

SPORTS AUTHORITY OF INDIA
SAG Water Sports Centre
Punnamada, Alleppey-688006
KERALA

Telephone : 04772231855
Website : www.lncpe.gov.in
Bid Reference No : 03/2016

Bidding Document

For

PROVIDING SECURITY SERVICES

PART-1 BIDDING PROCEDURE

Section I	– Invitation for Bid (IFB)	04
Section II	– Instructions to Bidders (ITB)	06
Section III	– (A) Qualification Criteria	15
	– (B) Performance Statement	16
	– (C) Selection Criteria	17
Section IV	– Bidding Forms:	18
	– (A) Bid Submission Form	18
	– (B) Price Schedules	20
	– (C) Bank Guarantee Form for Bid Security	22
	– (D) Firm’s Authorisation Form	23
	- (E) National Electronic Fund Transfer (NEFT) Form	24

PART-2 –WORK REQUIREMENTS

Section V	– Scope of Work	25
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PART-3 –CONTRACT

Section VI	– General Conditions of Contract (GCC)	28
Section VII	– Contract Forms	34
	(A) Contract Agreement	35
	(B) Bank Guarantee Form for Performance Security	36

PART-1

BIDDING PROCEDURE

SECTION – I

Telephone : 04772231855
 Website : www.lncpe.gov.in
 Bid Reference No : 03/2016

INVITATION FOR BIDS (IFB)

1. Sports Authority of India, for and on behalf of the Centre in Charge, SAI SAG Water Sports Centre, Alleppey invites Tender on two bid system for following supply of Security Persons

Brief Description of Supply of services	Amount of Bid Security in Rs [EMD]	Bidding Document Cost. (Rs.)
Security – Male -3 Nos	Rs.5,000/-	Rs. 500/-
Security – Female -2 Nos		
Payment: The Tender Fee and Earnest Money can be deposited as demand draft drawn in favour of the CENTRE INCHARGE SAI SAG Water Sports Centre, Alleppey payable at Alleppey along with Bid Submission. Date & Time as mentioned in Critical Date Sheet.		

CRITICAL DATE SHEET

Uploading/Publication of Tender Documents	27.12.2016 3.00 PM
Cut of Date of Seeking Clarification	10.01.2017 3.00 PM
Pre bid meeting	12.01.2017 3.00 PM
Last Date & Time of Submission of Bids	16.01.2017, 2.00 PM
Opening Date & Time of Technical Bids	17.01.2017, 11.00 AM
Opening Date & Time of Financial Bids	17.01.2017, 2.00 PM

2. Bidder may also download the Bidding Documents from the web site www.lncpe.gov.in or www.sportsauthorityofindia.nic.in and submit before the critical dates mentioned along with the cost of form.
3. Tenderers/Bidders are advised to follow the instructions provided in the 'Instructions to the Bidder/Tenderer'
4. Tenderer who has downloaded the tender form from the LNCPE web site www.lncpe.gov.in and SAI website www.sportsauthorityofindia.nic.in shall not tamper/modify the tender form in any manner. In case if the same is found to be tampered/ 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.
5. Intending tenderers are advised to visit again LNCPE web site www.lncpe.gov.in and SAI website www.sportsauthorityofindia.nic.in at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

Centre in Charge

SAI SAG WSC Alleppey

SECTION – I
INSTRUCTIONS TO BIDDERS (ITB)
CONTENTS

Sl. No.	Topic	Page No.
A	PREAMBLE	
1	Introduction	7
2	Language of Bid	7
B	BIDDING DOCUMENTS	7
3	Contents of Bidding Documents	7
4	Amendments to Bidding Documents	8
5	Clarification of Bidding Documents	8
C	PREPARATION OF BIDS	8
7	Bid Prices	10
8	Firm Price	10
9	Bid Security	10
10	Bid Validity	11
11	Signing of Bid	12
D	SUBMISSION OF BIDS	12
12	Instruction for submission of bid	12
E	BID OPENING	12
13	Opening of Bids	12
F	SCRUTINY AND EVALUATION OF BIDS	13
14	Scrutiny of Bids	13
15	Qualification Criteria	13
16	Comparison of Bids and Award Criteria	13
G	AWARD OF CONTRACT	13
17	SAI's right to accept any bid and to reject any or all bids	13
18	Notification of Award	13
19	Issue of Contract	14
20	Non-receipt of Performance Security and Contract by the Purchaser	14
21	Corrupt or Fraudulent Practices 251	14

SECTION – II

INSTRUCTIONS TO BIDDERS (ITB)

A. PREAMBLE

1. Introduction

1.1 This Bidding Document is for SECURITY services as mentioned in Section – V – “SCOPE OF WORK.”

1.2 This section (Section II - “Instruction to Bidders”) provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids. It also includes the mode and procedure to be adopted by the 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 DOCUMENTS

3. Content of Bidding Documents

The Bidding Documents include:

- Section II – Instructions 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 Forms

4. Amendments to 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 and LNCPE Website

4.3 Prospective Bidders are advised in their own interest to visit above mentioned website for any amendment etc. before submitting their respective 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 Centre In-charge, SAI SAG WSC Alleppey 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 Bidder shall comprise the following.

A) Technical Bid:

The Bidder shall submit the copy of following documents along with the submission of bid documents-

- i) Bid Security & Tender cost, Bid Security furnished in accordance with ITB clause 9 and Bid document cost furnished in the form of Demand Draft in favour Centre Incharge SAI SAG WSC Alleppey payable at Alleppey.
- ii) Bid Submission Form as per section IV (A) and letter of authorization in favour of signatory of Bidding Documents.
- iii) Three years’ experience in the field of Security Services.
- iv) PF Registration with PF Code Number;
- v)ESI Registration;
- vi) Valid licence issued by Regional Labour Commissioner, under Contract Labour Act or any other Act/Rule.
- 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 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. "Similar work" means _____.

viii) Certificate of Chartered Accountant showing annual turnover for the last three financial years (_____). Copies of Balance Sheet, Profit and Loss Account statement etc., need not be enclosed.

ix) Registration with Service Tax;

x) TIN number, if applicable & 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 at Alleppey.

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 IV (E) for payment in Indian Rupee, if applicable.

xv) Documents mentioned in Qualification Criteria as per Section III (A).

xvi) Registration certificate issued under Contract Labour (Regulation & Abolition) Act, 1970.

xvii) Licence obtained from respective State Controlling Authority under PSAR Act 2005.

xviii) Power of Attorney in favour of signatory of Bidding Documents by authorised person(s).

(xix) Valid subsisting license/Authorized Agent certificate.

(xx) Successful bidder should also submit all the above documents in original without fail within seven days of dispatch of notification otherwise SAI/Purchaser may cancel the bid and the Bid security would stand forfeited.

(xxi) Bidder shall execute necessary instruments and documents required by SAI/Purchaser in relation to the Bidding Documents and shall adhere to all notifications/amendments as may be issued by Purchaser 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 scanned 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.

B) Price Bid:

6.2 Price Schedule as per Form I 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 properly indexed.

6.5 The authorized signatory of the Bidder must sign the Bid and duly stamp the same with seal of the Company/Organization at appropriate places and initial all the remaining pages of the Bid.

6.6 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.

6.7 All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/RTGS System. Bidders are required to fill and attach the NEFT Mandate Form attached as per Section-IV (E) along with their offers, if not already executed in SAI. Notification of Award will not be issued without NEFT Mandate Form.

7. Bid Prices

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 SECTION 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.

8.2 Sales-tax/VAT(except service tax), purchase tax, turnover tax or any other tax applicable in respect of this contract shall be payable by the bidder and SAI will not entertain any claim whatsoever in respect of the same.

9. Bid Security

9.1 The Bidder shall furnish Bid Security, for an amount as shown in the IFB in Section I. 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. and other documents ensuring that such certification is still valid and subsisting.

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 "Centre In-charge SAI SAG Water Sports Centre Alleppey ", payable at "Alleppey,". In case of Bank Guarantee, the same is to be provided from any nationalised/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 (45) days beyond the validity period of the Bid.

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 45 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.

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 6.

11.2 Bid shall be typed and the same shall be signed by the bidder or by a person(s) who has been duly authorized to bind the bidder to the contract.

11.3 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.

11.4 Bidding Document 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. The bidder should submit their bid strictly in accordance with the instructions given under Section II.

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 the 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.

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 No. 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 despatch of

this notification, failing which the bid security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided under GCC Clause 20 under Section VI.

18.2 The Notification of Award shall constitute the conclusion of the Contract.

19 Issue of Contract

19.1 Promptly after Notification of award, SAI will send the Contract Agreement as per Section VII (A), duly completed and signed, in duplicate, to the successful Bidder by registered / speed post.

19.2 The successful Bidder shall return the original copy of the contract, duly signed and sealed with date, to SAI by registered/speed post 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 19 above shall make the Bidder liable for forfeiture of its bid security and also, for further actions by SAI against it as per the relevant clause of GCC – Termination of default in Section-VII and other administrative actions as deemed fit by the SAI.

21. Corrupt or Fraudulent Practices

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

(a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged or is 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 SAI if it at any time determines that the firm is or has been 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 to not to conclude Contract and in case Contract has been issued, terminate the same, if found to be obtained by any misrepresentation, fraud, 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, fraud, concealment & suppression of material facts shall be initiated.

SECTION – III

(A) QUALIFICATION CRITERIA

Bid Reference No. : 03/2016
 Date of opening : 17/01/2017

01.

SLNO.	Qualification Criteria
1.	The bidder shall have at least three years experience in security services 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 3 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 schools/colleges/offices/education institution/sports hostels. Any other establishments like hospitals, Companies, factories etc. other similar organizations.
3.	Average annual financial turn-over should be at least 100% of the estimated cost during the immediate last three consecutive financial years

02. In support of above, the Bidder shall furnish copy of the required documents, Performance Statement has to be as per proforma in Section-III ‘B’,.

03. 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. : 03/2016

Date of opening : 17.01.2016

Name and address of the Bidder : _____

Name and address of the : _____

Department where worked _____

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

Signature and seal of the 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 is 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 given in Section III (Qualification Criteria & Performance Statement) read with Para 6 of Section II (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 L1 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 BIDDING FORMS

(A) BID SUBMISSION FORM

Date_____

To

The Centre-Incharge
Sports Authority of India
SAI SAG Water Sports Centre
Alleppey

Ref.: Your Bidding Document No. SAI/ALPY/Tender/16/2016-17/1 dated/....../2016

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

We further confirm that, if our Bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 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 Security 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 (ies) 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]

Duly authorised to sign Bid for and on behalf of

SECTION-IV

(B) PRICE SCHEDULE

SCHEDULE OF RATES (PRICE BID)

(To be enclosed with price bid in a separate cover marked “Envelope 2”)

S.No	Description of Manpower	Rates/ Wages per month per person in Rs.	PF	ESI	Service Tax, if any	Sum of (3 +4+5 + 6)	Quantity of Worker	Total (Rs)	Contractor Service Charges	Any Other Charges	Grand Total
1	2	3	4	5	6	7	8	9	10	11	12
1	Security – Male :12 Hrs.										
2	Security – Male :8 Hrs.										
3	Security – Female : 8 Hrs.										
4	Security – Female : 8 Hrs.										

NOTE:

(i) The offer with rates below minimum wages notified by Central Government will be rejected. (Copy of Central Government orders be enclosed)

(ii) Rates for PF & ESI as applicable shall be quoted.

(iii) Rates quoted will include all statutory obligations of the bidder under Minimum wages Act, Contract Labour (R& A) Act, weekly-off replacement charges, cost of uniform of personnel to be provided, all kinds of taxes, etc.

(iv) Rates quoted will be for per shift of eight hours/twelve hours per person per day.

(v) If minimum wages is revised by the Government, the incremental wages, if applicable will be paid.

(vi) 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.

(vii) All levies/taxes/duty etc other than Service Tax shall be assumed to be mandatorily included in the service charges.

(viii) Service tax, if applicable, & EPF shall be reimbursed on production of proof of payment to Government, after exercising all due checks.

- (ix) 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. No blanks should be left which would make the bid liable for rejection.
- (x) Offers with service charges as zero value will be treated unresponsive.
- (xi) The security guard will be considered under un- skilled category.
- (xii) The Security Supervisor will be considered under semi skilled category.
- (xiii) The gunman will be considered under skilled category.
- (xiv) The minimum wages as notified by the Central Government will be paid to the Successful bidder.
- (xv) It is the responsibility of the agency to provide 2 Female and 3 Male Securities daily.

(Signature of bidder or his authorized signatory with seal)

Telephone No.....

Fax No.

E-mail.

Website:.....

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. _____ Know 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 the Common Seal of the said Bank this _____ day of _____ 20____. The conditions of this obligation are:

- 1) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this Bid.
- 2) If the Bidder having been notified of the acceptance of his Bid by the 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 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) Letter of Authorisation for attending bid

Opening Meeting

Tender No.-----

Subject : Authorisation for attending bid opening on ----- (date) in the tender of -----

Following persons are hereby authorised 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 authorised 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 authorisation as prescribed above is not recovered.

SECTION – IV
(E) NEFT MANDATE FORM

From: M/s. _____ Date: _____

To

The Centre Incharge

Sports Authority of India, SAG Training Centre, Water Sports Centre, Alleppey , Kerala

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	
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 manufacturers]

Confirmed by Bank:

Enclose a copy of Crossed Cheque

SECTION –V

SCOPE OF WORK

(This is an Illustration only- detailed scope of work as per site requirement to be given by the respective centre)

The contractor shall have to provide the security services in the

(Name of department) for the period of.....years

The contractor shall ensure protection of the personnel & property of the Department, prevent trespass in the assigned area with/without arms, perform watch and ward functions including night patrol on the various points and to prevent the entry of stray dogs and cattle and anti-social elements, unauthorized persons and vehicle into the campus of the Department building.

DUTIES AND RESPONSIBILITY OF SECURITY STAFF:

1. The Security Supervisor will be responsible for overall security arrangement of the concerned Department covered in the contract.
2. Security Supervisor will ensure that all the instructions of the administration are strictly followed and there is no lapse of any kind.
3. No outsiders are allowed to enter in the building without proper Gate Pass issued by the Authorized Officer of the concerned Department.
4. No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the employer for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
5. The officers and staff of the Department will keep the Identity cards with them got checking and allowing entry by the security personnel.
6. Deployment of Guards/Gunmen/Security Supervisors will be as per the

instructions of the authorities of the Department and the same will be monitored personally by the concerned authorities from time to time and will be responsible for its optimum utilization.

7. Security personnel deployed in the premises on holidays and Sundays will be assessed as per actual requirement and the number of personnel will be suitably reduced.
8. The Security Supervisor/Guard will also take round of all the important and sensitive points of the premises as specified by the Department.
9. Security personnel shall also ensure door keeping duties.
10. The Guards on duty will also take care of vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises of the Department and also all the other movable/immovable assets.
11. Entry of the street-dogs and stray cattle's into the premises is to be prevented. It should be at once driven out.
12. The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises.
13. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle's.
14. The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire fighting material available on the spot. They will also help the fire fighting staff in extinguishing the fire or in any other natural calamities.
15. In emergent situations, security staff/supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of the Department. Guards/Supervisors should be sensitized for their role in such situations.
16. The Security Supervisor/Guards are required to display mature behaviour, especially towards all the trainees, female staff and female visitors.
17. The Security Guard on duty shall not leave the premises until his reliever reports for duty.

18. Any other provisions as advised by the Department may be incorporated in the agreement. The same shall also be binding on the contractor.

Scope of work to be given in detail having in mind general or specific requirement of the centre concerned

BASED ON SCOPE OF WORK & AREA TO BE GOT MAINTAINED, REQUIREMENT OF MANPOWER HAS TO BE GIVEN AS UNDER:-

S.N.	Category	Number of the workers	Remarks, if any.
1	Security - Male	03	
2	Security - Female	02	

NOTE

Based on the area/frequency of work to be got done, requirement of manpower is necessarily required to be mentioned in the tender documents and notified accordingly so as to enable the bidders to bid accordingly.

Date

(Name & signature of tenderer)

With stamp of the firm

SECTION-VI

GENERAL CONDITIONS OF CONTRACT

1. The security personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc. ***Charges on account of PF & ESI will be reimbursed by SAI against paid challans & 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.", Bonus, Uniform etc.
2. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages as Per Central Government Rule and (Contract Labour (Regulation & Abolition Act 1970), EPF etc. with regard to the Security personnel engaged by him for works. It will be the responsibility of the contractor to provide details of manpower deployed by him, in the Department and to the Labour department.
3. As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFCA 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 RPFCA, with an advice to RPFCA, duly furnishing particulars of personnel engaged for the Department.
4. The antecedents of security staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard to be submitted to the department and department shall ensure that the contractor complies with the provisions.
5. The Contractor will maintain a register on which day to day deployment of personnel will be entered. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor has to give an undertaking (on the format), regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards. The payment to the personnel shall be made through their respective bank accounts.
6. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
7. Adequate supervision will be provided to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor deployed, the supervisory staff will move in their areas of responsibility.
8. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the Department.
9. Offers with service charges as zero value will be treated as unresponsive.

10. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse of the areas of responsibility given to them by the Department and shall not knowingly lend to any person or company any of the effects of the Department under its control.
11. The security staff shall not accept any gratitude or reward in any shape.
12. Under the terms of their employment agreement with the Contractor the Security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor.
13. That in the event of any loss occasioned to the Department, as a result of any lapse on the part of the contractor which will be established after an enquiry conducted by the Department, the said loss can claim from the contractor up to the value of the loss. The decision of the Head of the Department will be final and binding on the agency.
14. The contractor shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the Department may issue from time to time and which have been mutually agreed upon between the two parties.
15. The Department shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and it reserves the right, in its sole discretion, to effectively ask the contractor to replace any or all the Personnel/s on any ground, whatsoever. The Contractor also agrees to provide any additional Personnel/s (at the same prevailing rates) or reduce the existing strength of Security Personnel as and when the Department desires the contractor to do so. The Department will decide the strength and duties of Personnel/s according to its needs from time to time in its sole discretion.
16. The contractor shall be responsible to maintain all property and equipment of the Department entrusted to it.
17. The contractor will not be held responsible for the damages/sabotage caused to the property of the Department due to any event of force majeure.
18. The contractor will deploy supervisors as per the need given by the Department. The supervisor shall be required to work as per the instructions of Department.
19. The personnel engaged by the contractor shall be dressed in neat and clean uniform (including proper name badges), failing which invites a penalty under contract provisions and habitual offenders in this regard shall be removed from the Department. The penalty on this account shall be deducted from the Contractor's bills.
20. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff/inmates and should project an image of utmost discipline. The Department shall have right to have any person moved in case of staff/inmates complains or as decided by representative of the Department if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange the suitable replacement in all such cases.
21. The 12 hours shift generally will be from 6 pm to 6 am (Foe Security Guards9).But the timings of the shift are changeable and shall be fixed by the Department from time to time depending upon the requirements. Prolong duty hours (more than 8 hrs. at a stretch) shall not be allowed.
22. The personnel will have to report to the office at least 15 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by the Department.

23. The payment will be made at the end of every month within 10 days after submission of the bill, based on the actual shift manned/operated by the personnel supplied by the contractor and based on the documentary proof jointly signed by the representative of the Department and the contractor/his representative/personnel authorized by him. No other claim on whatever account shall be entertained by the Department.

24. (a) In case any of contractor's personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of guards/supervisors absent on that particular day shall be levied by the Department and the same shall be deducted from the contractor's bills.

(b) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point 24(a) shall be levied.

(c) In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel, a penalty of _____ for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be removed from the Department system immediately.

25. In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, Department reserves the right to impose the penalty as detailed below:-

i) 1% of cost of order/agreement per day subject to 10% for ten days delays;

ii) After ten days delay the Department reserves the right to cancel/terminate the contract besides other rights and remedies as may be available to the Department. The contractor shall be black listed from participating in such type of tender and his Performance Security may also be forfeited/invoked, if so warranted.

26. The contractor shall ensure that its personnel shall not at any time, without the consent of the Department in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the Department and shall not disclose to any information about the affairs of Department. This clause does not apply to the information, which becomes public knowledge.

27. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.

28. If the contractor is a partnership of two or more persons, all such persons shall be jointly and severally liable to the Department for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The partnership shall not be altered without the approval of the Department.

29. The contract period is for 11 months from the date of the commencement (as mentioned in Notice to Proceed).

30. During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the Department shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.

31. The Department is not liable to pay or incur any other sum or expenses of the contractor or its Personnel/s.

32. The contractor shall duly and timely make the payments to the workers and shall provide a proper report to the Department ensuring and evidencing that all the Personnel/s working at the premise of the Department have been made payment as due to them.

33. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim thereof is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Department may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable/deductible by the Department from the contractor.
34. If any money shall , as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Department, such money shall be deemed to be payable by the contractor to the Department within seven days. The Department shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
35. The contractor shall not engage any such sub contractor or transfer the contract to any other person in any manner.
36. The contracting agency shall not employ any person below the age of 18 years and above the age of 60 years. Manpower so engaged shall be trained for providing security services and fire fighting services before joining.
37. The contractor shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Department will be at liberty to get anybody reexamined in case of any suspicion. Only physically fit personnel shall be deployed for duty.
38. Security staff engaged by the contractor shall not take part in any staff union and association activities.
39. The contractor shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, lathis/ballams and other implements to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.
40. The Department shall not be responsible for providing residential accommodation to any of the employee of the contractor.
41. The Department shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Department does not recognize any employee employer relationship with any of the workers of the contractor.
42. If as a result of post payment audit any overpayment is detected in respect of any work done by the contractor or alleged to have done by the agency under the tender, it shall be recovered by the Department from the contractor.
43. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over when ever required by the Department etc.
44. Contractor is required to deposit an amount of Rs. _____(not less than 10% of the cost) towards Performance security deposit at the time of award of contract within stipulated time if his / her offer is accepted. In case of premature termination of the contract by either side, the Performance security deposit will be forfeited. The security deposit can be in the form of Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Schedule Bank in India or Bank Guarantee issue by Scheduled bank in India in prescribed from in Section of this document in favour of SAI. The Performance Security should remain valid for sixty days beyond expiry date of the contract.

45. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same.

46. 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).

The contractor hereby represents and declares to the Company that : -

- (a) It has, in its own employment, the desired number of Personnel/s of appropriate health and fitness standards, bonafides, integrity, good character, where appropriate payments and wages etc., including various lawful facilitations and benefits etc. are directly being paid to them by the contractor and the contractor shall continue to observe the same during subsistence of this contract.
- (b) It has obtained / procured / complied with all applicable permissions, insurance of the Personnel/s, licenses, clearances and/or no objections etc., if any, as required for providing desired Services to the Department.
- (c) It will depute the desired and specified Personnel/s only after their comprehensive verifications, due formalities and the approval thereof by the Department. The wearing of identity cards and uniform shall be mandatory for all Personnel's at all times during their working hours, which shall be provided by the contractor at no extra cost to the Department.
- (d) It will comply with and fully observe all applicable rules, regulations, norms as well as directions issued by the Department from time to time for its due performance and obligations.
- (e) It will ensure that its Personnel/s duly and spiritedly adhere to the due discipline and dress codes, timings and directions etc., as prescribed by the Department, from time to time.
- (f) It will ensure all and timely compliance of payments, facilitations and benefits etc. to its Personnel/s and Statutory Authorities etc., as applicable, such as salary, wages, perks, allowance, E.S.I., P.F., insurance premium etc. This agreement shall in no manner create/confer any employer-employee relationship between the Department and the Personnel/s provided by the contractor. The contractor hereby undertakes to ensure that all its Personnel/s placed in the Department's premises must perform their duties dedicatedly, diligently and efficiently in order to ensure proper safety and Security of the staff, guests, premises, materials, assets etc. and that the contractor shall keep the Department indemnified including without limitation from any omission and/or commission on its part or on part of its Personnel/s causing/threatening to cause any loss, damage, annoyance, inconvenience etc., including any cost of defense etc. The Department reserves the right to terminate this contract by giving 01 (One) month notice in writing to the Contractor. Howsoever, notwithstanding anything contained in this agreement the Department reserves the right to terminate this contract midway at any time by giving an immediate notice if the Services are found to be below mark or due to any any other reasons whatsoever.

47. 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.

48. 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 the _____ the Department (Sports Authority of India). The award of the arbitrator will be final and binding on the parties to the Contract.

49. Venue of Arbitration: The venue of arbitration shall be the place from where the Contract has been issued.

50. The Court of Alleppey will have the exclusive jurisdiction to try the disputes.

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

Penalties:

The penalties to be imposed on violation of terms and conditions of agreement as mentioned in the above terms & conditions are listed at one place as under:-

S.No.	Description of irregularities	Penalty
1	If a person not reported in time	Rs. 500/-
2	If any loss, damage etc. due to the inattention/negligence	Actual amount + 5%
3	Non submission of the copies of Govt. Tax Receipts in time	Rs. 500/-
4	Misconduct / Misbehavior	Rs. 500/-
5	Unauthorized absence	Double the Wage

Note:

These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between SAI/Department and the contractor and any non-compliance shall be deemed as breach of the Contract/Agreement.

SECTION–VII

Form of Contract Agreement

For Providing Security Services

Between

Sports Authority of India (SAI)

And

[Name of Agency]

Dated

(A) CONTRACT AGREEMENT FORM

This agreement is made this day.....day of 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 JawaharLal 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 authorised 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.....datedat the rate quoted by the firm vide their proposaldated..... 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 part and parcel of this agreement.

That the bidder would raise demand and the payment shall be done in accordance with the relevant Clause of this 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 on Behalf of Sports Authority of India

Signature,
The Centre In-charge
Sports authority of India
WSC Alleppey

For and on behalf of _____Sports Authority of India

Received and accepted this contract

SECTION – VII

(B) BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

[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, _____

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number]

We have been informed that [insert complete name of 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 firm, 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]