

SPORTS AUTHORITY OF INDIA

(Stadia Division)

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Bid Reference No. **128/SAI/SA/Khelo India/2016-17(T)**

Date:

Website: <http://sportsauthorityofindia.nic.in/> & <http://eprocure.gov.in/eprocure/app>

E-Bidding Document

For Supply of

Catering Service for Khelo India national level swimming, wrestling and cycling competitions Schedule to be held as per the details given in the tender document in its three Stadia in Delhi namely Jawaharlal Nehru Stadium Complex(JNSC) , Indira Gandhi Sports Complex(IGSC) and Dr. Shyama Prasad Mukharjee Swimming Pool (Dr. SPMSPC)

Bid Reference No. 128/SAI/SA/Khelo India/2016-17(T)

CRITICAL DATE SHEET

Published Date	23.12.2016 (5.45 PM)
Bid Document Download / Sale Start Date	23.12.2016 (6.00 PM)
Clarification End Date	25.12.2016 (12.00 Noon)
Bid Submission Start Date	25.12.2016 (12.30 PM)
Bid Submission End Date	02.01.2017 (12.00 PM)
Opening Date of Technical Bid	03.01.2017 (12.30 PM)

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PART-1

BIDDING PROCEDURE

SECTION I

Bid Reference No. 128/SAI/SA/Khelo India/2016-17(T)

INVITATION FOR ONLINE BIDS (IFB)

Sports Authority of India, for and on behalf of the Director General, Sports Authority of India, invite On-line Bid for Catering Services in its three Stadia in Delhi namely Jawaharlal Nehru Stadium(JNS), Indira Gandhi Sports Complex(IGSC) and Dr. Shyama Prasad Mukherjee Swimming Pool (Dr. SPMSPC) during the Khelo India completions as per the details given below .

1. **Manual bids shall not be accepted.**

Brief Description of Work	Amount of Bid Security in Rupees (Earnest money deposit in Rupees)	Bidding Document Cost. (Rs.)
Catering Service as per prescribed menu to 500-600 people on 14/01/17, 15/01/17, 16/01/17 and 300-400 people on 19/01/17, 20/01/17, 21/01/17, 22/01/17 <u>PLACE-</u> 1. JNS Hostel- Jawaharlal Nehru stadium Complex , Lodhi Road, New Delhi PIN-110003 2) IGSC- I.P. Estate, Near Raj Ghat, Grand Trunk Road, New Delhi-110002 3) Dr. SPMSPC Hostel – Willington Crescent Road, Talkatora Garden, New Delhi-110001	Rs. 15000/- (Rupees Fifteen thousand Only)	Rs. 500/- (Rupees Five Hundred only)
Payment: Scanned copies of demand draft in respect of Tender Fee and document of Earnest Money Deposit to be uploaded and original of the same must be sent to the Executive Director (Stadia), Head Office, Jawaharlal Nehru Stadium, Lodhi Road, New Delhi-110 003 on or before Bid Submission Date & Time as mentioned in Critical Date Sheet.		

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2. Bidder may also download the Bidding Documents from the web site- <http://sportsauthorityofindia.nic.in> & CPP Portal of Govt. of India i.e. <http://eprocure.gov.in/eprocure/app> Bidders shall ensure that their Bids, complete in all respect should be uploaded online before the closing date and time as indicated in the critical date sheet above on CPP Portal <http://eprocure.gov.in/eprocure/app> .
3. Bids shall be submitted online only at CPPP website: <http://eprocure.gov.in/eprocure/app> . Tenderers/Bidders are advised to follow the instructions provided in the 'Instructions to the Bidder/Tenderer for the e-submission of

the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app> .

5. Tenderer who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> and SAI website www.sportauthorityofindia.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 CPPP website <https://eprocure.gov.in/eprocure/app> and SAI website www.sportauthorityofindia.nic.in at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

Executive Director (Stadia)
For and on behalf of
Director General, Sports Authority of India.

SECTION –II (A)

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 catering 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 a true English translation and, for purposes of interpretation of the Bid, the true English translation shall prevail.

B. BIDDING DOCUMENTS

3. Content of Bidding Documents

In addition to

- Section I – “Invitation for Online Bid” (IFB), 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: <http://> and CPP Portal of Government of India i.e. <http://eprocure.gov.in/eprocure/app> only.

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 Tender Inviting Authority within the clarification period given in the critical date sheet.

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 (bidders are requested to upload online following document in PDF format):

A) Technical Bid:

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

- i) Bid Security & Tender cost: Bid Security to be furnished in accordance with ITB clause 9 and Bid document cost to be furnished in the form of Demand Draft payable at NEW DELHI
- 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 Mess/Catering services
- iv) The bidders should have sound financial position and should have average annual turn over of Rs. 20.00 lakhs for the last three financial years.
- v) Certificate of Chartered Accountant showing annual turnover for the any of the three financial years (2013-14, 2014-15 & 2015-16). Copies of Balance Sheet, Profit and Loss Account statement etc need not be enclosed.
- vi) Registration with Service Tax;
- vii) TIN number, & PAN number
- viii) Income Tax Returns for the three years as mentioned in clause 6 A (v).
- ix) Registration of the firm (Proprietorship or Partnership)/ Company (Pvt., Ltd. Or Public Limited), Societies/Trust registered under applicable statutes in India alongwith the respective Memorandum of Association/Article of Association/Trust Deed etc.
- x) National Electronic Fund transfer (NEFT) Form as per Section IV (E) for payment in Indian Rupee, if applicable.
- xi) Documents mentioned in Qualification Criteria as per Section III (A).
- xii) Power of Attorney in favour of signatory of Bidding Documents
- xiii) Licence/registration from Food/Health Department/ FSSAI and other authorities if any to run Canteen/Mess/Catering.
- xiv) The Bidders should have office in Delhi/NCR.
- xv) The bidder should have handled catering/Mess of the Govt. of India/State Governments/PSUs/Pvt. Ltd. Company in at least three assignments. At least one single order in the previous three years should be to the tune of Rs.10.00 lakhs.

xvi) The bidder should have not been black listed by any State/Central Govt./PSU/Local Body/Autonomous Body. The undertaking is to be furnished by the Authorised Signatory of the firm.

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: [Upload online in prescribed PDF format as per Sec.-IV (B) I of Bidding Document].

6.2 Price Schedule as per Section IV (B) filled up with all the details.

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

Note: All documents should be submitted in PDF format.

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 and not subject to variation on any account.

8.2 Sales-tax/VAT, service tax, purchase tax, turnover tax or any other tax applicable in respect of this contract shall be payable by the bidder and quoted amount to be inclusive of all taxes.

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 **"Secretary, Sports Authority of India", payable at "New Delhi"**. In case of Bank Guarantee, the same is to be provided from any nationalised/scheduled/ bank in India (acceptable to 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. As validity period of Bid as per Clause of ITB is 90 days, the Bid Security shall be valid for 135 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 (Ninety days)** after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected.

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 and upload in PDF format.

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. Submission of Bids Online bids has been invited and bidder should submit their bid strictly in accordance with the instructions given for online 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 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 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 SECTIONN 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/ etc. 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 three 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 4 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 **clauses 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-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 enrol on the e-Procurement module of the Central Public Procurement Portal (URL: [https://eprocure. Gov.in//eprocure/app](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 accounts.

(iii). Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

(iv). Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying authority recognized by CCA India (e.g. Sify/TCS/nCode/ eMudhra etc.), with their profile.

(v). Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

(vi). Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

3. SEARCHING FOR TENDER DOCUMENTS

(i). There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

(ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

(iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the helpdesk.

4. PREPARATION OF BIDS

(i) Bidder should take into account corrigendum published on the tender document before submitting their bids.

(ii) Bidders are required to go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. It is further advised that the Bidders need to carefully read the instructions with regard to the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

(iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

(iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to 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 "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 Stadia Division

the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

(v) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission 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 would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

(vii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

(viii) Upon the successful and timely submission of bids (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.

6. 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 contract 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 Contract number for the helpdesk is 1800 3072 2232.

SECTION – III

(A) QUALIFICATION CRITERIA FOR TECHNICAL BID

Bid Reference No.

Sl. No.	Qualification Criteria
1.	The bidder shall have at least three years experience in running catering/mess services in reputed programmes with full set up to effectively run catering service at Delhi
2.	The bidder should have handled Catering/Mess of the Govt. of India/State Governments/PSUs/Pvt. Ltd. Company in at least three assignments. At least one single order in the previous three years should be to the tune of at least Rs. 10.00 lakhs.
3.	Average annual financial turn-over should be Rs. 20 lakhs (Twenty Lakhs Only) during the immediate last three consecutive financial years
4.	Bidder should have PAN, TIN/Sale Tax, Service Tax Registration
5.	The bidder should have valid Catering Licence from Food/Health Department/FSSAI and other Authorities, if any, to run Mess / Catering
5.	Certificate of Chartered Accountant showing annual turnover for the any of the three financial years (2013-14, 2014-15 & 2015-16). Copies of Balance Sheet, Profit and Loss Account statement etc need not be enclosed.
6.	Registration of the firm (Proprietorship or Partnership)/ Company (Pvt, Ltd. Or Public Limited), Societies/Trust registered under applicable statutes in India along with the respective Memorandum of Association/Article of Association/Trust Deed etc.
8.	Income Tax Returns for three years as mentioned in clause 6 A (viii).
9.	The bidder should have office in Delhi/NCR.

01. In support of above, the Bidder shall furnish scanned copy of the required documents, Performance Statement has to be as per proforma in Section-III 'B'.
02. Requirement of scanned copy of the documents as listed at Para 6 of Section II(ITB) is also a part of the qualification criteria.
03. 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.

SECTION– III
PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last three years)

Bid Reference No. : _____

Date of opening : _____

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 services	Value of order	Date of completion of Contract		Remarks indicating reasons for delay if any	Are the goods supplied functioning Satisfactorily?
					As per contract	Actual		
1	2	3	4	5	6	7	8	9

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
SELECTION CRITERIA

1. SAI reserves the right to accept or reject any or all bids without assigning any reasons.
2. SAI 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 Clause 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 IFB 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, the successful bidder will be the one who has average highest turnover during the last three years.

SECTION – IV
BID SUBMISSION FORM

Date_____

To

Executive Director
Sports Authority of India
J.N. Stadium
Lodi Road
New Delhi 110003

Ref.: Your Bidding Document No. _____ dated _____

We, the undersigned have examined the above mentioned Bidding Document, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver _____ (*Description of goods and 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 4, in Section – VI for due performance of the contract.

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

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

We agree to Fall Clause vide Clause 19 of General Conditions of Contract as per Section VI.

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

We confirm that we 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 Messrs_____

[Name & address of the manufacturers]

SECTION – IV (B)

PRICE SCHEDULE/ FINANCIAL BID

(To be utilized by the bidder for quoting their prices)

Bid Particulars for Tender No.

1. Name of Bidder:
2. Address of Bidder:
3. Norms: Per head per day as per menu is Rs.250/- inclusive all taxes/charges.
4. Quoted rate:

S. No.	Particular	Amount (Rs In figure)	Amount (Rs In words)
1.	Per head per day rate including all taxes and service charges for providing catering service as per the menu and schedule given at scope of work	• Breakfast including bed tea	
		• Lunch	
		• Evening Tea	
		• Dinner with milk at bed time	
		Total	

Telephone No: _____

Fax No: _____

Email: _____

Website: _____

Note:-

1. The bid should be un-conditional. In case of any condition the bid shall be treated as non-responsive and be disqualified.
2. The payment will be made on actual basis i.e. number of breakfast, lunch, evening tea and dinner will be counted separately as per the record maintained.

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

Whereas _____ (hereinafter called the “Bidder”) has submitted its quotation dated _____ for the Mess/ Catering Services for for Khelo India National Level Competitions participants/officials at three SAI Stadia namely Jawaharlal Nehru Stadium, Indira Gandhi Sports Complex and Dr. Shyama Prasad Mukherjee Swimming Pool Complex in Delhi (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 Secretary, Sports Authority of India (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 Purchaser during the period of its validity:-
 - a) Fails or refuses to furnish the performance security for the due Performance of the contract.
 - or
 - b) Fails or refuses to accept/execute the contract.

We undertake to pay the 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 90 days i.e. for 135 days (90 days + 45 days) from the date of Bid Opening and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorised officer of the Bank)
Name and designation of the officer

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

SECTION-IV
Letter of Authorisation for attending bid opening Meeting

Tender No.-----

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

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
NEFT MANDATE FORM**

From: M/s.

Date:

To

Executive Director (Stadia)
Sports Authority of India
New Delhi

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

Enclosed a copy of Crossed Cheque

SECTION V

SCOPE OF WORK

A) Bed Tea, Breakfast, Lunch, Evening Snacks and Dinner need to be served as per the basic menu, in the following Hostels/Competition Venues for Khelo India participant athletes/ Officials as per the schedule and menu given below.

1) Jawaharlal Nehru Stadium Complex , Lodhi Road, New Delhi-110003

2) Indira Gandhi Sports Ccomplex, I.P. Estate, Near Rajghat, Grand Trunk Road, New Delhi-110002

3) Dr. Shyama Prasad Mukherjee Swimming Pool Complex, Willington Crescent Road, Talkatora Garden, New Delhi 110001

Expected participants

14/01/2017 : 500- 600
15/01/2017 : 500-600
16/01/2017 : 500-600
19/01/2017 : 300-400
20/01/2017 : 300-400
21/01/2017 : 300-400
22/01/2017 : 300-400

Menu:-

Meal	Food Items	Quantity as per sanctioned diet
Bed Tea	Tea	One Cup
	Biscuits	Two Pcs.
Breakfast	Milk	250 ml.
	Bread Slices	4-5 slices
	Butter	15 gms.
	Jam	15 gm.
	Eggs	02 Nos.
	Daliya	40 gms.
	Fruit	01 Banana
Lunch	Chapaties	As desired
	Rice	As desired
	Dal	As desired
	Curd	100 gms.
	Green Leafy Veg. (with Potato)	As desired

	Salad	50 gm.
	Fruits	150 gm.
Evening Tea	Tea & Snacks	One Cup with 3 pcs. Biscuits/1 samosa/2 pakora
Dinner	Dal	As desired
	Chapati	As desired
	Rice	As desired
	Non-Veg	100 gms.
	Veg.+ Potato	100+50gm.
	Salad	50 gm.
	Sweet Dish	100 gm.
Bed Time	Milk	250 ml.

- The quantities mentioned are those of raw eatable food.
- One green leafy veg. Like spinach/fenugreek/Chula or yellow coloured veg. like pumpkin may be served.
- For vegetarians 80g of Paneer may be served in lieu of two eggs for Breakfast and 50g of Paneer+15g of Nutrelia may be served in lieu of the non-veg preparation.

1. All the figures are approximate in nature. It may vary depends upon the registration/reporting time of participants.
2. The approximate figures are given for the entire venues. Venue/hostel wise distribution and schedule may be given to the successful bidder at the time of award of contract.

SECTION - VI

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Bed tea, Breakfast, Lunch, Evening Snacks and Dinner need to be served as per the basic menu at tentative timings given below:

Bed Tea	: 6.00AM-6.30AM
Breakfast	: 7.30AM-9.30AM
Lunch	: 12.30PM-3.00PM
Evening Snacks	: 4.00PM-5.00PM
Dinner	: 7.30PM-9.30PM

2. Electricity to be used will not be charged and Water and space for cooking will be provided free of cost. Tables and Chairs will be provided by SAI with no cost.

3. The Caterer will bring utensil, crockery and any other items required for successful and satisfactory execution work as stipulated in the scope of work without any extra cost.

3. SAI reserves the right of getting cooked/uncooked food items tested from a govt. Lab. In case the items conform to the laid down parameters, the cost of test will be borne by SAI and in the event of failure of test, cost of lab test will be paid by the Caterer in addition to a penalty of Rs.20,000/- (Rupees Twenty Thousand).

4. The successful bidder will deposit an amount of Rs.50,000/- (Rupees Fifty Thousand) towards Performance security deposit at the time of award of contract within stipulated time. 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 issued by Scheduled bank in India in prescribed form in Section-VII of this document in favour of SAI. The Performance Security should remain valid for sixty days beyond the date of expiry of all contractual obligations.

5. Disclaimer: The close relatives of employees of the authority are prohibited from participation in this tender. The 'close relatives' for this purpose are defined as:

(a) Members of a Hindu Undivided Family.

(b) Their Spouse.

(c) Relation with each other as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

6. If dispute or difference of any kind shall arise between the contractor & the SAI in connection with or relating to the Contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

7. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the party may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the parties relating to any matter arising out of or connected with the Contract, such dispute or difference shall be referred to the sole arbitration, appointed by Director General (Sports Authority of India). The award of the arbitrator will be final and binding on the parties to the Contract.
8. Venue of Arbitration: The venue of arbitration shall be New Delhi.
9. The Court of Delhi will have the exclusive jurisdiction to try the disputes.
10. The Contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.
11. Statutory Requirement/obligation: All statutory rules, like Minimum wages as per Central Government Rule (EPF) Act, ESI Act + EPF Act, etc., as applicable for engagement of labours on daily wage are to be followed strictly as per Government norms.
12. In case of failure to comply with the above statutory Rules, Acts, the SAI shall have the right to impose the penalty and/ or cancel the contract.
13. The contractor shall not assign, sublet or part with the possession of the premises and properties of the Institute therein or any part thereof under any circumstances.
14. The contractor shall not appoint any sub-contractor to carry out any obligation under this Contract.
15. The contractor shall vacate the leased premises with all features, furniture etc., which are SAI's properties in good and tenable conditions at the termination of the contract.
16. The contractor shall not make or permit any construction or structural alteration of additional fitting inside the premises of the work place without prior written approval of the authorities.
17. The performance guarantee will be returned two months after the end of the contract period without interest if there are no pending issues against the contractor.
18. If the contractor and/or his team and also functioning of the service is not up to the mark or, the quality of the food is below standard or unhealthy or unhygienic, then SAI is empowered to terminate the contract by issuing notice. Termination on such opinion shall be final in so far as the food quality / mess management is concerned.
19. In case of unsatisfactory performance / any dispute whatsoever / labour dispute emergency condition or any other reason as deemed fit by SAI, the contract can be cancelled at the sole discretion of SAI.
20. Hygiene, overall cleanliness of surrounding, kitchen and the food, raw materials, ingredients etc. are to be of good quality. Clean, fresh, nutritious, hygienic and edible food has to be served. Any type of COOKED FOOD shall not be stored / preserved / re-served after meals.

21. Not following in charge's suggestions / instructions in above matters shall be considered as violation of terms and conditions of contract and shall invite penalty for the same as mentioned in **Annexure I**.

22. Utensils using are to be clean and hygienic.

23. Contractor shall be solely responsible in case of incidence/s of food poisoning etc. and shall bear the complete expenditure arising out of this for medical treatment of the hostel inmates. In addition, penalty may be imposed on the contractor as decided by the SAI for such incidence/s.

24. The Contractor shall use only branded raw materials and best quality for preparing the food. A quality control Team will check all materials brought to the mess as well as cooking practices. In the event of the quality of the food served being poor or not adhering to contractual conditions, the Hostel management will be free to impose monetary fine as deemed fit on the contractor. Such fines imposed will be adjusted against the payments due to the contractor. The Authority will pay in terms of the conditions of the contract for the entire contract period.

The contractor shall use quality brands of repute only.

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

26. When circumstances warrant, contractor should cater for large number of athletes /staff members as per direction of SAI. Similarly, fluctuations on daily basis shall have to be accommodated accordingly.

27. Payment to the contractor will be made upon submission of the bills by the Agency after ensuring satisfactory execution of given scope of work. Bill will be claimed on actual basis i.e. number of breakfast, lunch, evening tea and dinner will be counted separately as per the record maintained, duly certified by the concerned Stadia Administrator. No extra payment will be made against tax.

28. The contractor and his workers must behave politely with participants. The contractor and his team, under any circumstances should not involve in arguments with the participants. In case of such situations/ under emergency, the Contractor should intimate immediately to the concerned Incharge-SAI.

29. Caterer or his representative manager is required to remain present in the catering point when the food is prepared/served.

30. Smoking / **alcohol consumption** etc. is strictly prohibited in the Institute premises.

31. Employment of child labour (as per norms) is totally prohibited. It is the responsibility of the Contractor to comply with all formalities of labour office including obtaining necessary labour license.

32. All expenses related to the functioning of the employees engaged by the Contractor shall be in the scope of the Contractor.

33. The Contractor is solely responsible for the payment of Minimum wages as per Central Government Rule for their employees as per of the Government norms and deductions towards E.P.F. and E.S.I, if any.

34. SAI reserves the right to reject any/all the tender without assigning any reason thereof.

35. The Caterer shall have to make arrangement for their own transport to bring staff, material, equipment etc. required for the execution of the work.

PENALTY

Failure to supply food in terms of quality, quantity and as per the menu approved by the competent Authority will attract penalty. For not adhering to contractual conditions, the SAI shall be free to impose monetary fine as deemed fit on the contractor. Fine of Rs 5000/- will be imposed on each occasion, in case of the following and shall be adjusted against payment due to the contractor:

- a) If vegetables kept for use is found to be rotten or of poor quality.
- b) **Unsafe food colours** are banned and they should not be used. It shall not be found in the premises.
- c) In case cooking area is found dirty.
- d) Insects cooked along with food found in any food item or even found in the kitchen.
- e) For damages caused by the contractor to facilities of SAI. In such case actual cost of the equipment will be recovered.
- f) Stones / pebbles and soft objects like rope, soft plastic, cloth etc found in food.
- g) If mess committee agrees that certain item of a meal was not cooked properly.
- h) Changes in approved menu (as per Annexure II) of any meal without permission o.
- i) Fine on any discrepancy (personal hygiene of workers, misbehavior by workers etc.)
- j) Using adulterated material shall invoke a hefty fine beyond the limit of any fine mentioned above and decided by the mess committee with consent with the wardens.

A Committee will examine the complaint and recommend for penalty. In case of gross failure/negligence a severe penalty will be imposed, which could be a hefty fine as cash and/or termination of the Contract.

SECTION–VII

Form of Contract Agreement
For providing Mess/Catering services

Between Sports Authority of India (SAI)

And

[Name of Agency]

(A) CONTRACT AGREEMENT FORM

This agreement is made this day.....day of BY AND BETWEEN the _____, Sports Authority of India acting through <>, 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 <> 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 catering 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

Signatory on Behalf of Sports Authority of India

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

For and on behalf of _____

Sports Authority of India Received

Annexure– VII
(B) BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

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

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

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

and Contract No. _____

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

Beneficiary: Sports Authority of India, Jawaharlal Nehru Stadium Complex, Gate No.10, Lodhi Road, NEW DELHI-110003

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number]

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

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

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

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

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

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