

BIHAR STATE SPORTS AUTHORITY



**NAME OF WORK: COMPREHENSIVE HOUSEKEEPING, MAINTENANCE AND OPERATION
CONTRACT (FOR 03 YEARS) FOR STADIUMS, OFFICES, HOSTELS AND OTHER ALLIED FACILITIES
AT BIHAR STATE SPORTS AUTHORITY**

RFP No.: BSSA/Tender/23-24/O&M/3

Issued By
Bihar State Sports Authority,
Department of Art, Culture & Youth, Government of Bihar

Address: Patliputra Sports Complex, P.C.Colony, Kankarbagh, Patna, Bihar 800020
Email: dgsportsofficebihar@gmail.com, ContactNo.: 0612-2665510

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ABBREVIATIONS

AGENCY	The successful Bidder for the subject work
BSSA	Bihar State Sports Authority
GoB	Government of Bihar
INR	Indian Rupees
BG	Bank Guarantee
PBG	Performance Bank Guarantee
QCBS	Quality & Cost Based System
RFP	Request for Proposal
LOA	Letter of Award



BIHAR STATE SPORTS AUTHORITY (BSSA),
Government of Bihar
Patliputra Sports Complex, P.C.Colony, Kankarbagh, Patna, Bihar 800020
Email:dgssportsofficebihar@gmail.com,

RFP No.: **BSSA/Tender/23-24/O&M/3** Dated: 20/07/2023

NOTICE INVITING TENDER (NIT)

BSSA invites Bids under two bid-basis, i.e. Technical Bid and Financial Bid from for '**COMPREHENSIVE HOUSEKEEPING, MAINTENANCE AND OPERATION CONTRACT (FOR 03 YEARS) FOR STADIUMS, OFFICES, HOSTELS AND OTHER ALLIED FACILITIES AT BIHAR STATE SPORTS AUTHORITY**' for BIHAR STATE SPORTS AUTHORITY (BSSA).

Bid Document download from the	https://state.bihar.gov.in/yac/ Portal
Date & time of Pre Bid Meeting	07.08.2023, 15:00 hrs
Last Date & Time for submission of Bids	17.08.2023, upto 17:00 hrs.
Technical Bid Opening Date and Time	18.08.2023, at 11:00 hrs.
Bid Submission Address	Bihar State Sports Authority Patliputra Sports Complex, P.C.Colony, Kankarbagh, Patna, Bihar 800020.
Contact Email	0612-2665510 dgssportsbiharoffice@gmail.com

All Bidders are advised to see Amendments to RFP, if any, before submission of the bids. In case the Bidder does not submit the amended bids/amendments, it shall be presumed that Bidder has seen the amendments/Amended bids and bid shall be evaluated accordingly.

In case schedule date of submission / tender opening date are declared as holiday then tender will be submitted/ opened on the very next working day on earlier schedule time.

BSSA reserves the right to cancel the bid at any time or amend/withdraw any of the terms and conditions contained in the Bid Document without assigning any reason thereof.

All the communication to be made in hard copies at the office of
Bihar State Sports Authority
Patliputra Sports Complex, P.C. Colony,
Kankarbagh, Patna, Bihar 800020
Website: <https://state.bihar.gov.in/yac/>,
Email: dgssportsbiharoffice@gmail.com



Pankaj Kumar Raj, I.P.S
Director Cum Secretary
Bihar State Sports Authority
H5V3+WJG, Patliputra Sports Complex,
P. C. Colony, Kankarbagh, Patna, Bihar 800020

A. DETAILED NOTICE INVITING TENDER

Tender is invited under two bid-basis for the work '**COMPREHENSIVE HOUSEKEEPING, MAINTENANCE AND OPERATION CONTRACT (FOR 03 YEARS) FOR STADIUMS, OFFICES, HOSTELS AND OTHER ALLIED FACILITIES AT BIHAR STATE SPORTS AUTHORITY**' under Request for Technical Bid (Hard Copy Submission of Bid under Technical Envelope) and Request for Financial Bid (comprising of price bid Proposal under Commercial Envelope mentioned in the document):

Department Name	BIHAR STATE SPORTS AUTHORITY (BSSA)
Tender Reference No.	BSSA/Tender/23-24/O&M/3
Period of Contract	03 years
Bidding Type	Open
Tender Currency	Indian Rupee (INR)
Joint Venture	Not Applicable
Discounts	Not Applicable
Bid Document Fee	Rs. 25,000/-
Bid Document Fee Payable To:	In form of DD/bankers' cheque/ Pay Order in favour of "Bihar State Sports Authority" Payable at Patna. Note: The bid/Tender not accompanied with Tender fee shall not be considered and their technical and price bid will not be opened.
Bid Security/ EMD (INR) :	Rs. 12,50,000/-
Bid Security/EMD (INR) Payable To:	In form of DD/bankers' cheque/ Pay Order in favour of "Bihar State Sports Authority" Payable at Patna. In case of Micro and Small Enterprise (MSEs) holding valid certificate issue by any agencies/organization under the Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender/appropriate category shall become eligible for exemption from payment of only EMD . Such bidder shall submit the scanned copy of valid certificate with the Bid.
Bid Document Downloading End Date and Time	17.08.2023 , upto 14:00 hrs.
Date & time of Pre Bid Meeting	07.08.2023, 15:00 hrs
Place of Pre-Bid Meeting	Bihar State Sports Authority-Patliputra Sports Complex, P.C.Colony, Kankarbagh, Patna, Bihar-800020
Last Date & Time for submission of Bids	17.08.2023, upto 17:00 hrs.
Estimated Amount of Tender	Rs. 2,50,00,000 /-
Bid Validity Period	120 Days
Remarks	In form of DD/bankers' cheque/ Pay Order in favour of "Bihar State Sports Authority" Payable at Patna The bid/tender shall be accompanied by Bank Guarantee of Nationalized/scheduled bank (except Co-operative Bank) having its branch at Patna towards Bid Security (EMD) in prescribed format. The bid/Tender not accompanied with Tender fee and EMD shall not be considered and their technical and price bid will not be opened. In case of Micro and Small Enterprise (MSEs) holding valid certificate issue by any agencies/organization under the Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender/appropriate category shall become eligible for exemption from payment of only EMD. Such bidder shall submit the scanned copy of valid certificate with the bid.

Technical Bid Opening Date and Time	18.08.2023, at 11:00 hrs.
Commercial Bid (price bid) Opening Date	Will be intimated to the technically qualified bidders
Documents required to be submitted.	a. EMD & Tender fee b. Documents required under Clause No. C.1.
Officer Inviting Bids	Director cum Secretary, Bihar State Sports Authority (BSSA)
Tender Inviting Authority	
Address	Bihar State Sports Authority-Patliputra Sports Complex, P.C.Colony, Kankarbagh, Patna, Bihar800020.
Contact Email	0612-2665510 dgsportsbiharoffice@gmail.com
Method of Selection	Lowest Evaluated Bid (L1)
Tender Documents on Website	URL for tender https://state.bihar.gov.in/yac/

B. INSTRUCTIONS TO BIDDERS

1. **Cost of Bid:** The bidder shall bear all costs associated with the preparation and submission of bid and BSSA in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
2. All bidders are required to pay Bid Document Fee as per the details mentioned in Detailed Notice Inviting Tender. The fees are Non-Refundable and payable along with the Technical Proposal.
3. All bidders are required to pay EMD/Bid Security as per the details mentioned in Detailed Notice Inviting Tender.
 - a. The EMD/Bid Security shall be returnable no later than 90 days from the Bid Validity Date except in the case of the Selected Bidder whose EMD/Bid Security shall be retained.
 - b. The Authority shall be entitled to forfeit the EMD/Bid Security as Damages inter alia in any of the events specified herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP, no relaxation of any kind on EMD/Bid Security shall be given to any Bidder.
4. The bidder is expected to examine all instructions, forms, terms and conditions in the RFP document. Failure to furnish all information required by the RFP document or submission of a tender not substantially responsive to the RFP document in every respect will be at the bidder's risk and may result in rejection of the bid.
5. The bidder shall not make or cause to be made by any alternation, erasure, or obliteration to the text of the RFP document.
6. Any privately held company or LLP is allowed to submit its bid for the RFP. The bidder shall be a Single Entity; a Joint Venture/Consortium/Sub-Contracting of entities is not allowed.
7. **Preparation of Bids**
 - 7.1 **Language:** Bids and all accompanying documents shall be in the English language. In case any accompanying materials are in other languages, an English Translation shall accompany it. The English version shall prevail in matters of interpretation.
 - 7.2 **Form of Bid:** The form of a bid shall be completed in all respects and duly signed and stamped by an authorized representative of the Bidder. Relevant power of attorney for signing the bid should be attached.
 - 7.3 **Currencies of Bid and Payment:** The bidder shall submit his financial bid in Indian National Rupee (INR / Rs.), and payment under this contract will be made in Indian National Rupee (INR / Rs.).
8. **Clarifications by Bidders**
 - 8.1 Bidders requiring any clarification on the RFP document may contact the Procurement Division of the BSSA in writing by e-mail (in Word format) at dgsportsbiharoffice@gmail.com within

such date as specified in the Schedule of Bidding Process set out in the Detailed Notice Inviting Tender.

- 8.2 All correspondence for clarifications should be submitted as per the format attached at '**Annexure-A**' to the following address in writing by Mail/ post/courier:

Director cum Secretary
Bihar State Sports Authority
Patliputra Sports Complex, P.C. Colony,
Kankarbagh, Patna, Bihar 800020
Website: <https://state.bihar.gov.in/yac/>,
Email: dgsportsbiharoffice@gmail.com

- 8.3 BSSA shall endeavour to respond to the queries raised or clarifications sought by the Bidders. To be fair to all prospective bidders, the responses to queries shall be uploaded on the tender website. However, BSSA reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this clause shall be construed, taken or read as compelling or requiring BSSA to respond to any query or to provide any clarification.
- 8.4 At any time prior to the Bid Submission Due Date, BSSA may, for any reason, whether at its own initiative or in response to clarifications requested by Bidder(s), modify the RFP document by way of issue of Addendum/Corrigendum/Clarifications. Any Addendum/ Corrigendum/ Clarifications thus issued shall be uploaded on the website (<https://state.bihar.gov.in/yac/>).

9. Pre-Bid Meeting

- 9.1 To clarify and discuss issues with respect to the Project and the RFP Document, a Pre- Bid meeting ("Pre-Bid Meeting") will be held as per the details provided in point 14 of Detailed Notice Inviting Tender.
- 9.2 Prior to the Pre-Bid meeting, the Bidders may submit a list of queries and proposed suggestions in the word format as per '**Annexure-A**,' if any, to the RFP requirements and also send the same through Email.
- 9.3 Bidders' representatives attending the Proposal opening shall bring an authorization letter from the Bidder.
- 9.4 In case of any change in the schedule of the Pre-Bid Meeting, the same will be communicated to Bidders through the tender website (<https://state.bihar.gov.in/yac/>).
- 9.5 Attendance of the Bidders at the Pre-Bid Meeting is not mandatory. BSSA will endeavour to respond to all queries received by the scheduled date as per point 14 of Detailed Notice Inviting Tender from all Bidders, irrespective of attendance of the Bidder in the Pre-Bid Meeting.
- 9.6 The text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be uploaded online on <https://state.bihar.gov.in/yac/>. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum. It is the bidder's responsibility to check on the website, for any addendum/ amendment/ corrigendum on the bidding document.

10. Format and Signing of Bid

- 10.1 The documents comprising the bid shall be typed, and all pages of the bid shall be signed by a person duly authorised to sign on behalf of the bidder.
- 10.2 The bid shall contain no alternations, omissions, or additions except those to comply with an instruction issued by BSSA or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed by the person signing the bid.
- 10.3 **The proposal shall be properly bound, indexed, and serially numbered.**

11. Submission of Bids

- 11.1 The bidder shall submit their offer under two bid-basis, i.e. **Technical Bid** (One Original hard copy

and One Soft Copy in a pen drive) shall be enclosed in one sealed envelope super scribed 'Technical Proposal (Name of the Bidding Entity) - RFP for COMPREHENSIVE HOUSEKEEPING, MAINTENANCE AND OPERATION CONTRACT (FOR 03 YEARS) FOR STADIUMS, OFFICES, HOSTELS AND OTHER ALLIED FACILITIES AT BIHAR STATE SPORTS AUTHORITY'.

The **Financial Bid** shall be submitted in another sealed envelope super scribed 'Financial Proposal (Name of the Bidding Entity) - RFP for COMPREHENSIVE HOUSEKEEPING, MAINTENANCE AND OPERATION CONTRACT (FOR 03 YEARS) FOR STADIUMS, OFFICES, HOSTELS AND OTHER ALLIED FACILITIES AT BIHAR STATE SPORTS AUTHORITY'.

The sealed envelope of Technical and Financial Proposal should reach the address "Bihar State Sports Authority, Patliputra Sports Complex, P.C. Colony, Kankarbagh, Patna, Bihar 800020" **on or before Bid Submission Due Date & Time**. The Bids that are submitted beyond the stipulated date and time under any circumstances whatsoever will not be considered.

12. Late and Delayed Bids:

- 12.1 Bids must be received no later than the date and time stipulated in the RFP document. BSSA may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of BSSA and the bidder will be the same.
- 12.2 Any bid received by BSSA after the deadline for submission of bids, as stipulated above, shall not be considered.

13. Opening and Evaluation of Technical Bid

- 13.1 Technical Bids will be opened in the presence of the bidders' representatives who choose to attend at the appointed place and time.
- 13.2 The Technical Bid of the bidder would be evaluated as per the evaluation criteria set out in the RFP document. Bids will be evaluated based on the information submitted by the bidders. However, BSSA reserves the right to seek clarification/documents from the bidders, if BSSA considers it necessary for proper assessment of the bid.

14. Opening of Financial Bid and Final Evaluation

- 14.1 The Financial Bids of the technically qualified bidders shall be opened in the presence of such bidders' representatives who choose to attend.
- 14.2 The selection of the bidder shall be based on the Lowest Price Quoted by the Technically Qualified Bidders.

15. Right to accept any Bid and to reject any or all bids

- 15.1 BSSA is not bound to accept the lowest bid or any bid and may at any time by giving notice in writing terminate the tendering process.
- 15.2 BSSA may terminate the contract/cancel the LOA if it is found that the bidder is blacklisted on previous occasions by any of the central/state government/ ministry/department/institutions/local bodies/municipalities/PSUs, etc.
- 15.3 BSSA may also terminate the contract/cancel the LOA in the event the Lowest Evaluated Bidder fails to furnish the performance security or fails to execute the agreement.

16. Award of Contract

- 16.1 BSSA will award the contract to the Lowest Evaluated Bidder to perform the contract satisfactorily as per the terms and conditions incorporated in the RFP document.
- 16.2 BSSA will communicate the outcome to the Lowest Evaluated Bidder by mail confirmed by

letter transmitted by registered/speed post that its bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Award") shall prescribe the amount which BSSA will pay to the Lowest Evaluated Bidder in consideration of the execution of work/services by them as prescribed in the contract.

- 16.3 The Lowest Evaluated Bidder will be required to commence the assignment at the earliest, as communicated by BSSA in this regard.
- 16.4 The Lowest Evaluated Bidder will be required to execute the contract for the services within a period of fifteen (15) days from the date of issue of Letter of Award.

17. Performance Security

- 17.1 The Lowest Evaluated Bidder shall submit performance guarantee of 5% of acceptable value within 15 days of letter of acceptance which can be extended by 7 days on written request of the contractor. This guarantee can also be in the form of Account Payee Demand Draft, **Govt. Securities or fixed deposit receipt** of any scheduled bank, guarantee bonds of any scheduled bank (except Co-operative Bank). The format for BG for Performance Security is provided at **Annexure-X**.
- 17.2 If tenderer fails to submit performance guarantee within the extended period of 22 days, his Bid Security/EMD (Earnest Money Deposit) shall be forfeited in full and further he shall be liable to be debarred for participating in fresh tenders for three (03) years by temporarily suspending his Registration. The Director General shall issue all such notices/ orders on receipt of written proposal from the Director, BSSA.
- 17.3 Notwithstanding the suspension order, the Lowest Evaluated Bidder shall complete the other works already awarded to him within stipulated period & after expiry of suspension period review of temporary suspension of registration can be considered provided satisfactory completion of works in hand is done.

C. QUALIFICATION AND EVALUATION CRITERIA:

1. Pre-qualification Criteria:

1.1. The Tenders shall fulfil the following pre-qualification criteria:

Sr. No.	Particulars	Supporting Documents
1.	Average annual financial turnover during the last three years ending 31 st March of the previous financial year should be Rs. 5.00 Crore.	The average annual financial turnover certificate should be issued by any Chartered Accountant.
2.	Experience of having successfully completed similar works during last 07 years ending last day of month of previous to the one in which applications are invited should be either of the following: (i) Three similar completed works each costing not less than the amount equal to Rs. 1.00 Crore. (ii) Two similar completed works each costing not less than the amount equal to Rs. 1.25 Crore. (iii) One similar completed works costing not less than the amount equal to Rs. 2.5 Crore.	(a) A copy of the completion certificate in respect of the successfully completed similar work. The completion certificate should invariably mention the reference number, work order, the date of completion of work and amount of work done. (b) A copy of work order should also be submitted for which the bidder is submitted the completion certificate.
3.	Definition of Similar work	Similar work means " Maintenance, operation and housekeeping of large office building/educational institutional/ hospitals /sports complex/ exhibition centres at Government/ Semi Government / PSU / Organization of National /international importance ".

1.2. The bidder shall forward the following documents/Forms with their bid:

- 1.2.1.1. **Tender Fee Receipt:** Tender Fee of **Rs.25,000/-** to be remitted in the form of DD/bankers' cheque/ Pay Order in favour of "Director cum Secretary, Bihar State Sports Authority" payable at Patna.
- 1.2.1.2. **Bid Security/EMD Receipt:** Bid Security/EMD of **Rs. 15,00,000/-** to be deposited in the form of DD/bankers' cheque/ Pay Order in favour of "Director cum Secretary, Bihar State Sports Authority" payable at Patna.
In case of Micro and Small Enterprise (MSEs) holding valid certificate issue by any agencies/organization under the Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender/appropriate category shall become eligible for exemption from payment of EMD. Such bidder shall submit the scanned copy of valid certificate in preliminary Bid (i.e. Tender Fee and EMD).
- 1.2.1.3. **Average Annual Financial Turnover:** Average annual financial turnover duly attested by any Chartered Accountant.
- 1.2.1.4. **Work Order:** Work Order at par with the monetary limit and specification as mentioned under clause no. 2.4.1 above.
- 1.2.1.5. **Completion Certificate:** Completion certificate for similar work order as mentioned under clause no. 2.4.1 above.
- 1.2.1.6. **TDS Certificate:** TDS [Tax Deducted at Source] Certificate towards Tax deducted against similar work as mentioned under clause no. 2.4.1.
- 1.2.1.7. **PAN Card:** Scanned copy of PAN Card.
- 1.2.1.8. **GST Registration:** Scanned copy of GST Registration.
- 1.2.1.9. **PF Certificate:** Scanned copy of PF Certificate.
- 1.2.1.10. **Status of Firm:** Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
- 1.2.1.11. **Details of Firm:** Annexure-IV duly filled-in to be submitted.
- 1.2.1.12. **Specimen of Application:** To be executed on Letter Head of Bidder as per Annexure-I towards "an undertaking that they will comply to the specifications of the work including terms and conditions in total without any deviation" and "A certificate by the bidder that they have not been banned/black-listed by any Government Agency".
- 1.2.1.13. **Details of Finance Stability:** Annexure-V duly filled-in to be submitted.
- 1.2.1.14. **Letter of Authority for submission of Bid:** Power of Attorney [duly accompanied by resolution of the firm in case of company] authorizing for submission of bid in non-judicial stamp paper as per Annexure-II.
- 1.2.1.15. **Financial Standing:** Report of Financial Standing of bidder such as balance sheet, Profit and Loss Statement and auditor's report for past three years.
- 1.2.1.16. **Undertaking in support of credentials:** Bidder should give an undertaking on Letter Head of Bidder duly stating that the documents submitted in support of credentials are genuine and BSSA is at liberty to take any action against the bidder, if the said documents are found to be non-genuine.
- 1.2.1.17. **Similar Works Experience:** A statement showing similar works as defined in the Tender Documents during last 07 years as per Annexure-VI.
- 1.2.1.18. **Bank Payment Agreement Form:** To be executed on Letter Head of Bidder duly attested by respective Bank of the Bidder as per Annexure-VII.

D. TERMS OF REFERENCE

1. Scope of Work

Sr. No.	Description of Work	Manpower to be deployed (no. of person required)	Details of Work
1	Housekeeping	30	Cleaning and Maintaining buildings, toilet, campus, Campus Road, drainage, sewer, garden, Stadiums (both indoor and outdoor) and other related works.
2	Plumbing	3	To maintain the regular water supply and sanitary system of all buildings (internal and external) including external drainage system

			and other related works.
3	Electrical Work	3	Maintenance of all electrical fitting, fixture and LT/HT panel, AC and transformer bus-ducts system installed in the building and other related works.
4	Service Substation	2	Operation and maintenance of DG (Generators), Transformers, CCTV and other related works.
5	Gardening and horticulture	3	Maintenance of Garden, allied works related to Gardening and Horticulture.
6	Fire Fighting system	3	Operation and maintenance of Fire Fighting System and other related works.
7	RO	1	Operation and Maintenance of ROs installed in the complex.
8	Pest Control	1	Pest control for all type of insects & reptiles etc.
9	For Others Works	2	Minor repairs and other related works (Leakage, duct cleaning and other as required), Paints, tools and tackles etc are on party's account.

Note: Other than above mentioned works, the successful bidder needs to carry out all the works assigned by BSSA time to time.

2. Details of Staff

The profile of staff personnel to be deployed as mentioned below shall be statutory requirement as per IE rules 1956.

Category	Number Of person	Experience (minimum in years)	Age (years) maximum
Site Supervisor	1	5	45
Asst to Supervisor	2	5	35
All the members of the maintenance team coming for the maintenance of the Sports Complex should possess the required valid trade certificate and the same to be submitted to Competent Authority.			
Seal & Sing of Contractor		Director cum Secretary	

3. Complaint Register

Sr. No.	Date	Nature of Complaint	Name and Signature of Complainant	Date of attending the Complaint	Date of Rectification the same	The details of the work done(if any parts are replaced, the same may also be mentioned)
1	2	3	4	5	6	7

Seal & Sing of Contractor

Director cum Secretary

4. Maintenance Timings

Sr. No.	Description	Time period to rectify the defect from the intimation to the party by Director cum Secretary
1.	Major Maintenance response time	Min 03 hours
2.	Major Maintenance attending time	Max 08 hours

5. Time Schedule

The Contract will be for a period of **03 years** which shall be effective from the date of commencement as mentioned in the Work Order.

E. LIST OF ANNEXURES

S.No	Description	Annexure Reference	Submission
1.	Format of Pre-Bid Queries	Annexure - A	For Pre-Bid Queries
2.	Tender Submission Letter	Annexure - I	Technical Proposal
3.	Bidder's Authorization Certificate	Annexure - II	
4.	Performa for Affidavit	Annexure - III	
5.	Information on Bidder's Organization	Annexure - IV	
6.	Format for Financial Capacity	Annexure - V	
7.	Relevant Experience & Approach and Methodology	Annexure - VI	
8.	Bank Payment Agreement Form	Annexure - VII	
9.	Format of Financial Bid Letter	Annexure - VIII	
10.	Draft form of contract	Annexure – IX	
11.	Form of Bank Guarantee for Performance Security	Annexure – X	For the Selected Bidder

F. CHECKLIST FOR TECHNICAL PROPOSAL

S. No	Description	Reference
1.	Tender Submission Letter	Annexure - I
2.	Bidder's Authorization Certificate	Annexure - II
3.	Performa for Affidavit	Annexure - III
4.	Information on Bidder's Organisation Supporting documents such as: <ul style="list-style-type: none"> • Certificate of Incorporation • GST Registration • PAN • TAN • Power of Attorney 	Annexure - IV
5.	Format for Financial Capacity	Annexure - V
6.	Relevant Experience & Approach and Methodology	Annexure – VI
7.	Bank Payment Agreement Form	Annexure - VII
8.	Bid Document Fee – INR 25,000/-	Detailed Notice Inviting Tender
9.	Bid Security/Earnest Money Deposit (EMD) – INR	

15,00,000/-
In case of Micro and Small Enterprise (MSES) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of EMD. Such bidder shall submit the scanned copy of valid certificate in preliminary bid (i.e. EMD).

Note: The checklist must be submitted along with the Technical Proposal.

G. CHECKLIST FOR FINANCIAL PROPOSAL

S. No	Description	Remarks
1.	Format of Financial Bid Letter (Annexure – VIII)	To be submitted during Financial Bid opening
2.	BOQ	Excel to be uploaded

Annexure-A

Format of Pre-Bid Queries

To

Director cum Secretary
Bihar State Sports Authority
Patliputra Sports Complex, P.C. Colony,
Kankarbagh, Patna, Bihar 800020

Sub: COMPREHENSIVE HOUSEKEEPING, MAINTENANCE AND OPERATION CONTRACT (FOR 03 YEARS) FOR STADIUMS, OFFICES, HOSTELS AND OTHER ALLIED FACILITIES AT BIHAR STATE SPORTS AUTHORITY

Ref: RFP No.

Dear ...

The following are the Clarifications and Comments from the Terms and Conditions and Scope of Work for the subject RFP. These Clarifications are exhaustive.

S.No.	Clause No. and Page reference	RFP text	Query
1			
2			
...			

Yours faithfully,

Authorized Signatory
(with Name, Designation, Contact no. and Seal)

Note:
On the Letterhead of the Bidder.



Annexure-I

Tender Submission Letter

To

Director cum Secretary
Bihar State Sports Authority
Patliputra Sports Complex, P.C. Colony,
Kankarbagh, Patna, Bihar 800020

Sub: COMPREHENSIVE HOUSEKEEPING, MAINTENANCE AND OPERATION CONTRACT
(FOR 03 YEARS) FOR STADIUMS, OFFICES, HOSTELS AND OTHER ALLIED FACILITIES AT
BIHAR STATE SPORTS AUTHORITY

Ref: RFP No.

I/ We, the undersigned, offer to provide the above services to BSSA. We are hereby submitting our bid, in a sealed envelope.

I/We, hereby declare that:

- (a) We are enclosing and submitting herewith our Bid, with the details as per the requirements of the tender, for your evaluation and consideration.
- (b) I/We have read carefully the terms and conditions of the tender document attached hereto and hereby agree to abide by the said terms and conditions.
- (c) The bid is unconditional.
- (d) I/We undertake that documents submitted are genuine/authentic and nothing material has been concealed. I/We understand that the contract is liable to be cancelled, if it is found to be having obtained, through fraudulent means/concealment of information.
- (e) We shall make available to the BSSA any additional information it may find necessary or require to clarify, supplement or authenticate the Bid.
- (f) Until a formal agreement is prepared and executed, acceptance of this tender document shall constitute a binding contract between BSSA and us subject to the modifications, as may be mutually agreed to, between BSSA and us.
- (g) We agree to keep this bid valid for acceptance for a period of one hundred eighty (180) days from the date of opening the bid.
- (h) We also declare that, our firm has not been banned/black-listed by any Government or PSUs.
- (i) We also give an undertaking that, we have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the Penal Code Act in connection with the bid.

We understand that the BSSA is not bound to accept any tender that the BSSA. receives.

Yours faithfully,

Authorised Signatory
(with Name, Designation, Contact no. and Seal)
Note: On the Letterhead of the Bidder.

Annexure-II

Bidder's Authorization Certificate

To

Director cum Secretary
Bihar State Sports Authority
Patliputra Sports Complex, P.C. Colony,
Kankarbagh, Patna, Bihar 800020

Sub: COMPREHENSIVE HOUSEKEEPING, MAINTENANCE AND OPERATION CONTRACT
(FOR 03 YEARS) FOR STADIUMS, OFFICES, HOSTELS AND OTHER ALLIED FACILITIES AT
BIHAR STATE SPORTS AUTHORITY

Ref: RFP No.

Dear

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorised to sign relevant documents on behalf of the company/ firm in dealing with tender No. _____ datedHe/ She is also authorised to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Verified Signature: -

Seal of the Organisation: -

Date: -

Place: -

Note: Please attach the valid power of attorney in favour of the person signing this authorisation letter.



Annexure-III

Performa for Affidavit
(on non-judicial stamp paper of Rs. 100/-)

I _____ Proprietor/Director/Partner of the firm M/s. _____ do hereby solemnly affirm that our firm M/s. _____ has never been blacklisted/debarred by any organization/office and there has not been any work cancelled against them by any Employer for poor performance in the last ten years reckoned from the date of invitation of Bid.

.....
Name of the Bidder

.....
Signature of the Authorised Signatory

.....
Name of the Authorised Signatory

Place: _____

Date: _____



Annexure-IV

Information on Bidder's Organisation

S.No.	Particulars	Details
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Incorporation status of the Bidder (Company or Firm) (Relevant Certificate to be submitted in Technical Bid)	
4.	Year of Establishment	
5.	Valid GST Registration No. (Copy of certificate to be submitted)	
6.	Permanent Account No. (PAN) (Copy of PAN Card to be submitted)	
7.	Name and Designation of the contact person to whom all references shall be made regarding this Bid	
8.	Telephone No. (with STD Code)	
9.	E-mail id of the Contact Person	
10.	Fax No. (with STD Code)	
11.	Website (if any)	

.....
Name of the Bidder

.....
Signature of the Authorised Signatory

.....
Name of the Authorised Signatory

Place: _____
Date: _____

Note: Please attach relevant documents like Power of Attorney, Certificate of Incorporation, GST IN, TAN, PAN.



Annexure-V

Format for Financial Capacity

Financial Year	Annual Turnover
2020-21	
2021-22	
2022-23	

Note: All figures quoted above shall be substantiated by attaching the copy of Audited Annual Reports or a certificate from a Chartered Accountant.



Annexure-VI

Relevant Experience & Approach and Methodology Section 1: Relevant Experience in Similar Assignments

Relevant experience should include: **COMPREHENSIVE HOUSEKEEPING, MAINTENANCE AND OPERATION CONTRACT (FOR 03 YEARS) FOR STADIUMS, OFFICES, HOSTELS AND OTHER ALLIED FACILITIES** (both for private and government).

S. No	Description of Project / Scope of the work	Contract Duration (Start: MM/YY End: MM/YY)	Name & address of the Client	Total Value of the Contract (INR)	Number of Core Team staff provided (if any)	Number of Professional Staff managed under the contract	Evidence attached (Work Orders/ Completion Certificate/ Contract/ etc.)
1.							
2.							
3.							
4.							
5.							

Supporting documents such as copies of documents as stipulated in the **Eligibility Criteria** to be attached. Assignments that are not supported by documentary evidence shall not be considered for evaluation.

Annexure-VII

**Bank Payment Agreement Form
(to be executed on bidder's letter head)**

- a. Name of Party :
- b. Account No. :
- c. Branch Name :
- d. Branch Station :
- e. IFSC code of the bank :
- f. Contact Number of Bank :
- g. Type of Account : Saving / Current
- h. MICR code :
- i. Accepted for : NEFT payment or RTGS payment

Declaration by the party:

I/We hereby declare that the above information furnished by me is correct and BSSA is requested to pay my/our dues to this account for this work is concerned.

Signature of the party with the seal

Declaration by the bank

It is hereby informed that the details mentioned by the party is correct as per our records and any payment made by BSSA to this account will be accepted either by RTGS/NEFT.

Signature of the Bank Manager with the seal



Annexure-VIII

Format of Financial Bid Letter

To

Director cum Secretary
Bihar State Sports Authority
Patliputra Sports Complex, P.C. Colony,
Kankarbagh, Patna, Bihar 800020

Sub: COMPREHENSIVE HOUSEKEEPING, MAINTENANCE AND OPERATION CONTRACT
(FOR 03 YEARS) FOR STADIUMS, OFFICES, HOSTELS AND OTHER ALLIED FACILITIES AT
BIHAR STATE SPORTS AUTHORITY

Ref: RFP No.

Dear

Having examined the Bidding Document placed along with tender, we, the undersigned, offer to provide the above services in conformity with the said RFP document and we herewith submit our Financial Bid.

We offer to provide the Services for the sum of **Rs.....(Rupees.....)** excluding **of all applicable taxes** in accordance with the Price quoted as part of Financial Bid attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to provide Performance Bank Guarantee for the above purpose within the stipulated time schedule.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by BSSA upto the period prescribed in the Bid which shall remain binding upon us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India.

We have complied with all the terms and conditions of the RFP. We understand and accept that you are not bound to accept the lowest or any Bid you may receive.

Dated thisDay of 2021.

.....
Name of the Bidder

.....
Signature of the Authorised Signatory

.....
Name of the Authorised Signatory

Place: _____



Financial Bid

BILL OF QUANTITIES (BOQ)

COMPREHENSIVE HOUSEKEEPING, MAINTENANCE AND OPERATION CONTRACT (FOR 03 YEARS)
FOR STADIUMS, OFFICES, HOSTELS AND OTHER ALLIED FACILITIES AT BIHAR STATE SPORTS
AUTHORITY

Sr. No.	Description	Unit	Qty.	Rate	Amount including all taxes
1.	Comprehensive Housekeeping, Maintenance and Operation Contract (for 03 years) For Stadiums, Offices, Hostels and other allied facilities at Bihar State Sports Authority	Lump Sum	1		
Total					
Amount in words					



Annexure-IX

DRAFT FORM OF CONTRACT

CONTRACT

for

**COMPREHENSIVE HOUSEKEEPING, MAINTENANCE AND OPERATION CONTRACT (FOR 03
YEARS) FOR STADIUMS, OFFICES, HOSTELS AND OTHER ALLIED FACILITIES AT BIHAR
STATE SPORTS AUTHORITY**

Contract No.

Between

BSSA, GoB

and

XXXXXX

Dated: XX XXXXX 2023



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I. CONTRACT

This CONTRACT (hereinafter called the "Contract") is made on XXXXXX 2021, between Bihar State Sports Authority, GoB (hereinafter called the "Employer"), of the First Part and, XXXXXXXXXXXXXXXX (hereinafter called the "Agency") of the Second Part.

WHEREAS

- (a) the AGENCY, having represented to the "Employer" that he has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this contract;
- (b) the "Employer" has accepted the offer of the AGENCY to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices:
 - Appendix A: Description of Services
 - Appendix B: Reporting Requirements
 - Appendix C: Staffing schedule
 - Appendix D: Cost Estimates
 - Appendix E: Duties of the "Employer"
 - Appendix F: Performance Bank Guarantee
2. The mutual rights and obligations of the "Employer" and the AGENCY shall be as set forth in the Contract, in particular:
 - (a) the AGENCY shall carry out and complete the Services in accordance with the provisions of the Contract; and
 - (b) the "Employer" shall make payments to the AGENCY in accordance with the provisions of the Contract.

Request for Proposal (RFP) Document, pre-bid clarifications if any and financial proposal shall form part of this contract agreement.

IN WITNESS WHEREOF, the Parties hereto have signed in their respective names as of the day and year first above written.

For and on behalf of	For and on behalf of XXXXXXXXXXXXXXXX
_____	_____
Designation	Designation



Witness 1.	Witness 1.
---------------	---------------

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1. Definitions Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
- (b) "AGENCY" means {Name of Agency} that will provide the Services to the "Employer" under the Contract.
- (c) "Contract" means the contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) "Day" means calendar day.
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) "Foreign Currency" means any currency other than the currency of the "Employer's" country.
- (g) "GC" means these General Conditions of Contract.
- (h) "Government" means the Government of Bihar
- (i) "Local Currency" means Indian Rupees.
- (j) "Party" means the "Employer" or the AGENCY, as the case may be, and "Parties" means both of them.
- (k) "Personnel" means professional services provided by the AGENCY assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country; and "Key Personnel" means the Personnel referred to in Clause GC 4.2(a).
- (l) "Reimbursable expenses" means all assignment-related costs as admissible to be reimbursed [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
- (m) "SC" means the Special Conditions of Contract by which the GC as may be amended or supplemented with the approval of the parties.
- (n) "Services" means the work to be performed by the AGENCY pursuant to this Contract, as described in Appendix A hereto.
- (o) "Sub-AGENCYs" means any person or entity to whom/which the AGENCY subcontracts any part of the Services, with the approval of the Employer. **(Sub-Contracting is NOT ALLOWED)**



- (p) "Third Party" means any person or entity other than the "Employer", or the AGENCY.
- (q) "In writing" means communicated in written form.

1.2. Relationship Between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Employer" and the AGENCY. The AGENCY, subject to this Contract, has complete charge of Personnel and Sub-Contractors, if any, performing the Services and shall be fully responsible and accountable for the Services performed by them or on their behalf hereunder.

For the limited purpose of purchasing materials and engaging the services of the Third Parties, which are necessary for providing the Services under this Agreement, Employer hereby appoints AGENCY as its Limited Agent.

Save and except for the "Limited Agency" created under this Agreement, AGENCY agrees that it is an independent Party and that neither party is the legal representatives of the other and further, AGENCY Personnel and other Third Party engaged to perform Services under this Agreement are not the employees of Employer.

- 1.3. **Law Governing Contract:** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.
- 1.4. **Headings:** The headings shall not limit, alter or affect the meaning of this Contract.
- 1.5. **Notices**
 - 1.5.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.
 - 1.5.2. A Party may change its address for notice, hereunder by giving the other Party sufficient time in notice in writing of such change to the address specified in the SC.
- 1.6. **Location:** The Services shall be performed mostly in Bihar and where the location of a particular task is not so specified, at such locations, as the "Employer" may approve.
- 1.7. **Authorized Representatives:** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the "Employer" or the AGENCY may be taken or executed by the officials specified in the SC.
- 1.8. **Taxes and Duties:** The AGENCY, shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.
- 1.9. **Fraud and Corruption**



1.9.1. Definitions: It is the Employer's policy to require that Employer as well as AGENCYs observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) "collusive practices" means a scheme or arrangement between two or more AGENCYs, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract

1.9.2. Measures to be taken by the Employer

- a) The Employer may terminate the contract if it determines at any time that representatives of the AGENCY were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the AGENCY having taken timely and appropriate action satisfactory to the Employer to remedy the situation;
- b) The Employer may also issue sanction against the AGENCY, including declaring the AGENCY ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the AGENCY has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract;

1.9.3. Commissions and Fees

At the time of execution of the Contract, the Consult shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effective Date for Commencement of Contract: This Contract shall come into force and effect on the date (the "Effective Date") of the "Employer's notice to the AGENCY instructing the AGENCY "to begin carrying out the Services. This notice shall confirm that the conditions precedent and effective conditions, if any, listed in the SC have been met and/or shall be complied within the given time.

2.2 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period, after the date of the Contract signed by the Parties as specified in the SC, the Employer may, by not less than twenty-one (21) days written notice to the AGENCY, declare this Contract to be null and void, and in the event of such a declaration by the Employer, neither Party shall have any claim against the other Party with respect thereto.

2.3 Commencement of Services: The AGENCY shall begin carrying out the Services not later than the number of days, after the Effective Date specified in the SC.

2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.5 Entire Agreement: This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6 Modifications or Variations:

- a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

2.7 Force Majeure

2.7.1 Definition

- a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-AGENCYs or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.



2.7.2 No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken:

- a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the AGENCY, upon instructions by the "Employer", shall either:
 - (i) demobilize, or
 - (ii) continue with the Services to the extent possible, in which case the AGENCY shall continue to be paid proportionately and on prorated basis, under the terms of this Contract.
- e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 Suspension

The "Employer" may, by written notice of suspension to the AGENCY, suspend all payments to the AGENCY hereunder if the AGENCY fails to perform any of its obligations under this Contract or as instructed by the "Employer".

2.9 Termination

2.9.1.1 By the "Employer": The "Employer" may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (i) of this Clause.

- a) If the AGENCY fails to respond to a notice of suspension pursuant to Clause GC 2.8 hereinabove.
- b) If the AGENCY becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.
- c) If the AGENCY fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- d) If the AGENCY, on due investigation and in the judgement of the "Employer", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.



- e) If the AGENCY submits to the "Employer" a false statement which has a material effect on the rights, obligations or interests of the "Employer".
- f) If the AGENCY places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- g) If the AGENCY fails to provide the quality services as envisaged under this Contract. The Employer may review at its discretion if so decide to give one chance to the AGENCY to improve the quality of the services.
- h) If, as the result of Force Majeure, the AGENCY is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- i) If the "Employer", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.2 In such an occurrence as aforesaid the "Employer" shall give a not less than fifteen (15) days' written notice of termination to the AGENCY.

2.9.2 By the AGENCY:

The AGENCY may terminate this Contract, by not less than thirty (30) days' written notice to the "Employer", in case of the occurrence of the event specified herein under in clause (a):

- a) If the "Employer" fails to pay any money due to the AGENCY pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within sixty (60) days after receiving written notice from the AGENCY that such payment is overdue.

2.9.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the AGENCY's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

2.9.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1.1 or GC 2.9.2 hereof, the AGENCY shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the AGENCY and equipment and materials furnished by the "Employer", the AGENCY shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the "Employer" shall make the following payments to the AGENCY:

- a) If the Contract is terminated pursuant to Clause 2.9.1.1 (g), (h), remuneration pursuant to Clause GC 6.3 hereof for Services satisfactorily performed as per the agreed scope prior to the effective date of termination, and reimbursable expenditures for expenditures actually and reasonably incurred prior to the effective date of termination;
- b) If the agreement is terminated pursuant of Clause 2.9.1.1 (a) to (f), the AGENCY shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Employer" may consider to make payment for the part satisfactorily performed on the

basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The AGENCY will be required to pay any such liquidated damages to client within 30 days of termination date.

2.9.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE AGENCY

3.1 General

3.1.1 Standard of Performance: The AGENCY shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The AGENCY shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the "Employer", and shall at all times support and safeguard the "Employer's legitimate interests in any dealings with Sub-AGENCYs or Third Parties.

3.2 Conflict of Interests: The AGENCY shall hold the "Employer's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the AGENCY shall promptly disclose the same to the Employer and seek its instructions.

3.2.1 AGENCY not to benefit from Commissions, Discounts, etc.:

(a) The payment of the AGENCY pursuant to Clause GC 6 hereof shall constitute the AGENCY's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the AGENCY shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the AGENCY shall use its best efforts to ensure that any Sub-AGENCYs, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the AGENCY, as part of the Services, has the responsibility of advising the "Employer" on the procurement of goods, works or services, the AGENCY shall comply with the Employer's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Employer". Any discounts or commissions obtained by the AGENCY in the exercise of such procurement responsibility shall be for the account of the "Employer".



3.2.2 AGENCY and Affiliates Not to Engage in Certain Activities: The AGENCY agrees that, during the term of this Contract and after its termination, the AGENCY and any entity affiliated with the AGENCY, as well as any Sub-AGENCYs and any entity affiliated with such Sub-AGENCYs, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the AGENCY's Services for the preparation or implementation of this project.

3.2.3 Prohibition of Conflicting Activities: The AGENCY shall not engage, and shall cause their Personnel as well as their Sub-AGENCYs and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality:

Except with the prior written consent of the "Employer", the AGENCY and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the AGENCY and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.3.1 Intellectual Property Rights:

The AGENCY may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that the AGENCY owns or has the right to use in performing the service. Notwithstanding the delivery of any reports, the AGENCY retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the services), and in any working papers compiled in connection with the services (but not any information pertaining to BSSA reflected in them).

3.4 Liability of the AGENCY: Subject to additional provisions, if any, set forth in the SC, the AGENCYs' liability under this contract shall be provided by the Applicable Law.

3.5 Insurance to be Taken out by the AGENCY: The AGENCY (i) shall take out and maintain, and shall cause any Sub-AGENCYs to take out and maintain insurance, at their (or the Sub-AGENCYs', as the case may be) own cost but on terms and conditions approved by the "Employer", insurance against the risks, and for the coverages specified in the SC, and (ii) at the "Employer's request, shall provide evidence to the "Employer" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.6 Accounting, Inspection and Auditing:

AGENCY agrees to keep full and proper records of all third-party invoices and travel expenses that support charges that have been billed to Employer pursuant to this Agreement ("Records"). Any such Records shall be kept for a period of not less than eighteen (18) months after the relevant transaction or, if the AGENCY/Employer relationship terminates or expires, eighteen (18) months after the effective date of the termination or expiration, whichever comes first. Upon ten (10) days prior notice to AGENCY, Employer or its authorized representatives will be entitled to have such Records examined during AGENCY's normal business hours.

Under no circumstances will Employer have access to AGENCY's general ledger information, AGENCY overhead or profitability data or to payroll, salary or bonus information, or timecards or other employee, personnel, and/or individual compensation records, or information indicating the date of payment by AGENCY of third-party invoices, or internal or external AGENCY correspondence or communications regarding the keeping of client's records or regarding any other client audit.

- 3.7 AGENCY's Actions Requiring "Employer's Prior Approval:** The AGENCY shall obtain the "Employer's prior approval in writing before taking any of the following actions:
- a) Any change or addition to the Personnel listed in Appendix C.
 - b) Subcontracts: the AGENCY may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the "Employer". Notwithstanding such approval, the AGENCY shall always retain full responsibility for the Services. In the event that any Sub-AGENCYs are found by the "Employer" to be incompetent or incapable or undesirable in discharging assigned duties, the "Employer" may request the AGENCY to provide a replacement, with qualifications and experience acceptable to the "Employer", or to resume the performance of the Services itself. **(Sub-Contracting is NOT ALLOWED)**
- 3.8 Reporting Obligations:** The AGENCY shall submit to the "Employer" the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- 3.9 Documents Prepared by the AGENCY to be the Property of the "Employer":** All plans, drawings, specifications, designs, reports, other documents and software prepared by the AGENCY for the "Employer" under this Contract shall become and remain the property of the "Employer", and the AGENCY shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Employer", together with a detailed inventory thereof. The AGENCY may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the AGENCY and third parties for purposes of development of any such computer programs, the AGENCY shall obtain the "Employer's" prior written approval to such agreements, and the "Employer" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.
- 3.10 Equipment, Vehicles and Materials Furnished by the "Employer":** Equipment, vehicles and materials made available to the AGENCY by the "Employer", or purchased by the AGENCY wholly or partly with funds provided by the "Employer", shall be the property of the "Employer" and shall be marked accordingly. Upon termination or expiration of this Contract, the AGENCY shall make available to the "Employer" an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the "Employer's" instructions. While in possession of such equipment, vehicles and materials, the AGENCY, unless otherwise instructed by the "Employer" in writing, shall insure them at the expense of the "Employer" in an amount equal to their full replacement value.
- 3.11 Equipment and Materials Provided by the AGENCYs:** Equipment or materials brought into the Government's country by the AGENCY and the Personnel and used either for the Project or personal use shall remain the property of the AGENCY or the Personnel concerned, as applicable.

4. Agency



4.1 General: The AGENCY shall employ and provide such qualified and experienced Personnel as are required to carry out the Services as are approved by the Employer.

4.2 Description of Personnel:

(a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the AGENCY's Key Personnel are as per the AGENCY's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the "Employer", his/her name is listed as well.

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the AGENCY by written notice to the "Employer", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the "Employer's" written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by a separate agreement in writing between the "Employer" and the AGENCY. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3 Approval of Personnel: The Key Personnel and Sub-AGENCYs listed by title as well as by name in Appendix C are hereby approved by the "Employer". In respect of other Personnel which the AGENCY proposes to use in the carrying out of the Services, the AGENCY shall submit to the "Employer" for review and approval a copy of their Curricula Vitae (CVs).

4.4 Resident Project Manager: If required by the SC, the AGENCY shall ensure that at all times during the AGENCY's performance of the Services a resident project manager, acceptable to the "Employer", shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE "EMPLOYER"

5.1 Assistance and Exemptions: Unless otherwise specified in the SC, the "Employer" shall use its best efforts to ensure that the Government shall:

- a) Provide the AGENCY with work permits and such other documents as shall be necessary to enable the AGENCY to perform the Services.
- b) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- c) Provide to the AGENCY any such other assistance as may be specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the AGENCY for providing the services i.e. service tax or any such



applicable tax from time to time, which increases or decreases the cost incurred by the AGENCY in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the AGENCY under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.3 Services, Facilities and Property of the “Employer”:

(a) The “Employer” shall make available to the AGENCY and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix E at the times and in the manner specified in said **Appendix E**.

(b) In case that such services, facilities and property shall not be made available to the AGENCY as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the AGENCY for the performance of the Services.

5.4 **Payment:** In consideration of the Services performed by the AGENCY under this Contract, the “Employer” shall make to the AGENCY such payments and in such manner as is provided by Clause GC 6 of this Contract.

6. PAYMENTS TO THE AGENCY

- 6.1. Payment shall be made as per **clause No. E (1 to 6)** in accordance with the financial proposal submitted by bidder for currency of contract.
- 6.2. The basis for payment shall be Financial Proposal Submitted by the Bidder.
- 6.3. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.
- 6.4. The Employer shall cause the payment of the Consultants as given in schedule of payment above within thirty (30) days after the receipt by the Employer of bills with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Employer may add or subtract the difference from any subsequent payments.
- 6.5. Income Tax (TDS), if applicable shall be deducted from all payments made to the Bidder as per rules and regulations in force and in accordance with the income tax act and service tax department prevailing from time to time.

7. FAIRNESS AND GOOD FAITH

7.1 **Good Faith:** The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 **Operation of the Contract:** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on

such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement: Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.

8.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the AGENCY, which has not been settled amicably, any party can refer the dispute for Arbitration under The Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the AGENCY, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the **Principal Secretary to Department of Art, Culture and Youth, Government of Bihar**. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

8.3 Arbitration proceedings shall be held in India at Patna, Bihar and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the AGENCY. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. LIQUIDATED DAMAGES AND PENALTIES

9.1 The AGENCY hereby agrees that due to negligence of act of the AGENCY, if the "Employer" suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and AGENCY agrees to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

9.2 The amount of liquidated damages under this Contract shall not exceed 10% of the total value of the contract as specified in Appendix D.

9.3 The liquidated damages shall also be applicable under following circumstances:

- a) If the deliverables are not submitted as per schedule, the AGENCY shall be liable to pay 10% of the total cost of the services for delay of each week or part thereof.
- b) If the deliverables are not acceptable to the Employer and defects are not rectified to the satisfaction of the Employer, the AGENCY shall be liable for Liquidated Damages for an

amount equal to 10% of total cost of the services for every week or part thereof for the delay.

9.4 Notwithstanding anything to the contrary in this Agreement, in no event shall either Party be liable, whether in contract or in tort or otherwise for special, punitive, indirect or consequential damages, including without limitation, loss of profits or revenue arising under or in connection with this Agreement.

10. MISCELLANEOUS PROVISIONS:

- (i) Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (ii) The AGENCY shall notify the Employer/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (iii) The AGENCY shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- (iv) The AGENCY shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the AGENCY's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the AGENCY.
- (v) The AGENCY shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, Contractors, sub- contractors, suppliers, agent(s), employed engaged or otherwise working for the AGENCY, in respect of wages, salaries, remuneration, compensation or the like.
- (vi) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- (vii) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (AGENCY) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.

III. SPECIAL CONDITIONS OF CONTRACT

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.5	The addresses are: Employer : Attention : AGENCY : Attention : Telephone : Email :

2	1.8	The Authorized Representatives are: For the Employer: For the AGENCY:
3	2.3	Commencement of Services:
4	2.4	The time period shall be
5	3.4.1	Limitation of the AGENCYs' Liability towards the "Employer" Notwithstanding anything to the contrary in this Agreement, in no event shall the AGENCY be liable, whether in contract or in tort or otherwise for special, punitive, indirect or consequential damages, including without limitation, loss of profits or revenue or goodwill arising under or in connection with this Agreement.
6	3.4.2	The risks and coverage shall be as follows: The Parties agree that the risks and coverages shall include but not be limited to the following; Professional liability insurance, with a minimum coverage equal to the total amount of the contract value except the out of pocket expenses. This liability shall be valid for a period of the one (1) year after completion of the services.
7	6.3	The accounts are; For local currency Receiving Bank : ... Account No. : ... IFSC/RTGS Code : .. MICR Code : .. Beneficiary Name : ... Beneficiary Address : ...
8	1.5.2	Any party may change the address for service of notice upon it, by a notice in writing one (1) week prior of such change to the other party.
9	8.3	The Arbitration proceedings shall take place in Patna, Bihar, India.



APPENDIX A – DESCRIPTION OF SERVICES

APPENDIX B - REPORTING REQUIREMENTS

APPENDIX C – STAFFING SCHEDULE

APPENDIX D – COST ESTIMATES

APPENDIX E – Duties of the “Employer”

The Employer shall provide office spaces within the Employer’s office needed for the staff of the AGENCY as per Appendix C.

APPENDIX F – Performance Bank Guarantee



Annexure-X

Form of Bank Guarantee for Performance Security

To

Director cum Secretary
Bihar State Sports Authority
Patliputra Sports Complex, P.C. Colony,
Kankarbagh, Patna, Bihar 800020

WHEREAS _____ [Name and address of the Service Provider] (hereinafter called "the Agency") has undertaken, in pursuance of Contract No. _____ dated _____ to provide the services on terms and conditions set forth in this Contract _____ [Name of contract and brief description of works] (hereinafter called the "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Agency shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Agency such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Agency up to a total of _____ [amount of Guarantee] _____ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contractor of the services to be performed thereunder or of any of the Contract documents which may be made between you and the Agency shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Agency or of the Bank.

"This guarantee shall also be operatable at our..... Branch at Patna, Bihar, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation."



Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. _____) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

Notwithstanding anything contained hereinabove.”

- A. Our liability under this guarantee shall not exceed Rs. _____ (Rupees _____).
- B. This bank guarantee shall be valid up to _____.
- C. We are liable to pay the guarantee amount or any part thereof under this bank guarantee only and only if you serve upon us, a written claim or demand on or before _____.

Signature and Seal of the Guarantor _____

In the presence of

Name and Designation

1. _____
(Name, Signature & Occupation)

Name of the Bank

Address

2. _____
(Name & Occupation)

Date:

