
- 7. The Bidding Document is not transferable.

CENTRE INCHARGE, SAI, TRAINING CENTRE, PUDUCHERRY.

Sports Authority of India

M/s._____

SECTION – II INSTRUCTIONS TO BIDDER (ITB) 25. PREAMBLE

1. Introduction

- 25.1 The Sports Authority of India has issued these Bidding Documents for Outsourcing Mess Catering Services "Schedule of Requirements", which also indicates, *interalia*, the required contract period for one year and further it can be extendable for a period of one more year based on their service, terms and place of services.
- 1.2 This section (Section II "Instruction to Bidder") provides the relevant information as well as instructions to assist the prospective Bidder in preparation and submission of Bid. It also includes the mode and procedure to be adopted by Tender Calling Authority for receipt and opening as well as scrutiny and evaluation of Bid and subsequent placement of contract.
- 1.3 Before formulating the Bid and submitting the same to the Tender Calling Authority, the Bidder should read and examine all the terms, conditions, instructions etc. Contained in the Bidding Document. Failure to provide and/or comply with the required information, instructions etc. Incorporated in these Bidding Documents may result in rejection of its Bid.
- 2. Language of Bid :The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the Bid exchanged between the Bidder and the Tender Calling Authority, shall be written in the English language. However, the language of any printed literature furnished by the Bidder in connection with its Bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the Bid, the English translation shall prevail.

B. BIDDING DOCUMENTS

3. Content of Bidding Document

- 3.1 In addition to Section I "Invitation for Bid" (IFB), the Bidding Document include:
 - Section II– Instructions to Bidders (ITB)
 - Section IV– General Conditions of Contract (GCC)
 - Section V– Contract Forms

4. Amendments to Bidding Document

At any time prior to the deadline for submission of Bid, the Tender Calling Authority, for any reason deemed fit; modify the Bidding Documents by issuing suitable amendment(s) to it.

5. Clarification of Bidding Document

5.1 A Bidder requiring any clarification or elucidation on any issue of the Bidding Document may take up the same with the Tender Calling Authority in writing. Tender Calling Authority will respond in writing to such request provided the same is received by that authority not later than fifteen days prior to the prescribed original date of submission of Bid.

C. PREPARATION OF BIDS

6.1 Document Comprising the Bid

The open bid is being invited. It shall consist of both Technical & Financial Bid to be opened for evaluation of technically & commercially responsive offer. Bid shall comprise the following:

- i. Bid Security furnished in accordance with ITB clause 10.
- ii. Bid Submission Form as per Section III (A).
- iii. Power of Attorney in favour of signatory of Bidding Documents
- iv. The technical specification of quoted services along with relevant documents.
- v. Clause by Clause commentary on Technical Specification in the Bid Document I of quoted services clearly stating compliance or any deviation.
- vi. Certificate of Incorporation of Bidder.
- vii. National Electronic Fund transfer (NEFT) Form as per Section-III (D) for payment in Indian Rupee, if applicable.
- viii. Price Schedule(s) as per Form in Section-III (B)
- ix. Bid Document duly signed on each page.
- 6.2 It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all required documents in addition to above, if any.
- 6.3 All pages of the Bid should be page numbered and indexed.
- 6.4 The authorized signatory of the Bidder must sign the Bid duly stamped at appropriate places and initial all the remaining pages of the Bid.
- 6.5 A Bidder, who does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- 6.6 Bid sent by e-mail/fax/telex/cable/electronically shall be ignored.

7 Bid Prices

7.1 The Bidder shall indicate on the Price Schedule provided under Section III (B) all the specified components of prices shown therein. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a Bidder, same should be clarified as "NA" (means Not Applicable) by the Bidder.

8. Firm Price

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

9. Documents Establishing Bidder's Eligibility and Qualifications

9.1 Pursuant to ITB clause 6, the Bidder shall furnish, as part of its Bid, relevant details and documents establishing its qualifications to perform the contract if its Bid is accepted.

10. Bid Security

10.1 The Bidder shall furnish along with its Bid, Bid Security for amount as shown in the IFB in Section I. The Bid Security is required to protect the Tender Calling Authority against the risk of the Bidder's unwarranted conduct as amplified.

- 10.2 In case as per Notification of Government of India if the Bidder falls in the category of exemption of Bid Security, it should furnish the relevant Notification along with required documents like valid Registration Certificate etc.
- 10.3 The Bid Security shall be furnished in one of the following forms:
 - i. Account Payee Demand Draft of a Scheduled Bank.
 - ii. Banker's cheque of a Scheduled Bank.
- 10.4 The Demand Draft or Banker's Cheque shall be drawn on any Scheduled Bank in India, in favour of the "Centre Incharge, Sports Authority of India Training Centre, Pondicherry".
- 10.5 The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the Bid. As validity period of Bid as per Clause 13 of ITB is 90 days, the Bid Security shall be valid for 90 days from Techno Commercial Bid opening date.
- 10.6 Unsuccessful Bidders' Bid Security will be returned to them without any interest, after expiry of the Bid validity period, but not later than forty-five days after conclusion of the resultant contract. Successful Bidder's earnest money will be returned without any interest, after receipt of performance security from that Bidder.
- 10.7 Bid Security of a Bidder will be forfeited, if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid in any respect within the period of validity of its Bid without prejudice to other rights of the Tender Calling Authority. The successful Bidder's Bid Security will be forfeited without prejudice to other rights of Tender Calling Authority if it fails to furnish the required performance security within the specified period.
- 10.8 Bid not accompanied with Bid Security shall not be accepted and rejected.

11. Bid Validity

- 11.1 The Bid shall remain valid for acceptance for a period of 90 days (Ninety days) after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected.
- 11.2 In exceptional cases, the Bidders may be requested by the department to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid and they are also to extend the validity period of the Bid Security accordingly. A Bidder, however, may not agree to extend its Bid validity without forfeiting its Bid Security.
- 11.3 In case the day up to which the Bids are to remain valid falls on or subsequently declared a holiday or closed day for the Tender Calling Authority, the Bid validity shall automatically be extended up to the next working day.

12. Signing and Sealing of Bid

- 12.1 The Bidder shall submit their Bid as per the instructions contained in ITB Clause 6.
- 12.2 Bid shall either be typed or written in indelible ink and the same shall be signed by the Bidder or by a person(s) who has been duly authorized to bind the Bidder to the contract.

- 12.3 The Bid shall be duly signed at the appropriate places as indicated in the Bidding Documents and all other pages of the Bid. The Bid shall not contain any erasure or overwriting, except as necessary to correct any error made by the Bidder and, if there is any such correction; the person signing the Bid shall initial the same. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the Bid.
- 12.4 Sealed Bid super scribed with Bid Ref. No. And Bid Opening Date shall be submitted to Centre Incharge, Sports Authority of India, Training Centre, Puducherry.

D. SUBMISSION OF BIDS

13. Submission of Bid

- 13.1 Unless otherwise specified, the Bidder is to deposit the Bids in the Tender Box kept for this purpose at a place as indicated in the IFB in Section-I.
- 13.2 The Bidder must ensure that he deposit his Bid not later than the closing time and date specified for submission of Bids. It is the responsibility of the Bidder to ensure that his Bid whether sent by post or by courier or by person, is dropped in the Tender Box by the specified clearing date and time. In the event of the specified date for submission of Bid falls on or is subsequently declared a holiday or closed day for the purchaser, the Bid will be received up to the appointed time on the next working day.
- 14. Late Bid: Late Bids will not be considered.

E. BID OPENING

15. Opening of Bids

- 15.1 The Tender inviting authority will open the Bid at the specified date and time and at the specified place as indicated in the IFB in Section-I.
- 15.2 In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for the purchaser, the Bid will be opened at the appointed time and place on the next working day.
- 15.3 Authorized representatives of the Bidder, who has submitted Bid on time may attend the Bid opening provided they bring with them letters of authority from the corresponding Bidder.

F. SCRUTINY AND EVALUATION OF BIDS

16. Scrutiny of Bid

- 16.1 The Tender inviting authority will examine the Bid to determine whether the same is complete, whether the documents have been properly signed, stamped and whether the Bid is generally in order.
- 16.2 Prior to the evaluation of Price Bid, the Tender Inviting Authority will determine the substantial responsiveness of each Bid to the Bidding Document. For purposes of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents including Technical Specifications without material deviations.

16.3 If a Bid is not substantially responsive, it will be rejected by the Tender Inviting Authority

17. Qualification Criteria

- 17.1 The bidders should have experience in running catering services in reputed Organisation / institutions like schools/colleges for a minimum period of 3 years. The bidders should have their own establishment in Catering services / Hotels at Puducherry.
- 17.2 The bidder should have a minimum turnover of **Rs. 30.00 Lakhs** every year as a average of the last three financial years starting 01.04.2014.
- 17.3 The Bidder should be registered for service tax/TIN/GST
- 17.4 The Bidder should be registered as Company/Establishment for catering business.

17.5 The Company should have requisite certificate from health department to run Canteen/Mess

17.6 The Bidder should have Permanent Account Number (PAN), EPF, & ESI Registration No.

17.7 The Bidder should have filed Income Tax Return for the last three financial years.

18. Comparison of Bids and Award Criteria

The Bidding document duly completed in all respect should be submitted in three separate sealed envelope (A, B & C) addressed to the **Centre Incharge, SAI, Training Centre, Puducherry.** All the three envelope (A, B & C) duly sealed and super scribed as "Cost of Tender & EMD", "Technical Bid" & "Financial Bid" respectively should be put in one cover which should again be sealed and addressed to **Centre Incharge , SAI, Training Centre, Puducherry** before depositing in the tender box available.

Envelope-A- Cost of Tender Document & EMD

This envelope should contain original receipt issued by the account section of SAI, Training Centre, Puducherry for Rs.1000/- towards the cost of Tender document. In case the tender document is downloaded from internet, DD of Rs. 1000/- (Rupees One Thousand Only) should be put in this envelope. Earnest Money Deposit of Rs. 1,25,000/- (Rs. One lakh twenty five thousand Only) deposited in the form of demand draft issued by any Nationalized / scheduled bank in favour of Centre Incharge, Sports Authority of India, Training Centre, Pondicherry (payable at Pondicherry) "Puducherry" should be put in this envelope. This envelope will be opened first and the second envelope (B) containing technical bid will be opened only of those bidders who put the cost of tender and EMD in appropriate form and amount.

Envelope-B- Technical Bid

This envelope shall contain technical bid consisting of all qualification details, duly signed by the bidder or his authorized signatory on each page. The technical bid should be submitted in the format given at **Annexure-II.** Envelope C containing financial bid will be opened of only those bidders who qualify eligibility criteria as prescribed in the tender document.

Envelope-C- Financial Bid

This Envelope shall contain Financial Bid in the format prescribe at **Annexure III**. There shall be no condition attached to the financial offer. Conditional offer shall be rejected summarily.

Evaluation Criteria: The financial bids shall be evaluated on the basis of <u>lowest bid</u> <u>criteria and highest License fee</u> without compromising on the quality of the menu . <u>Rates quoted should be inclusive of all types of taxes as applicable during the contract</u> period. No other document / paper shall be attached to the financial bid.

G. AWARD OF CONTRACT

19. Tender Inviting Authority's Right to accept any Bid and to reject any or all Bids

The Tender Inviting Authority reserves the right to accept in part or in full any Bid, or reject any or more Bid(s) without assigning any reason or to cancel the Biding process and reject the Bid at any time prior to award of contract, without incurring any liability, whatsoever to the affected Bidder.

20. Notification of Award

- 21.1 Before expiry of the Bid validity period, the Tender Inviting Authority will notify the successful Bidder(s) in writing, by registered / speed post or by fax/ email (to be confirmed by registered / speed post) that its Bid for catering services, which have been selected by the Tender Inviting Authority, has been accepted, also briefly indicating there in the essential details like scope of services. The successful Bidder must furnish to the Tender Inviting Authority the required Performance Security within twenty eight days from the date of dispatch of this notification, failing which the bid security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided under GCC.
- 21.2 The Notification of Award shall constitute the conclusion of the Contract.

22. Issue of Contract

- 22.1 Promptly after Notification of award, the Tender Inviting Authority will mail the Contract Agreement as per TENDER, duly completed and signed, in duplicate, to the successful Bidder by registered / speed post.
- 22.2 The successful Bidder shall return the original copy of the contract, duly signed and dated, to the Tender Inviting Authority by registered/speed post within twenty eight days from the date of issue of the contract.
- 23. Non-receipt of Performance Security and Contract by the Tender Inviting Authority

Failure of the successful Bidder in providing Performance Security and / or returning contract copy duly signed in terms of ITB clauses______ above shall make the Bidder

liable for forfeiture of its bid security and, also, for further actions by the Tender Inviting Authority against it as per the ______of GCC – Termination of default

24. Corrupt or Fraudulent Practices

- 25.1 It is required by all concerned to observe the highest standard of ethics during execution of such contracts. In pursuance of this policy, the Tender Inviting Authority: -
 - (a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
 - (b) will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by the Tender Inviting Authority if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or in executing the contract.

SECTION – III (A) BID SUBMISSION FORM

Date____

То

Sports Authority of India, Training Centre, Puducherry

Ref.: Your Bidding Document No. _____dated _____

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

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

We agree to keep our Bid valid for acceptance for 90 days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

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

We further understand that you are not bound to accept our Bid, you may receive against your above-referred Bid Reference.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt.

Authorities in India.

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

[Signature with date, name and designation]

Duly authorized to sign Bid for and on behalf of Messrs___

[*Name & address of the Bidder*]

Section IV Sports Authority of India

GENERAL CONDITIONS OF CONTRACT : ANNEXURE-I

FOR MESS CATERING SERVICES TO SPORTS TRAINEES OF

SPORTS AUTHORITY OF INDIA, TRAINING CENTRE, PONDICHERRY

- 1. Breakfast, Lunch, Evening Snacks and Dinner need to be served as per the basic menu agreed upon with the Hostel Management Committee. A copy of the typical menu is enclosed as Annexure II
- 2. TENTATIVE MESS TIMINGS

Morning Tea	: 5.30 AM TO 6.00 A.M.
Breakfast	: 7.45 AM TO 9.00 A.M.
Lunch	: 1.00 PM TO 2.30 P.M.
Evening Snacks	: 4.30 PM TO 5.00 P.M.
Dinner	: 8.00 PM TO 9.00 P.M.
Bed Milk	: 09.00 PM TO 09.30 P.M.

- 3. Water facility in the mess will be provided on free of cost. The Electricity will be charged on consumption basis with shown in sub meter in the mess every month.
- 4. Contractor is required to deposit an amount of Rs. 3.00 Lakhs towards security deposit at the time of award of contract within stipulated time if his / her offer is accepted. In case of premature termination of the contract by either side, the security deposit will be forfeited. The security deposit can be in the form of, in the shape of Account Pay Demand Draft or Banker's Chequee drawn from any Schedule Bank in India issue by Scheduled bank in India in prescribed from in Section of this document in favour of Centre Incharge, SAI, Training Centre, Pondicherry, payable at Puducherry.
- 5. Disclaimer: The near relatives of employees of the authority are prohibited from participation in this tender. The near relatives for this purpose are defined as:
 - a. Members of a Hindu Undivided Family.
 - b. Their Spouse.
 - c. The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).
- 6. If dispute or difference of any kind shall arise between the purchaser and the supplier in connection with or relating to the Contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 7. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/ Consignee and a Supplier relating to any matter arising out of or connected with the Contract, such dispute or difference shall be referred to the sole arbitration, appointed to be the arbitrator by the Centre Incharge (Sports

Authority of India, Training Centre, Puducherry). The award of the arbitrator will be final and binding on the parties to the Contract.

- 8. **Venue of Arbitration:** The venue of arbitration shall be the place from where the Contract has been issued.
- 9. The Court of Puducherry will have the exclusive jurisdiction to try the disputes.
- 10. The Contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.
- 11. Statutory Requirement/obligation: All statutory rules, like Minimum wages as per Central Government Rule (EPF) Act, ESI Act + EPF Act, etc., as applicable for engagement of labours on daily wage are to be followed strictly as per Government norms.
- 12. In case of failure to comply with the above statutory Rules, Acts, the authorities shall have the right to impose the penalty or cancel the contract.
- 13. The contractor shall not assign, sublet or part with the possession of the premises and properties of the Institute therein or any part thereof under any circumstances.
- 14. The contractor shall not appoint any sub-contractor to carry out any obligation under this Contract.
- 15. The contractor shall vacate the leased premises with the all features, furniture etc., which are institute properties in good and tenable conditions at the termination of the contract.
- 16. The contractor shall not make or permit any construction or structural alteration of additional fitting inside the premises of the work place without prior written approval of the authorities.
- 17. The security deposit will be returned three months after the end of the contract period without interest if there are no pending issues against the contractor.
- 18. Three months notice is required from the contractor for the termination of the contract service if such a condition arises during the contract period.
- 19. If the contractor and/or his team and also functioning of the mess is not up to the mark or, the quality of the food is below standard or unhealthy or unhygienic, then Institute is empowered to terminate the contract with a short notice of one week. Sports Authority of India Authorities s opinion is final so far as the food quality / mess management is concerned.
- 20. In case of unsatisfactory performance / any dispute whatsoever / labour dispute emergency condition or any other reason as deemed fit by SAI, the contract can be cancelled at the sole discretion of the Centre Incharge.
- 21. Hygiene, overall cleanliness of surrounding, kitchen and the food, raw materials, ingredients etc. Are to be of good quality. Clean, fresh, nutritious, hygienic and edible food has to be served. Any type of COOKED FOOD shall not be stored / preserved / re-served after meals. Not following in charge's suggestions / instructions in above matters shall

be considered as violation of terms and conditions of contract and shall invite penalty for the same (up to 1% of monthly bill as decided by hostel section).

- 22. The mess utensils are to be cleaned with hot water using detergent powder / soap after every meal.
- 23. Contractor shall be solely responsible in case of incidence/s of food poisoning etc. And shall bear the complete expenditure arising out of this for medical treatment of the hostel inmates. In addition, penalty may be imposed on the contractor as decided by the Committee of Wardens / Hall Management Committee for such incidence/s.
- 24. The Contractor shall use only branded raw materials and best quality for preparing the food. Brands of certain mess items are given. A quality control Team will check all materials brought to the mess as well as cooking practices. In the event of the quality of the food served being poor or not adhering to contractual conditions, the Hostel management will be free to impose monetary fine as deemed fit on the contractor. Such fines imposed will be adjusted against the payments due to the contractor. The Institute shall pay only the approved daily rate per student for the entire contract period for one year.
- 25. For safeguarding Government property, the successful bidder should have proper insurance cover.

Salt	Tata/ Annapurna
Oil (Agmark)	Sunflower/SVS/Aurolo
Atta	Ashirvad / Annapurna / Pillsphury
Flavoured fruit drinks	Real / Fresh Juice
Butter/Paneer	Amul
Jam	Kisan / Maggi
Tea	Brook bond/ Lipton/ 3 Roses
Rice (Good quality)	Boiled Ponni / for Briani Basumathi
Bread	Standard quality
Milk	Arokiya / Ruchi / Aavin / Ponlait
Ice Cream (85 ml)	Arun / Any reputed firm

MESS ITEM BRAND / MANUFACTURER LIKE

(These items are indicative only, to be stipulated as per requirement of centre)

The contractor may use any other approved brands only if permitted by the Mess Committee, in writing. In such case the contractor will submit two or three reputed brands for each grocery item and the warden and mess committee with approval by Centre Incharge will select the brands for cooking.

25. It is the sole responsibility of the contractor to get the refills from the gas company to run the mess on his own cost. Any fluctuations in the Gas price must be absorbed by the Contractor only.

- 26. When circumstances warrant, contractor should cater for large number of students/staff members at very short notice. Similarly, fluctuations in strength during vacation periods shall have to be accommodated.
- 27. Monthly payment to the contractor will be made by SAI duly certified by concerned in one installment after the submission of actual mess bill including copies of all statements, taxes paid for the period. Along with **attendance sheet of trainees.**
- 28. No extra payment will be made against VAT/GST etc taxes.
- 29. Contractor has to collect the guest charges directly from the students / guests. Under approval of centre in charge. Guest charges shall be decided by the Centre Incharge, SAI, Training Centre, Pondicherry for ordinary / special meals.
- 30. The contractor and his workers must behave politely with hostel inmates. The contractor and his team, under any circumstances should not involve in arguments with the boarders of the mess. In case of such situations/ under emergency, the Contractor should intimate immediately to the concerned Authorities also.
- 31. Mess workers and cooks should be healthy and medically fit. The contractor shall furnish medical fitness certificate from the authorized govt. hospital in respect of the mess workers & cooks to be deployed for the job. In addition, they are required to have a regular check up with the institute Medical Officer. If any mess worker is found medically unfit, he may not be given permission to continue his duties and mess contractor has to replace him immediately without fail.
- 32. Mess Contractor or his representative manager is required to remain present in the mess when the food is served in the mess.
- 33. Smoking / drinking liquor etc. Is strictly prohibited in the Institute premises.
- 34. Storage / consumption of any alcoholic drink / liquor are strictly prohibited. The contractor shall not serve any of such substance / drink in mess / hostel. Smoking, consuming gutkha, tobacco etc. Is also prohibited in mess premises.
- 35. Employment of child labour (as per norms) is totally prohibited. It is the responsibility of the Contractor to comply with all formalities of labour office including obtaining necessary labour license.
- 36. The employees of the contractor should wear uniform along with a name tag. And maintained bio matrix attendance for records.
- 37. All expenses related to the functioning of the employees engaged by the Contractor shall be in the scope of the Contractor.
- 38. The Contractor is solely responsible for the payment of Minimum wages as per Central Government Rule for their employees as per of the Government norms and deductions towards E.P.F. and E.S.I.

- 39. Contractor shall provide light food to the sick student/s during his/their sickness period and no extra charge will be paid for the same.
- 40. The Centre Incharge SAI, Training Centre, Puducherry reserves the right to reject any/all the tender without assigning any reason therefore.
- 41. The Centre Incharge SAI, Training Centre, Puducherry reserves the Right to negotiate the rate if required.
- 42.The successful bidder will have to provide food / mess services that is morning tea, breakfast, lunch, afternoon / evening tea, dinner, night milk to the SAI hostel occupants as per the prescribed food menu and within the rates as given in chapter-3 of bidding document.
- 43.The contractor will not be allowed to use hard coal / wood, but, will be allowed to use Gas fuel only. No cooking on electricity will be permitted
- 44. The contractor will be responsible for the cleanliness of the dining hall, kitchen and the surrounding areas. Disposal of kitchen waste and other items will be outside the areas of the SAI complex at the cost of the successful bidder.
- 45. The successful contractor will be responsible for maintaining the furniture, electrical, sanitary water connection and other fittings in proper working condition and in case of any fault, will be repaired at the cost of the bidder.

PENALTY

Failure to supply food in terms of quality, quantity and as per the menu indicated in **GCC** will attract penalty. For not adhering to contractual conditions, the department shall be free to impose monetary fine as deemed fit on the contractor. Fines imposed shall be adjusted against payment due to the contractor.

- a) Vegetables used should be fresh and of good quality. If vegetables kept for use is found to be rotten or of poor quality, then a fine of Rs. **1,000/-** for each occasion will be imposed.
- b) Items like Aji-no-moto, Baking soda, colouring items etc are banned and they should not be used. If they are found in the kitchen premises penalty of Rs. **5,000/-** for each occasion will be imposed.
- c) Kitchen should be kept clean. If it is not kept clean, a fine of Rs. 1,000/- for each occasion will be imposed.
- d) For damages caused by the contractor to the kitchen equipments, vessels and other items supplied by the licenser the cost of the equipment will be recovered.
- e) Any complaint of insects cooked along with food found in any food item would invite a fine of Rs. **5,000/-** on the contractor each occasion .
- f) Any complaint of soft objects like rope, soft plastic, cloth etc in food will attract a fine of Rs **1,000/-** per complaint.
- g) Any complaint of stones / pebbles will attract a penalty on the contractor which can range between Rs 1,000/- to Rs 2,000/- depending on the size of the stone/ pebble per complaint.
- h) 5 or more complaints of unclean utensils in a day would lead to a fine of Rs. **1,000/-**on the contractor each occasion
- i) If mess committee agrees that certain item of a meal was not cooked properly then a fine of Rs. **2,000/-** would be imposed on the contractor each occasion.
- j) Changes in approved menu (as per the GCC) of any meal without permission of warden/mess committee would result in a fine of Rs. **1,000/-** on the contractor each occasion.
- k) Fine on any discrepancy (personal hygiene of workers, misbehavior by workers etc.) will lead to fine of Rs. **2,000/-** on contractor for every instance.
- Using of brands not mentioned in the contract without prior permission and adulteration shall invoke a hefty fine beyond the limit of any fine mentioned above and decided by the Centre Incharge consulting with mess committee, wardens.
 Severity of hygiene failure shall be assessed and decided by the mess committee and fined appropriately. In case of gross failure/negligence a severe penalty will be imposed, which could be a hefty fine as cash and/or summary termination of the Contract.
- M) If the complaint are recurring in nature more than 5 times 1% of billing amount penalty will be imposed.

APPLICATION LETTER (Specimen)

To,

Sports Authority of India, Training Centre, Puducherry

Subject: Tender for MESS FACILITY at _____

Dear Sir,

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

Sl. No.	Description	Particulars
1.	Constitution & Nature of Firm	
	(State whether sole proprietor/partnership firm/limited company)	
2.	Year of Establishment	
3.	Registered Postal Address	
4.	Telephone No.	
	Fax No.	
	Mobile No.	
5.	Address of Branches	
6.	Name and address of Directors, in case of Company	
	Name and address of Sole proprietor	
	Name and address of partners; in case of partnership firm	
7.	(a) Name of Bankers & Branch with full address	
	(b) Style of Account & Number (c) Name(s) of person(s) operating the account (enclose banker's certificate)	
8.	PF Code allotted by PF Commissioner with photo copy of certificate	
9	Registration under contract labour (Regulation/ Abolition Act 1970)	
10	Registration of the Company	

Signature

Having acquired the requisite information related to the subject work after visit of the site and examining the form of contract, nature, quantum of work as effecting the tender invited by on behalf of the Sports Authority of India, I/We, the undersigned hereby offer for providing qualified workers as indicated in the Tender Document to MESS FACILITY strictly in accordance with the terms and conditions as indicated by you in the said documents. We also agree to submit the bill on monthly basis and accept the payment to the workers as per the Minimum wages as per Central Government Rule declared by the government from time to time. I/We also agree for the compliance of applicable Labour and other Laws in force and other Govt. orders. All workers engaged by me/us would be suitably compensated by me/us complying with Minimum wages as per Central Government Rule act. All other payment like payments under Workmen Compensation Act etc. shall be borne and payable by me/us. I/We will always keep the Authority indemnified of any claim/damages that SAI have to pay with respect to the service and the deputation of any workers to the Office.

The SAI reserves the right to reject any or all the TENDERS or accept them in part or to reject the lowest quotations without assigning any reasons. The SAI further reserves the right to terminate the contract during its tenure at any time without assigning any reasons.

I/We further pay and have enclosed Earnest Money amounting to Rs. 1,25,000/- and tender fee Rs. 1000/- (Rupees One Thousand only) (Cost of application fee -which is non refundable) in the form of Demand Draft/Pay Order drawn in favour of "The Assistant Director, Sports Authority of India payable at Puducherry" along with the Technical Bid which will remain with SAI up to final award of contract. However, no interest shall be payable on Earnest money. Earnest money of successful bidder shall be refunded only against the submission of Security Deposit.

Thanking you,

Yours faithfully,

(Name) Signature Signed as proprietor/partner/Director who holds power of Attorney on behalf of firm

Name of Firm

Address

Copy of the Power of Attorney to be submitted which will be compared with the original in case the

tender is awarded)

Annexure- II

Application Form for Technical Bid

(it is compulsory to be filled by the bidder)

Sl.No. Particular Description Proof attached as page no. 01 Name of the Registered Company/Cooperative/ Agency	CLN			D C
Company/Cooperative/ Agency Agency 02 Address of the Registered Office Office 03 Year of Establishment Image: Company and Company and Company and Comparisation (Whether proprietorship, partnership, Private Itd., Company or Co-operative body etc., in case the applicant is a non- individual, Certificate copy of a partnership deed/ certification of incorporation/certificate of registration issued by the registrat of Cooperative Societies/ as the case may be enclosed) Image: Company and Company detership deed/ certification of incorporation/certificate of registration issued by the registrat of Cooperative Societies/ as the case may be enclosed) 05 Name of the Proprietor, Partners/ Directors of the applicant with addresses and phone numbers 06 Registration Number and date of registration Company/cooperative /agency(copy of registered may be enclosed) 07 PAN Number (photocopy to (a) be enclosed) 07 PAN Number (photocopy to (a) be enclosed) (b) Income Tax Return file for last three financial years photocopies should enclosed (c) i (c) i (c) i (c) i (c) i	SI.No.	Particular	Description	attached as
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	ii	Sales tax/VAT GST		

	Registration no. (Number & Photocopy of certificates to be given)	
(e)	EPF Registration No. And date (copy may be enclosed	
(f)	ESI Registration No. And date (copy may be enclosed)	
8	Enclose Performance certificate from previous clients	
9	Yearly turnover (enclose copy of audited balance sheet) for the last three Financial Year	
10	Years of relevant experience	

Signature & Seal of the Bidder

List of similar work executed during the last 3 years for institutional/commercial complexes;

S.No	Location of the work & Name of the Organization	Contract Amount (Rs.)	Contract Period	Name & Contact No. Of the client

Signature of the Bidder with seal

Notes-:

- 1. All the documents enclosed should be arranged and submitted in the same serial order as they appear on the qualification bid.
- 2. Information has to be filled up specifically in this format.
- 3. Information shall be limited to the applicant. If any relevant data concerning the group of companies to which the applicant belongs is desired to be given, the same shall be given separately in supplementary sheet.
- 4. Applicant not providing details or with insufficient details shall be rejected.

Signature & Seal of the Bidder

Section - III (B)

Annexure-III

Sports Authority of India, _____

Bidding Document for Mess in SAI_____

1. <u>Price Schedule/Financial Bid</u> (To be utilized by the bidders for quoting their prices)

- 1. No bidder will be permitted to alter or modify their bids after expiry of the deadline for receipt of the bid.
- 2. The financial bid should be valid for a period of 90 days from opening of the Financial bids.

2. Bid Particulars for Tender No.

- 1. Name of Bidder :
- 2. Address of Bidder :
- 3. <u>RATE QUOTED FOR MENU (per day per head)</u>

Rate quoted for Menu (as mentioned in Annexure VI)should not be exceeding Rs. 225/-

(Rupees Two hundred and twenty five only) per day per head.

: **Rs.**....(Rupees

.....only) inclusive of VAT/GST etc., taxes)

Note : In addition 10% Services charge will be paid to successful bidder for maintaining hygiene in the mess on the Boarding Charges.

3. Monthly License fee :

License fee to be quoted per day per head @ Rs. _____

(Rupees Only)

However, the License fee should not be quoted less than Rs. 3/- (Rupees Three only) per day per head.

(Signature of bidder or his authorized signatory with seal)

Telephone No
Fax No
E-mail.
Website:

SECTION – III (D) NEFT MANDATE FORM

From: M/s.

Date:

То

The Centre Incharge Sports Authority of India, Training Centre, Indira Gandhi Sports Complex, Uppalam, Puducherry.

Sub: NEFT PAYMENTS

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

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

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATAE FORM

[Name & address of the manufacturers]

Confirmed by Bank

Enclosed a copy of Crossed Cheque

[[]Signature with date, name and designation] For and on behalf of Messrs______

Annexure- V

THE BIDDERS ARE ALSO REQUESTED TO QUOTE THEIR LOWEST RATES FOR THE FOLLOWING ADDITIONAL ITEMS, IF REQUIRED BY SAI, TRAINING CENTRE, PUDUCHERRY FROM TIME TO TIME

Sl.No.	Particulars	Rate
1	Chicken – 50 gms (Cooked Food)	
2	Mutton – 50 gms	
	Fish – cheer Fish – 100 gm	
3	- Curry fish – 100 gm	
4	Dry Grapes – 50 gms	
5	Cashewnut – 10 gms	
6	Badham – 10 gms	
7	Apple – (Medium 150 gms)	
8	Madulai – (Medium 150 gms)	

(Signature of bidder or his authorized signatory with seal)

<u>Menu of Items to be served in Mess services as per SAI Policy indicating the</u> <u>cost of per person per day to be paid to the caterer may be given .</u> Tentative Menu shall be changed time to time and seasonal

Days	Bed Tea	During Training	Breakfast	Lunch	Evenin g Tea	Dinner	Bed Time
Sunday	Tea 100 ml with Biscuits 2 nos.		Dosa – 4 nos. with Masala, Chattni Boiled Egg – 2 nos. Banana Medium–1 no. Milk – 250 ml	Rice as desired, Sambar with vegetable as desired Rasam as desired. Vegetable Porial Green leaf kuttu Curd 100 ml Veg Salad Seasonal fruit – 1 no.	Tea 100 ml with Biscuit s 2 nos.	Rice as desired Vegetable Porial Chapatti- 3 nos. with Dhall Chicken 200 gram - Gravy Veg. Salad, Rasam Kesari – 50 gram	Milk 250 ml
Monday	Tea 100 ml with Biscuits 2 nos.	Juice (Real / Fresh fruit juice– 200 ml)	Bread – 6 slices Jam – 20 gram Butter – 15 gram Omlettee - 2eggs Banana Medium–1 no. Milk – 250 ml	Rice as desired, Karakulambu with Channa,ladisfinger as desired. Rasam as desired. Vegetable Porial Green leaf kuttu Curd 100 ml Veg Salad Seasonal fruit – 1 no.	Tea 100 ml with Biscuit s 2 nos.	Rice as desired Vegetable Porial Chapatti- 2 nos. with Dhall Fish Fry & Gravy, Rasam, Veg. Salad, Dhal Payasam 100 ml	Milk 250 ml
Tues day	Tea 100 ml with Biscuits 2 nos.	Juice (Real / Fresh fruit juice– 200 ml)	Idly– 8 nos. (50 gram each) Sambar, Chatni Boiled Egg – 2 nos. Banana Medium-1 Milk – 250 ml	Rice as desired, Sambar with vegetable as desired Rasam as desired. Vegetable Porial Tomoto, dhall kuttu Curd 100 ml Veg Salad Seasonal fruit – 1 no.	Tea 100 ml with Biscuit s 2 nos.	Rice as desired Vegetable Porial Chapatti- 2 nos. with Dhall Chicken – 200 gm with Curry, Veg. Salad, Sweet - Glob Jamun.	Milk 250 ml
Wednes day	Tea 100 ml with Biscuits 2 nos.	Juice (Real / Fresh fruit juice– 200 ml)	Bread – 6 slices Jam – 20 gram Butter – 15 gram Omlettee - 2eggs Banana Medium–1 no. Milk – 250 ml	Rice as desired, Sambar with vegetable as desired Vegetable Porial Tomoto, dhall kuttu Curd 100 ml Veg Salad Seasonal fruit – 1 no.	Tea 100 ml with Biscuit s 2 nos.	Rice as desired Rasam as desired Vegetable Porial Chapatti- 2 nos. with Dhall Chicken 200 gram – Curry, Rasam, Veg. Salad, Semiya Payasam-100 ml	Milk 250 ml

Days	Bed Tea	During Training	Breakfast	Lunch	Evening Tea	Dinner	Bed Time
Thurs day	Tea 100 ml with Biscuits 2 nos.	Juice (Real / Fresh fruit juice– 200 ml)	Idly– 8 nos. (50 gram each) Sambar, Chatni Boiled Egg – 2 nos. Banana Medium–1 no. Milk – 250 ml	Rice as desired, Sambar with vegetable as desired Rasam as desired. Vegetable Porial Green leaves kuttu Curd 100 ml Veg Salad Seasonal fruit – 1 no.	Tea 100 ml with Biscuits 2 nos.	Briyani with Mutton-150 grm As desired Thalicha Onion patchadi Ice cream – 85 ml	Milk 250 ml
Friday	Tea 100 ml with Biscuits 2 nos.	Juice (Real / Fresh fruit juice– 200 ml)	Dosa – 4 nos. with Chattni, Sambar Boiled Egg – 2 nos. Banana Medium–1 no. Milk – 250 ml	Rice as desired, Sambar with vegetable as desired Rasam as desired. Vegetable Porial Tomoto,dhal kuttu Curd 100 ml Veg Salad Seasonal fruit – 1 no.	Tea 100 ml with Biscuits 2 nos.	Rice as desired Rasam as desired Vegetable Porial Chapatti- 2 nos. with Dhall Chicken curry, Veg. Salad as desired, Sweet – Glob Jamun.	Milk 250 ml
Satur day	Tea 100 ml with Biscuits 2 nos.	Juice (Real / Fresh fruit juice– 200 ml)	Puri – 6 nos. Potato curry Boiled Egg – 2 nos. Banana Medium– 1 no. Milk – 250 ml	Rice as desired, Sambar with vegetable as desired Rasam as desired. Vegetable Porial Green leaves kuttu Curd 100 ml Veg Salad as desired Seasonal fruit – 1 no.	Tea 100 ml with Biscuits 2 nos.	Rice as desired Rasam as desired Vegetable Porial Chapatti- 2 nos. with Dhall, Fish, Veg Salad, Sweet – Glob Jamun.	Milk 250 ml

Note:

Milk quantity & quality should be maintained. Ice Cream 85 ml is Arun Ice cream / Quality Ice cream brands should be maintained. Juice 200 ml is Real / Fresh fruit Juice should be maintained. Veg Porial : Monday – Brinjal, Tuesday – Correct, Beans, Wednesday – Beetroot, Thursday – Brinjal, Friday – Correct, Beans, Saturday – Drumstick, Brinja, Potato, Sunday - Cabbage

(A) CONTRACT AGREEMENT (On Stamp Paper) <u>CONTRACT FORM FOR MESS FACILITY</u>

SPORTS AUTHORITY OF INDIA, Training Centre, Puducherry

Cont	ract No		dated		
This	is in continuation to this office's	Notification of Awar	d No dated		
1.	Name & address of the Service P	rovider:			
2.	SAI's Bidding Document No No, dated		and subsequent Amendment the Centre.		
3.	Service Provider Bid No No dated connection with this Bid.		and subsequent communication(s) and between the service provider and the SAI in		
4.		-	nents etc, which are included in the documents		

- 4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:
 - i. General Conditions of Contract;
 - ii. Schedule of Requirements;
 - iii. Technical Specifications;
 - iv. Bid Form furnished by the supplier;
 - v. Price Schedule(s) furnished by the supplier in its Bid;
 - vi. SAI's Notification of Award
- 5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

(i) Brief particulars of the services which shall be provided by the service provider are as under:

ſ	Schedule No.	Brief description of services	Total price	Terms of services

Any other additional services (if applicable) and cost thereof:

Total value (in figure) _____ (In words) _____

- (ii) Contract Period:
- iii) Details of Performance Security:
- (iv) Service Provider;
- (v) Defect Liability Period
- (vi) Payment terms:

(Signature, name and address of the SAI's authorized official) For and on behalf of Director General, Sports Authority of India Received and accepted this contract [Signature with date, name and designation]

for and on behalf of Messrs_____

[Name & address of the service provider]

	(Seal of the service provider)
Date: _	
Place: _	

Annexure-VI (B)

SECTION – V

(A) BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

То

Sports Authority of India, Training Centre, Indira Gandhi sports Complex, Uppalam, Puducherry.

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

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

Award] and Contract No._____

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

Beneficiary: Sports Authority of India, Training Centre, Pondicherry.

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number]

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

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

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

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

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

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