

**SPORTS AUTHORITY OF INDIA  
(GAD Division)**

Jawaharlal Nehru Stadium Complex,  
Gate No.10, Lodhi Road, New Delhi-110003  
Telephone: +91-11 -24362652 & 24362777

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

## **E-Bidding Document**

**INVITATION FOR ON-LINE BIDS  
FOR  
CONCLUSION OF COMPREHENSIVE ANNUAL MAINTENANCE  
CONTRACT OF COMPUTERS, PRINTERS AND PERIPHERALS**

Bid Reference No.: 3(25)/SAI/GAD-II/2016-17/IFB-13

Dated - 21 July 2017

**CRITICAL DATE SHEET**

<b>Published Date</b>	<b>21.07.2017 (06.00 PM)</b>
<b>Bid Document Download / Sale Start Date</b>	<b>22.07.2017 (10.00 AM)</b>
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<b>Bid Submission End Date</b>	<b>10.08.2017 (03.00 PM)</b>
<b>Bid Opening Date</b>	<b>11.08.2017 (03.00 PM)</b>

# INDEX

<u>Section</u>	<u>Topic</u>	<u>Page No.</u>
<b>PART-1 BIDDING PROCEDURE</b>		
Section I	– Invitation for Bid (IFB) -----	4 – 5
Section II	– Instructions to Bidders (ITB) -----	6 – 12
Section III	– Eligibility Criteria & Performance Statement-----	13
Section IV	Bidding Forms:	
	- (A) Bid Submission Form-----	14
	- (B) Price schedule -----	15
	- (C) Bank Guarantee Form for Bid Security-----	16
	- (D) National Electronic Fund Transfer (NEFT) Form-----	17
	- (E) Power of Attorney duly Notarized -----	18
<b>PART-2 – SCOPE OF SERVICES</b>		
Section V	– Scope of Services -----	20
<b>PART-3 – CONTRACT</b>		
Section VI	- Special Conditions of Contract-----	22 - 23
Section VII	– General Conditions of Contract (GCC) -----	24 – 26
Section VIII	– Contract Forms	
	(A) Contract Agreement -----	27
	(B) Bank Guarantee Form for Performance Security-----	28

# **PART – 1**

## **BIDDING PROCEDURE**

**SECTION-I**

**SPORTS AUTHORITY OF INDIA**  
**(GAD Division),**  
**Jawaharlal Nehru Stadium Complex,**  
**Gate No.10, Lodhi Road, New Delhi-110003**  
 Telephone: +91-11 – 24362777 & 24362652

**INVITATION FOR ON-LINE BIDS (IFB)**  
**FOR**  
**COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR COMPUTER, PRINTERS AND ITS**  
**PERIPHERALS**

Sports Authority of India, (SAI) for and on behalf of the Director General, Sports Authority of India, **invites Online bids** for Comprehensive Annual Maintenance Contract of Computers, Printers and its peripherals: -

<b>Schedule No.</b>	<b>Brief Description of items</b>	<b>Amount of Bid Security (EMD) in Rs.</b>
1.	Comprehensive Annual Maintenance Contract for Computers, Printers and its peripherals as per details given in the Price Schedule (Section-IV(B).	30,000/-
<p><b>Payment:-</b>            Scanned copy of Earnest Money (Bid Security) to be uploaded online and Hard Copy of same must be sent to the <b>Director (GAD), 1st Floor, SAI Head Office</b> on or before Bid Submission end Date &amp; Time as mentioned in Critical Date Sheet.</p> <p align="center"><b>In case of non receipt or late receipt of hard copy of EMD/Bid security will make the bidder disqualified and its bid will not be considered</b></p>		

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<b>Bid Opening Date</b>	<b>11.08.2017 (03.00 PM)</b>

2. **Manual bids shall not be accepted.**
3. **No cost is levied in case Bid Document is downloaded by the Bidder.** Bidder may download the Bidding Documents from the SAI web site- [www.sportauthorityofindia.nic.in](http://www.sportauthorityofindia.nic.in) & Central Public Procurement Portal (CPP-Portal) Govt. of India i.e. <http://eprocure.gov.in/eprocure/app> Bidders shall ensure that their Bids, complete in all respects should be uploaded online before the closing date and time as indicated in the critical date sheet above on CPP Portal <http://eprocure.gov.in/eprocure/app> .

4. Bids shall be submitted online only at CPPP website: <http://eprocure.gov.in/eprocure/app>  
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. Bidder 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](http://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 Bid Security (EMD) would be forfeited and tenderer is liable to be banned from doing business with SAI.
6. Intending Bidders are advised to visit again CPPP website <https://eprocure.gov.in/eprocure/app> and SAI website [www.sportauthorityofindia.nic.in](http://www.sportauthorityofindia.nic.in) prior to closing date of submission of Bid for any corrigendum / addendum/ amendment.

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

**Copy to:-**

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

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

**1. Introduction**

- 1.1 The Purchaser has issued these Bid Documents for providing related services as mentioned in Price Schedule.
- 1.2 This section (Section II – (A&B) “Instructions to Bidders”) provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids.
- 1.3 Before formulating the Bid and submitting the same to the purchaser, the Bidder should read all the terms, conditions, instructions etc. contained in the Bidding Documents. In preparing the bids the bidders are expected to examine in detail the bid documents. Material deficiencies in providing information required in the bid document may result in rejection of the bid.
- 1.4 Award of Contractor as a result of this Invitation for Bid shall be in the form of an agreement between SAI and Contractor for providing required services during the period of contract at specified rates & terms and conditions.

**B. BIDDING DOCUMENTS**

**2. Content of Bidding Documents**

In addition to Section I – “Invitation for Online Bid” (IFB), the Bidding Document includes:

- Section II (A&B) – Instructions to Bidders (ITB)
- Section III – Eligibility criteria
- Section IV – Bidding Forms & Price Schedule
- Section V – Scope of Services
- Section VI – Special Conditions of Contract
- Section VII – General Conditions of Contract (GCC)
- Section VIII – Contract Forms

**3. Amendments to Bidding Documents**

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

**C. PREPARATION OF BIDS**

**4. Documents Comprising the Bid**

- 4.1 Bidding documents seek quotation in two bid system i.e. “Technical Bid “and” Financial Bid” shall comprise the following:

**A) Technical Bid:**

**{Upload online the scanned copies in Pdf format.}**

- i) Scanned copy of Bid Security (EMD).
- ii) Scanned copy of Bid Submission Form as per Section - IV (A) and Power of Attorney in favour of signatory of Bidding Documents, in the prescribed format attached as per Section-IV (E).
- iii) Scanned copy of PAN Card, National Electronic Fund Transfer Form (NEFT) Service Tax /GST Registration.
- iv) Scanned copy of documents mentioned in Eligibility Criteria as per Section III.

**B) Financial Bid:**

**{Upload On-line in prescribed PDF format as per Section-IV (B) Price Schedule of the Bidding Document}.**

- 4.2 Price Bid duly filled up with all the details.  
It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all required documents.
- 4.3 All pages of the Bid should be page numbered and indexed.
- 4.4 The authorized signatory of the Bidder must sign the Bid duly stamped at appropriate places and initial all the remaining pages of the Bid.
- 4.5 A Bidder, who does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- 4.6 All payments will be made through National Electronic Fund Transfer (NEFT)/RTGS System. Bidders are required to fill and attach the NEFT Mandate Form attached as per Section-IV (D) along with their offer, if not already executed in SAI.

## 5. Firm Price

The prices quoted by the Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account. The rates quoted should be inclusive of all duties, levies but exclusive of Service Tax/GST (if applicable). Rate of Service Tax/GST as applicable may be indicated. Statutory variation in Service Tax /GST shall be to the purchaser's account.

## 6. Bid Security

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

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

- 6.2 The Bid Security shall be furnished in one of the following forms:

1. Account Payee Demand Draft.
2. Fixed Deposit Receipt
3. Banker's Cheque
4. Bank Guarantee

- 6.3 The Demand Draft, Fixed Deposit Receipt or Banker's Cheque shall be drawn on any Commercial Bank in India, in favour of the "Secretary, Sports Authority of India", payable at "New Delhi". In case of Bank Guarantee, the same is to be provided from any nationalised/scheduled/bank in India (acceptable to purchaser) as per the format specified under Section IV (C) of Bid Documents.

- 6.4 Micro and Small enterprises (MSEs) as defined in MSE procurement policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department are exempted from submission of EMD.

In case as per Notification of Government of India, if the Bidder falls in the category of exemption of Bid Security, Bidder should furnish the relevant Notification along with required documents like valid Registration Certificate etc. If no such notification or Registration Certificate is furnished along with the bid; bid shall be treated as unresponsive and shall be summarily ignored without any further reference

- 6.5 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 7.1 of ITB is 90 days, the Bid Security should remain valid for 135 days from Bid opening date.
- 6.6 Unsuccessful Bidders' Bid Security will be returned to them without any interest, after expiry of the final Bid validity period, but not later than thirty days after conclusion of the resultant contract. Successful Bidder's Bid Security will be returned without any interest, after receipt of performance security from that Bidder.

- 6.7 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 purchaser. The successful Bidder's Bid Security will be forfeited without prejudice to other rights of Purchaser if he fails to furnish the required performance security within the specified period.

## **7. Bid Validity**

- 7.1 The Bid shall remain valid for acceptance for a period of 90 days (Ninety days) after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected.
- 7.2 In exceptional cases, the Bidders may be requested by the Purchaser to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid and they are also to extend the validity period of the Bid Security accordingly. A Bidder, however, may not agree to extend its Bid validity without forfeiting its Bid Security.

## **8. Signing of Bid**

- 8.1 The Bidders shall submit their Bids as per the instructions contained in ITB Clause 4.
- 8.2 Bid shall be typed and the same shall be signed by the bidder or by a person(s) who has been duly authorized to bind the bidder to the contract and upload in PDF format.
- 8.3 The bid shall be duly signed at the appropriate place as indicated in the Bidding Documents and all other pages of the Bid. The Bid shall not contain any erasure or overwriting. The letter of authorization shall be by a written power of attorney, (in the prescribed format enclosed which shall also be furnished along with the Bid.
- 8.4 Authorized Signatory/Signing of Tender:  
Individual signing the tender or other documents connected with contract must specify the capacity in which the tender documents are signed as:
- a) A 'sole proprietor' of the concern or constituted attorney of such sole proprietor.
  - b) A partner of the firm, if it be a partnership firm, in that case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.

## **D. SUBMISSION OF BIDS**

### **9. Submission of Bids**

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

- 9.1 Bidders are advised to visit and acquaint themselves with the area where such services are required and its operational requirements. The cost of such visit shall be born by the Bidder. It shall be deemed that the bidder has undertaken a visit to the SAI, Head Office and all SAI Stadia situated in Delhi and is aware of its operational conditions prior to submission of bid documents.

## **E. BID OPENING**

### **10. Opening of Bids**

- 10.1 The Purchaser will open the Bids at the specified date and time and at the specified place as indicated in the IFB in Section-I.
- 10.2 In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for the purchaser, the Bids will be opened at the appointed time and place on the next working day.
- 10.3 Authorized representatives of the Bidders, who have submitted Bids On-line may attend the Bid opening provided they bring with them letters of authority from the corresponding Bidders acknowledgement letter of bid submission at CPP website: <https://eprocure.gov.in/eprocure/app>.



- 10.4 Two - Bid system as mentioned in Para-4 above will be as follows. The **Technical Bids** are to be opened in the first instance, at the prescribed time and date as indicated in IFB Critical Date Sheet. During the Technical Bid opening, the Bid opening official(s) will read the salient features of the Bids like brief description of the goods offered, Bid Security and any other special features of the Bids, as deemed fit by the Bid opening official(s).

#### **F. SCRUTINY AND EVALUATION OF BIDS**

##### **11. Preliminary Scrutiny of Bids**

- 11.1 The Purchaser will examine the Bids to determine whether they are complete, whether the documents have been properly signed, stamped and whether the bids are generally in order.
- 11.2 These Bids shall be scrutinized and evaluated by the Purchaser with reference to parameters prescribed in the Bidding Document. In the first instance technical bids shall be evaluated.
- 11.3 Prior to the detailed evaluation of Price Bids, the Purchaser will determine the substantial responsiveness of each Bid to the Bidding Document. For the purposes of these clauses, a substantially responsive Bidder is one, which conforms to all the terms and conditions of the Bidding Documents including Technical Specifications/ eligibility criteria without material deviations.
- 11.4 Thereafter, in the second stage, the Price Bids of only those bidders shall be opened for further evaluation on a notified date, which are found technically responsive (as decided in the first stage). The prices, special discount, if any, as deemed fit by Bid opening official(s) will be read out.
- 11.5 Bids of the Bidders, who do not meet the required eligibility criteria prescribed in Section III or conditional bid will be treated as non - responsive and will not be considered further.
- 11.6 SAI may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material provided such waiver does not prejudice or affect the relative ranking of any other bidder(s).
- 11.7 If a Bid is not substantially responsive, it will be rejected by the Purchaser.

##### **12 (a) Evaluation for total requirement**

- 12.1 The bidder shall be required to quote for CAMC of all items mentioned in the Price Schedule at Section IV(B). The bid will not be considered if not quoted for all items.

##### **12 (b) Comparison of Bids and Award Criteria.**

- 12.1 For comparison for ranking purpose for evaluation, the comparison of the responsive Bids shall be carried out with price on all inclusive basis for all the items i.e. the bidder whose all inclusive price for all the items as one package is the lowest. The bidders are required to quote individual price for all items of price schedule.
- 12.2 Notification of award may be issued to the lowest responsive Bidder who meets the laid down Eligibility Criteria and submits the required Bid documents and accept other terms & conditions of Invitation for Bid.

#### **G. AWARD OF CONTRACT**

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

The Purchaser reserves the right to accept in part or in full any Bid, or reject any or more Bid(s) without assigning any reason or to cancel the 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.

**14. Notification of Award /Execution of Agreement**

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

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

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

**16. Corrupt or Fraudulent Practices**

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

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

**SECTION-II-B****Instructions for Online Bid Submission**

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

More information useful for submitting online bids on the CPP Portal may be obtained at:

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

**3. SEARCHING FOR TENDER DOCUMENTS**

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

**4. PREPARATION OF BIDS**

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

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

## 5. SUBMISSION OF BIDS

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

## 6. ASSISTANCE TO BIDDERS

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

**SECTION– III****(A) ELIGIBILITY CRITERIA.**

<b>S. No</b>	<b>Eligibility Criteria</b>
1.	(a) The bidder should have average annual Turnover of Rs. 50 Lakhs per annum for the last 03 (three) years ending March 2017 duly certified by CA.  (b) The bidder should have the experience of minimum 03(three) years of providing Annual Maintenance of Computers & its peripherals in any Ministry/Govt. Department, Autonomous body/Public Sector Undertakings of the Central/State Govt. and having business of Rs. 20 Lakhs per annum (average) towards AMC during last 03 years ending March 2017.  (c) The bidder should submit performance statement as per format given under Section III (B) duly certified by CA along with copy of orders/ agreement.
2.	The bidder should have a fully functional test and repair centre in Delhi/NCR.
3.	The bidder should have PAN no.
4.	The bidder should have Service Tax/GST Registration no.
6.	The bidder should have 24*7 toll free no. for technical support

**SECTION– III****(B) PROFORMA FOR PERFORMANCE STATEMENT**

(For the period of last three years)

Bid Reference No. : \_\_\_\_\_  
 Name and address of the Bidder : \_\_\_\_\_

**Details of orders received**

<b>Name of the organisation/ office)</b>	<b>Order number and date</b>	<b>Description and quantity of ordered goods and services</b>	<b>Value of order/ contract</b>	<b>Period of Contract</b>	<b>Whether contract completed satisfactorily or not</b>
1	2	3	4	5	6
i) 2014-15					
ii) 2015-16					
iii) 2016-17					

Total \_\_\_\_\_

Signature and seal of the Bidder

## SECTION - IV

## (A) BID SUBMISSION FORM

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

To

Sports Authority of India  
Jawaharlal Nehru Stadium Complex,  
Gate No.10, Lodhi 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 provide the services (*Description of services*) in conformity with your above referred document for the sum as shown in the price schedule(s), attached herewith and made part of this Bid.

We further confirm that, if our Bid is accepted, we shall provide you with a Performance Security of required amount in an acceptable form in terms of GCC for due performance of the Contract.

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

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

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

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

We confirm that we fully agree to the terms and conditions specified in above mentioned Bidding Document, including amendment/ corrigendum if any

\_\_\_\_\_  
\_\_\_\_\_  
[Signature with date, name and designation]

Duly authorised to sign Bid for and on behalf of Messrs \_\_\_\_\_

[Name & address of the manufacturers]

**SECTION-IV**  
**(B) PRICE SCHEDULE**

To

Director (GAD)  
Sports Authority of India , JNS Complex, New Delhi

Ref.: Your Bidding Document No. \_\_\_\_\_ dated \_\_\_\_\_

Dear Sir,

We hereby quote the following rates for comprehensive annual maintenance contract (CAMC) for computers, printers, laptop & its peripherals for Sports Authority of India, New Delhi initially for a period of two years extendable further for a period of one year, for the Scope of Services as mentioned below in accordance with Special conditions of Contract as per Section-VI and General Conditions of Contract as per Section-VII of the Bidding Documents, as under:

**List of Computers, Printers, Laptops and peripherals**

S N	Name of the Item	Configuration	Qty. (Nos.)	Total Qty. (Nos.)	CAMC Rates ( per year) inclusive of all taxes duties but exclusive of Service Tax / GST(Rs.)	
					Per unit	Total cost
1	Computer	1. PIV (IBM/Lenovo-77 & Dell-02) 2. Core 2 Due (Lenovo-82 & HP-80) 3. I-3 (HP) 4. I-7 (HP-47 & Dell-03)	79 162 106 50	397		
2	Black & White Printer	HP-217Samsung-55	272	272		
3.	Colour Printer	HP-13Samsung-01	14	14		
4.	UPS	500/600/625 VA 800VA 01 KVA 05 KVA 10 KVA	244 36 52 04 02	338		
6.	Laptop	1. Core2Due (HP-35,Lenovo-46) 2. I-3 (HP & Acer) 3. I-5 (HP) 4. I-7 (HP) 5. Apple 6. Apple I-Pad	81 70 08 01 01 01	162		
7.	Scanner	HP	29	29		
8.	Web Camera	Logitech	20	20		
9	Overhead Projector	Samsung	04	04		
10	Video Conferencing System	One system				
11	Anti virus	Macafee/Norton/quick heals or equivalent (computers and laptops)	559	559		
<b>Total Cost</b>						

The total cost in words \_\_\_\_\_.

- Note:**
- The Service tax/GST would be paid extra on actual wherever applicable. The bidder should indicate rate of Service tax/GST as applicable.
  - The bidders are required to quote individual price of all items of Price Schedule, failing which tender will not be considered and liable to be rejected
  - The rates will be applicable for the entire period of the contract, without any variation on any account, except statutory variations
  - The quantity and items mentioned above are tentative and same can be increased or decreased as per requirement
  - Any alteration/cutting/over-writing in the rates should be attested by the authority signing the bid.

**DECLARATION**

- I/we hereby undertake to execute the contract at the above quoted rates for the period as per bid document.

Signature of the Tenderer \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

## SECTION – IV

## (C) BANK GUARANTEE FORM FOR BID SECURITY

Whereas \_\_\_\_\_ (hereinafter called the “Bidder”) has submitted its quotation dated \_\_\_\_\_ for providing the required services,/ supply of \_\_\_\_\_ (hereinafter called the “Bid”) against the purchaser’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 “Purchaser) in the sum of \_\_\_\_\_ for which payment will and truly to be made to the said Purchaser, 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 Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty-five days after the period of Bid validity of 90 days i.e. for 135 days (90 days + 45 days) from the date of Bid Opening and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
(Signature of the authorised officer of the Bank)

\_\_\_\_\_  
Name and designation of the officer

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



**SECTION – IV****(D) NEFT MANDATE FORM**

From: M/s.

Date:

To,

Executive Director (Finance)  
Sports Authority of India**Sub: NEFT PAYMENTS**

We refer to the NEFT being set up by SAI. For remittance of our payments using RBI's NEFT scheme, our payments may be made through the above scheme to our under noted account.

**NATIONAL ELECTRONIC FUNDS TRANSFER MANDATAE FORM**

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

\_\_\_\_\_  
 \_\_\_\_\_  
 [Signature with date, name and designation]  
 For and on behalf of Messrs \_\_\_\_\_

[Name & address of the Bidder]

Confirmed by Bank

Enclosed a copy of Crossed Cheque

**SECTION – IV  
(E) POWER OF ATTORNEY DULY NOTARIZED**

Know all men by these presents, We \_\_\_\_\_(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms. (Name), son/ daughter/wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is presently employed with us and holding the position of \_\_\_\_\_, as out true and lawful attorney (hereafter referred to as are necessary or required in connection with or incidental to submission of our bid for the (name of Mandate) including but not limited to signing and submission of all applications, bids and other documents and writing participate in bidders’ and other conferences and providing information to SAI, representing us in all matter before SAI, signing and execution of all contracts including the Agreement and undertaking consequent to acceptance of our bid, and generally dealing with SAI in all matter in connection with or relating to or arising out of our bid for the said Tender and /or upon award thereof to us and / or till the entering into of the Contract with SAI.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE NAMED PRINCIPALS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

For \_\_\_\_\_

(Name , Title and Address) Witnesses :

- 1.
- 2.

Accepted (Notarized)

(Signature)

(Name , Title and Address of the Attorney)

## **PART – 2**

# **SCOPE OF SERVICES**

# SECTION – V

## Comprehensive Annual Maintenance of Computers, Printers, Peripherals, Video Conferencing System and Overhead Projectors

### 1. List of Computers, Printers, Laptops and peripherals

S N	Name of the Item	Configuration	Qty.	Total Qty.
1	Computer	1. PIV (IBM/Lenovo-77 & Dell-02) 2. Core 2 Due (Lenovo-82 & HP-80) 3. I-3 (HP) 4. I-7 (HP-47 & Dell-03)	79 162 106 50	397
2	Black & White Printer	HP-217 Samsung-55	272	272
3.	Colour Printer	HP-13 Samsung-01	14	14
4.	UPS	500/600/625 VA 800VA 01 KVA 05 KVA 10 KVA	244 36 52 04 02	338
6.	Laptop	1. Core2Due (HP-35,Lenovo-46) 2. I-3 (HP & Acer) 3. I-5 (HP) 4. I-7 (HP) 5. Apple 6. Apple I-Pad	81 70 08 01 01 01	162
7.	Scanner	HP	29	29
8.	Web Camera	Logitech	20	20
9	Overhead Projector	Samsung	04	04
10	Video Conferencing System	One system		
11	Anti virus	MacAfee/Norton/quick heals or equivalent (computers and laptops)	559	559

2. Comprehensive Annual Maintenance of above mentioned equipments shall comprise the following :-
- a) Four quarterly preventive comprehensive maintenance service like testing, servicing and cleaning of all items/ machines to ensure that no breakdown or technical snag in the equipments during CAMC period occurs, besides breakdown/ complaints. The firm has to maintain the logbook in this regard for each & every items.
  - b) To attend to the breakdown calls/ complaints as and when received from the users.
  - c) Down time of machines under maintenance shall be as per conditions stipulated under special conditions of contract.

**PART – 3**

**CONTRACT**

**SECTION – VI, VII & VIII**

**SECTION – VI****Special conditions of Contract:**

1. The contract shall be valid for a period of two years and can be extended for a period up to one year on the same rates and terms and conditions on mutual consent.
2. The contractor shall comply with all the statutory provisions related to these services and applicable on the Contractor/ Firm engaged in this business. The successful bidder shall be responsible to fulfil all the statutory provisions of all Labour Laws of the Union as well as State Govt./UT Administration. SAI shall not be responsible for any liability in this regard for any fault of the contractor.
3. The SAI reserve the right to terminate the contract without assigning any reason by giving a notice of 30 days to the contractor.
4. The SAI will deduct Income tax at source under section 194-C of Income Tax from the contractor at the prevailing rates of such sum as income tax on the income comprised therein.
5. The successful bidder has to enter into agreement with SAI as per the Draft Agreement enclosed.
6. The Contractor will maintain the original operating system in the Computers. However, an up- gradation in operating system can be made on chargeable basis with prior permission from concerned authority in SAI.
7. No extra payment, whatsoever, on account of natural calamities or otherwise will be made to the firm except permitted amount under this contract. It shall be the firm's responsibility to ensure the Computers/Printers/Laptops/Peripherals work satisfactorily throughout the period of contract.
8. The maintenance of Computers/Printers/peripherals will cover all parts of Computer (excluding hard disk, key board, mouse switches, cables, etc.) Laser Printers, DeskJet Printers, Dot Matrix Printers, Modem, Scanners, CD Writers (External) and uninterrupted power supply system's etc. The maintenance contract also includes installation of hard disk operating system, formatting of hard disk and removal of virus, loading of software as and when required & replacement of cartridges (to be provided by SAI) within the amount of Comprehensive Annual Maintenance Contract.
9. The rates will be applicable for the entire period of the contract, without any variation on any account, except statutory variations.
10. The employees or staff deployed by the firm at SAI shall not be the employees of SAI for any purpose and only the firm shall be the employer to them. In case of any dispute between the employees of the firm and the firm, SAI will not be party and shall have no responsibility of any kind under any law and shall not be responsible to pay any compensation in any form to such employees, nor SAI will be responsible for providing any employment to any such employees during the currency or after the expiry of the contract.
11. The firm will obtain insurance policy for covering risk under workman compensation etc. in respect of the employee(s) deployed to SAI at its cost.

12. The successful bidder shall not assign any work to any other party or allow any benefit there-under without prior written consent of SAI which shall not be withheld unreasonably.
13. The contractor will carry out all preventatives and corrective maintenance for all the equipments under CAMC. He will also ensure that Preventative Maintenance Services for each computer/peripheral is done at-least once in each quarter by the concerned Engineer and a certificate thereof may be submitted from the user to the Asstt. Director (GAD) for each quarter while claiming payment.
14. The repairs and servicing etc would be carried out in the Stadia premises. However if any work cannot be carried out in the Stadium premise the contractor will be allowed to do so outside with the written permission / approval of the Competent Authority and for this purpose no extra payment will be made. The equipments will be repaired within 03 working days from the date of issue of gate pass.
15. The Contractor shall employ/depute only those technical personal that are possessing recognized degree or diploma from government approved institution in the field of computer hardware, software, etc. Necessary documents in this regard shall be submitted, while entering into agreement.
16. As far as possible, the same team of officials will be assigned the work of SAI so that there is continuing familiarity with the ongoing problems and repairs affected from time to time. In case it is not possible, at-least one technical person will remain as the common member for the purpose of apprising the rest of the fresh team about any related previous experience/ development so as to have optimum efficiency.
17. In case any complaint is received attributable to misconduct/mis-behaviour of contractor's staff, SAI may direct the contractor to have any person removed who is considered undesirable or otherwise.
18. In case of any loss caused to SAI because of mishandling or inept handling of the equipment by the Contractor's employees, SAI shall claim the damage from the contractor. The decision of SAI in this regard shall be final and binding on the contractor.
19. The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.
20. SAI reserves the right to vary the numbers of equipments/items i.e. SAI can increase/decrease the no. of equipments or postpone the maintenance services for particular equipment due to operational conditions or for any other reason and payment shall be made for the period of service only on pro-rata basis.
21. (a) During the course of maintenance contractor shall replace defective spare parts (non consumable) within maximum period of two days. No extra payment what so ever shall be made by SAI. The contractor shall supply genuine spare parts (free of cost) of stipulated quality, with guaranty during the contract period.  
  
(b) The spare parts supplied by the service provider should be brand new/original one and from the reputed manufactures/ sources to ensure satisfactory performance. Used/ repaired spare part will not be accepted. Before using any spare part the same got approved by GAD of SAI. The service provider will ensure that the repairs carried out do not require same repairs again within a reasonable time.
22. The contractor will provide facility management service (FMS) free of cost to SAI which includes lodging of complaint of computer & peripherals under warranty (if required at any time during the currency of contract).
23. The contractor shall ensure that all software installed/to be installed in the computer are in proper working condition legally sustainable, failing which SAI will not be responsible for any legal implications what so ever.
24. The firm will take care of installation of software, formatting of hard disk drive, virus removal and ensuring the proper connectivity of computers and peripherals under the warranty period computers and peripherals.

## **SECTION - VII**

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

#### **1. Application**

The General Conditions of Contract incorporated in Section-VII, Scope of Services under Section V and Special Conditions of Contract as per Section –VI of this document shall be applicable to the Contract.

#### **2 Performance Security**

- 2.1 Within fifteen (15) days of Award by the SAI, the Contractor shall furnish performance security to the SAI, for an amount of Rs. 75,000/- valid up 24 months + two months, i.e. for 26 months from the date of Notification of Award.
- 2.2 The Performance security shall be denominated in Indian Rupees in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in Section VIII (B) of this document in favour of the Secretary, SAI.
- 2.3 The SAI will release the Performance Security to the Contractor without any interest on completion of the all contractual obligations without default and after adjusting damages/losses and recoveries if any.
- 2.4 SAI shall be entitled to forfeit/invoke or otherwise adjust the Performance Security without notice to the bidder, if the bidder fails to perform or commits breach of any of its obligations or the terms and conditions of the Bidding Documents. For the avoidance of doubt, it is clarified that SAI may draw from the Performance Security any costs, expenses, losses, damages or compensation arising out of any such breach/damage or failure.
- 2.5 Bidder agrees that the decision of SAI in respect of any forfeiture/invocation/adjustment of the Performance Security will be final and binding on the Bidder. SAI shall be entitled without any limitation or interference, to forfeit/invoke/adjust the Performance Security, as set out in this Section. Upon forfeiture/invocation/adjustment of the Performance Security as aforesaid, the Bidder shall replenish the Performance Security to their original amounts within 07 days from the date of such forfeiture/invocation/adjustment. In case of any delay or failure in replenishing the Performance Securities as set forth in the foregoing sentence, SAI reserves its rights to terminate the contract without any further notice to the bidder.

#### **3. Scope of work/ services**

The Services to be provided by the Contractor under this contract shall conform to the requirements and responsibilities under scope of services mentioned in Section V of this document.

#### **4. Prices**

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.

#### **5. Taxes & Duties**

The Contractor shall be entirely responsible for payment of all/any type of taxes, etc. to any authority against this contract. Only Service Tax/ GST would be paid extra on actual. Statutory variation in Service Tax/GST will be to the purchaser's account.

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

- 6.1 Payment against the contracted services will be made on quarterly basis, on submission of bills along-with documents mentioned under clause 13 of GCC subject to recoveries/damages, if any



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

6.3 If as a result of post payment audit, any over payment is detected in respect of any bill of contractor under the contract the same shall be recovered by SAI from the contractor.

**7. Termination for default**

The SAI, without prejudice to any other contractual rights and remedies available to it may by written notice of default sent to the Contractor, terminate the contract in whole or in part, if the Contractor fails to perform any or all of the services or fails to perform any other obligation(s) of the contract.

**8. Period of Contract**

Unless otherwise instructed by the SAI, the Contractor shall continue to perform the contract for a period of twenty-four (24) months from the date of commencement of subject services. The contract can be extended by mutual consent up to a maximum period of 12 months at the same rates and terms & conditions based on performance.

**9. Termination for insolvency**

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

**10. Resolution of disputes**

10.1 If dispute or difference of any kind shall arise between the SAI 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.

10.2 If the parties fail to resolve their dispute or difference by such mutual consultations, within twenty-one days of its occurrence, then, either the SAI 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 the SAI 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 Director General, Sports Authority of India. The award of the Arbitrator will be final and binding on the parties to the Contract.

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

**11. Jurisdiction**

The courts at New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this contract between the parties.

**12. Applicable Law**

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

**OTHERS CONDITIONS**

13. (a) The firm shall depute three (03) qualified and competent/experienced resident service Engineer, (01) of whom shall remain present at SAI H.Q., (01) All Stadia situated in Delhi (s) and one (01) at GAD-II, Sports Authority of India, for full day for providing service at different offices of SAI located in Delhi, as and when required, on all working days and on need basis after office hours,/holidays at no additional cost to SAI for using his services at different offices of SAI located in Delhi. Service Engineer shall report to concerned officer of SAI and seek directions for implementation of maintenance schedule. The services engineers shall maintain their attendance. While deputing the service engineer the firm will ensure that the engineer in question is well conversant with day to day faults of the computers/printers/peripherals/laptop over head projector & video conferencing system and is capable of restoring the system immediately to the satisfaction of the concerned users. No TA/DA/Conveyance will be provided by SAI to the service engineer/any other staff provided by the firm to SAI. While claiming payment the agency shall submit the following documents
- (I). Payments shall be made for machines / equipments actually serviced against submission of Quarterly satisfactorily maintenance report from the user.
  - (II). Attendance sheet of the service engineer duly verified by AD (GAD) or his authorised representative.
  - (a) In case service engineer is on leave / absent, the agency will provide his substitute failing which payment of the services engineer for the absent period will be deducted from the bill on pro-rata basis as per minimum wages act.
  - (b) It shall be responsibility of the contractor to ensure that over head projector & video conferencing system are in operational/working condition in all times without any fault and can be used as and when required, . failing which a penalty of Rs. 2000/- per day shall be imposed for each occasion.
14. It will be the responsibility of the successful bidder to ensure that all the Computers and peripherals are in working condition at the end of the Contract duly supported with a certificate from the concerned users. The contractor will not remove any part/spare parts installed during comprehensive maintenance for smooth working of the equipment
- 15 (a) It will be the responsibility of the firm to ensure that all complaints are attended to within 24 hours and spare parts replaced, where required, 48 hours from the date of complaint, so that the work of the concerned user does not suffer, failing which an amount of Rs.500/- (Rupees Five Hundred) per computer/ peripheral/ printer and laptop per day will be recovered from the firm if no satisfactory standby arrangement are made. In any case the computer/ printer/ peripheral would be repaired within 3 working days from the date of complaint by the user failing which the firm would be liable to pay a penalty as indicated above from the date of complaint. The firm will ensure that spare parts so replaced are well covered within guarantee period and in good working condition having standard quality with no extra cost to SAI.
- 15 (b) The contractor shall maintain the log book in this regard. The log book should be submitted on monthly basis to In-charge, GAD duly verified by the concerned Dealing Assistant for supervision and inspection.

**SECTION – VIII  
(A) CONTRACT AGREEMENT**

**This is in continuation to this office’s Notification of Award No. \_\_\_\_\_ dated \_\_\_\_\_**

This Agreement is made on \_\_\_\_\_ at New Delhi between Sports Authority of India (here-in-after called as “SAI”) through which expression includes its successors and permitted assignees) through the Director (GA Division), having its office at Jawaharlal Nehru Stadium, Lodhi Road Complex, New Delhi, as the First Party.

AND

M/s \_\_\_\_\_ having its office, \_\_\_\_\_ through its proprietor Shri \_\_\_\_\_ (here in after called as M/s \_\_\_\_\_ which expression includes its successors and permitted assignees) as the Second Party.

Whereas SAI has awarded to Second Party the contract for \_\_\_\_\_ as per following details:

-  
Contract No. \_\_\_\_\_ Dated – \_\_\_\_\_

1. Name & address of the Contractor \_\_\_\_\_
2. Purchaser’s Bidding Document No. \_\_\_\_\_ dated \_\_\_\_\_, and subsequent Amendment No NIL, dated NIL (if any), issued by the purchaser.
3. Contractor’s Bid No. \_\_\_\_\_ dated \_\_\_\_\_ and subsequent communication(s) dated \_\_\_\_\_ exchanged between the supplier and the purchaser in connection with this Bid.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of the Contract:
  1. Purchaser’s Notification of Award
  2. Price Schedule – Annexure-“A”.
  3. General Conditions of Contract – Annexure – “B”.
  4. Special Condition of Contract – Annexure – “C”.

In witness whereof the parties have set their hands and seals of the day and year mentioned above.

\_\_\_\_\_  
(Signature, name and address  
of the purchaser’s authorised official)  
For and on behalf of Director General

Sports Authority of India \_\_\_\_\_  
[Signature with date, name and designation]  
For and on behalf of Messrs \_\_\_\_\_

1. Witness:  
Name \_\_\_\_\_  
Address \_\_\_\_\_

2. Witness:  
Name \_\_\_\_\_  
Address \_\_\_\_\_

**SECTION – VIII**

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

To,

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

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

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

and Contract No. \_\_\_\_\_

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

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

**PERFORMANCE GUARANTEE No.:** [insert Performance Guarantee number]

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

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

At the request of the *Bidder*

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

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

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

[Signatures of Authorized Representatives]