

**SPORTS AUTHORITY OF INDIA
NETAJI SUBHAS EASTERN CENTRE
SALT LAKE CITY, KOLKATA- 7000106**

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Website: <http://www.sportsauthorityofindia.nic.in/>**

**Bidding Document
For
Annual Rate Contract for hiring of Transport for SAI, NSEC, Salt
Lake Kolkata**

Bidding Document Cost Rs. 1,000/-

Bid Reference No.SAI/EC/Tender/Transport/15-16

Date & Time for sale of Bidding Document : On all working days between 25.03.2017 to 17.04.2017 from 11.00 AM to 01.00 PM

Place of sale of Bidding Document : Sports Authority of India, NS Eastern Centre, Salt Lake City, Sector - III, Kolkata - 700 098.

Place of receipt of Bid : To be dropped in Tender Box, placed at Sports Authority of India, Salt Lake City, Sector - III, Kolkata - 700 098

Closing date and time for receipt of Bid : 17.04.2017 upto 3.00 PM

Date and time of opening of Techno Commercial Bid : 17.04.2017 at 3.30 PM

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PART - 1

BIDDING DOCUMENT

SECTION - I

SPORTS AUTHORITY OF INDIA NETAJI SUBHAS EASTERN CENTRE SALT LAKE CITY, KOLKATA- 700098

INVITATION FOR BID (IFB)

1. Sports Authority of India, NSEC, Salt Lake City, Kolkata invites sealed Bids for hiring of Transport for SAI, NSEC, Salt Lake, Kolkata:-

SN.	Brief Description of Vehicle	Amount of Bid Security
1.	INDICA (A/c)	Rs. 50,000.00
2.	INDIGO (A/c)	
3.	TAVERA (A/c)	
4.	INNOVA (A/c)	
5.	SCORPIO (A/c)	
6.	PAZERO (A/c)	
7.	HONDA CITY (A/c)	
8.	TATA SUMO (A/c)	
9.	TATA SUMO (NON A/C)	
10.	MARUTI SWIFT DZIRE (A/C)	
11.	TOYOTA ETIOS (A/C)	
12.	MARUTI SWIFT DZIRE (NON A/C)	
13.	TOYOTA ETIOS (NON A/C)	
14.	HYUNDAI VERNA (A/C)	
15.	MARUTI SX4 (A/C)	

2. Bidding Schedule :

- (i) Date & Time for sale of Bidding Document : i) On all working days between 25.03.2017 to 17.04.2017 from 11.00 A.M.s to 1.00 P.M.
- (ii) Place of sale of Bidding Document : Sports Authority of India, NS Eastern Centre, Salt Lake City, Sector - III, Kolkata - 700 098.
- (iii) Place of receipt of Bid : To be dropped in Tender Box, placed at Sports Authority of India, Salt Lake City, Sector - III, Kolkata - 700 098
- (iv) Closing date and time for receipt of Bid : 17.04.2017 upto 3.00 P.M.
- (v) Date and Time of opening of Techno Commercial Bid : 17.04.2017 at 3.30 P.M.

3. Bidding document may be purchased on payment of non-refundable cost as tabulated above in the form of account payee Demand Draft / Pay Order / Cashier's Cheque / Banker's Cheque. Drawn in favour of "SAI NSEC Calcutta" payable at Kolkata.
4. If requested, the Bidding Document can be mailed by Registered Post / Speed Post to the domestic Bidders, for which extra expenditure per set will be Rs.100 towards postage charges. The Bidder is to add the applicable postage cost in the non-refundable cost mentioned in Para-3 above.
5. Bidder may also download the bidding document from the SAI website www.sportsauthorityofindia.nic.in and submit its Bid by utilizing the downloaded document, alongwith the required non-refundable fee as mentioned in Para - 3 above.
6. Bidders shall ensure that their Bids, complete in all respects, are dropped in the Tender Box placed in the office of Sports Authority of India, NS Eastern Centre, Salt Lake City, Sector - III, Kolkata - 700 098 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.
7. In the event of any of the above dates being declared as a holiday / closed day for the Authority. The Bids will be received / opened on the next working day at the appointed time.
8. The Bidding Document is not transferable.

(P. C. Ghosh)
Dy. Director (OC)

M/s

SECTION - II

INSTRUCTION TO BIDDERS (ITB)

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SECTION - II
INSTRUCTIONS TO BIDDERS (ITB)
A. PREAMBLE

1. Introduction

- 1.1 The Authority has issued this Bidding Documents for hiring of Transport and related services as mentioned in Section – V – “Schedule of Requirements”.
- 1.2 This section (Section II - “Instruction to Bidders”) provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids. It also includes the mode and procedure to be adopted by the authority for receipt and opening as well as scrutiny and evaluation of Bids and subsequent placement of Contract.
- 1.3 Before formulating the Bid and submitting the same to the authority, the Bidder should read and examine all the terms, conditions, instructions etc. contained in the Bidding Documents. 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

- 2.1 The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the Bid exchanged between the Bidder and the 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 Documents

- 3.1 In addition to Section I – “Invitation for Bid” (IFB), the Bidding Documents include:
 - Section II – Instructions to Bidders (ITB)
 - Section III – Qualification Criteria & Performance Statement
 - Section IV – Bidding Form
 - Section V – Schedule of Requirements (SOR)
 - Section VI – Technical Specifications
 - Section VII – General Conditions of Contract (GCC)
 - Section VIII – Contract Forms

4. **Amendments to Bidding Documents**

- 4.1 At any time prior to the deadline for submission of Bids, the purchase may, for any reason deemed fit by it, modify the Bidding Documents by issuing suitable amendment(s) to it.
- 4.2 Such an amendment to the Biding documents will be uploaded on SAI website: <http://sportsauthorityofindia.nic.in> only.
- 4.3 Prospective Bidders are advised in their own interest to visit our websites for any amendment etc. before submitting their bids.

5. **Clarification of Bidding Documents**

A bidder requiring any clarification or elucidation on any issue of the Bidding Document may take up the same with the authority in writing. The authority will respond in writing to such request provided the same is received by the authority not later than fifteen (15) days prior to the prescribed original date of submission of Bid.

C. PREPARATION OF BIDS

6. **Documents Comprising the Bid**

- 6.1 The **Two Bid System**, i.e. “Techno-Commercial Bid” and “Price Bid” prepared by the Bidder shall comprise the following:

A) Techno - Commercial Bid (Un Priced Bid)

- (i) Bid Security furnished in accordance with ITB clause 12.
- (ii) Bid Submission Form as per Section IV (A).
- (iii) Power of Attorney in favour of signatory of Bidding Documents.
- (iv) Performance Statement as per Form in Section III (B).
- (v) Certificate of Incorporation of Bidder.
- x) National Electronic Fund transfer (NEFT) Form as per Section IV (E) for payment in Indian Rupee, if applicable.

B) Price Bid:

- i) Price Schedule(s) as per Forms in Section IV (B) should be filled up with all the details. 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.

- 6.2. All pages of the Bid should be page numbered and indexed.

- 6.3 The authorized signatory of the Bidder must sign the Bid duly stamped at appropriate places and initial all the remaining pages of the Bid.

- 6.4 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.

- 6.5 Bid sent by e-mail/fax/telex/cable/electronically shall be ignored.
- 6.6 All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/RTGS System. Bidders are required to fill and attach the NEFT Mandate Form attached as per Section-IV (E) alongwith their offers, if not already executed in SAI. Notification of Award will not be issued without NEFT Mandate Form.
- 7. Bid Currencies**
The Bidder shall quote only in Indian Rupees.
- 8. Bid Prices**
- 8.1 The Bidder shall indicate on the Price Schedule provided under Section IV (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.
- 8.2 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
- 8.3. Additional information and instruction on Taxes:**
- 8.3.1 If the Bidder desires to ask for Sales Tax/CST / VAT/, Service Tax, Works Contract Tax etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
- 9. Firm Price**
- 9.1 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.
- 10. Alternative Bids**
- 10.1 Alternative Bids which are not meeting the Bid specifications, are not permitted and will be rejected.
- 10.2 However the Bidders can quote alternate models meeting the Bid specifications of same.
- 11 Documents Establishing Bidder's Eligibility and Qualifications**
- 11.1 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.
- 11.2 The documentary evidence needed to establish the Bidder's qualifications shall fulfill the following requirements:
- a) The Bidder meet the qualification criteria incorporated in the Section III.

12. Bid Security

- 12.1 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 Authority against the risk of the Bidder's unwarranted conduct as amplified under sub-clause 12.7 below. Non submission of bid security will be considered as major deviation and bid will not be considered.
- 12.2 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.
- 12.3 The Bid Security shall be furnished in one of the following forms:
- i) Account Payee Demand Draft
 - ii) Fixed Deposit Receipt
 - iii) Banker's cheque
 - iv) Bank Guarantee
- 12.4 The Demand Draft, Fixed Deposit Receipt or Banker's Cheque shall be drawn on any Commercial Bank in India or country of the Bidder, in favour of the "SAI NSEC Calcutta" payable at "Kolkata". In case of Bank Guarantee, the same is to be provided from any commercial bank in India or country of the Bidder as per the format specified under Section IV (C) of Bid Documents.
- 12.5 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 180 days, the Bid Security shall be valid for 225 days from Techno - Commercial Bid opening date.
- 12.6 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.
- 12.7 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 authority. The successful Bidder's Bid Security will be forfeited without prejudice to other rights of Authority if it fails to furnish the required Performance Security within the specified period.

13. Bid Validity

- 13.1 The Bid shall remain valid for acceptance for a period of 180 days (One Hundred and eighty 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.

- 13.2 In exceptional cases, the Bidders may be requested by the authority 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.
- 13.3 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 authority, the Bid validity shall automatically be extend up to the next working day.

14. Signing and Sealing of Bid

- 14.1 The Bidders shall submit their Bids as per the instructions contained in ITB Clause 6.
- 14.2 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.
- 14.3 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 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.
- 14.4 The Bidder shall submit two copies of its Bid marking them as "Original" and "Duplicate". Duplicate Bid shall contain all pages as per in Original Bid.
- 14.5 Bidding Document seeks quotation following **Two Bid System**, in two parts. First part will be known as '**Techno - Commercial Bid**', and the second part '**Price Bid**' as specified in clause 6 of ITB. Bidder shall seal Original and Duplicate copies of '**Techno - Commercial Bid**' and put them in a cover super scribing '**Techno - Commercial Bid**'. Bidder will seal Original and Duplicate copies of '**Price Bid**', and put them in a cover super scribed '**Price Bid**'. "**Bid reference number**" may be written on both these sealed covers. Both these sealed covers shall be put in a big cover super scribing and writing the "**Bid reference number**" and the address of the SAI on the envelopes. The sentence "**NOT TO BE OPENED before _____**" (The Bidder is to put the date & time of Bid opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, the SAI will not assume any responsibility for its misplacement, premature opening or late opening etc.

D. SUBMISSION OF BIDS

15. Submission of Bids

- 15.1 Unless otherwise specified, the Bidders are to deposit the Bids in the Tender Box kept for this purpose at a place as indicated in the IFB in Section-I.

15.2 The Bidders must ensure that they deposit their Bids not later than the closing time and date specified for submission of Bids. It is the responsibility of the Bidder to ensure that their Bids whether sent by post or by courier or by person, are dropped in the Tender Box by the specified clearing date and time. In the event of the specified date for submission of Bids falls on or is subsequently declared a holiday or closed day for the authority, the Bids will be received up to the appointed time on the next working day.

16. Late Bid

16.1 A Bid, which is received after the specified date and time for receipt of Bids will be treated as "Late" Bid and will be ignored.

E. BID OPENING

17. Opening of Bids

17.1 The authority will open the Bids at the specified date and time and at the specified place as indicated in the IFB in Section-I.

17.2 In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for the authority, the Bids will be opened at the appointed time and place on the next working day.

17.3 Authorized representatives of the Bidders, who have submitted Bids on time may attend the Bid opening provided they bring with them letters of authority from the corresponding Bidders.

17.4 Two - Bid system as mentioned in Para 6 and 14 above will be as follows. The **Techno - Commercial Bids** are to be opened in the first instance, at the prescribed time and date as indicated in IFB. These Bids shall be scrutinized and evaluated by the Authority with reference to parameters prescribed in the Bidding Document. During the Techno - Commercial Bid opening, the Bid opening official(s) will read the salient features of the Bids like brief description of Bid Security and any other special features of the Bids, as deemed fit by the Bid opening official(s). Thereafter, in the second stage, the Price Bids of only the Techno - Commercially accepted offers is approved by the Authority (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno - Commercial Bid.

F. SCRUTINY AND EVALUATION OF BIDS

18. Preliminary Scrutiny of Bids

18.1 The Authority will examine the Bids to determine whether they are complete, whether the documents have been properly signed, stamped, and submitted to authority and whether the Bids are generally in order.

18.2 Prior to the detailed evaluation of Price Bids, the 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. However minor deviation and /or minor irregularity and/or minor non-conformity in the Bid, the Authority may waive the same.

18.3 If a Bid is not substantially responsive, it will be rejected by the Authority.

19. Qualification Criteria

19.1 Bids of the Bidders, who do not meet the required Qualification Criteria prescribed in Section III, will be treated as non - responsive and will not be considered further.

20. Comparison of Bids and Award Criteria.

20.1 For comparison for ranking purpose for evaluation, the comparison of the techno- commercially responsive Bids shall be carried out.

20.2 The contract may be awarded to the lowest responsive Bidder whose offer is found acceptable and who meets the laid down Qualification Criteria in the Bid documents.

20.3 The Authority reserves the right to give the price preference as per the instruction in vogue while evaluating, comparing and ranking the responsive Bids. The Bidders claiming the same should enclose the concerned Notification of Govt. of India alongwith other relevant documents so as to establish their claim for such preferences.

G. AWARD OF CONTRACT

21. Authority's Right to accept any Bid and to reject any or all Bids

The 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 Bidding process and reject all Bids at any time prior to award of Contract, without incurring any liability, whatsoever to the affected Bidder or Bidders.

22. Variation of Quantities at the Time of Award/ Currency of Contract

At the time of awarding the Contract or during the currency of the Contract, the authority reserves the right to increase or decrease by up to 25 % (25 percent) of the quantity of requirement and services mentioned in the "Schedule of Requirements", without any change in the unit price and other terms & conditions quoted by the Bidder.

23. Notification of Award

- 23.1 Before expiry of the Bid validity period, the 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 Hiring of Transport, which have been selected by the authority, has been accepted, also briefly indicating therein the essential details like description of vehicles and services, corresponding prices accepted. The successful Bidder must furnish to the authority the required Performance Security within twenty eight days from the date of despatch 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 Clause 3 under Section VII.
- 23.2 The Notification of Award shall constitute the conclusion of the Contract.

24. Issue of Contract

- 24.1 Promptly after Notification of award, the authority will mail the Contract Agreement as per Section VIII (A), duly completed and signed, in duplicate, to the successful Bidder by registered / speed post.
- 24.2 The successful Bidder shall return the original copy of the Contract, duly signed and dated, to the Authority by registered/speed post so as to reach within twenty eight days from the date of issue of the Contract.
- 24.3 The Authority reserves the right to issue the Notification of Award Authority wise and schedule wise.

25. Non-receipt of Performance Security and Contract by the Authority

Failure of the successful Bidder in providing Performance Security and / or returning Contract copy duly signed in terms of ITB clauses 23 and 24 above shall make the Bidder liable for forfeiture of its Bid Security and, also, for further actions by the authority against it as per the clause 15 of GCC - Termination of default in Section VII, besides other administrative actions as deemed fit by the Authority.

26. Corrupt or Fraudulent Practices

It is required by all concerned namely the Authority/Bidders/Service providers etc to observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the 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 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

QUALIFICATION CRITERIA & PERFORMANCE STATEMENT (A) QUALIFICATION CRITERIA

01. The Bidder must fulfill the following criteria.

S.No.	Qualification Criteria	
(i)	Annual Turn Over of Bidder (Average of last 02 years) (Documentary Proof like Financial Statement or certificate from the Chartered Accountant / equivalent statutory authority of the service provider to be submitted).	Rs. 20.00 lakhs
(ii)	Proven past performance of Bidder of supplying vehicles satisfactorily to Sports Stadia / Sports Academics / Sports Federations/ Sports Training Centres / Govt. Institutions / Universities during the last 02 years	The bidder should have atleast completed contracts of having supplied vehicles to the extent of Rs.20.00 lakhs per annum, details to be enclosed.

2. In support of above, the Bidder shall furnish required supporting documents, performance statement as per proforma in Section - III (B) of the Bidding Document.

SECTION- III

(B) PROFORMA FOR PERFORMANCE STATEMENT (For the period of atleast last three (03) years)

Bid Reference No. : _____

Date of Opening : _____

Name and address of the Bidder : _____

Order placed by (full address of Authority)	Order number and date	Order placed on	Description of services ordered	Value of order	Date of completion of Contract		Remarks indicating reasons for delay if any	Are the services provided Satisfactory?
					As per contract	Actual		
1	2	3	4	5	6	7	8	9

(Signature and seal of the Bidder)

Note:

1. Authority reserves the right to ask the bidder to furnish Order copies and satisfactory Authority Certificate in respect of above.

SECTION - IV
(A) BID SUBMISSION FORM

Date_____

To,
Sports Authority of India

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 _____ (Description of 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 3, in Section - VII for due performance of the Contract.

We agree to keep our Bid valid for acceptance for 180 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 VII.

We further understand that you are not bound to accept the lowest or any Bid you may receive against your above-referred Bid Reference.

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

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 authorised to sign Bid for and on behalf of

Messrs _____
[Name & address of the service provider]

SECTION - IV
(B) PRICE SCHEDULE

A. Rates for Hiring Vehicle on Daily basis (AC)

SN.	Name of Vehicle	Local Use			Out station trip		
		Minimum charge (3 hrs/ 30 Km)	Rate for 8 hrs/ 80 Km	Rate for extra hours	Rate for extra Km	Rate per Km for long distances beyond 120 km	Drivers for night halt
1.	INDICA						
2.	INDIGO						
3.	TAVERA						
4.	INNOVA						
5.	SCORPIO						
6.	PAZERO						
7.	HONDA CITY						
8.	TATA SUMO						
9.	TATA SUMO NON A/C						
10.	MARUTI SWIFT DZIRE (A/C)						
11.	TOYOTA ETIOS (A/C)						
12.	MARUTI SWIFT DZIRE (NON A/C)						
13.	TOYOTA ETIOS (NON A/C)						
14.	HYUNDAI VERNA (A/C)						
15.	MARUTI SX4 (A/C)						

Place:

Dated:

Signature:

Name and address of authorized signatory

Mobile No:-

B. Rates for hiring vehicles on monthly basis (INDICA A/C)

Sl No	Description of Item	Period of contract	Rate	Rate quoted
A	Providing and operating charges for light motor vehicle (INDICA A/C) including driver, fuel, lubricants etc.(Rate for one month use up to 2000 km per month	1 Year	Per month	

Details of additional charges

B	Rate per kilometer (for over normal item 'A' above, that is for more than 2000 km in a month)	1 year	Per KM	
C	Extra rate for operating extra time beyond normal duty hours (i.e. 12 hours)	1 year	Per hour	
D	Driver for outstation night halt	1 year	Per night halt	

Place:

Dated:

Signature:

Name and address of authorized signatory

Mobile No :-

C. Rates for hiring vehicles on monthly basis (INDIGO A/C)

Sl No	Description of Item	Period of contract	Rate	Rate quoted
A	Providing and operating charges for light motor vehicle (INDIGO A/C) including driver, fuel, lubricants etc.(Rate for one month use up to 2000 km per month	1 Year	Per month	

Details of additional charges

B	Extra rate for operating extra time beyond normal duty hours (i.e. 12 hours)	1 year	Per KM	
C	Extra rate for operating extra time beyond normal duty hours (i.e. 12 hours)	1 year	Per hour	
D	Driver for outstation night halt	1 year	Per night halt	

Place:

Dated:

Signature:

Name and address of authorized signatory

Mobile No:-

D. Rates for hiring vehicles on monthly basis (TAVERA A/C)

Sl No	Description of Item	Period of contract	Rate	Rate quoted
A	Providing and operating charges for light motor vehicle (TAVERA A/C) including driver, fuel, lubricants etc.(Rate for one month use up to 2000 km per month	1 Year	Per month	

Details of additional charges

B	Extra rate for operating extra time beyond normal duty hours (i.e. 12 hours)	1 year	Per KM	
C	Extra rate for operating extra time beyond normal duty hours (i.e. 12 hours)	1 year	Per hour	
D	Driver for outstation night halt	1 year	Per night halt	

Place:

Dated:

Signature:

Name and address of authorized signatory

Mobile No:-

E. Rates for hiring vehicles on monthly basis (TAVERA A/C)

Sl No	Description of Item	Period of contract	Rate	Rate quoted
A	Providing and operating charges for light motor vehicle (TAVERA A/C) including driver, fuel, lubricants etc.(Rate for one month use up to 2000 km per month	1 Year	Per month	

Details of additional charges

B	Extra rate for operating extra time beyond normal duty hours (i.e. 12 hours)	1 year	Per KM	
C	Extra rate for operating extra time beyond normal duty hours (i.e. 12 hours)	1 year	Per hour	
D	Driver for outstation night halt	1 year	Per night halt	

Place:

Dated:

Signature:

Name and address of authorized signatory

Mobile No:-

F. Rates for hiring vehicles on monthly basis (INNOVA A/C)

Sl No	Description of Item	Period of contract	Rate	Rate quoted
A	Providing and operating charges for light motor vehicle (Innova A/C) including driver, fuel, lubricants etc.(Rate for one month use up to 2000 km per month	1 Year	Per month	

Details of additional charges

B	Rate per kilometer (for over normal item 'A' above, that is for more than 2000 km in a month)	1 year	Per KM	
C	Extra rate for operating extra time beyond normal duty hours (i.e. 12 hours)	1 year	Per hour	
D	Driver for outstation night halt	1 year	Per night halt	

Place:

Dated:

Signature:

Name and address of authorized signatory

Mobile No :-

G. Rates for hiring vehicles on monthly basis (SCORPIO A/C)

Sl No	Description of Item	Period of contract	Rate	Rate quoted
A	Providing and operating charges for light motor vehicle (SCORPIO A/C) including driver, fuel, lubricants etc.(Rate for one month use up to 2000 km per month	1 Year	Per month	

Details of additional charges

B	Rate per kilometer (for over normal item 'A' above, that is for more than 2000 km in a month)	1 year	Per KM	
C	Extra rate for operating extra time beyond normal duty hours (i.e. 12 hours)	1 year	Per hour	
D	Driver for outstation night halt	1 year	Per night halt	

Place:

Dated:

Signature:

Name and address of authorized signatory

Mobile No :-

H. Rates for hiring vehicles on monthly basis (PAZERO A/C)

Sl No	Description of Item	Period of contract	Rate	Rate quoted
A	Providing and operating charges for light motor vehicle (PAZERO A/C) including driver, fuel, lubricants etc.(Rate for one month use up to 2000 km per month	1 Year	Per month	

Details of additional charges

B	Rate per kilometer (for over normal item 'A' above, that is for more than 2000 km in a month)	1 year	Per KM	
C	Extra rate for operating extra time beyond normal duty hours (i.e. 12 hours)	1 year	Per hour	
D	Driver for outstation night halt	1 year	Per night halt	

Place:

Dated:

Signature:

Name and address of authorized signatory

Mobile No :-

I. Rates for hiring vehicles on monthly basis (HONDA CITY A/C)

Sl No	Description of Item	Period of contract	Rate	Rate quoted
A	Providing and operating charges for light motor vehicle (HONDA CITY A/C) including driver, fuel, lubricants etc.(Rate for one month use up to 2000 km per month	1 Year	Per month	

Details of additional charges

B	Rate per kilometer (for over normal item 'A' above, that is for more than 2000 km in a month)	1 year	Per KM	
C	Extra rate for operating extra time beyond normal duty hours (i.e. 12 hours)	1 year	Per hour	
D	Driver for outstation night halt	1 year	Per night halt	

Place:

Dated:

Signature:

Name and address of authorized signatory

Mobile No :-

J. Rates for hiring vehicles on monthly basis (TATA SUMO A/C & NON A/C)

Sl No	Description of Item	Period of contract	Rate	Rate quoted
A	Providing and operating charges for light motor vehicle (TATA SUMOA/C) including driver, fuel, lubricants etc.(Rate for one month use up to 2000 km per month	1 Year	Per month	

Details of additional charges

B	Rate per kilometer (for over normal item 'A' above, that is for more than 2000 km in a month)	1 year	Per KM	
C	Extra rate for operating extra time beyond normal duty hours (i.e. 12 hours)	1 year	Per hour	
D	Driver for outstation night halt	1 year	Per night halt	

Place:

Dated:

Signature:

Name and address of authorized signatory

Mobile No :-

K. Rates for hiring vehicles on monthly basis (MARUTI SWIFT DZIRE A/C & NON A/C)

Sl No	Description of Item	Period of contract	Rate	Rate quoted
A	Providing and operating charges for light motor vehicle (MARUTI SWIFT A/C & NON A/C) including driver, fuel, lubricants etc.(Rate for one month use up to 2000 km per month	1 Year	Per month	

Details of additional charges

B	Rate per kilometer (for over normal item 'A' above, that is for more than 2000 km in a month)	1 year	Per KM	
C	Extra rate for operating extra time beyond normal duty hours (i.e. 12 hours)	1 year	Per hour	
D	Driver for outstation night halt	1 year	Per night halt	

Place:

Dated:

Signature:

Name and address of authorized signatory

Mobile No :-

L. Rates for hiring vehicles on monthly basis (TOYOTA ETIOS A/C & NON A/C)

Sl No	Description of Item	Period of contract	Rate	Rate quoted
A	Providing and operating charges for light motor vehicle (TOYOTA ETIOS A/C & NON A/C) including driver, fuel, lubricants etc.(Rate for one month use up to 2000 km per month	1 Year	Per month	

Details of additional charges

B	Rate per kilometer (for over normal item 'A' above, that is for more than 2000 km in a month)	1 year	Per KM	
C	Extra rate for operating extra time beyond normal duty hours (i.e. 12 hours)	1 year	Per hour	
D	Driver for outstation night halt	1 year	Per night halt	

Place:

Dated:

Signature:

Name and address of authorized signatory

Mobile No :-

M. Rates for hiring vehicles on monthly basis (TOYOTA ETIOS A/C & NON A/C)

Sl No	Description of Item	Period of contract	Rate	Rate quoted
A	Providing and operating charges for light motor vehicle (TOYOTO ETIOS A/C & NON A/C) including driver, fuel, lubricants etc.(Rate for one month use up to 2000 km per month	1 Year	Per month	

Details of additional charges

B	Rate per kilometer (for over normal item 'A' above, that is for more than 2000 km in a month)	1 year	Per KM	
C	Extra rate for operating extra time beyond normal duty hours (i.e. 12 hours)	1 year	Per hour	
D	Driver for outstation night halt	1 year	Per night halt	

Place:

Dated:

Signature:

Name and address of authorized signatory

Mobile No :-

N. Rates for hiring vehicles on monthly basis (HYUNDAI VERMA A/C)

Sl No	Description of Item	Period of contract	Rate	Rate quoted
A	Providing and operating charges for light motor vehicle (HYUNDAI VERMA A/C) including driver, fuel, lubricants etc.(Rate for one month use up to 2000 km per month	1 Year	Per month	

Details of additional charges

B	Rate per kilometer (for over normal item 'A' above, that is for more than 2000 km in a month)	1 year	Per KM	
C	Extra rate for operating extra time beyond normal duty hours (i.e. 12 hours)	1 year	Per hour	
D	Driver for outstation night halt	1 year	Per night halt	

Place:

Dated:

Signature:

Name and address of authorized signatory

Mobile No :-

O. Rates for hiring vehicles on monthly basis (MARUTI SX4 A/C)

Sl No	Description of Item	Period of contract	Rate	Rate quoted
A	Providing and operating charges for light motor vehicle (MARUTI SX4 A/C) including driver, fuel, lubricants etc.(Rate for one month use up to 2000 km per month	1 Year	Per month	

Details of additional charges

B	Rate per kilometer (for over normal item 'A' above, that is for more than 2000 km in a month)	1 year	Per KM	
C	Extra rate for operating extra time beyond normal duty hours (i.e. 12 hours)	1 year	Per hour	
D	Driver for outstation night halt	1 year	Per night halt	

Place:

Dated:

Signature:

Name and address of authorized signatory

Mobile No :-

P. Rates for hiring of vehicles for pick-up & drop to & fro Airport

Sl No.	Brief description of Transport require on hiring basis.	Type	Rate (Rs.)
1.	INDICA	A/C	
2.	INDIGO	A/C	
3.	Tavera	A/C	
4.	INNOVA	A/C	
5.	SCORPIO	A/C	
6.	PAZERO	A/C	
7.	HONDA CITY	A/C	
8.	TATA SUMO	A/C	
9.	TATA SUMO	NON A/C	
10.	MARUTI SWIFT DZIRE	A/C	
11.	TOYOTA ETIOS	A/C	
12.	MARUTI SWIFT DZIRE	NON A/C	
13.	TOYOTA ETIOS	NON A/C	
14.	HYUNDAI VERNA	A/C	
15.	MARUTI SX4	A/C	

Place:

Dated:

Signature:

Name and address of authorized signatory

Mobile No :-

SECTION - IV

(C) BANK GUARANTEE FORM FOR BID SECURITY

Whereas _____ (hereinafter called the "Bidder") has submitted its quotation dated _____ for the supply of _____ (hereinafter called the "Bid") against the authority's Bid Reference No. _____ Know all persons by these presents that we _____ of _____ (Hereinafter called the "Bank") having our registered office at _____ are bound unto _____ (hereinafter called the "Authority ") in the sum of _____ for which payment will and truly to be made to the said Authority , the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____. The conditions of this obligation are:

- (1) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this Bid.
- (2) If the Bidder having been notified of the acceptance of his Bid by the Authority during the period of its validity:-
 - a) fails or refuses to furnish the Performance Security for the due performance of the Contract.

Or

 - b) fails or refuses to accept/execute the Contract.

We undertake to pay the Authority up to the above amount upon receipt of its first written demand, without the Authority having to substantiate its demand, provided that in its demand the Authority will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty-five days after the period of Bid validity of 180 days i.e. for 225 days (180 days + 45 days) from the date of Bid Opening and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorised officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

SECTION - IV
(E) NEFT MANDATE FORM

From: M/s.
To

Date:

Sports Authority of India,

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.

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATAE FORM

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

[Signature with date, name and designation]

Confirmed by Bank

Enclosed a copy of Crossed Cheque

PART-2

SUPPLY REQUIREMENTS

SECTION - V

STATEMENT OF REQUIREMENTS OF TRANSPORT ON HIRING BASIS

Part I:

Sl No.	Brief description of Transport require on hiring basis.	Remarks if any
1.	INDICA	A/C
2.	INDIGO	A/C
3.	TAVERA	A/C
4.	INNOVA	A/C
5.	SCORPIO	A/C
6.	PAZERO	A/C
7.	HONDA CITY	A/C
8.	TATA SUMO	A/C
9.	TATA SUMO	NON A/C
10.	MARUTI SWIFT DZIRE	A/C
11.	TOYOTA ETIOS	A/C
12.	MARUTI SWIFT DZIRE	NON A/C
13.	TOYOTA ETIOS	NON A/C
14.	HYUNDAI VERNA	A/C
15.	MARUTI SX4	A/C

Part II:: Authority Details:

- i) Director, Sports Authority of India, Netaji Subhas Eastern Centre Salt Lake , Kolkata 700098.
- ii) Telephone No. 033-2335-1722
- iii) Fax No. 033-2335-0526
- iv) E. mail ID saieccal@rediffmail.com

SECTION-VI

TECHNICAL SPECIFICATIONS

SECTION - VI

TECHNICAL SPECIFICATIONS

Sl No	Brief description of Transport require on hiring basis	Specification
1.	INDICA	A/C
2.	INDIGO	A/C
3.	TAVERA	A/C
4.	INNOVA	A/C
5.	SCORPIO	A/C
6.	PAZERO	A/C
7.	HONDA CITY	A/C
8.	TATA SUMO	A/C
9.	TATA SUMO	NON A/C
10.	MARUTI SWIFT DZIRE	A/C
11.	TOYOTA ETIOS	A/C
12.	MARUTI SWIFT DZIRE	NON A/C
13.	TOYOTA ETIOS	NON A/C
14.	HYUNDAI VERNA	A/C
15.	MARUTI SX4	A/C

Note :- Vehicles shall not be older than 2 (two) years. There should not be any kind of scratches on the body of the vehicle. Seats of the vehicles should be cleaned, well covered and well shaped.

PART - 3

CONTRACT

SECTION - VII
GENERAL CONDITIONS OF CONTRACT (GCC)

1. TERMS AND CONDITIONS:

- 1.1. The envelope containing the tender should be super scribed “TENDER FOR HIRING VEHICLE” on the top left hand corner, which should also show the name and Full address of the party at the bottom left hand corner.
- 1.2. The timing for operation of the vehicle shall be normally 12 hours per day.
- 1.3. The vehicle should be made available at SAI, NSEC, Salt Lake City, Kolkata, and retained in the campus throughout the contract period.
- 1.4. The rate quoted shall be inclusive of all taxes (which includes road taxes, parking etc.), wages of driver, all fuels, lubricants etc... No extra claim on this account will be entertained.
- 1.5. The charges for outstation trips will be calculated on per kilometer basis. (Except for monthly basis Cars).
- 1.6. Incomplete and or conditional quotation is liable to be rejected.
- 1.7. The vehicle provided should be technically sound and satisfactory to the authorities.
- 1.8. Repairs if any shall be borne by the agency and the department will not be responsible for any repairs/damages.
- 1.9. The vehicle shall not be older than 2 (two) years.
- 1.10. The agency holds responsibility of the medically fit, well behavior, good character, efficient driving and cleaned formal uniform of the driver operates the vehicle having minimum knowledge of Bengali, Hindi & English languages.
- 1.11. The vehicle should have the permit to travel in West Bengal.
- 1.12. An agreement in stamp paper worth Rs.100/- is to be executed by the successful bidder with the Director, SAI NSEC agreeing to various stipulated terms and conditions in this regard.
- 1.13. The Director, SAI, NSEC reserve the right to reject or accept any or all the quotation without assigning any reason thereof. With regard to the interpretation of the terms and conditions given above, the decision of the Director will be final and binding on both the parties.
- 1.14. The contract executed shall also be liable to be terminated in case of violation of any of the clauses stipulated above during the time of contract without giving any further notice or time.
- 1.15. The successful bidder required to provide any other vehicle as and when required on a reasonable rate.

1.16. The owner of the vehicle shall produce all relevant documents pertaining to vehicle as per M.V act justifying road worthiness and the license of driver.

2. Terms and Mode of Payment

2.1 Payment Terms

(i) Payment will be made monthly basis on receipt of the bill with supporting documents duly signed by the users of the vehicles.

2.2 The service provider shall not claim any interest on payments under the Contract.

2.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the Service provider at rates as notified from time to time.

2.4 The service provider shall send its claim for payment in writing, when contractually due, along with relevant documents etc. duly signed with date, to the Authority.

2.5 The Office will make no advance payments. All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/RTGS systems as per the NEFT Mandate Form attached as per Section-IV (E).

3. Delay in the service provider's performance.

3.1 The service provider shall perform the services under the Contract within the time schedule specified by the Authority.

3.2 Subject to the provision of Force Majeure under GCC clause 6, any unexcused delay by the service provider in maintaining its Contractual obligations towards performance of services shall render the service provider liable to any or all of the following sanctions:

- (i) Forfeiture of its Performance Security and
- (ii) Termination of the Contract for default.

4. Termination for default

4.1 The authority, without prejudice to any other Contractual rights and remedies available to it (the authority), may, by written notice of default sent to the service provider, terminate the Contract in whole or in part, if the service provider fails to deliver in time or fails to perform any other Contractual obligation(s) within the time period specified in the Contract.

4.2 Unless otherwise instructed by the authority, the service provider shall continue to perform the Contract to the extent not terminated.

5. Termination for insolvency

If the service provider becomes bankrupt or otherwise insolvent, the authority reserves the right to terminate the Contract at any time, by serving written notice to the service provider without any compensation, whatsoever, to the service provider, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the authority.

6. Force Majeure

- 6.1 Notwithstanding the provisions contained in GCC clauses 4 and 5 the service provider shall not be liable for imposition of any such sanction so long the delay and/or failure of the service provider in fulfilling its obligations under the Contract is the result of an event of Force Majeure.
- 6.2 For purposes of this clause, Force Majeure means an event beyond the control of the service provider and not involving the service provider's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non - performance or delay in performance. Such events may include, but are not restricted to, acts of the authority either in its sovereign or Contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and embargoes.
- 6.3 If a Force Majeure situation arises, the service provider shall promptly notify the authority in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the authority in writing, the service provider shall continue to perform its obligations under the Contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 6.4 If the performance in whole or in part or any obligation under this Contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the Contract without any financial repercussion on either side.
- 6.5 In case due to a Force Majeure event the authority is unable to fulfill its Contractual commitment and responsibility, the authority will notify the service provider accordingly and subsequent actions taken on similar lines described in above subparagraphs.

7. Termination for convenience

- 7.1 The authority reserves the right to terminate the Contract, in whole or in part for its (authority's) convenience, by serving written notice on the service provider at any time during the currency of the Contract. The notice shall specify that the termination is for the convenience of the authority. The notice shall also indicate interalia, the extent to which the service provider's performance under the Contract is terminated, and the date with effect from which such termination will become effective.
- 7.2 The services which are complete and ready in terms of the Contract for performance within thirty days after the service provider's receipt of the notice of termination shall be accepted by the authority the Contract terms, conditions and prices.

8. Resolution of disputes.

- 8.1 If dispute or difference of any kind shall arise between the authority and the service provider in connection with or relating to the Contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 8.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the authority or the service provider 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 dispute or difference arising between the Authority / Authority and a Service provider 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 Regional Head, SAI, NSEC, Kolkata. The award of the arbitrator will be final and binding on the parties to the Contract.
- 8.3 Venue of Arbitration: The venue of arbitration shall be the place from where the Contract has been issued, i.e., Kolkata
- 8.4 The Court of Kolkata will have exclusive jurisdiction to try the disputes.

9. Applicable Law

The Contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

SECTION - VIII
(A) CONTRACT AGREEMENT
CONTRACT FORM FOR HIRING OF TRANSPORT
SPORTS AUTHORITY OF INDIA
NETAJI SUBHAS EASTERN CENTRE
SALT LAKE CITY, KOLKATA- 700098

Contract No _____ dated _____
This is in continuation to this office's Notification of Award No _____ dated _____

1. Name & address of the Service provider: _____
2. Authorities Bidding Document No _____ dated _____ and subsequent Amendment No _____ dated _____ (if any), issued by the authority.
3. Service provider's Bid No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the service provider and the Authority in connection with this Bid.
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 service provider;
 - (v) Price Schedule(s) furnished by the service provider in its Bid;
 - (vi) Authorities Notification of Award
5. Any other additional services pertaining transport and cost thereof: _____
Total value (in figure) _____ (in words) _____
 - (i) Delivery schedules:
 - (ii) Details of Performance Security:
 - (iii) Authority:
 - (iv) Payment terms:

(Signature, name and address of the
authority's authorized official)
For and on behalf of Director, Sports Authority of India
Received and accepted this contract

[Signature with date, name and designation]
For and on behalf of Messers _____
[Name & address of the service provider]
(seal of the service provider)
Date: _____
Place: _____

SECTION - VIII

(B) BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To
SPORTS AUTHORITY OF INDIA
NETAJI SUBHAS EASTERN CENTRE
SALT LAKE CITY, KOLKATA- 700098

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

Date:[insert date(as day, month and year) on Notification of Award]
and Contract No._____

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

Beneficiary: Sports Authority of India, Netaji Subhas Eastern Centre, Salt Lake City, Sector-III, Kolkata-700098.

PERFORMANCE GUARANTEE No.: [insert Performance guarantee number]

We have been informed that [insert complete name of Service provider] (hereinafter called "the Supplier") has entered into Contract No. (insert number) dated (insert day and month), (insert year) with you, for providing of transport on hiring basis (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 Service provider, 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 Service provider 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.

[Signature of authorized representatives of the bank and the Service provider]