#### SPORTS AUTHORITY OF INDIA (GAD Division), Jawaharlal Nehru Stadium Complex, Gate No.10, Lodhi Road, New Delhi-110003 Telephone: +91–11–24362652, 24362777 Website: http://sportsauthorityofindia.nic.in/ & http://eprocure.gov.in/eprocure/app

## **E-Bidding Document**

### INVITATION FOR ON-LINE BIDS FOR EMPANELMENT OF AGENCIES FOR REPAIRS AND RENOVATION OF FURNITURE ITEMS

Bid Reference No.: 2(2)/SAI/GAD-II/2015-16/IFB-07

Dated 28 Dec, 2016

#### **CRITICAL DATE SHEET**

Published Date	30.12.2016 (06.00 PM)
Bid Document Download / Sale Start Date	01.01.2017 (10.00 AM)
Clarification Start Date	02.01.2017 (10.00 AM)
Clarification End Date	09.01.2017 (02.00 PM)
Bid Submission Start Date	11.01.2017 (10.00 AM)
Bid Submission End Date	25.01.2017 (06.00 PM)
Bid Opening Date	27.01.2017 (02.30 PM)

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## PART – 1

## **BIDDING PROCEDURE**

#### **SECTION-I**

#### SPORTS AUTHORITY OF INDIA

#### (GAD Division), Jawaharlal Nehru Stadium Complex,

Gate No.10, Lodhi Road, New Delhi-110003

Telephone: +91–11 – 24362777, 24362652, Fax: +9 –11–2436..... Website: <u>http://sportsauthorityofindia.nic.in/</u> & <u>http://eprocure.gov.in/eprocure/app</u>

#### Bid Reference No.: 2(2)/SAI/GAD-II/2015-16/IFB-07

Dated 28 Dec, 2016

#### INVITATION FOR ON-LINE BIDS FOR EMPANELMENT OF AGENCIES FOR REPAIRS AND RENOVATION OF FURNITURE ITEMS

Sports Authority of India, for and on behalf of the Director General, Sports Authority of India, **invites Online bids** for empanelment of Agencies for providing services as mentioned below: -

Schedule No.	Brief Description of items	Amount of Bid Security (EMD) in Rs.	Cost of Tender in Rs.
1.	<ol> <li>Repair/renovation of furniture items (office chairs, tables, almirah, wooden partitions/cupboards etc. (Wooden &amp; Steel) Renovation/Re-conditioning of Sofa sets cushioned chairs etc.</li> <li>Re-fixing and fixing of all type of vertical blinds/sun control film/curtains/bamboo chicks/PVC/wooden flooring etc.</li> </ol>	12,000/-	500/-
Payment:	I Scanned copy of Earnest Money (Bid Security) is to be upload must be sent to the <b>Director (GAD), Ist Floor, SAI Head Office</b> of Time as mentioned in Critical Date Sheet.		

#### Manual bids shall not be accepted.

#### **CRITICAL DATE SHEET**

Published Date	30.12.2016 (06.00 PM)
Bid Document Download / Sale Start Date	01.01.2017 (10.00 AM)
Clarification Start Date	02.01.2017 (10.00 AM)
Clarification End Date	09.01.2017 (02.00 PM)
Bid Submission Start Date	11.01.2017 (10.00 AM)
Bid Submission End Date	25.01.2017 (06.00 PM)
Bid Opening Date	27.01.2017 (02.30 PM)

- 2. Bidder may also download the Bidding Documents from the web sitewww.sportauthorityofindia.nic.in & CPP Portal of Govt. of India i.e. http://eprocure.gov.in/eprocure/app Bidders shall ensure that their Bids, complete in all respect should be uploaded online before the closing date and time as indicated in the critical date sheet above on CPP Portal http://eprocure.gov.in/eprocure/app .
- 3. Bids shall be submitted online only at CPPP website: <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> Tenderers/Bidders are advised to follow the instructions provided in the 'Instructions to the Bidder/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>
- 4. Bidder who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <u>https://eprocure.gov.in/eprocure/app</u> and SAI website <u>www.sportauthorityofindia.nic.in</u> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and Bid Security (EMD) would be forfeited and tenderer is liable to be banned from doing business with SAI.
- 5. Intending Bidders are advised to visit again CPPP website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> and SAI website <a href="https://www.sportauthorityofindia.nic.in">www.sportauthorityofindia.nic.in</a> prior to closing date of submission of Bid for any corrigendum / addendum/ amendment.

(Sanjeev Sharma ) Director (GAD) For and on behalf of Director General, Sports Authority of India.

Copy to:-

- 1. ED (Finance).
- 2. PA to Secretary, SAI.
- **3.** AD, (Media) for uploading the IFB on SAI Website and CPP Portal.
- **4.** To All known/Past Suppliers.

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

#### 1. Introduction

- 1.1 The Purchaser has issued these Bidding Documents for Empanelment of Agencies for providing related goods/services as mentioned in price schedule.
- 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.
- 1.3 Before formulating the Bid and submitting the same to the purchaser, the Bidder should read all the terms, conditions, instructions etc. contained in the Bidding Documents
- 1.4 Empanelment of the Contractor as a result of this Invitation For Bid shall be in the form of an agreement between SAI and Contractor for providing required services during the period of Empanelment at specified rates & terms and conditions. Quantum of work is not guaranteed.

#### **B. BIDDING DOCUMENTS**

#### 2. Content of Bidding Documents

In addition to Section I – "Invitation for Online Bid" (IFB), the Bidding Documents includes:

- Section II Instructions to Bidders (ITB)
- Section III Eligibility criteria
- Section IV \_ Bidding Forms
- Section V Schedule of requirement
- Section VI General Conditions of Contract (GCC)
- Section VII Contract Forms

#### 3. Amendments to Bidding Documents

- 3.1 At any time prior to the deadline for submission of Bids, the Purchaser may, for any reason deemed fit, modify the Bidding Documents by issuing suitable amendment(s) to it.
- 3.2 Such an amendment to the Bidding documents will be uploaded on SAI website: <u>http://sportsauthorityofindia.nic.in</u> and CPP Portal of Government of India i.e. <u>http://eprocure.gov.in/eprocure/app</u> only.

#### **C. PREPARATION OF BIDS**

#### 4. Documents Comprising the Bid

4.1 Bidding documents seek quotation in two bid system i.e. "Technical bid "and" Price bid" shall comprise the following:

#### A) <u>Technical Bid:</u> {Upload online the scanned copies in Pdf format.}

- i) Scanned copy of Bid Security (EMD) & Tender Fee
- ii) Scanned copy of Bid Submission Form as per Section IV (A) and Power of Attorney in favour of signatory of Bidding Documents.
- iii) Scanned copy of Pan Card, Sale Tax/VAT No, TIN No, Service Tax & National Electronic Fund Transfer Form (NEFT).
- iv) Scanned copy of documents mentioned in Eligibility Criteria as per Section III.

#### B) Price Bid:

## {Upload On-line in prescribed PDF format as per Section-IV(B) price schedule of the Bidding Document}.

- 4.2 Price Bid duly 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.
- 4.3 All pages of the Bid should be page numbered and indexed.
- 4.4 The authorized signatory of the Bidder must sign the Bid duly stamped at appropriate places and initial all the remaining pages of the Bid.

- 4.5 A Bidder, who does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- 4.6 All payments 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 D along with their offer, if not already executed in SAI.

#### 5. Firm Price

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. The rates quoted should be inclusive of all duties, levies and Service Tax (if applicable).

#### 6. Bid Security

6.2

6.1 The Bidder shall furnish along with its Bid, Bid Security for an amount as shown in the IFB in Section I. The Bid Security is required to protect the Purchaser against the risk of the Bidder's unwarranted conduct as amplified under Sub-Clause below. Non submission of bid security will be considered as a major deviation and Bid without bid security will not be considered.

#### Bid security must be submitted to the purchaser before bid submission end date and time.

- The Bid Security shall be furnished in one of the following forms:
  - 1. Account Payee Demand Draft.
  - 2. Fixed Deposit Receipt
  - 3. Banker's Cheque
  - 4. Bank Guarantee
- 6.3 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 "Secretary, Sports Authority of India", payable at "New Delhi". In case of Bank Guarantee, the same is to be provided from any nationalised/scheduled/bank in India (acceptable to purchaser) as per the format specified under Section IV (C) of Bid Documents.
- 6.4 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 of ITB is 90 days, the Bid Security shall be kept valid for 135 days from Bid opening date.
- 6.5 Unsuccessful Bidders' Bid Security will be returned to them without any interest, after expiry of the Bid validity period, but not later than thirty days after conclusion of the resultant contract. Successful Bidder's Bid Security will be returned without any interest, after receipt of performance security from that Bidder.
- 6.6 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 purchaser. The successful Bidder's Bid Security will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

#### 7. Bid Validity

- 7.1 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.
- 7.2 In exceptional cases, the Bidders may be requested by the Purchaser 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.

#### 8. Signing of Bid

- 8.1 The Bidders shall submit their Bids as per the instructions contained in ITB Clause 4.
- 8.2 Bid shall be typed and the same shall be signed by the bidder or by a person(s) who has been duty authorized to bind the bidder to the contract and upload in PDF format.

- 8.3 The bid shall be duly signed at the appropriate place as indicated in the Bidding Documents and all other pages of the Bid. The Bid shall not contain any erasure or overwriting. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the Bid.
- 8.4 Authorized Signatory/Signing of Tender:

Individual signing the tender or other documents connected with contract must specify the capacity in which the tender documents are signed as:

- a) A 'sole proprietor' of the concern or constituted attorney of such sole proprietor.
- b) A partner of the firm, if it be a partnership firm, in that case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.

#### **D. SUBMISSION OF BIDS**

#### 9. Submission of Bids

**On-line bids** have been invited and bidder should submit their bid as per instructions given for submission of On-line bids under Section II-B.

#### **E. BID OPENING**

#### 10. Opening of Bids

- 10.1 The Purchaser will open the Bids at the specified date and time and at the specified place as indicated in the IFB in Section-I.
- 10.2 In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for the purchaser, the Bids will be opened at the appointed time and place on the next working day.
- 10.3 Authorized representatives of the Bidders, who have submitted Bids On-line may attend the Bid opening provided they bring with them letters of authority from the corresponding Bidders acknowledgement letter of bid submission at CPP website: https://eprocure.gov.in/eprocure/app.
- 10.4 Two Bid system as mentioned in Para-4 above will be as follows. The <u>Technical Bids</u> are to be opened in the first instance, at the prescribed time and date as indicated in IFB Critical Date Sheet. During the Technical Bid opening, the Bid opening official(s) will read the salient features of the Bids like brief description of the goods offered, Bid Security and any other special features of the Bids, as deemed fit by the Bid opening official(s).

#### F. SCRUTINY AND EVALUATION OF BIDS

#### 11. Preliminary Scrutiny of Bids

- 11.1 The Purchaser will examine the Bids to determine whether they are complete, whether the documents have been properly signed, stamped and whether the bids are generally in order.
- 11.2 These Bids shall be scrutinized and evaluated by the Purchaser with reference to parameters prescribed in the Bidding Document. In the first instance technical bids shall be evaluated.
- 11.3 Prior to the detailed evaluation of Price Bids, the Purchaser will determine the substantial responsiveness of each Bid to the Bidding Document. For the purposes of these clauses, a substantially responsive Bidder is one, which conforms to all the terms and conditions of the Bidding Documents including Technical Specifications without material deviations.
- 11.4 Thereafter, in the second stage, the Price Bids of only those bidders shall be opened for further evaluation on a notified date, which are found technically responsive (as decided in the first stage). The prices, special discount, if any, of the goods offered etc., as deemed fit by Bid opening official(s) will be read out.

- 11.5 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.
- 11.6 However minor deviation and/or minor irregularity and/or minor non-conformity in the Bid, the Purchaser may waive the same.
- 11.7 If a Bid is not substantially responsive, it will be rejected by the Purchaser.

#### 12. Comparison of Bids and Award Criteria.

- 12.1 For comparison for ranking purpose for evaluation, the comparison of the responsive Bids shall be carried out with price on all inclusive basis. The bidder who is L-1 for majority of the items shall be treated as responsive L-1 bidder and negotiations if required shall be conducted with the said L-1 bidder.
- 12.2 Empanelment may be awarded to the lowest responsive Bidder who meets the laid down Eligibility Criteria and submits the required Bid documents and accept other terms & conditions of Invitation for Bid.
- 12.3 SAI reserve the right to counter offer the rates of EMPANELED FIRM to other higher quoting responsive bidders in order to empanel more than one bidder, who are responsive and accepts the counter offered rates or lower rates. Simultaneously, the EMPANELED FIRM shall be intimated that its rates are counter offered to other higher quoting bidders and an opportunity is awarded to him to reduce their rates if so desired.

#### G. AWARD OF EMPANELMENT

#### 13. Purchaser's Right to accept any Bid and to reject any or all Bids

The Purchaser 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 all Bids at any time prior to award of Empanelment without incurring any liability, whatsoever to the affected Bidder or Bidders.

#### 14. Notification of Empanelment /Execution of Agreement

- 14.1 The Purchaser will notify the successful Bidder(s) in writing, by registered/speed post or by fax/email etc. that its Bid for goods/services, which have been selected by the purchaser, has been accepted, indicating essential details & prices.
- 14.2 The successful bidder must furnish to the purchaser the performance security of the required amount and execute an agreement on non-judicial stamp paper of Rs. 100/- within fifteen days from the date of issue of Notification of Empanelment and start the work from the date of communication.

#### 15. Non-receipt of Performance Security and Contract by the Purchaser

Failure of the successful Bidder in providing Performance Security and / or executing the agreement in terms of ITB clause above, shall make the Bidder liable for forfeiture of its bid security and, also, for further actions by the Purchaser against it for termination of contract for default and other administrative actions as deemed fit by the purchaser.

#### 16. Corrupt or Fraudulent Practices

It is required by all concerned namely the Consignee/Bidders/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser/SAI: -

 (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 Purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or gross/deliberate negligence in executing the contract.
- (c) The Purchaser reserves the right not to conclude Contract and in case Contract has been issued, terminate the same, if, found to be obtained by any misrepresentation, concealment and suppression of material facts by the Bidder. In addition, Bid Security/Performance Security (as the case may be) deposited by the Bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment & suppression of material facts shall be initiated.

#### SECTION-II-B

#### Instructions for Online Bid Submission

1. The Bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <a href="https://eprocure.gov.in//eprocure/app">https://eprocure.gov.in//eprocure/app</a> .

#### 2. **REGISTRATION**

- (i). Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <u>https://eprocure.gov.in//eprocure/app</u>) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- (ii). As part of the enrolment process, the Bidders will be required to choose a unique username and assign a password for their accounts.
- (iii). Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- (iv). Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/TCS/nCode/eMudhra etc.), with their profile.
- (v). Only one valid DSC should be registered by a Bidder. Please note that the Bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- (vi). Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### 3. SEARCHING FOR TENDER DOCUMENTS

- (i). There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- (ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- (iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the helpdesk.

#### 4. **PREPARATION OF BIDS**

- (i) Bidder should take into account corrigendum/amendment/modification published on the tender document before submitting their bids.
- (ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

(iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### 5. SUBMISSION OF BIDS

- (i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (ii) The Bidder has to digitally sign and upload the required bid documents one by one as indicate in the tender document.
- (iii) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- (iv) Bidder should prepare the Bid Security as per the instruction specified in the tender document. The original should be **posted/couriered/given** in person to the concerned official latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (v) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission on the bids by the bidders, opening of bids etc. The Bidders should follow this time during bid submission.
- (vi) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (vii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (viii) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.
- (ix) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### 6. ASSISTANCE TO BIDDERS

- (i) Any query relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- (ii) Any query relating to the process of online bid submission or query relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The Contact number for the helpdesk is 1800 3072 2232. Foreign bidder can get help at +91-7878007972, +91-7878007973.

#### SECTION-III

#### (A) ELIGIBILITY CRITERIA.

S. No	Eligibility Criteria
1.	Having executed orders for repair of furniture items/similar work to the extent of Rupees (20) Twenty Lakhs to any Central/State Govt. & Public Sector Undertaking/MNC during the last three (03) years on 31.03.2016 - (submit Performance Statement as per format enclosed).
2.	Bidder should have its own workshop facility and submit full details of its own workshop facilities, with address.
3.	Having Permanent Account No. Sale-Tax/VAT Registration/TIN No. and Service tax No.

#### (B) PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last three years)

·\_\_\_\_\_

:\_\_\_\_\_

.\_\_\_\_\_

Bid Reference No.

Date of opening

Name and address of the Bidder

#### Details of orders received

Order placed by (full address of Purchaser)	Order number and date	Description and quantity of ordered goods and services	Value of order	Date of completio n of Contract	Remarks indicating reasons for delay if any
1	2	3	4	5	6

Signature and seal of the Bidder

#### Note:

1. Purchaser reserves the right to ask the Bidder to furnish Order copies and Satisfactory Completion Certificate from purchaser in respect of above.

#### **SECTION - IV**

#### (A) **BID SUBMISSION FORM**

Date:\_\_\_\_\_

Sports Authority of India Jawaharlal Nehru Stadium Complex, Gate No.10, Lodhi Road, New Delhi-110003

То

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 the services (*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 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 - VI.

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 manufacturers]

#### SECTION -IV

#### (B) Price schedule

I/We hereby submit my/our competitive quotations/rates all Inclusive i.e. inclusive all duties/levies/taxes and Service tax (if applicable) for providing of services for repairs of the under quoted items valid for a period of one year from the date of acceptance of the bid:

S.NO	Name of Items	Rate per Unit (inclusive of all Taxes, levies, duties and service Tax) (Rs.)
Α	Painting of Steel Furniture (with ISI Marked paint of reputed brand)	
1.	Steel office Almirah (Big)	
2.	Steel office Almirah (Small)	
3	Steel Rack (Big)	
4.	Steel Rack (Small)	
5	Steel Storage Unit	
6	Steel Chairs (Office)	
7	Steel Chair Revolving	
8	Steel Table (Officer)	
9	Steel Table (Assistant)	
10	Steel Table (Clerk)	
11	Steel Bookcase	
12	Shooter Table	
13	Steel Filing Cabinet	
	a. Four Drawers	
	b. Three Drawers	
	c. Two Drawers	
14	Steel Gun Almirah	
15	Steel Lockers (Pigeon Hole)	
	a. 12 Lockers	
	b. 8 Lockers	
	c. 6 Lockers	
	d. 4 Lockers	
В	Revolving Chair	
1	Repair of Revolving System	
2	Replacement of Wheel	
3	Replacement of Hydraulic Cylinder	
4	Repair of Hydraulic System	
5	Providing & Fixing of Steel Base/PVC Base	

6	Providing & Fixing of Caster Bush	
7	Providing & Fixing of PU Arms	
8	Providing & Fixing of new Revolving System (Synchro Tilt Plate)	
9	Welding Point (Per Point)	
10	Providing & Fixing of New Handle/PU Arms to Cushion Visitor Chair (All Types)	
С	Steel Almirah/Steel Book Case/Lockers.	
1	Replacement of Lock	
2	Replacement of Handle	
3	Replacement of Bush	
4	Repairing of Locking system	
5	Minor Repair	
6	Adjustment/Repairing of Shelve	
7	Providing of Key	
8	Force Opening of Locked Almirah	
9	Providing & Fixing of New Legs/Base	
10	Supply and Fixing of Plain Glass (Per Sqft.)	
11	Repairing of Lock	
12	Repairing of Door	
13	Providing & Fixing of Knobs/Kunda Chapka/Card Holder	
D	Steel Table	
1	Replacement of Lock	
2	Adjustment/Repairing of Drawer	
3	Providing of Key	
4	Opening of Locked Drawer	
5	Repair of Locking System	
6	Minor Repair of Table	
7	Replacement of Handle	
8	Repair of Lock	
9	Minor Repair of shooter Table	
Ε	Steel Filling Cabinet	
1	Replacement of Lock	
2	Adjustment of Drawer	
	Droviding of Kov	
3	Providing of Key	
3 4	Opening of Locked Cabinet	
4	Opening of Locked Cabinet Repair of Locking System Minor Repairs	
4 5	Opening of Locked Cabinet Repair of Locking System	

9	Providing & Fixing of New Locking System	
10	Providing & Fixing of Steel Ball of Filling Cabinet	
11	Providing & Fixing of New Channel	
12	Providing & Fixing of Push Button	
F	Steel Office Canned Chair	
1	Replacement of New Wooden Seat (Duly Canned, Polish & Fitting)	
2	Replacement of New Wooden Back (Duly Canned, Polish & Fitting)	
3	Replacement of New Wooden Arms	
4	Replacement of Rubber Shoes	
5	Replacement of Rubber Caps	
6	Minor Repair of Steel Chair	
7	Painting of Steel Chair	
8	P/F of Steel Strips for Support with Welding	
9	P/Fixing of Nut-Bolts	
G	Wooden/Steel Doors	
1	Replacement of Mortice Lock	
2	Replacement of Handle	
3	Repair of Old Lock	
4	Providing of Keys	
5	Providing & Fixing of Night Latch	
6	Repairing of Door	
7	Providing & Fixing of Door Lock	
8	Providing & Fixing of Handle	
9	Providing & Fixing of Locking Bolt	
10	Providing & Fixing of Hinges	
11	Providing & Fixing of Door Stopper	
12	Providing & Fixing of Tower Bolt	
13	Providing & Fixing of Aldraj (Locking Bolt)	
14	Repair of Door Closer	
15	Replacement of Small Rod	
16	Replacement of Spring	
17	Replacement of Big Rod	
18	Providing & Fixing of Door Closer	
19	Providing & Fixing of Fancy Brass Handle to Doors	
20	Providing & Fixing of Brass Tower Bolt to Door	
21	Providing & Fixing of Brass Sliding Bolt to Door	

н	Polishing of Wooden Furniture – lacquer Polish	
1	Wooden Table Executive (Big)	
2	Wooden Officer Table (Big)	
3	Wooden Assistant Table	
4.	Wooden Dining Table	
5	Wooden Clerk Table	
6	Wooden Conference Table	
7	Wooden Almirah (Big)	
8	Wooden Almirah (Small)	
9	Wooden Mirror Stand	
10	Wooden Partition Screen	
11	Wooden Notice Board/Key Board/Horner Board etc.	
12	Wooden Display Rack	
13	Wooden Partition	
14	Wooden Storage Unit/Side Unit/Storage Rack etc.	
15	Wooden Workstation	
16	Wooden Cushion/Canned Chair (Any Type)	
17	Sofa Set (All Type)	
18	Wooden Centre Table	
19	Wooden Stool	
20	Wooden Door (After scraping of Existing Polish) (Per Sqft.)	
21	Wooden Panelling (Per Sqft.)	
22	Polishing of Wooden Partition including cleaning of sunmica (Per Sqft.)	
23	Wooden Bed Double	
24	Wooden Bed Single	
25	Wooden side Table	
26	Wooden Study Table	
27	Wooden Dining Chair	
28	Wooden furniture articles(psft)	
I	Repairing of Wooden/Modular Furniture	
1	Repair of Wooden Chair (Any Type)	
2	Repair of Wooden Table	
3	Repair of Wooden Almirah	
4	Repair of Wooden Work Station	
5	Repair of Side Table	
6	Repair of Study Table	
7	Repair of Wooden Bed – Double	
8	Repair of Wooden Bed – Single	

9	Minor Repair of shoes Rack	
10	Repairing/Adjustment of Drawers on Wooden Table/Work	
	Station etc.	
11	Repair of Stool with Nail etc.	
12	Providing & Fixing of Kunda Chhapka	
13	Providing & Fixing of Handle	
14	Providing & Fixing of Knobs	
15	Providing & Fixing of Multi Purpose Lock	
16	Providing & Fixing of New Sliding Channel (Telescopic) to Key Board	
17	Providing & Fixing of New Lock to Wooden Furniture Articles	
18	Providing & Fixing of Glass Panes to Furniture Articles	
19	Providing & Fixing of Plywood	
20	Providing & Fixing of Wooden Beeding	
21	Repair of Sliding Key Board Stand/Tray	
22	Providing & Placing of New Wooden footrest to Wooden Table	
23	Providing & Fixing of Wooden Brackets	
24	Providing & Fixing of Hinges	
25	Providing & Fixing of Wall Catcher	
26	Providing & Fixing of 19mm thick Ply Board (Commercial)	
27	Providing & Fixing of 12mm Ply (Commercial)	
28	Providing & Fixing of 6mm Ply (Commercial)	
29	Providing & Fixing of 6mm Ply (Teak)	
30	Providing & Fixing of 4mm Ply (Commercial)	
31	Providing & Fixing of 4mm Ply (Teak)	
32	Fixing/Hanging Photo Frame/Wall Mirror/Wall Clock/Calendar Frame etc. With Gitties and Hook	
33	Providing & Fixing of New Key Board for Computer Table "18x18"	
34	Providing and Fixing of Modular Wooden Particle Board (Pre-Laminated) with existing/Quality Color (Per Sqft.)	
35	Providing and Fixing of Wooden beading of Appropriate size and Thickness to Wooden Furniture Articles	
36	Providing & Fixing of Wooden Brackets	
37	Providing & Fixing of Iron Brackets	
J	Dry Cleaning of Sofa Set/Chairs etc.	
1	Four Seater	
2	Three Seater	
3	Two Seater	

4	Single Seater	
5	Executive Revolving Chair High Back	
6	Executive Revolving Chair Low Back	
7	Cushioned Visitor Chairs (Steel)	
8	Cushioned Visitor Chairs (Wooden)	
9	Computer Chairs	
10	Carpet (Woolen)	
11	Carpet (Acrylic)	
12	Dry-Cleaning of Vertical blinds including removing/re- fixing	
13	Dry-Cleaning of Curtains	
14	Dry-Cleaning of Cushioned Cover	
К	Miscellaneous Items	
1	Repairing/Servicing of Vertical Blinds including change of Parts if required	
2	Minor Repair of Vertical Blinds	
3	Replacement and Fixing of Vertical Blinds with 100mm wide superior fabric with all necessary mechanism (as per sample approved)	
4	Replacement and Fixing of Roller Blinds with superior fabric and aluminium channel with all necessary mechanism (as per sample approved)	
5	Replacement and Fixing of Bamboo chick Blinds with designer cloth (as per sample approved)	
6	Repair of work station	
7	Shifting/re-fixing of work Station	
L	Glass work	
1	Providing Table Glass Top (Modi Guard/Gold Plus/Saint Gobain or Equivalent) (Per Sqft.) <u>Plain Glass</u>	
	6mm	
	8mm	
	10mm	
	12mm	
2	Providing Table Glass Top (Modi Guard/Gold Plus/Saint Gobain or Equivalent) (Per Sqft.)	
	Coloured Glass (Brown/Black)	
	6mm	
	8mm	
	10mm	
	12mm	

3	Bevelling of glass (Per running feet)	
4	Cutting, Grinding etc of Glass (Per Sqft.)	
5	Repair of work station	
6	Shifting/re-fixing of work Station	
М	Renovation of Sofa Set, Including Providing of Tat, Cotton, Jute, Markin, Dori, Spring & Change of Cloth/Leather (As per Sample Approved)	
1	Four Seater	
2	Three Seater	
3	Two Seater	
4	Single Seater	
5	Cushioned Officer Chairs	
6	Executive Revolving Chair	
	a. High Back	
	b. Low Back	
7	Computer Revolving Chair	
8	Wooden Cushion Satties	
9	P/F Rubber/PU/Foam Cushion (ISI Mark)	
	a. Size – 21"x22"x4"	
	b. Size – 21"x22"x3"	
	c. Size – 18"x18"x2"	
	d. Size- 21"x22"x6"	
10	P/F Foam sheet 25mm (HD) to Sofa Set	
11	Stitching of Curtain (Plain)	
12	Stitching of Curtain (Pleated)	
13	Stitching of Curtain with Pleat & Lining	
14	Replacement & Fixing of hooks for Curtain	
15	Supply of loose seat cushion with cover for chair.	
	a. Seat	
	b. Back	
Ν	Supply of white terricot cloth and stitching of loose cover for the following furniture articles.	
1	Sofa Four Seater	
2	Sofa Three Seater	
3	Sofa Two Seater	
4	Sofa Single Seater	
5	Cushioned Visitor Chair	
6	Executive Revolving Chairs	
7	Computer Chairs	

0	Repair of Aluminium Doors/Window	
1	Providing & Fixing of New Lock	
2	Providing & Fixing of New Handle	
3	Repair/Adjustment of Door	
4	Repair of Locking System	
5	Replacement & Fixing of Rubber Beading	
6	Complete repair of door including cutting, dismantling and reaffixing etc. Complete in all respect	
7	Replacement & Fixing of Hinges	
8	Replacement & Fixing of aluminium section as per size required	
9	Replacement & Fixing of Floor Spring (ISI)	
10	Replacement & Fixing of Glass Panes	
	a. Glass Plain	
	b. Glass Tinted	

#### DECLARATION

- 1. The rates quoted are all inclusive i.e. inclusive of all applicable duties/levies/taxes and service tax (if applicable) for SAI JN Stadium, and stadia in New Delhi.
- 2. The information given in the financial bid by the undersigned is correct.
- 3. I/we hereby undertake to execute the repair /providing of goods as per supply order within seven days or as per specified in the work order, during the period of one year at the above quoted rates.

Signature of the Tenderer	
Name_	
Address	
-	
Telephone No.(Office)	
(Res.)	
(Mobile)	

#### SECTION - IV

#### (C)BANK GUARANTEE FORM FOR BID SECURITY

Whereas (hereinafter called the "Bidder") has submitt							omitte	d its					
quotation dated	for providing the required services,/ supply of												
(hereinafte	r called	the	"Bid")	again	st	the	pur	chase	er's	Bid	Refere	ence	No.
				Know	all	per	sons	by	these	e pro	esents	that	we
				_ (	of								
(Hereinafter	called	the	"Banl	k")	havi	ng	ou	r	regist	ered	of	fice	at
			ā	are bo	ound	ur	nto						
(hereinafter call	ed the "Pu	chaser	) in the s	sum of <sub>.</sub>						f	or whic	h payn	nent
will and truly to	be made t	o the s	aid Purcl	haser, t	he Ba	ank b	inds i	tself,	its su	ccess	ors and	assign	s by
these presents.	Sealed with	the Co	ommon S	eal of t	he sa	id Ba	ink th	is				da	ay of
20	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 Purchaser 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 Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser 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 90 days i.e. for 135 days (90 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

#### (D) NEFT MANDATE FORM

From: M/s.

Date:

Τo,

Executive Director (Finance) 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.	
Supplier'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] For and on behalf of Messrs

Confirmed by Bank

Enclosed a copy of Crossed Cheque

[Name & address of the Bidder]

No.: 2(2)/SAI/GAD-II/2015-16/IFB-07

## <u>PART -2</u>

## **SECTION V**

## **SCHEDULE OF REQUIREMENT**

As given in Price Schedule (Section IV B)

No.: 2(2)/SAI/GAD-II/2015-16/IFB-07

# PART -3 CONTRACT

Page **26** of **31** 

#### **SECTION - VI**

#### **GENERAL CONDITIONS OF CONTRACT (GCC)**

#### 1. Application

1.1 The General Conditions of Contract incorporated in this section shall be applicable for services to the extent the same is not superseded by Schedule of requirement.

#### 2. Performance Security

- 2.1 Within fifteen (15) days from date of the issue of Notification of Empanelment by the purchaser, successful Bidder shall furnish Performance Security to the purchaser for an amount of Rs.20,000.00) Rupees Twenty thousand valid up to one year + 60 days i.e. for 14<sup>th</sup> months from the date of Commencement of contract.
- 2.2 The Performance Security shall be denominated in Indian Rupees in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt or Bank Guarantee issued by a Scheduled bank, in the prescribed form as enclosed.
- 2.3 The purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all Contractual obligations.

#### 3. Commencement of Services

(a) The contract/Empanelment for providing services shall be valid for a period of (01) Year from the date of its commencement and can be extended for a period up to maximum period of one (01) Year at the same Terms & Conditions including Price, subject to satisfactory performance and mutual consent. Orders can be placed up to the last date of the Empanelment.
 (b) Empanelment of Contractor is an agreement between SAI and the contractor for providing the required services during the currency of empanelment at specified price, terms and conditions. No quantum of work is guaranteed.

- **4. Prices:** Prices/rates quoted should be indicated in words and figure. Prices shall remain firm and fixed during the currency of the Empanelment. Tenders received with variable rates shall be rejected.
- 5. Taxes & Duties: Prices quoted are inclusive of all duties/taxes/levies and service tax if applicable).

#### 6. Terms and Mode of Payment:

- 6.1 100% payment would be made upon submission of bills by the Contractor along with a certificate/job slip duly signed by concerned officer in charge of the section certifying satisfactory completion of job
- 6.2 No advance payment will be made in any case.

#### 7. Completion Period of job:

Within 07 days of placement of confirmed work order or as stipulated in the work order.

#### 8. Shortfall in Contractor's performance:-

In case of delay in repairs/providing the fixtures, beyond the period indicated in work Order, a penalty of Rs. 100/- per day shall be imposed for first default. In case of second and subsequent defaults a penalty of Rs. 200/- per day shall be imposed. In case of frequent defaults, purchaser

reserves the rights to terminate the contract in terms of provision of Clause 10 "Termination for Default".

#### 9. Special conditions:

- 9.1 The required work is to be carried out in the premises of this Authority. Only such work which cannot be carried out in the office premises may be allowed to taken be to the contractor's site. No extra charges for Transportation/labour etc shall be payable on this account.
- 9.2 The contractor shall be responsible for good behaviour and conduct of its workers. No worker with doubtful integrity or having a bad record shall be engaged by the contractor.
- 9.3 All major work carried out by the contractor should be adequately guaranteed for a period of one year and any defect found during this period will have to be rectified free of cost by the contractor within 03 days of receipt of communication.
- 9.4 Sub- standard materials, if brought by contractor for use shall be rejected and shall to be removed at their cost from the site immediately.
- 9.5 Sports Authority of India shall have no liability, financial or otherwise, for any harm/damage/injury incurred to the manpower deployed by the Contractor in the course of performing the work of SAI. Neither the Contractor nor his workers shall have any claim on SAI for compensation or financial assistance on this account. The employee of the Contractor will remain under the contractor and will not claim any job under the SAI.
- 9.6 Any complaint/work reported by SAI will be attended immediately within a period of (03) three days, falling which a penalty of Rs.100/- per day shall be imposed.

#### **10.** Termination for default

- 10.1 The purchaser, without prejudice to any other Contractual rights and remedies available to it (the purchaser), may, by written notice of default sent to the bidder, terminate the Contract in whole or in part, if the bidder fails to perform any Contractual obligation(s) within the time period specified in the Contract, or within any extension thereof granted by the purchaser.
- 10.2 Unless otherwise instructed by the purchaser, the bidder shall continue to perform the Contract to the extent not terminated.

#### **11.** Termination for insolvency

If the contractor becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the Contract at any time, by serving written notice to the bidder without any compensation, whatsoever, to the bidder 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 purchaser.

#### 12. Jurisdiction

All question, disputes or differences arising under or out of or in connection with the contract, if concluded, shall be subject to the exclusive jurisdiction of the court within the local limits of whose jurisdiction the place from which the work order has been issued.

#### **13.** Resolution of disputes.

- 13.1 If dispute or difference of any kind shall arise between the purchaser and the Bidder in connection with or relating to the Contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 13.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twentyone days of its occurrence, then, either the purchaser or the Bidder 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 and a Bidder 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 Director General (Sports Authority of India). The award of the arbitrator will be final and binding on the parties to the Contract.

#### 14. Venue of Arbitration:

The venue of arbitration shall be the place from where the Contract has been issued, i.e., New Delhi, India.

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

#### **SECTION – VII**

#### **SPORTS AUTHORITY OF INDIA** (GA DIVISION) JAWAHARLAL NEHRU STADIUM COMPLEX, GATE NO. 10, LODHI ROAD, NEW DELHI-110003.

#### (A) CONTRACT AGREEMENT

Contr	ntract No Dated	
This i	s is in continuation to this office's Empanelment No dated	
1.	Name & address of the Contractor	
2.	Purchaser's Bidding Document No dated and subsequ No, dated (if any), issued by the purchaser.	ient Amendment
3.	Contractor's Bid No dated and subsequent on No dated (if any), exchanged between the conspurchaser in connection with this Bid.	
4.	<ul> <li>In addition to this Contract Form, the following documents etc, which are documents mentioned under paragraphs 2 and 3 above, shall also be deemed read and construed as integral part of this Contract:</li> <li>1. General Conditions of Contract;</li> <li>2. Price Schedule(s) furnished by the supplier in its Bid;</li> </ul>	
F Cor	ame terms conditions stimulations at out of the above referred documents are r	aproduced below

- 5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
  - (i) Brief particulars of the Services /goods which shall be provided are as under:

Schedule	Brief description of services	Accounting	Unit
No.		unit	Price

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

(ii) Details of Performance Security:

(Signature, name and address of the purchaser's authorised 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 Bidder

(Seal of the Service Provider)

Date: \_\_\_\_\_ Place: \_\_\_\_\_

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#### **SECTION – VII**

#### (B) BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

Τo,

Sports Authority of India, Jawaharlal Nehru Stadium Complex, Gate No.10, Lodhi Road, New Delhi- 110003.

[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, Jawaharlal Nehru Stadium Complex, Gate No.10, Lodhi Road, NEW DELHI-110003

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number]

We have been informed that [insert complete name of Insurance Provider] (hereinafter called "the contractor") has entered into Contract No. [insert number] dated [insert day and month], [insert year] with you, for providing the 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 Bidder

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 *Bidder* 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]