



**SPORTS AUTHORITY OF INDIA
NETAJI SUBHAS REGIONAL CENTRE,
SAROJINI NAGAR, KANPUR ROAD, LUCKNOW, PIN-226008**

Telephone : 0522-2438155 Fax : 0522-2438155
Website : www.sportsauthorityofindia.nic.in
Bid Reference No. : SAI/NSRC/Maintenance/Lko/18-19
Date : 27.03.2018

E-Bidding Document

For

**DAY-TO-DAY MAINTENANCE
OF CIVIL & ELECTRICAL WORK**

AT

**SPORTS AUTHORITY OF INDIA
NETAJI SUBHASH REGIONAL CENTRE,
KANPUR ROAD, SAROJINI NAGAR, LUCKNOW**

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PART -1
BIDDING PROCEDURE



**NETAJI SUBHAS REGIONAL CENTRE,
SAROJINI NAGAR, KANPUR ROAD, LUCKNOW, PIN-226008**
Telephone: 0522-2438155 Fax : 0522-2438155

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

Bid Reference no. SAI/NSRC/Maintenance/Lko/2017-18

Date :

INVITATION FOR ONLINE BIDS (IFB)

1. Sports Authority of India (SAI), Netaji Subhash Regional Centre, Sarojini Nagar, Kanpur Road, Lucknow for and on behalf of the Director General, Sports Authority of India invites Bids on two bid system for following work:

2. Manual bids shall not be accepted.

Brief Description of work	Estimated Cost	EMD (Rs.)	Tender cost
Attending to Misc. work of Maintenance of Civil & Electrical work including providing various small items consumable like PVC, Tape, Soot Gola, washer etc. for carrying out day to day repairs/maintenance of electrical & civil work. All Tools and plants to be arranged by the contractor.	Rs.9,00,000.00	22500.00	Rs 500.00.

Payments:

Scanned copy of Tender fee and Earnest Money is to be uploaded online and Hard Copy of same must be sent to the office of Regional Director, Sports Authority of India, NS Regional Centre, Sarojini Nagar, Kanpur Road, Lucknow on or before bid submission Date & time as mentioned in Critical Date Sheet.

CRITICAL DATE SHEET

Uploading/Publication of Tender Documents	27.03.2018
Downloading of Bid Documents	28.03.2018
Cut of Date seeking Clarification	03.04.2018
Last Date & Time of Submission of Bid	18.04.2018 upto 13.00 hours
Opening Date & Time of Technical Bids	19.04.2018 at 15.00 hours

3. Bidder may also download the Bidding Documents from the website www.sportsauthorityofindia.nic.in and 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>.

4. Bids shall be submitted online only at CPPP website <http://eprocure.gov.in/eprocure/app>. Bidders are advised to follow the instructions provided in the `Instruction to the Bidders for e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>.
5. Bidder who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <http://eprocure.gov.in/eprocure/app> and SAI website www.sportsauthorityofindia.nic.in 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 EMD would be forfeited and tenderer is liable to be banned from doing business with SAI.
6. Intending tenderers are advised to visit again CPP webwiste www.eprocure.gov.in and SAI website www.sportsauthorityofindia.nic.in at least 3 days prior to closing date of submission of tenders for any corrigendum / addendum / amendment.

-sd-
Assistant Director

SECTION-I
INSTRUCTIONS TO BIDDERS (ITB)
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SECTION-II

INSTRUCTIONS TO Bidders (ITB)

A. PREAMBLE

1. Introduction

- 1.1 This Bidding Document is for Day-to-day Maintenance of Civil & Electrical work as mentioned in Section – V – “SCOPE OF WORK.”
- 1.2 This section (Section I - “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 bid inviting 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 bid inviting 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

The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the Bid exchanged between the Bidder and the purchaser, 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 DOUMENTS

3. Content of Bidding Documents

In addition of Section I – “Invitation for Online Bid” (IFB), the Bidding Documets include:

- Section II - Instruction to Bidders (ITB)
- Section III - Qualification Criteria & Performance Statement
- Section IV - Bidding Form
- Section V - Scope of Work
- Section VI - General Conditions of Contract (GCC)
- Section VII - Contract Form

4. Amendments of Bidding Documents

- 4.1 At any time prior to the deadline for submission of Bids, the bid inviting authority may, for any reason deemed fit, modify the Bidding Documents by issuing suitable amendment(s) to it.
- 4.2 Such an amendment to the Bidding documents will be uploaded on SAI website www.sportsauthorityofindia.nic.in.
- 4.3 Prospective Bidders are advised in their own interest to visit above mentioned 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 Documents may take up the same with the bid inviting authority in writing. The bid inviting authority will respond in writing to such request provided the same is received by the SAI not later than fifteen 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. "Technical Bid" and "Price Bid" prepared by the bidders shall comprise the following (**bidders are requested to upload online following documents in PDF format**):

A) Technical Bid: The bidders shall submit the copy of following documents alongwith the submission of bid documents:

- i) Bid Security (EMD) and Tender Fee to be furnished in the form of as per sub-clause no. 9. Tender Fee furnished in the form of Demand Draft payable at Regional Director, Sports Authority of India, NSRC, Lucknow.
- ii) Bid submission form as per section IV (A) and letter authorization in favour of signatory of bidding documents.
- iii) Three years' experience in the field of Civil & Electrical work.
- iv) EPF Registration with EPF Code number;
- v) ESI Registration
- vi) Valid license issued by Regional Labour Commissioner;
- vii) Successful completion certificate issued by the officer not below the rank of Section Officer, of at least three similar works, each of value not less than 40% of the estimated cost put to tender or two similar works, each of value not less than 60% of estimated cost, or one similar work of value not less than 80% of the estimated cost, all amounts rounded off to a convenient full figure, the last 7 years ending on the last day of the month previous to the one in which the tenders are invited. These works should be carried out in Central/State Govt. Department/PSUs/Autonomous bodies or other similar organizations.
- viii) Certificate of Chartered Accountant showing annual turn over for the last three financial year (2014-15, 2015-16 & 2016-17).Copies of Balance Sheet, Profit and Loss Account statement etc need not be enclosed.
- ix) Registration with Service with GST.
- x) PAN number
- xi) Income Tax Returns for the last three years;
- xii) Undertaking by the bidder confirming the availability of adequate manpower of requisite qualification and experience for deployment.
- xiii) Registration of the firm (Proprietorship or Partnership)/ company (Pvt, Ltd. Or Public Limited), Societies/Trust registered under applicable statutes in India.
- xiv) National Electronic Fund transfer (NEFT) Form as per Section III (E) for payment
- xv) Documents mentioned in Qualification Criteria as per Section III (A).
- xvi) Registration certificate issued under Contract Labour (Regulation & Abolition) Act 1970.
- xvii) Power of Attorney in favour of signatory of Bidding Documents.
- xviii) Authority letter/ Board Resolution authorizing the person to make the application.
- xix) Successful bidder should also submit all the above documents in original without fail within seven days of dispatch of notification otherwise SAI may cancel the bid and the Bid security would stand forfeited.
- xx) Bidder shall execute necessary instruments and documents required by SAI in relation to the Bidding Documents and shall adhere to all notifications/

amendments as may be issued by SAI from time to time. All costs (including Taxes, stamp duties and registration charges (if any) shall be borne by the Bidder.

Note: 1- The bidding companies /firms /agencies are required to attest (self attestation) the copies of documents, along with the bid, signed on each page with seal, to establish the bidders' eligibility and qualifications failing which their bid shall be summarily rejected and will not be considered. The bidders are responsible for what they attest and claim; if, later on, it is found that whatever has been attested by the bidder is not true/correct, the company/ firm / agency of the bidder will be black- listed for purpose of procurement of any item(s), in addition to attracting penal provisions of the agreement.

Note: 2- The Technical bid shall not include any financial information. Such a bid shall be summarily rejected.

a) **Price Bid:** [Uploaded online in the prescribed PDF format as per Sec. IV (B) I/B II of bidding Documents.

- 6.2 Price Schedule Section IV(B) filled up with all the details including service charges.
- 6.3 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.
- 6.4 All pages of the Bid should be page numbered and indexed.
- 6.5 The authorized signatory of the Bidder must sign the Bid duly stamped at appropriate places and initial all the remaining pages of the Bid.
- 6.6 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.
- 6.7 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-III (E) along with their offers, if not already executed in SAI. Notification of Award will not be issued without NEFT Mandate Form.

Note: All documents should be submitted in PDF format.

7. Price Bid

- 7.1 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. (SELECTION CRITERIA IS GIVEN IN III (C).

8. Firm Price

- 8.1 The prices quoted by the Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account. However, if minimum wages of the workers is revised by the Government after last date of submission of the offers, the same will be reimbursed on actual basis.
- 8.2 In respect of GST, if payable, same shall be paid by bidder to the concerned department on demand and it will be reimbursed to him by the SAI after satisfying that it has been actually and genuinely paid by the bidder.

9. Bid Security

- 9.1 The Bidder shall furnish Bid Security, for an amount as shown in the IFB. The Bid Security is required to protect SAI against the risk of the Bidder's unwarranted conduct as amplified under sub-clause 9.7 below. Non submission of bid security will be considered as major deviation and Bid without bid security will not be considered.
- 9.2 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.

9.3 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

9.4 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 "Regional Director, Sports Authority of India, NSRC, Lucknow. In case of Bank Guarantee, the same is to be provided from any nationalized/scheduled/ bank in India (acceptable to SAI) as per the format specified under Section IV (C) of Bid Documents.

Bid security must be submitted to the Tender Inviting Authority before bid submission end date and time.

9.5 The Bid Security shall be valid for a period of forty-five days beyond the validity period of the Bid. As validity period of Bid as per Clause of bid validity, the Bid Security shall be valid for days from Technical Bid opening date.

9.6 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.

9.7 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 SAI. The successful Bidder's Bid Security will be forfeited without prejudice to other rights of SAI if it fails to furnish the required performance security within the specified period.

10. Bid Validity

10.1 The bid shall remain valid for acceptance for a period of 90 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.

10.2 In exceptional cases, the Bidders may be requested by the Tender Inviting 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.

10.3 In case the day up to which the Bids are to remain valid falls on or subsequently declared a holiday or closed day for SAI, the Bid validity shall automatically be extended up to the next working day.

11. Signing of Bid

11.1 The bidders shall submit their Bids as per the instructions contained in ITB clause 1.

11.2 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.

11.3 Bidding Documents seeks quotation following Two Bid System, in two parts. First part will be known as "Technical Bid", and the Second Part ' Price Bid' as specified in Clause 6 of ITB.

D. SUBMISSION OF BIDS

12. Submission of Bids

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

E. BID OPENING

13. Opening of Bids

- 13.1 The tender inviting Authority will open the Bids at the specified date and time and at the specified place as indicated in IFB in Section - I.
- 13.2 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.
- 13.3 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, acknowledgement letter of bid submission at CPPP website: <https://eprocure.gov.in/eprocure/app>.
- 13.4 Two- Bid system will be as follows. The Technical Bids are to be opened in the first instance, at the prescribed time and date as indicated in IFB Critical Date Sheet. These Bids shall be scrutinized and evaluated by the Tender Inviting Authority with reference to parameters prescribed in the Bidding Document. During the Technical Bid opening, the Bid opening official(s) will read the salient features of the Bids like brief description of the services offered, Completion period, 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 Technically acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical Bid. The prices, special discount if any, offered etc., as deemed fit by Bid opening official (S) will be read out.

F. SCRUTINY AND EVALUATION OF BIDS

14. Scrutiny of Bids:

- 14.1 The tender Inviting Authority will examine the Bids to determine whether they are complete, whether the documents have been properly signed, stamped and whether the Technical Bids are generally in order.
- 14.2 Prior to the evaluation of Price Bids, the Tender Inviting Authority will determine the substantial responsiveness of each Bid with respect to the Bidding Document. For purposes of these clauses, a substantially responsive Bid is one, which conforms to and complies with all the terms and conditions of the bid document.
- 14.3 If a Bid is not substantially responsive, it will be out rightly rejected by SAI.

15. Qualification Criteria

Bids of the bidders which do not meet the required Qualification Criteria prescribed in Clause 6(A) & Section III, will be treated as non - responsive and will not be considered further.

16. Comparison of Bids and Award Criteria

- 16.1 The Contract may be awarded to the lowest responsive Bidder who meets the laid down Qualification Criteria and submits the required Bid documents and accept the other terms & conditions. (SELECTION CRITERIA IS GIVEN IN SECTION III(C))
- 16.2 SAI reserves the right to give the price preference/purchase 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 along with other relevant documents so as to establish their claim and entitle them for such preferences.

G. AWARD OF CONTRACT

17. SAI's right to accept any Bid and to reject any or all Bids:
SAI 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.
18. **Notification of Award**
- 18.1 Before expiry of the Bid validity period, SAI will notify the successful Bidder(s) in writing, by registered / speed post or by fax/ email/sms etc. (to be confirmed by registered / speed post) that its Bid for services, which have been selected by SAI, has been accepted, also briefly indicating there in the essential details like Scope of work & services, and completion period, corresponding prices accepted. The successful Bidder must furnish to SAI the required Performance Security within twenty one days from the date of dispatch of this notification, failing which the bid security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided under GCC Clause 10 under Section VI.
- 18.2 The Notification of Award shall constitute the conclusion of the contract.
19. **Issue of Contract**
- 19.1 After award of contract, the Contract Agreement as per Section VIII (A) duly completed and signed in duplicate by the successful Bidder to be submitted for agreement.
- 19.2 The successful Bidder shall return the original copy of the contract, duly signed and dated to SAI within twenty eight days from the date of issue of the contract.
20. **Non-receipt of Performance Security and Contract by the Tender Inviting Authority**
Failure of the successful Bidder in providing Performance Security and/or returning contract copy duly signed in terms of ITB Clause 9.7 above shall make the Bidder liable for forfeiture of its bid security and also for further actions by SAI against it as per the clause of GCC-Termination of default in Section VI and other administrative actions as deemed fit by the SAI.
21. **Corrupt or Fraudulent Practices**
It is requested by concerned namely the bidders to observe the highest standard of ethics during the execution such contracts. In pursuance of this policy, the SAI:-
- a) Will reject a proposal for award 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 SAI 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) SAI 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:

<https://eprocure.gov.in/eprocure/app>.

2. REGISTRATION

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) 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 account.
- (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 into 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, Organisation 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 Organisation 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 / held from the helpdesk.

4. PREPARATION OF BIDS

- (i) Bidder should take into account corrigendum 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 help 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 indicated 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 EMD 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 bidder’s dashboard) will be considered as the standard time for referencing the deadlines for submission of 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 should 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 opener’s 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 (i.e 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.

E. ASSISTANCE TO BIDDERS

- (i) Any queries 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 queries relating to the process of online bid submission or queries 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.

SECTION - III

(A) QUALIFICATION CRITERIA

Bid. Reference No.01

Sl. NO.	Qualification Criteria
1	The bidder shall have at least five years experience in Civil & Electrical work activities defined in the scope of work.
2	Satisfactory completion of at least three similar works, each of value not less than 40% of the estimated cost put to tender OR two similar works, each of value not less than 60% of the estimated cost, OR one similar work of value not less than 80% of the estimated cost, all amounts rounded off to a convenient full figure, in the last 7 years ending on the last day of the month previous to the one in which the tenders are invited. These works should be carried out in Central/State Govt. Department/PSUs/Autonomous bodies or other similar organizations.
3	Average annual financial turn-over should be 10 lakh during the immediate last three consecutive financial years.

2. In support of above, the Bidder shall furnish scanned copy of the required documents.
3. Requirement of copy of the documents as listed at Para 6 of Section II (ITB) is also a part of the qualification criteria.

SECTION -III

(B) PERFORMANCE STATEMENT
(For the period of last three years)

Bid Reference No. : _____

Date of opening : _____

Name and address of the Bidder: _____

Order placed by (Full Address)	Order number and date	Order placed on	Description and quantity of services	Value of order	Date of Completion of Contract		Remarks including reasons for delay if any	Are the services provided Satisfactorily
					As per contract	Actual		
1	2	3	4	5	6	7	8	9

Signature and seal of Bidder

Note: SAI reserves the right to ask the bidder to furnish copies of orders and satisfactory completion certificate in respect of works detailed in above statement.

SECTION -III

(C) SELECTION CRITERIA

1. Authority reserves the right to accept or reject any or all bids without assigning any reasons.
2. Authority also reserves the right to reject any bid (including the lowest one) which in its opinion is not responsive or violating any of the conditions/specifications or which is found to be adopting unethical business practices; without bearing any liability or any loss whatsoever it may cause to the bidder in the process.
3. Technical bids will be evaluated as per qualification criteria Section I (ITB) of the tender documents.
4. Technical bids of only those bidders who have submitted cost of tender documents & Bid Security as per terms of NIT will be opened.
5. The successful bidder will be the one who emerges LI out of responsive bids. In case, the two or more firms offer the same rates, such firms shall be asked to submit sealed revised offer but the revised quoted rates should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.

SECTION -IV
(A) BID SUBMISSION FORM

Date _____

To,
7
Executive Director,
Sports Authority of Indi,
Sarojini Nagar, Kanpur Road,
Lucknow

Ref.: Your Bidding Document No. _____ dated _____

We, the undersigned have examined the above mentioned Bidding Documents, 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, 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 48, in Section - VI for due performance of the contract.

We agree to keep our Bid valid for acceptance for ____ 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 provide qualified workers as indicated in the Tender Documents for Horticulture Work as per terms & conditions of the tender documents.

We also agree to submit the bill on monthly basis and accept for making payment to the workers as per the Minimum Wages notified by the Government.

We agree to the compliance of applicable Labour & other Laws in force.

We agree that all other payments like payment under Workmen Compensation Act etc. shall be borne & payable by us.

We agree to keep the SAI indemnified of any claim/damages, if any that SAI may have to pay with respect to the service and the deployment of any of our workers for SAI's work.

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 there is no case pending with the police or any other investigating agency (ie) against the proprietor/firm/partner or the company.

We confirm that no near relative of ours is an employee in SAI who is connected with the award and executive of the contract.

We confirm that we are competent to contract and 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]

SECTION -IV
(B) PRICE SCHEUDLE
SCHEDULE OF RATES (PRICE BID)

(To be enclosed with price bid in a separate cover marked "Envelope 2".)

Sl. No.	Description of Wage	Electrician/Pump operator workers (skilled) -03 persons	Plumber (skilled) - 01 person
1.	Rates/ wage per day		
2.	PF		
3.	ESI		
4.	Total (1+2+3)		
5.	Contract Service Charge		
6.	Any other charges		
7.	Total (4+5+6)		
8.	GST		
9.	Grand Total (rounded off to rupee)		

Note:

- i) The offer with rates below minimum wages notified by Central Government will be rejected. (Copy of Central Government orders be enclosed).
- ii) Minimum wages as notified by the Central Government will be paid to the successful bidder.
- iii) Rates for PF & ESI as applicable shall be quoted.
- iv) Contractor's service charges shall be inclusive of all the incidental charges, if any involved in successful completion of the work as per scope defined in the tender documents.
- v) If minimum wages is revised by the Government, the incremental wages and its statutory liability, if applicable, will be paid.
- vi) All levies/taxes/duty etc other than GST shall be assumed to be mandatory included of the contract service charges.
- vii) GST, if applicable, & EPF shall be reimbursed on production of proof of payment to Government after exercising all due checks.
- viii) Any alteration/cutting/over-writing in the rates should be attested by the authority signing the bid. Bids received with alteration/cutting/over-writings without attestation will not be considered.
- ix) Offers with service charges as zero value will be treated unresponsive.
- x) Electrician/Pump operator and Plumber Workers will be treated under skilled category as per the Gazette of India No 173 dated 19.01.2017.
- xi) Bidder should give weekly off on rotation basis as per notification no. SRO776 dt. 14.10.1950 and on that particular day the number of person deployed be less accordingly.
- xii) Contractor must ensure the Electrician/Pump operator and, plumber deployed are qualified for their respective job.

SECTION - IV
(C) BANK GUARANTEE FORM FOR BID SECURITY

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

- (i) If the bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this Bid.
- (ii) If the Bidder having been notified of the acceptance of his Bid by the Sports Authority of India 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 Sports Authority of India up to the above amount upon receipt of its first written demand, without the Sports Authority of India having to substantiate its demand, provided that in its demand the Sports Authority of India 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 ____ days i.e. for ____ days (____ 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 authorized officer of the Bank) Name and designation of the officer

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

SECTION IV

(D) Letter of Authorization for attending Bid Opening Meeting

Tender No. _____

Subject: Authorization for attending bid opening on _____ (date) in the tender of _____

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____ (bidder) in order of preference given below:

Order of Preference	Name	Specimen
Signature		

1.

2.

Alternate Representative

Signatures of bidder

Or

Officer authorized to sign the bid documents on behalf of the bidder.

Note:-

1. Maximum of two representatives will be permitted to attend bid opening. In case where it is restricted to one, first preference will be allowed. Alternate representatives will be permitted when regular representative are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.

SECTION IV
(E) NEFT MANDATE FORM

From : M/S _____

Date : _____

To,
Executive Director
Sports Authority of India,
Sarojini Nagar, Kanpur Road,
Lucknow

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 MANDATE 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	
Supplier's name as per Account	
Telephone no. of Supplier	
Supplier's E-mail ID	

[Signature with date, name and designation]

For and on behalf of Messrs _____

[Name & address of the manufactures]

Confirmed by Bank:

Enclose a copy of Crossed Cheque

SECTION-V

SCOPE OF WORK

1. The person deployed by the successful bidder at Generator Set at Sub-Station should be experienced and qualified to handle/operate and maintain the Generator set. The person so deployed by the Contractor at Generator Set will also be responsible to maintain a LOG BOOK for fuel consumption. The Authorized Officer may periodically check the Log Book so maintained.
2. Water supply and Plumbing works.
3. Manpower Attendance register is to be maintained
4. Uniform, identify cards, name Plates and identity cards have to be prepared to each and every staff by the contractor. Bio data of each staff should be maintained and whenever asked have to be shown immediately.
5. No T & P will be issued by the SAI. The successful bidder has to arrange all necessary tools/plants, equipments, gadgets etc. and other small items, consumable like Soot Gola, washer, tapes etc. at his cost for carrying out repairs/maintenance. SAI will provide material to be replaced against scrap/broken items. The successful bidder will return the scrap/broken items to Incharge Maintenance/Store.
6. The successful bidder will keep Complaint Book each at Boys Hostel, Girls Hostel, Camp Building, Administrative Building and or at any place (s) as specified by the SAI and will be Checked/Verified by the respective wardens/Incharge every month.
7. Necessary material viz plumbing pipes and fitting, spindle, CP fitting, I/PVC drainage pipes with fitting of approved quality require for day to day maintenance/repair/replacement will be arranged by contractor on permission of Incharge Maintenance will be reimbursed, on actual basis.
8. It shall be responsibility of the contractor to execute the work of maintenance and repair including replacement of sanitary and plumbing fitting at all levels and highest of the building for which necessary Jhoola, safety belt, scaffolding, helmets, etc. will be arranged by the contractors at their cost.
9. SAI Lucknow has 3 hostels for which water heating geysers and blowers are placed. The electrician must know repair works of these items. However, the items required can be purchased by the contractor on permission of Incharge Maintenance and will be reimbursed on actual basis.

MANPOWER Requirement

S. No.	Category	Number of the workers	Remarks, if any
1.	Electrician/Pump Operator	1 X 03 Shift per day	(skilled category)
2.	Plumber	01 Daily	-do-

(Name of signature of tender)

With stamp of the firm

SECTION-VI

GENERAL CONDITION OF CONTRACT

1. The contract will be initially for a period of one year. However, in normal circumstances the Agreement is terminable by giving two month's notice in writing by either party to the agreement.
2. The working hours for the electrician will be in shift of 8 hours. Duty of the plumber will be from 9.00 AM to 5.30 pm with half an hour lunch break or as decided by the Incharge Maintenance. They may also be called on Sundays as and when required and payment to be made on pro rata basis.
3. The workers deployed shall be healthy active and not below the age of 18 years and not more than 60 years of age. Nobody shall have any communicable diseases.
4. The workers deployed shall be smartly dressed in proper uniforms and always with identity card. The agency shall provide fully trained and disciplined personnel.
5. The contract shall bear all expenses regarding uniforms preparation of their Identity Card, compensations, wages and allowance (DA, PF, ESI, Bonus and Gratuity as applicable relating to personnel engaged by him and abide by the provisions of various labour legislations including weekly off and working hours.
6. The contractor shall pay wages to his workers on or before the 7th of every succeeding month, irrespective of delay in payment of Bill by the SAI for whatever reason.
7. Wages payable shall not be less than the Minimum wages as per Central Government Rules.
8. The contractor shall also quote his rate of profit (Service charges) in addition to the wages to be paid to his workers.
9. The personnel provided shall be the employees of the contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, and Workmen's compensation Act. Charges on account of PF & ESI will be reimbursed by SAI against paid challans and ensuring that the amount in question has actually been paid to respective PF & ESI Office. The list of staff going to be deployed shall be made available to the Department and if any change is required on part of the Department fresh list of staff shall be made available by the agency after each and every change.

The rates mentioned by the contractor includes all extant statutory liabilities including, "E.S.I., P.F."
10. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within 7 days of close of every month. Giving particulars of the employees engaged for the Department works, is required to be submitted to the Department. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time Department is entitled to recover the equal amount from any money due or accrue to the Contractor under this agreement or any other contract with RPFC, with an advice to RPFC, duly furnishing particulars of personnel engaged for the Department.
11. Contractor shall submit workers EPF number and proof of payment of EPF, ESI etc. as applicable every month for the previous month along with the monthly bill with respect in all employees deployed by him at SAI so as to enable SAI to reimburse the amount so paid to the EPF/ESI authorities. The manpower agency shall specifically ensure compliance of various Labour Laws/Acts.
12. The workers will be screened by the contractor after police verification regarding their antecedent, character and conduct; a copy of the reports shall also be submitted to SAI.

13. Replacement of workers as required by the SAI will be effected promptly by the Contractor; if the contractor wishes to replace any of the personnel, the same shall be done after prior consultation with the SAI. The full particulars of the personnel to be deployed by the contractor including the names and address shall be furnished to the SAI along with testimonials before they are actually deployed for the job.
14. In case of any loss that might be caused to the SAI due to lapse on the part of the personnel deployed by the manpower agency discharging their responsibilities, such loss shall be compensated by the contracting agency and in this connection, the SAI shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to the SAI besides imposition of penalty. In case of any deficiencies/lapses on the part of the personnel deployed by the contractor, the SAI shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
15. In case of a death or mishap occurred during discharging the duty the compensation liability will solely rest with the contractor.
16. That Contractor's authorized representative (owner/ Director/Partner/Manager) shall personally contact Head of the Centre/ In-charge Maintenance at least once a month to get a feedback on the services rendered by the contractor viz-a-viz corrective action required to make the services more efficient.
17. In the event of workers deployed by contractor being on leave/absent, the contractor shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the contractor shall make provision for leave reserve; Failure on this account shall attract penalty double the wages payable to the contractor for such absent.
18. The successful bidder would have to deposit an amount of 10% of the annual bid amount round of next hundred rupees towards Performance Guarantee through Demand Draft/ Pay Order/FDR/Bank Guarantee from a commercial bank in favour of Regional Director, Sports Authority of India, NSRC Lucknow which would remain valid during the contract period and no interest shall be payable on the said amount. The said amount shall be refunded after two months from the date of completion of the work. The Bank Guarantee if furnished for this amount shall be valid up to sixty days from the date of completion of work.
19. The contractor shall arrange to maintain the daily shift-wise attendance record of the contract workers deployed by him showing their arrival and departure time. This attendance record will be submitted every month to SAI along with the monthly bill. The attendance record shall be produced for verification on demand by the SAI at any other point of time.
20. If at any point of time, it comes to the notice the SAI that the contract workers deployed are different from the list provided (with attested photographs) SAI will be well within its right to impose penalty not exceeding five times the wages payable to the contractor for each such personnel identified.
21. The contractor workers deployed by the contractor shall have the required experience. In case of non-compliance/non-performance of the services according of the terms of the contract, SAI shall be at liberty to make suitable deduction (ranging from 2% to 10%) from the bill without prejudice to its right under other provisions of the contract.
22. The contractor shall be solely liable for all payment/dues of the workers employed and deployed by him with reliable evidence provided to the SAI. In the event, SAI makes any payment or incurs any liability; the contractor shall indemnify the SAI completely.
23. Income tax TDS as per rule shall be deducted from the bill of the contractor as per applicable laws.

24. As and when the SAI requires additional contract workers on temporary or emergency basis, the contractor will depute such personnel in accordance with pro-rata rates. For the same, a notice of two days will be given by the SAI.
25. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
26. In case The SAI suspects or finds any works is entrusted to any sub-contractor on piecemeal basis or on regular terms, the SAI reserve the right to terminate the contract without assigning any reasons.
27. The contractor will be held wholly responsible for any action taken by statutory bodies for violation/non-fulfillment of any such provision/rule.
28. The Contractor should maintain all the records and documents under various labour laws applicable to contract labours/personnel and also Shops & establishment Act/Rules applicable to his/her establishment and make them available at the SAI at all times. Indicative list of such records is given for example (a) register of workmen (b) Employment card (to be issued to workers) , (c) Muster Roll (d) Register for wages (e) wages slip (f) OT registers etc.
29. The wages shall be paid to workmen without any deduction except those under the payment of wages Act and Minimum wages as per Central Government Rules Act.
30. The contractor should ensure that his workmen are granted Holidays/Leave with wages as per applicable Act/Rules.
31. The SAI reserves its rights to withhold bills, if the contractor fails to produce proof for having remitted the ESI/PF dues.
32. The contractor must get police verification of all his personnel employed at SAI and submit the report to this office along with voter IDs and other valid proof of residence.
33. If any of the workers of the contractor indulges in theft or any illegal/irregular activities, misconduct, the contractor will take appropriate action as per law and rules against its erring workers in consultation with this office and intimate the action taken to this office. If need be, an FIR should be lodged against the erring workers. Such workers, who indulge in such type of activities would not further employed in this office by the contractor in any case.
34. The contractor shall execute the assigned work as per the schedule and if the same have not been executed up to the expected level, warning notice shall be issued in this regard. If the situation continues still, penalty will be imposed as per scale tabulated below:

Note:

In case the agency fails to provide any of equipment tools shackles & consumable continuously for a period of 15 (fifteen) days department has the right to purchase the non-available equipment/tools tackles or consumables on the market rates and deduct the cost of the same from the contractors bill in addition to the imposition of applicable penalties.
35. Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause which is beneficial to the SAI will be considered applicable at the time of any dispute/following any statutory rules.
36. Offers with service charges as zero value will be treated as unresponsive.
37. Disclaimer: The near relatives of employees of the Department are prohibited from participation in this tender. The near relatives for this purpose are defined as:
 - a) Members of a Hindu Undivided Family.
 - b) Their Spouse.

- c) The one is related to the other in the manner as father, mother, son (s) son's (wife (daughter-in-law), daughter (s) & daughter's husband (son-in-law), brother (s) & brother's wife, sister (s) and sister's husband (brother-in-law).
38. If dispute or difference of any kind shall arise between the Department and the Contractor in connection with or relating to the Contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
39. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the Department or the contractor 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 SAI/ Department and contractor 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 Sports Authority of India. The award of the arbitrator will be final and binding on the parties to the Contract.
40. Venue of Arbitration: The venue of arbitration shall be the place from where the Contract has been issued.
41. The Court of Lucknow will have the exclusive jurisdiction to try the disputes.
42. The Contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.
43. The contract can be extended for 3 months, or for further period of three month if needed subject satisfactory performance and willingness of the successful bidders with same term and conditions.

(Name of signature of tender)

With stamp of the firm

SECTION-VII

Form of Contract Agreement

For providing civil & Electrical work Service

Between

Sports Authority of India
Sarojini Nagar, Kanpur Road
Lucknow

AND

(name of agency)

Dated:

(A) CONTRACT AGREEMENT FORM

This agreement is made this day _____ day of ____ 2018 by and Between the __, Sports Authority of India acting through <<Insert Name and Designation>>, Sports Authority of India, a Society registered under Societies Registration Act, 1860 having its office at Jawahar Lal Nehru Stadium Complex, Gate No. 10 (East Gate), next to MTNL Building, Lodhi Road, New Delhi-110003 (herein after referred to as "SAI" which expression shall unless repugnant to the context or meaning thereof, includes its successor-office and assigns) of the ONE PART:

AND

(Name of Company) having its registered office at (Address of the Company represented through << Insert Name and Designation>> who is duly authorized to execute this agreement) hereinafter referred to as 'Supplier' which expression shall unless repugnant to the context or meaning thereof, includes its successor-office and assigns) of the SECOND PART:

WHEREAS the firm shall and will executive the work details of which are given in clause I of Section I to this office.

Bid reference No. dated at the rate quoted by the firm vide their proposal _____ dated _____ and as per all the terms and conditions given in Invitation for Bid (IFB) dated _____ and the Bid Document for providing security services which shall become prt and parcel of this agreement.

That the bidder would raise demand and the payment shall be done in accordance with the relevant clause of the contract.

The Performance Security would be en-cashed by "SAI" in case the firm fails to deliver services to the extent as stipulated in the contract and/or breaches of any of the terms and conditions of this contract.

Signatory of Behalf of Sportss Authority of India.

(Signature, name and address of the Sports Authority of India's authorized official)

For and on behalf of Director General, Sports Authority of India

SECTION – VII(B)

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

Executive Director
Sports Authority of India
Netaji Subhas Regional Centre,
Sarojini Nagar, Kanpur Road,
Lucknow, (U.P.)
Pin-226008.

[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, Netaji Subhas Regional Centre, Sarojini Nagar,
Kanpur Road, Lucknow, (U.P.) Pin-226008.

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number]

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

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

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

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

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

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