

Basic Details

Organisation Chain	Sports Authority of India Head Office - SAI		
Tender Reference Number	01-20004/15/2025-HO - ES Division		
Tender ID	2026_SAI_928059_1	Withdrawal Allowed	Yes
Tender Type	Open Tender	Form of contract	Item Rate
Tender Category	Services	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

Payment Instruments

Offline	S.No	Instrument Type
	1	Demand Draft
	2	R-T-G-S
	3	FDR
	4	NEFT
	5	Bank Guarantee

Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	Hiring of an agency for providing Monthly Basis Cab and Taxi Services at Sports Authority of India
2	Finance	.xls	BoQ

Tender Fee Details, [Total Fee in ₹ * - 0.00]

Tender Fee in ₹	0.00
Fee Payable To	Nil
Tender Fee Exemption Allowed	No

EMD Fee Details

EMD Amount in ₹	3,09,000	EMD Exemption Allowed	Yes
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	Secretary SAI	EMD Payable At	DELHI

[Click to view modification history](#)
Work / Item(s)

BIDDING DOCUMENT					
Title	Rate Contract for hiring of an agency for providing Monthly Basis Cab and Taxi Services at Sports Authority of India, New Delhi				
Work Description	Rate Contract for hiring of an agency for providing Monthly Basis Cab and Taxi Services at Sports Authority of India, New Delhi				
Pre Qualification Details	Rate Contract for hiring of an agency for providing Monthly Basis Cab and Taxi Services at Sports Authority of India, New Delhi				
Independent External Monitor/Remarks	NA				
Show Tender Value in Public Domain	No				
Tender Value in ₹	1,54,39,440	Product Category	Hiring of Vehicles	Sub category	NA
Contract Type	Rate Contract	Bid Validity(Days)	180	Period Of Work(Days)	NA
Location	SAI Head Office	Pincode	110003	Pre Bid Meeting Place	Virtual Mode
Pre Bid Meeting Address	Online Mode	Pre Bid Meeting Date	05-Oct-2026 04:00 PM	Bid Opening Place	SAI Head Office
Should Allow NDA Tender	No	Allow Preferential Bidder	No		
Tenderer Class	As per Tender Document				

Critical Dates

Publish Date	29-Sep-2026 09:00 AM	Bid Opening Date	22-Oct-2026 03:00 PM
Document Download / Sale Start Date	29-Sep-2026 09:00 AM	Document Download / Sale End Date	21-Oct-2026 03:00 PM
Clarification Start Date	29-Sep-2026 09:00 AM	Clarification End Date	05-Oct-2026 09:00 AM
Bid Submission Start Date	29-Sep-2026 01:00 PM	Bid Submission End Date	21-Oct-2026 03:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)	
	1	Tendernotice_1.pdf	Rate Contract for Hiring of an agency for providing Monthly Basis Cab and Taxi Services at Sports Authority of India, New Delhi	603.32	
Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	BOQ	BOQ_975282.xls	BOQ	276.50

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	hitinkr.jaiswal@nic.in	Nitin Jaiswal	NITIN KUMAR JAISWAL
2.	kailashmeena.sai@gov.in	Kailash Chand Meena	kailash chand meena
3.	hilinkumarsinghsai@gmail.com	DILIPKUMAR SINGH	DILIP KUMAR SINGH

GeMARPTS Details

Reason for non availability of GeMARPTS ID	Urgent nature of Procurement
Remarks	Rate Contract for Service is not available on GeM Portal.
Document Name	repo.pdf
Document Size (in KB)	56.61

Tender Properties

Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Stage to disclose Bid Details in Public Domain	Technical Bid Opening
BoQ Comparative Chart model	Normal	BoQ Comparative chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No

TIA Undertaking

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1.	PPP-MII Order 2017	Agree	
2.	MSEs Order 2012	Agree	

Tender Inviting Authority

Name	Secretary SAI
Address	Secretary SAI

Tender Creator Details

Created By	Kailash Chand Meena
Designation	Assistan Director
Created Date	28-Sep-2026 06:23 PM



**SPORTS AUTHORITY OF INDIA
JAWAHARLAL NEHRU STADIUM COMPLEX,
GATE NO.10, LODHI ROAD, NEW DELHI – 110003
Telephone: +91–11 – 24362652, 24368393**

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

E-mail: es-sai@gov.in

Tender Reference No. 01-20004/15/2025-HO - ES Division, dated 28.09.2026

“RATE CONTRACT TENDER ENQUIRY/ REQUEST FOR TENDER (RFP)”

FOR

**HIRING OF AN AGENCY FOR PROVIDING MONTHLY BASIS CAB & TAXI
SERVICES AT SPORTS AUTHORITY OF INDIA, NEW DELHI**

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SPORTS AUTHORITY OF INDIA
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Website: <https://sportsauthorityofindia.gov.in> & <https://eprocure.gov.in/eprocure/app>

E-mail: es-sai@gov.in

1. SECTION (A): NOTICE INVITING TENDER FOR OPEN TENDER ENQUIRY

Sports Authority of India, (hereafter referred as ‘SAI’) an autonomous body under Ministry of Youth Affairs & Sports, Government of India invites Online Bids from eligible bidders, in single stage two bid systems for the establishment of a **Rate Contract for Hiring of an Agency for Providing Monthly Basis Cab & Taxi Services at Sports Authority of India, New Delhi**, contains brief information about the scope of work and qualification process for the selection of Bidder.

2. BID SCHEDULE & DATA SHEET:

Name of the BID	Rate Contract for Hiring of an Agency for Providing Monthly Basis Cab & Taxi Services at Sports Authority of India, New Delhi
Date of Publication	As per CPP Portal
Start Date and time of downloading the document	As per CPP Portal
Pre-Bid conference (Online Mode)	Prebid Meeting for RFP for Rate Contract for hiring of an agency for providing Taxi & Cab Services at SAI Monday, October 5 · 4:00 – 5:00pm Time zone: Asia/Kolkata Google Meet joining info Video call link: https://meet.google.com/toz-fevn-kxe
Last date and time of submission of queries for Pre-Bid Conference	As per CPP Portal
Opening of Technical bid	As per CPP Portal
Earnest Money Deposit (EMD)	Rs.3,09,000/- (Rupees Three Lakh Nine Thousand Only) Scanned Copy of Proof of submission of EMD. Note: Bidder seeking EMD Exemption must Submit valid document as per the MSE and Startup policy for exemption. Hard/Original Copy of the Bid Security (EMD) must be submitted at the following address: Room No. 115, 1st Floor, SAI HQ General Administration and Procurement Division Sports Authority of India Jawaharlal Nehru Stadium Complex, Gate No.10, Lodhi Road, New Delhi-110003

Bid submission Start date and end date and time	As per CPP Portal
Bid Validity Period	180 days
Mode of Submission	Online (CPP Portal)
Method of Selection	L1 Selection Method
Time period of Contract	One (01) Year, (Extendable further for a period of one Year)
E-mail for all correspondence	es-sai@gov.in
Joint Venture/Consortium to be allowed	Not Allowed
Sub-contracting is allowed	Not Allowed

3. Bidders may download the Bidding Documents from the website– www.sportsauthorityofindia.nic.in & CPP Portal <https://eprocure.gov.in/eprocure/app>. Bidders shall ensure that their Bids, complete in all respect are uploaded online before the closing date and time as indicated in the critical date sheet on CPP Portal <https://eprocure.gov.in/eprocure/app>.
4. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.
5. Intending bidders are advised to visit again CPP Portal website <https://eprocure.gov.in/eprocure/app> and SAI website <http://sportsauthorityofindia.nic.in> before submission of tender for any corrigendum/ addendum/ amendment.

Director (GAPD)
For and on behalf of Director General
Sports Authority of India

SECTION (B) INSTRUCTIONS TO BIDDERS (ITB)

(a) PREAMBLE

1. Definitions and Abbreviations:

The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below.

1.1. Definitions are:

- a) **“Purchaser”** means the organization purchasing goods and services as incorporated in this document i.e., Sports Authority of India (SAI).
- b) **“Tender”** means Bids/ Quotations/ Offer/ Proposal received from Firm/ Bidder
- c) **“Bidder”** means bidder/the individual/company or firm submitting bids/Quotations/Tender.
- d) **“Supplier”** means the individuals/company or the firm supplying the goods and services as incorporated in the contract.
- e) **“Goods”** means the, instruments, machinery, equipment etc., which the supplier is required to supply to the purchaser under the contract.
- f) **“Services”** means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- g) **“Earnest Money Deposit” (EMD)** means Bid Security/monetary or financial guarantee to be furnished by a bidder along with its tender.
- h) **“Agreement/ Contract”** means the written agreement entered between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc., therein.
- i) **“Performance Security”** means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as interest free Security Deposit.
- j) **“Bidding Documents”** means all documents, including this RFP, provided to the interested Bidders to assist them in the preparation of their Bids in a uniform manner.
- k) **“Consignee”** means person to whom the goods are required to be delivered to a person as an interim consignee for the purpose of person is the consignee, also known as ultimate consignee.
- l) **“Specification”** means the document/standard that prescribes the requirement with which goods or service has to conform.
- m) **“Terms of Reference” (TOR)** means the document included in the RFP which explains the scope of work, activities, and tasks to be performed.
- n) **“Notification of Award” or “NOA”** means the letter issued by SAI to the Successful Bidder to undertake and execute the project in conformity with the terms and conditions set forth in the RFP and any subsequent amendments thereof.

- o) **“Applicable Laws”** shall mean the applicable central, state, and local laws of India, including the rules, regulations and guidelines issued by any governmental, regulatory, executive and judicial and other statutory authorities.
- p) **“Day”** means Calendar Day.

1.2. Abbreviation: -

- (a) **“NIT”** means Notice Inviting Tenders
- (b) **“ITB”** means Instruction to Tenders
- (c) **“GCC”** means General Conditions of Contract
- (d) **“NSIC”** means National Small Industries Corporation
- (e) **“DP”** means Delivery Period
- (f) **“BG”** means Bank Guarantee
- (g) **“GST”** means Goods and Services Tax

(b) PRE-BID MEETING

2. PRE-BID MEETING THROUGH VIDEO-CONFERENCE

- 2.1. A Pre-Bid conference will be held with the prospective Bidders in online mode.
- 2.2. Details of proposed/suggested variations/ deviations/ additions from the Bid specification/ conditions, if any, should be clearly indicated while sending queries before Pre-Bid Conference.
- 2.3. After incorporation the amendments acceptable to the Purchaser, an Addendum will be issued, which can be downloaded from the e-procurement portal and website of SAI. Bidder shall submit its Bid along with Bid documents including Addendum if any issued duly signed and stamped.
- 2.4. Non-attendance at the Pre- Bid Conference will not be a cause for disqualification of a Bidder. However, the terms and conditions of the addendum (s) will be legally binding on all bidders irrespective of their attendance/absentee is at the Pre-Bid Conference.
- 2.5. No further suggestions for deviations/variations/ additions will be entertained after the Pre-Bid Conference.

3. Bid currency

- 3.1. All the bidders should quote only in Indian Rupees
- 3.2. Tenders, where prices are quoted in any currency other than Indian Rupees shall be treated as non-responsive and rejected.

4. Alternative Bids:

- 4.1. Submission of Alternative Bids in any form is strictly prohibited. Each Bidder shall submit only one Bid, fully compliant with the requirements of the Bid Documents.
- 4.2. Any Bid containing alternatives, optional proposals, conditional offers, or deviations that amount to an

Alternative Bid shall be treated as non-responsive and will be rejected without further evaluation.

5. Earnest Money Deposit/Bid Security

- 5.1. The bidder shall furnish Bid Security for an amount as shown in the bid document. The Bid Security is required to protect the Purchaser against the risk of the bidder's unwarranted conduct. Non-submission of Bid Security will be considered as major deviation and bid will be rejected .
- 5.2. In case, as per notification of Government of India, the bidder falls in the category of exemption of Bid Security, it should furnish the relevant notification along with required documents like valid Registration Certificate etc.
- 5.3. The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as along with the bid. Under MSE category, only Service Providers for Services are eligible for exemption from EMD. Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs.
- 5.4. The Bid Security shall be furnished in one of the following forms:
 - a) Account Payee Demand Draft
 - b) Fixed Deposit Receipt
 - c) Banker's cheque / Pay Order
 - d) Bank Guarantee (including e-Bank Guarantee) from any of the commercial banks (as per the format at Annexure B),
 - e) NEFT transfer to **"SECRETARY, SPORTS AUTHORITY OF INDIA, Union Bank of India Account No: 108510100032325, IFSC No. UBIN0810851"**
 - f) Valid Insurance Surety Bonds
- 5.5. The Demand Draft, Fixed Deposit Receipt, Banker's Cheque, Insurance Surety Bonds or Bank Guarantee (including e-Bank Guarantee) shall be drawn on any Commercial Bank in India, in favor of the **"Secretary, Sports Authority of India"**, payable at New Delhi. In case of Bank Guarantee, the same is to be obtained from any commercial bank in India as per the format specified under Annexure-B of the Bid Document.
- 5.6. The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. The Bid Security shall be valid for **225 days** from the date of opening of the Technical Bid.
- 5.7. Earnest Money is required to protect the purchaser against the risk of the bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful bidder's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.
- 5.8. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid or is breach of any condition of the tender documents in any respect within the period of validity of its bid without prejudice to other rights of the Purchaser. Further, if successful bidder fails to furnish the required Performance Security and sign the contract / agreement within the

period as specified by SAI in the Letter of Intent/ Notification of Award (NoA), its Bid Security/EMD will be forfeited.

- 5.9.** The Bid Security of unsuccessful Bidders shall be returned without interest after issuance of the Notification of Award (NoA) or after expiry of the Bid validity period, whichever is earlier. The Bid Security of the Successful Bidder shall be returned upon submission of the Performance Security.

6. Purchaser's right to accept any bid and to reject any or all bids

The Purchase reserves the right to accept or reject any bid or to annul the entire bidding process at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidders. SAI reserve the right to reject any or all applications without assigning any reason thereof.

7. Signing of bids

- 7.1.** The bidders shall submit their bids as per the instruction contained in ITB (Instruction to bidders)/CPP Portal.
- 7.2.** The tender shall be typed or written in legible/ indelible ink 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. The letter of authorization shall be supported by power of attorney/board resolution, which shall also be furnished along with the bid.
- 7.3.** The tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, of any shall be initialed by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialed by the person(s) signing the tender.

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

- 8.1.** Failure of the successful Bidder in providing Performance Security and/ or returning contract copy duly signed in terms of ITB shall make the Bidder liable for forfeiture of its bid security and, also, for further actions by the Purchaser against it as per the clause 18 of GCC – Termination of default in Section-E and other administrative actions as deemed fit by the purchaser.
- 8.2.** In the event of such failure, the Purchaser reserves the right to withdraw the Contract issued to the Bidder and to award the Contract to the next eligible Bidder, or to undertake a fresh procurement process. The Purchaser may also initiate action for debarment/blacklisting of the defaulting Bidder, as per applicable rules and policies.

9. Documents comprising the e-Bid

9.1. Technical Bid (Un-priced Bid)

- (i) Documentary evidence related to Qualification Criteria mentioned at Section C.
- (ii) Board Resolution/Power of Attorney in favour of person signing the bid.
- (iii) National Electronic Fund Transfer (NEFT Form) for payment in Indian Rupee.

9.2. Price Tender

Financial proposal should contain the 'Price Schedule' in the XLS format prescribed in. All prices should

be in India Rupees.

10. Scrutiny of Tenders

- 10.1.** The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- 10.2.** Purchaser will determine the responsiveness of each Tender to the TE Document without recourse to extrinsic evidence.
- 10.3.** The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.
- 10.4.** The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored.
 - 10.4.1.** Qualification Criteria not enclosed
 - 10.4.2.** Tender validity is shorter than the required period
 - 10.4.3.** Bidder has not agreed to give the required performance security.
 - 10.4.4.** Services offered are not meeting the tender enquiry specification.
 - 10.4.5.** Bidder has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
 - 10.4.6.** Poor/ unsatisfactory past performance.
 - 10.4.7.** Bidder has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
 - 10.4.8.** Bidder has not complied with the requirement of Clauses of ITB.
 - 10.4.9.** Any other conditions as deem fit.
 - 10.4.10.** Bid by Foreign Companies. (Only Indian companies are allowed to BID)
 - 10.4.11.** Non-Submission of required declaration as per New GFR Clause, 144 (xi)

11. Variation of Quantities at the Time of Award/ Currency of Contract

- 11.1.** At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty-five (25) per cent, the quantity of vehicle (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer.
- 11.2.** If the quantity has not been increased to the maximum of 25% of the tendered quantity at the time of awarding the contract, the purchaser reserves the right to increase the quantity further by up to the balance available twenty-five (25) per cent of the tendered quantity (rounded off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract during the currency of the contract.

12. Notification of Award

- 12.1.** Before expiry of the Bid validity period, the purchaser will issue the Notification of Award with successful Bidder(s).
- 12.2.** The successful bidder must furnish to the Purchaser the required Performance Security within 14

(fourteen) days from the date of issuance of NOA, failing which the award will be cancelled and the Bidder shall be liable for actions and consequences as determined by the purchaser. Relevant details about the Performance Security have been provided under GCC Clause 5 under **Section E**.

SECTION (C): QUALIFICATION CRITERIA**1. ELIGIBILITY CRITERIA:**

1.1 The bidder must satisfy the following eligibility criteria to be eligible for Technical Evaluation:

S.N.	Qualification Criteria	Documents to be submitted
1.	The Bidder shall be a legal entity. Supporting document shall be submitted. Registered with the Income Tax (PAN) and GST (GSTN) Authorities in India with active status	Copy of Incorporation Certificate, Partnership Deed etc. + Copy of Registration Certificates with the GST & IT (PAN) Authorities
2.	EMD/ Bid Security of Rs.3,09,000/- Scanned Copy of Proof of submission of EMD. In case bidder is claiming exemption, the bidder must submit Bid Security declaration along with supporting document.	Scanned Copy of Proof of submission of EMD.
3.	i) The bidder must have at least three years' experience ending on 31 st March 2026 of providing similar types of services to Central/State Government/ PSUs/ Nationalised Banks/ Reputed Organisations. Services rendered with a list of such Central/State/ PSUs/ Nationalized Banks with duration of service shall be furnished. ii) The bidder must have successfully executed/completed similar Services over the last seven financial years previous to the current financial year: 1. Three similar completed services with annualised value not less than Rs.62 Lakhs ; or 2. Two similar completed services with annualised value not less than Rs.78 Lakhs ; or 3. One similar completed service with annualised value not less than Rs.1.24 Crore .	Copy of Work Order + Completion Certificates/ payment proof of client to the extent of project cost/ certification from CA certifying receipt of payment to the extent of the project cost received till bid submission end date.
4	For Taxis: Bidders must submit RC documents (Registration Certificates) as proof of ownership for following no. of vehicles that meet the minimum model year requirement of 2024 or newer. 2. Non-Electric Taxi/Cab i. 03 Premium SUV AC – 7-Seater ii. 10 Premium Sedan AC iii. 08 Standard Sedan AC 3. Electric Taxi/Cab i. 01 Premium SUV AC ii. 08 Standard Sedan AC Note: The document must be valid on bid submission date.	For Taxis & Buses: Document proof against Ownership Required Documents are mentioned in Point B Below.

5.	The Bidder should have permit for running of DLY Cars and buses in Delhi, UP, Uttarakhand, Punjab & Haryana OR All India Permit for any of the vehicle owned by them.	Valid permit
6.	The bidder should have an average annual turnover of at least INR 4.64 Crore over last three financial years ending on 31 st March 2026. Note: In case audited account statement are not available for 2025-26 then the above criteria for financial years 2022-23, 2023-24 & 2024-25 shall be considered for evaluation.	Certificate by Statutory Auditor/Chartered Accountant stating turnover in required financial years.
7.	The bidder shall not be under an operative order of debarment/blacklisting issued by any Central Government Ministry/ Department /Organisation, Government procurement entity or other competent Government authority, which legally prohibits the bidder from participating in the procurement process, as on the last date of submission of bids. The bidder shall make a declaration in this regard and shall disclose all instances of debarment/blacklisting as required under the applicable DoE Guidelines, including any such instance during the preceding three years.	Declaration on the letterhead of the bidder
8.	The bidder must have a registered Office in Delhi/NCR.	Documentary address proof including certification of incorporation/ GST/ valid electricity bill / Lease or Rent agreement in the name of the bidder.
9.	DECLARATION As per GFR Clause 144 (xi)	Annexure-II
10.	Declaration for Local content	Annexure-III.
11.	A duly signed and stamped copy of the Integrity Pact on plain paper, as per Annexure-O, shall be submitted by the bidder part of the Technical Bid (in soft copy), on or before the bid submission end date and time. Note: The successful bidder shall submit two (02) copies of the Integrity Pact in original, duly signed and stamped, in hard copy before issuance of the contract at the following address: Room No. 115, 1st Floor GAP Division, Sports Authority of India SAI Headquarters Jawaharlal Nehru Stadium Complex, Gate No. 10 Lodhi Road, New Delhi – 110003	Document to Be Submitted at the format given in Annexure-O

Note for Bidders: MSEs (under relevant category) and verified Startups (under relevant field) will be given exemption only for criteria as mentioned at S. No. 2 above, upon submission of the relevant notification(s) along with required documents. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs.

Bid(s) of the bidder(s), who does/do not meet the required eligibility/ qualification criteria mentioned in this bid document shall be treated as non-responsive and their bid will not be considered further for financial bid opening.

2. Required Documents in support of criteria 4:

a) Registration details of Vehicles with proof of ownership:

S.N.	Registration of Vehicle	Owners name as per RC	Model as per RC	Permit local/National or Inter-state	Seating capacity as per RC	Whether	
						AC	Non-AC

b) List of vehicles along-with photocopy of RC/Fitness certificate and permits owned by the bidder

- i. Non-Compliance to any of the above condition will lead to Technical Disqualification
- ii. MSEs under relevant category and Startups under relevant field may be provided exemption only under EMD and Turnover Criteria.

3. EVALUATION CRITERIA:

- a) The bids shall be evaluated based on the L1 Selection Method. Only those bidders who meet the prescribed qualification criteria and whose bids are found to be substantially responsive to the requirements of the bidding document (hereinafter referred to as "Technically Responsive Bidders") shall be considered for financial evaluation. The financial bids of only such Technically Responsive Bidders shall be opened.
- b) Among the Technically Responsive Bidders, the bidder quoting the lowest Overall Price (L1) in the Financial Bid shall be declared as L1 Bidder, subject to fulfillment of all the terms and conditions of the bidding document.
- c) Ranking of Bidders would be on the basis of Grand total cost. In case 02 or more bidders quote the same rate, the bidder having the higher annual turnover for the Financial Year 2025–26 shall be ranked higher and shall be considered the successful bidder.

SECTION (D): SERVICE REQUIREMENT AND SPECIFICATION**Scope of Work:**

The successful bidder shall provide air-conditioned commercial vehicles on a monthly hiring basis, complete with experienced drivers, for official use by the Sports Authority of India (SAI). The vehicles shall be deployed for transportation of officers, staff, athletes, coaches, experts, delegates, VIPs, and other authorized personnel for official duties within Delhi-NCR and adjoining areas. Vehicles may also be deployed for outstation journeys anywhere in India, as and when required by SAI with prior approval of the Competent Authority.

The Service Provider shall ensure uninterrupted availability of vehicles throughout the contract period. In case of breakdown, accident, scheduled maintenance, or any other reason rendering a vehicle unavailable, the Service Provider shall arrange an equivalent or higher category replacement vehicle without any additional cost to SAI.

The contractor shall deploy only those vehicles that conform to the technical specifications prescribed in the tender document and shall maintain them in roadworthy condition throughout the contract period.

4. Vehicle Requirement and Technical Specifications

The contractor shall provide the following categories of vehicles on monthly hiring basis:

i. Non-Electric Vehicle**(A) Sedan – 08 Nos.**

Specification	Values
Core	
Vehicle Type	Sedan
Number of Vehicle	08 Nos.
Type of car	Honda Amaze , Maruti Suzuki Dzire , Hyundai Xcent , Hyundai Verna
Usage Variant	Monthly Basis: 2500 km x 320 hours- 08 Nos. Vehicle Hiring Service - Per Vehicle-Day basis (On-Demand Basis) i. Airport Pickup/ Airport Drop (5Hrs x 40Kms)- 200 Nos. ii. Full Day Basis (12Hrs x 120Kms) - 80 Nos. iii. Outstation Basis (14 Hrs x 500Kms)- 20 Nos.
Type of Service	Local
Year of Vehicle Model	2024 or later
Km Travelled	Maximum upto 25,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	Petrol/CNG

(B) Premium Sedan – 10 Nos.

Specification	Values
Core	
Vehicle Type	Premium Sedan
Number of Vehicle	10 Nos.
Type of car	Maruti Suzuki Ciaz , Honda City , Hyundai Verna
Usage Variant	Monthly Basis: 2500 km x 320 hours
Type of Service	Local
Year of Vehicle Model	2024
Km Travelled	Maximum upto 25,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	Petrol/CNG

(C) Premium SUV

Specification	Values
Core	
Vehicle Type	Premium SUV
Number of Vehicle	03
Type of car	Toyota Fortuner , Maruti Invicto , Toyota Hycross
Usage Variant	Monthly Basis: 2500 km x 320 hours- 03 Nos. Vehicle Hiring Service - Per Vehicle-Day basis (On-Demand Basis) i. Airport Pickup/ Airport Drop (5Hrs x 40Kms)- 30 Nos. ii. Full Day Basis (12Hrs x 120Kms) - 30 Nos. iii. Outstation Basis (14 Hrs x 500Kms)- 30 Nos.
Type of Service	Local
Year of Vehicle Model	2024 or later
Km Travelled	Maximum upto 25,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	Petrol/CNG

ii. Electric Vehicle**(A) Premium SUV – 01 Nos.**

Specification	Values
Core	
Vehicle Type	Premium SUV
Number of Vehicle	01
Type of car	Mahindra XEV, Tata Curvv etc.
Usage Variant	Monthly Basis: 2500 km x 320 hours
Type of Service	Local
Year of Vehicle Model	2024 or later
Km Travelled	Maximum upto 25,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	EV

(B) Sedan – 08 Nos.

Specification	Values
Core	
Vehicle Type	Sedan
Number of Vehicle	08
Type of car	TATA Tigor etc.
Usage Variant	Monthly Basis: 2500 km x 320 hours
Type of Service	Local
Year of Vehicle Model	2024 or later
Km Travelled	Maximum upto 25,000 Kms
Air Conditioning Requirement	A/C
Area of Operation	Plains
Fuel Type	EV

5. Deployment and Duty Requirements

The vehicles shall be deployed as per the directions of SAI and shall ordinarily be available for **320 hours and 2,500 kilometres per month**. The duty hours shall be flexible and may extend beyond normal

office hours depending upon operational requirements.

The deployed vehicles may be required to operate on all days of the week, including Saturdays, Sundays, Gazetted Holidays and other public holidays. The contractor shall ensure uninterrupted availability of vehicles without claiming any additional charges except those specifically admissible under the contract. The reporting location and duty schedule shall be communicated by the Officer-in-Charge from time to time.

6. Driver Requirements

The Service Provider shall deploy only trained, experienced and courteous drivers possessing valid commercial driving licences issued by the competent authority. Each driver shall have a minimum of three years' experience in driving commercial passenger vehicles.

The drivers shall:

- i. possess valid Police Verification Certificates;
- ii. wear neat uniform and identity card while on duty;
- iii. maintain courteous and professional behaviour with officials;
- iv. have adequate knowledge of Delhi-NCR roads and traffic regulations;
- v. be familiar with GPS-based navigation systems;
- vi. refrain from smoking, consuming alcohol or intoxicating substances during duty; and
- vii. comply with all lawful instructions issued by the authorized officers of SAI.

SAI reserves the right to seek replacement of any driver found unsuitable, negligent, or guilty of misconduct.

7. Vehicle Condition and Maintenance

All vehicles deployed under the contract shall be maintained in excellent mechanical and aesthetic condition throughout the contract period.

Each vehicle shall:

- i. be clean inside and outside;
- ii. have properly functioning air-conditioning;
- iii. possess clean interiors;
- iv. have properly functioning headlights, indicators, brakes, wipers and horn;
- v. carry a valid First Aid Box and Fire Extinguisher;
- vi. have a functional FASTag affixed;
- vii. maintain valid Pollution Under Control (PUC) certification; and
- viii. comply with all provisions of the Motor Vehicles Act and rules framed thereunder.

The contractor shall undertake preventive maintenance without affecting the deployment schedule.

8. Replacement of Vehicle

In the event of breakdown, accident, mechanical failure or any other circumstance resulting in non-availability of the assigned vehicle, the contractor shall provide an equivalent or higher category replacement vehicle within **02 hour** of reporting the incident.

Failure to provide a replacement vehicle within the stipulated time shall attract penalties as prescribed in the contract, without prejudice to any other action available to SAI.

9. Statutory Compliance and Documentation

The contractor shall ensure that every vehicle deployed under the contract possesses valid and up-to-date statutory documents, including:

- i. Registration Certificate (Commercial);
- ii. Valid Permit;
- iii. Certificate of Fitness;
- iv. Insurance Policy;
- v. Pollution Under Control (PUC) Certificate;
- vi. Road Tax Receipt;
- vii. FASTag; and
- viii. Any other document required under applicable laws.

Copies of the above documents shall be submitted to SAI before deployment of the vehicles and whenever renewed during the currency of the contract.

10. Responsibilities of the Contractor

- a) The contractor shall bear all expenses relating to operation of the vehicles including fuel, lubricants, maintenance, repairs, servicing, replacement of tyres, insurance, permits, taxes, fitness certification, driver salaries and statutory benefits, uniforms, mobile communication, washing and cleaning, and any other incidental expenditure necessary for uninterrupted operation of the vehicles.
- b) For electric vehicles, the contractor shall bear all expenses relating to charging, battery maintenance, charging infrastructure, charging equipment, software updates, roadside assistance, battery replacement (where applicable), and all other EV-specific operational costs.
- c) The contractor shall comply with all applicable provisions of labour laws, the Motor Vehicles Act, environmental regulations and any other statutory requirements in force during the contract period.

11. Log Book and Duty Records

- a) The Service Provider shall maintain a vehicle-wise log book indicating the date, reporting time, release time, opening and closing odometer readings, kilometres travelled, duty hours performed, destination(s), and signature of the authorized user/Officer-in-Charge. The log book shall form the basis for verification of services and processing of monthly bills.
- b) For electric vehicles, the log book may additionally record the battery State of Charge (SoC) at reporting and release, charging undertaken during duty (if any), and charging duration, wherever applicable.

12. Prohibited Practices: The driver shall not:

- i. carry unauthorized passengers;
- ii. consume alcohol, narcotic drugs or tobacco during duty;
- iii. use mobile phones while driving except through legally permitted hands-free devices;
- iv. seek instructions from any person other than the authorized officer/user;
- v. demand any payment or gratuity from SAI officials or passengers.

13. Inspection

SAI reserves the right to inspect the vehicles and verify the credentials of drivers at any stage of the contract. Any vehicle or driver found not conforming to the prescribed specifications or contractual requirements may be rejected, and the contractor shall arrange an immediate replacement without additional cost.

The contractor shall ensure complete confidentiality regarding official assignments and shall not disclose any information relating to the movement of officers, athletes or other officials to any third party.

14. Special Conditions for Electric Vehicles (EVs)

i. Charging Responsibility

The Service Provider shall be solely responsible for ensuring that the electric vehicles deployed under the contract remain adequately charged at all times. Charging of vehicles shall be planned in such a manner that it does not affect the reporting time, duty hours, or availability of the vehicle for official use by SAI. The Service Provider shall arrange charging facilities at its own cost and shall ensure access to adequate charging infrastructure within Delhi-NCR and other operational areas. SAI shall not be responsible for providing charging stations, charging equipment, electricity, or parking facilities for charging unless specifically agreed in writing. The Service Provider shall ensure timely preventive maintenance of all EV components, including batteries, motors, charging ports, electrical systems, cooling systems, and software updates, as recommended by the manufacturer.

ii. Minimum State of Charge

Every electric vehicle shall report for duty with a minimum battery charge level of 80%, unless otherwise instructed by the Officer-in-Charge. The vehicle shall remain operational throughout the assigned duty without requiring charging interruptions that adversely affect official work.

iii. Replacement Vehicle

In the event an EV becomes unavailable due to battery depletion, charging failure, battery malfunction, electrical fault, or any other EV-related issue, the Service Provider shall provide an equivalent or higher category replacement vehicle, including an Internal Combustion Engine (ICE) vehicle if necessary, within the time prescribed under Clause 7, without any additional cost to SAI.

iv. Charging Cost

All expenses relating to charging of electric vehicles, including electricity charges, charging station fees, membership charges, charging equipment, and associated costs, shall be borne entirely by the Service Provider and shall be deemed included in the quoted rates.

v. Software and Connectivity

The Service Provider shall ensure that the EV software remains updated in accordance with the manufacturer's recommendations and that all essential vehicle diagnostics and safety systems remain fully functional throughout the contract period.

SECTION (E): GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

- 1.1 The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same is not superseded by Schedule of Requirements/Scope of work under Section D and Technical Specification of this document.
- 1.2 All relevant clauses in Section B, Instructions to Bidders (ITB), will be binding on this purchase.

2. Use of contract documents and information

- 2.1 The contractor shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the contractor in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purpose of such performance for this contract.
- 2.2 The Contractor and its personnel shall maintain strict confidentiality of all information, documents, drawings, reports, data, materials or knowledge received from SAI and shall not disclose the same to any third party without prior written consent of SAI. This obligation shall survive expiration or termination of the Contract.
- 2.3 Further, the contractor shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub clause 2.1 above except for the sole purpose of performing this contract.
- 2.4 Except the contract issued to the contractor, each and every other document mentioned in GCC sub clause 2.1 above shall remain the property of the purchaser and if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the contractor's performance and obligation under this contract.

3. Intellectual Property Rights/Patent Rights

- 3.1 The Contractor shall, at all times, fully indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the contractor under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks, copyright etc. Being made against the purchaser, the purchaser shall notify the contractor of the same and the contractor shall, at his own expense take care of the same for settlement and if required, duly represent the purchaser before any courts/forums in this regard, without any cost liability to the purchaser.
- 3.2 In the event that the use of any goods, equipment, software, documents or services supplied by the Contractor is prohibited or restricted due to any third-party claim of infringement, the Contractor shall, at its own cost and without causing any interruption to Purchaser's operations, either (a) procure for the Purchaser the right to continue using such goods/services; or (b) replace or modify them with functionally equivalent non-infringing goods/services acceptable to the Purchaser. If the Contractor fails to do so within a reasonable period, the Purchaser shall be entitled to terminate the Contract without any financial liability and recover all losses, damages and costs incurred.

3.3 The indemnity obligations under this Clause shall survive the expiry or termination of the Contract.

4. Indemnity

4.1 The Contractor shall indemnify, defend and hold harmless SAI, its officers, employees and representatives from and against any and all losses, damages, liabilities, claims, actions, costs and expenses (including legal fees) arising out of or in connection with:

- a) any breach of the terms of this Contract;
- b) any negligence, misconduct or omission of the Contractor or its employees/ agents;
- c) any claim by third parties arising out of the services provided;
- d) any violation of applicable laws, labour laws, safety norms or statutory regulations;
- e) any injury (including death) to any person or damage to any property resulting from performance of services.

4.2 This Clause shall survive completion or termination of the Contract.

5. Performance Security

5.1 As guarantee for the due performance, observance and fulfilment of all obligations, terms, conditions, representations, warranties and covenants of the Contractor under the Bidding Documents within 14 days from the date of the issue of notification of award by the purchaser, the Contractor shall furnish Performance guarantee to the Purchaser for an amount equivalent to three (03%) of the total value of the contract prior signing of this contract.

5.2 The Performance Security shall be denominated in Indian Rupees in any one of the following 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 favour of the Secretary, SAI.

5.3 SAI will release the Performance Security to the Contractor without any interest, upon completion of all contractual obligations without default and after adjusting damages/losses and recoveries, if any.

5.4 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.

5.5 The bidder agrees that the decision of SAI in respect of any forfeiture/invoication/adjustment of the Performance Security shall 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 such forfeiture/invoication/adjustment, the bidder shall replenish the Performance Security to its original amount within seven (07) days from the date of such forfeiture/invoication/adjustment. In case of any delay or failure in replenishing the Performance Security as stated above, SAI reserves the right to terminate the contract without any further notice to the bidder.

5.6 Performance Security shall be forfeited and credited to the accounts of SAI, in the event of a breach of contract by the contractor, in terms of the relevant contract. Without prejudice to its other rights and remedies under any contract, law, or equity (including without limitation Purchaser's right to

terminate the Agreement for breach and claim for losses and damages),

6. Scope of Work / Services

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

7. Inspection, Testing and Quality Controls - DELETED

8. Terms of Service Delivery and Completion of Services

- 8.1 The works/services shall be provided by the Contractor in accordance with the terms and conditions specified in the Contract.
- 8.2 The Contractor shall complete the required services within the stipulated period. Time shall be the essence of the Contract. However, in case the Contractor fails to complete the services within the stipulated schedule, the Purchaser may, at its discretion, grant extension of time for completion of such services. Such extension, if granted, shall be subject to the following conditions:
- i. The Contractor shall be liable to pay liquidated damages/penalty for delay, which shall be recovered by the Purchaser as per the provisions of the Contract or as per its prevailing policies.
 - ii. No increase in contract price shall be admissible on account of any statutory increase in taxes, duties or levies that may occur after the expiry of the stipulated service period.
 - iii. The Purchaser shall be entitled to the benefit of any reduction in statutory taxes, duties or levies that may occur during the currency of the Contract.

9. Compliance with labour laws

The Contractor shall comply with all applicable labour laws, minimum wage requirements, PF, ESI/Insurance coverage, bonus, professional tax, welfare legislation and statutory obligations in respect of all personnel deployed. SAI shall not be liable for any non-compliance or violation committed by the Contractor. In case of any claim against SAI, the same shall be recovered from payments due to the Contractor.

10. Warranty: DELETED

11. Assignment

The contractor shall not assign, either in whole or in part, its contractual duties, responsibilities and obligation to perform the contract, except with the Purchaser's prior written permission.

12. Prices

The prices quoted by the Bidder shall remain firm and fixed during the currency of the contract and shall not be subject to variation on any account.

13. 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 actuals. Statutory variation in

Service Tax / GST will be to the purchaser's account.

14. Terms and Mode of Payment

- 14.1 Payment against the contracted services will be made on a monthly basis, on submission of bills along with documents mentioned under Section D, subject to recoveries/damages, if any.
- 14.2 The contractor shall submit monthly bills, supported by vehicle-wise duty records and logbooks duly certified by the designated officer of SAI. Payment shall be released only after verification of the bills and satisfactory performance of the services, subject to applicable statutory deductions.
- 14.3 The monthly bill shall contain, inter alia:
 - i. Vehicle registration number;
 - ii. Name of driver;
 - iii. Period of deployment;
 - iv. Kilometres utilized;
 - v. Duty hours performed;
 - vi. Certification by the authorized user/controlling officer.
- 14.4 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and any other applicable tax will be made from the bills payable to the Contractor at the rates as notified from time to time.
- 14.5 If, as a result of post-payment audit, any overpayment is detected in respect of any bill of the contractor under the contract, the same shall be recovered by the Sports Authority of India (SAI) from the contractor.
- 14.6 Payment shall be governed by the actual number of assets maintained during the contract period, in accordance with the terms and conditions of the tender and the applicable maintenance rates.

15. Delay in the Contractor's Performance

- 15.1 The contractor shall complete the works under the contract within the time schedule specified by the Purchaser as incorporated in the contract. The time for and the date of completion as stipulated in the schedule shall be deemed to be of the essence of the contract and the work must be completed not later than the date (s) as specified in the contract.
- 15.2 Subject to the provision of Force Majeure under GCC clause 22, any delay by the contractor in maintaining its contractual obligations towards delivery of performance of services shall render the contractor liable to any or all of the following actions:
 - a. Imposition of Liquidated Damages,
 - b. Forfeiture of its Performance Security and
 - c. Termination of the Contract for default.
- 15.3 If at any time during the currency of the contract, the contractor encounters conditions hindering timely completion of works and performance, the contractor shall promptly inform the Purchaser in writing about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving the contractor's communication, the Purchaser

shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of contractor's contractual obligations by issuing an amendment to the contract.

15.4 When the period of completion is extended due to unexcused delay by the contractor, the amendment letter extending the completion period shall, inter-alia contains the following conditions:

- i. The Purchaser shall recover from the contractor, under the provisions of the clause 22 of the General Conditions of Contract, liquidated damages on the works, which the Contractor has failed to deliver within the delivery period stipulated in the contract.
- ii. That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of Goods and Service Tax and Works Contract Tax or on account of any other tax or duty/levy which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
- iii. But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Goods and Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

15.5 Passing of Property

- i. The property in the goods shall not pass to the purchaser unless and until the goods have been delivered to the consignee and thereafter inspected and accepted in accordance with the conditions of the contract.
- ii. Where there is a contract for sale of specific goods and the contractor is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.
- iii. Unless otherwise agreed, the goods remain at contractor's risk until the property therein is transferred to the purchaser.

16. Liquidated Damages

16.1 If the Service Provider fails to deliver any or all of the Services within the original/re-fixed delivery period(s) specified in the contract, SAI will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value per week or part of the week of delayed period, until actual delivery or performance, as pre-estimated damages not exceeding 5% of the total contract value without any controversy/dispute of any sort whatsoever. However, in case of inordinate delay maximum deduction shall be 10% of the total contract value.

16.2 In case the accumulated LD reaches the maximum limit or in the event of repeated or persistent non-performance, SAI shall, without prejudice to its other rights and remedies under the Contract, be entitled to terminate the Contract and/or forfeit the Performance Security.

- 16.3 In the event the Service Provider fails to commence the services within twenty (20) days from the stipulated date of commencement, SAI may terminate the Rate Contract after giving due notice, forfeit the Performance Security, and recover any additional expenditure incurred in arranging the services from alternative sources at the risk and cost of the Service Provider.
- 16.4 No Liquidated Damages shall be levied in case the delay is attributable to Force Majeure events or reasons solely attributable to SAI, duly established and accepted by SAI.

17. Liability for Damages/Penalty:

- 17.1 The successful bidder shall ensure uninterrupted, timely, and satisfactory cab and taxi services throughout the contract period. In the event of failure to meet the contractual obligations or service standards prescribed in the Rate Contract, SAI shall be entitled to impose penalties, recover additional expenditure incurred, and take other contractual actions as deemed appropriate. The decision of SAI in this regard shall be final and binding on the contractor.
- 17.2 If the contractor fails to provide the requisitioned vehicle at the designated place and time, a penalty of Rs.200 shall be imposed for a delay of up to 30 minutes. For delays exceeding 30 minutes, a penalty of Rs.300 per hour or part thereof shall be levied. If the Service Provider fails to provide the vehicle within two hours of the scheduled reporting time, SAI may arrange an alternative vehicle from any other source at the risk and cost of the contractor. In such cases, the full hiring charges for the day, together with an additional penalty of Rs.1,000 per instance, may be recovered from the Service Provider.
- 17.3 In the event of a vehicle breakdown during duty hours, the Service provider shall provide a replacement vehicle of the same or higher category within 02 hours. Failure to provide a replacement vehicle within the stipulated time shall attract a penalty of Rs.300 per hour or part thereof. SAI shall also have the right to arrange an alternate vehicle and any additional expenditure incurred shall be recoverable from the Service Provider.
- 17.4 The contractor shall ensure that only clean, well-maintained, air-conditioned and mechanically fit vehicles are deployed. If any vehicle is found to be dirty, unhygienic, mechanically defective, lacking proper air-conditioning or otherwise unsuitable for official use, SAI may reject the vehicle and impose a penalty of Rs.500 per instance. The rejected vehicle shall be replaced immediately without any additional cost to SAI.
- 17.5 Only vehicles meeting the age and technical specifications prescribed in the tender shall be deployed. Deployment of an overaged vehicle or a vehicle not conforming to the prescribed specifications shall result in rejection of the vehicle along with a penalty of Rs.1,000 per instance. The Service Provider shall provide a suitable replacement vehicle immediately.
- 17.6 The Service Provider shall ensure that every driver deployed under the contract is properly trained, well-groomed, medically fit and possesses a valid driving license along with all statutory documents. Drivers shall wear a clean uniform and prominently display an identity card while on duty. A penalty of Rs.500 per occasion shall be imposed if the driver reports without the prescribed uniform or identity card. Any incident involving rude behaviour, refusal to perform duty or refusal to follow the lawful instructions of the authorised officer of SAI, smoking, consumption of alcohol or intoxicants, rash or negligent driving or misconduct with officers, employees, athletes, or visitors of SAI shall attract a penalty of Rs.2,000 per incident. In addition, SAI may require immediate

replacement of such driver, and repeated complaints may lead to termination of the contract.

- 17.7 Non-Availability Due to Charging: Failure of an electric vehicle to perform assigned duties owing to inadequate battery charge, failure to arrange timely charging, insufficient driving range, or any EV-related operational issue shall be deemed non-deployment of the vehicle and shall attract the same penalties applicable to vehicle breakdown or non-availability under the contract.
- 17.8 The contractor shall ensure that every vehicle carries all valid statutory documents, including the Registration Certificate, Fitness Certificate, valid Permit, Insurance Policy, Pollution Under Control (PUC) Certificate, and any other documents required under applicable law. Deployment of a vehicle without any mandatory document shall attract a penalty of Rs.2,000 per instance, and SAI may refuse to utilize such vehicle until compliance is ensured.
- 17.9 The contractor shall maintain complete and accurate logbooks and submit genuine claims for payment. Submission of inflated bills, manipulated logbooks, incorrect mileage, or false claims shall result in recovery of the excess amount paid together with an additional penalty equivalent to 10% of the disputed amount. Repeated instances of fraudulent billing or manipulation of records may lead to termination of the contract and forfeiture of the Performance Security.
- 17.10 The contractor shall not substitute approved vehicles without obtaining prior approval from the competent authority of SAI. Unauthorized substitution of vehicles shall attract a penalty of Rs.1,000 per occurrence.
- 17.11 Any traffic violation, unsafe driving practice, overspeeding, or negligence attributable to the driver shall attract a penalty of Rs.1,000 per instance. Any challan or statutory penalty imposed by the competent authority due to the negligence or fault of the driver shall be borne solely by the Service provider.
- 17.12 If the Service Provider repeatedly defaults in providing satisfactory services or commits persistent breaches of the contractual obligations despite written warnings, SAI may, after giving the Service provider reasonable opportunity to explain, terminate the contract in accordance with the terms and conditions of the Rate Contract. In such cases, SAI may also forfeit the Performance Security Deposit, recover any outstanding dues, and make alternative arrangements for the services at the risk and cost of the contractor.
- 17.13 The cumulative penalties imposed under this Clause during any calendar month shall ordinarily not exceed **10% of the monthly bill value** payable to the Service Provider. However, this limitation shall not restrict SAI from recovering any actual loss, additional expenditure incurred under the risk and cost provisions, statutory dues, damages, or any other amounts recoverable under the terms of the Rate Contract or applicable law.
- 17.14 Any penalty, recovery, damages, or other amounts payable by the Service Provider under this Rate Contract may be recovered by SAI from the monthly bills, Performance Security Deposit or any other amount due or becoming due to the Service Provider, without prejudice to any other rights or remedies available to SAI under the contract or applicable law.

18. Termination for Default

- 18.1 The purchaser, without prejudice to any other contractual rights and remedies available to it (the purchaser), may, by written notice of default sent to the contractor, terminate the contract in whole or in part, if the contractor fails to complete the works or fails to perform any other

contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser.

18.2 In the event of Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub clause 15 above, the Purchaser/Consignee may procure works and/ or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the contractor shall be liable to the Purchaser/Consignee for the extra expenditure and costs, if any incurred by the purchaser/consignee for arranging such procurement.

18.3 Unless otherwise instructed by the purchaser, the contractor shall continue to perform the contract to the extent not terminated.

19. Notice

19.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by e- mail/speed post and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

19.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

20. Period of Contract

The term of association shall be for **12 months** from the date of issuance of Notification of Award (NOA), or until completion of all contractual obligations as per RFP whichever is later. The Contract may be further extended for an additional period of 12 months on mutual agreement, on the same prices, terms & conditions of the Contract.

21. Termination for Insolvency

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

22. Force Majeure

22.1 The contractor shall not be liable for imposition of any such sanction so long the delay and/or failure of the contractor in fulfilling its obligations under the contract is the result of an event of Force Majeure.

22.2 For purposes of this clause, Force Majeure means an event beyond the control of the contractor and not involving the contractor's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

- 22.3 If a Force Majeure situation arises, the contractor shall promptly notify the Purchaser in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 22.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 22.5 In case due to a Force Majeure event the Purchaser is unable to fulfil its contractual commitment and responsibility, the Purchaser will notify the contractor accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

23. Termination for Convenience

- 23.1. SAI may, for its convenience and without assigning any reason, terminate the Contract in whole or in part by giving the Contractor not less than thirty (30) days' prior written notice during the currency of the Contract. The notice shall expressly state that the termination is being effected for the convenience of the Purchaser and shall specify the extent of the Contractor's performance that is being terminated and the effective date of such termination.
- 23.2. Upon receipt of a notice of termination, the Contractor shall, subject to Clause 1.4 below, discontinue the work only to the extent specified in the notice and shall take reasonable steps to minimise further costs and obligations in respect of the terminated portion of the Contract.
- 23.3. The Contractor shall not be required to cancel or terminate any purchase order, subcontract, commitment or other obligation which was lawfully incurred prior to receipt of the termination notice and which cannot reasonably be cancelled without liability. The Contractor shall take reasonable steps to mitigate such costs.
- 23.4. The Purchaser shall accept and pay for all goods, works and services which have been completed and are ready for delivery or performance as of the effective date of termination, or which are completed within three (3) days following receipt of the termination notice, provided that such goods, works and services conform to the requirements of the Contract.
- 23.5. In the event of termination for convenience, the Purchaser shall, in addition to the amounts payable under Clause 1.3, pay the Contractor:
- (a) the proportionate Contract Price for all work properly performed up to the effective date of termination;
 - (b) the reasonable and demonstrable costs of work-in-progress;
 - (c) the cost of raw materials, components and other goods specifically procured for the Contract which cannot reasonably be returned, cancelled or re-used;
 - (d) reasonable and demonstrable cancellation, demobilization and termination costs arising directly from the termination;
 - (e) all amounts payable by the Contractor to its approved subcontractors or suppliers as a direct consequence of the termination; and
 - (f) reasonable overheads and profit attributable to the portion of the Contract validly performed prior to termination.

- 23.6. The Contractor shall take reasonable measures to mitigate all such costs.
- 23.7. Termination for convenience shall not affect any rights, liabilities or obligations of either party which accrued prior to the effective date of termination, including the Contractor's right to receive payment of amounts properly due and payable.
- 23.8. The Purchaser shall not invoke termination for convenience for the purpose of avoiding payment of any amount which has accrued or become payable to the Contractor under the Contract.

24. Fall Clause

- 24.1. The Contractor represents that, as of the date of submission of its bid, it has not knowingly supplied substantially identical products, systems or sub-systems to any Government department, Government undertaking, statutory body, local authority or private purchaser at a lower net price, where such supply was made under substantially comparable quantities, specifications, delivery conditions, payment terms, warranty obligations, taxes, duties and other material commercial conditions.
- 24.2. If, during the currency of the Contract, the Contractor supplies substantially identical products, systems or sub-systems to another purchaser at a lower net price under substantially comparable commercial conditions, the Contractor shall notify the Purchaser of such transaction and the parties shall discuss in good faith whether an equitable adjustment to the Contract Price is warranted.
- 24.3. Any adjustment shall take into account differences in quantity, specifications, delivery schedule, destination, taxes and duties, payment terms, warranty obligations, after-sales obligations, installation requirements, financing costs, foreign exchange exposure and any other material commercial difference.
- 24.4. For the avoidance of doubt, the Fall Clause shall not apply to:
 - (a) export or deemed-export transactions;
 - (b) sales involving substantially different quantities or specifications;
 - (c) sales made pursuant to special promotional, introductory or distress-sale arrangements;
 - (d) sales involving materially different payment, warranty, delivery or service conditions;
 - (e) sales where the lower price results from Government subsidy, incentive, tax benefit or other statutory concession not available under the Contract;
 - (f) sales made to the Contractor's employees, affiliates or group entities on non-arm's-length terms;
 - (g) sales made pursuant to settlement of claims, liquidation of obsolete stock or other exceptional circumstances; or
 - (h) any transaction where the lower price does not represent the normal commercial price for substantially comparable goods under substantially comparable conditions.
- 24.5. No reduction in the Contract Price shall become payable solely on the basis of an allegation by the Purchaser. Before making any adjustment or recovery under this Clause, the Purchaser shall provide the Contractor with reasonable written particulars and supporting evidence of the transaction relied upon and shall provide the Contractor a reasonable opportunity to respond.

- 24.6. Any amount determined to be payable pursuant to this Clause shall be limited to the demonstrable difference attributable to the comparable transaction and shall not exceed the amount, if any, finally determined to be recoverable under this Clause.
- 24.7. The Purchaser shall not recover any disputed amount under this Clause by adjustment against the Contractor's bills, Performance Security or other dues unless the amount has been admitted by the Contractor or finally determined to be payable pursuant to the dispute resolution mechanism under the Contract.
- 24.8. The obligations under this Clause shall remain effective during the currency of the Contract and for a period of twelve (12) months thereafter, solely in respect of transactions occurring during the applicable period.

25. Withholding, Lien and Set-Off

- 25.1. Where the Purchaser has a bona fide claim against the Contractor arising directly out of or in connection with the Contract, the Purchaser may, after giving the Contractor reasonable prior written notice specifying the nature and amount of such claim and providing the Contractor a reasonable opportunity to respond, withhold only such amount as is undisputed or has been finally determined to be payable by the Contractor.
- 25.2. The Purchaser shall not invoke, encash or appropriate the Performance Security, or withhold amounts otherwise payable to the Contractor, solely on the basis of a disputed claim, except to the extent expressly permitted elsewhere in the Contract or applicable law.
- 25.3. The Purchaser shall not set off or recover any disputed claim arising under one contract against amounts payable to the Contractor under any other contract, unless such right is expressly provided for in that other contract and the relevant amount has been admitted by the Contractor or finally determined to be payable.
- 25.4. Any amount withheld or retained under this Clause shall be released promptly upon resolution of the relevant claim to the extent that the amount is found not to be payable by the Contractor.
- 25.5. Nothing in this Clause shall prejudice either party's right to pursue any claim or remedy available under the Contract or applicable law.
- 25.6. Where any amount is withheld in circumstances subsequently determined to be unjustified, the Contractor shall be entitled to such interest, if any, as may be awarded by the competent court or arbitral tribunal in accordance with the Contract and applicable law.

26. Resolution of Disputes

- 26.1. If any dispute, controversy or difference of any kind arises between SAI and the Contractor in connection with or arising out of the Contract, including any question regarding its existence, validity, interpretation, performance, breach or termination, the parties shall first endeavour to resolve the dispute amicably through mutual consultations.
- 26.2. If the parties are unable to resolve the dispute within twenty-one (21) days from the date on which either party gives written notice of the dispute to the other party, either party may issue a written notice invoking arbitration in accordance with this Clause. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended from time

to time.

- 26.3 Any dispute which has not been resolved pursuant to Clause 4.2 shall be referred to a Sole Arbitrator to be mutually appointed by the parties within thirty (30) days from receipt of the notice invoking arbitration.
- 26.4 Both parties shall act in good faith and make reasonable efforts to agree upon a mutually acceptable Sole Arbitrator within the said period.
- 26.5 If the parties are unable to mutually agree upon and appoint the Sole Arbitrator within thirty (30) days from receipt of the notice invoking arbitration, either party may approach the appropriate court under Section 11 of the Arbitration and Conciliation Act, 1996 for appointment of the Sole Arbitrator.
- 26.6 The Arbitrator appointed pursuant to this Clause shall be independent and impartial and shall make all disclosures required under Section 12 of the Arbitration and Conciliation Act, 1996, including the disclosures contemplated under the Fifth and Seventh Schedules thereto.
- 26.7 Neither SAI nor the Contractor shall unilaterally appoint or nominate the Sole Arbitrator.
- 26.8 The arbitral award shall be final and binding upon the parties, subject to the rights and remedies available to the parties under Sections 34 and 37 of the Arbitration and Conciliation Act, 1996 and other applicable provisions of law.
- 26.9 **The seat of arbitration shall be New Delhi, India.** The arbitral proceedings shall be conducted in English. Hearings may be conducted at New Delhi, at such other location as may be mutually agreed by the parties, or through virtual means as directed by the Arbitral Tribunal.
- 26.10 Pending resolution of any dispute or arbitration proceedings, the parties shall continue to perform their respective undisputed obligations under the Contract, unless such performance is rendered impossible, commercially impracticable, or is otherwise stayed or directed by the Arbitral Tribunal or a competent court.
- 26.11 The Contractor shall not be required to continue performing any obligation for which the corresponding undisputed payment due from the Purchaser has not been made in accordance with the Contract.

27. Jurisdiction

- 27.1 Subject to the arbitration agreement contained herein, the courts having competent jurisdiction at New Delhi shall have exclusive jurisdiction in respect of applications and proceedings arising out of or in connection with the arbitration agreement, including proceedings under Sections 9, 11, 34 and 37 of the Arbitration and Conciliation Act, 1996, to the extent permitted by applicable law.
- 27.2 Nothing in this Clause shall prevent either party from seeking interim or conservatory relief from a court of competent jurisdiction where such relief is legally available.

28. Applicable Law

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

29. Assignment of Contract:

- 29.1. Neither party shall assign or transfer the whole or any material part of its rights or obligations under the Contract without the prior written consent of the other party, such consent not to be unreasonably withheld, conditioned or delayed.
- 29.2. The Contractor may, with prior written notice to the Purchaser, assign or create security over receivables arising under the Contract in favour of its banks or financing institutions for bona fide financing purposes, provided that such arrangement does not relieve the Contractor of its obligations under the Contract.
- 29.3. The Contractor may also undertake internal restructuring or transfer of the Contract to an affiliate or successor entity as part of a bona fide corporate reorganization, subject to prior written notice to and reasonable consent of the Purchaser, such consent not to be unreasonably withheld or delayed.

30. Sub-Contracting:

- 30.1. The Contractor shall not subcontract the whole of the Contract without the prior written consent of SAI.
- 30.2. The Contractor may engage approved subcontractors for specialised, ancillary or identified portions of the work with the prior written consent of SAI, such consent not to be unreasonably withheld or delayed.
- 30.3. The Contractor shall remain responsible to SAI for the proper performance of the Contract and for the acts and omissions of its subcontractors to the same extent as if such acts or omissions were those of the Contractor.
- 30.4. For the avoidance of doubt, the appointment of ordinary-course suppliers, manufacturers, logistics providers, consultants, professional advisers and vendors who do not assume a material part of the Contractor's contractual obligations shall not constitute subcontracting requiring separate approval, provided that the Contractor remains responsible for compliance with the Contract.
- 30.5. The Contractor shall ensure that its approved subcontractors comply with all applicable contractual requirements relevant to the portion of work entrusted to them.

BID SUBMISSION FORM

Date: _____

To,
Executive Director, GAPD
Sports Authority of India
Jawaharlal Nehru Stadium
New Delhi

Ref. Your Bidding Document No. _____

Sir,

I/We, the undersigned have gone through the above-mentioned Bidding Document, including amendment/corrigendum no. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver _____ (Description of goods and services) to the purchasers named in the schedule in conformity with your above referred document at the rates as shown in the price schedule(s), attached herewith and made part of this Bid.

2. I/We further confirm that, if our Bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 05 of Section- E for due performance of the Contract.

3. I/We agree to keep our Bid valid for acceptance for 180 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.

4. I/We further confirm that, upon conclusion of formal Contract on us, the supply orders placed on us by the designated Purchaser against the Contract shall constitute a binding contract between us and the Purchaser.

5. I/We confirm that the rates offered by the bidder are same in respect of the items stipulated in the contract document.

6. I/We undertake that we have not supplied the required items at a price lower than the price quoted for these items by us.

7. I/We fully agree to abide by all terms and conditions of General Conditions of Contract as per Section-E.

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

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

10. I/we understand that SAI may cancel the Selection Process at any time and that SAI is neither bound to accept any Proposal that SAI may receive nor to select the Bidder without incurring any liability to the Bidders.

11. 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 bidder]

BANK GUARANTEE FORM FOR BID SECURITY

Whereas _____ (hereinafter called the “Bidder”) has submitted its quotation dated _____ for the 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 Sports Authority of India (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, breaches the terms and conditions of the tender document, 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 Rate 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 _____ days i.e., for _____ days (_____ days + 45 days) from the date of Bid Opening and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorised officer of the Bank)

Name and designation of the officer

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

PROFORMA FOR SUMMARY OF PAST PERFORMANCE**(For the period of last three years)**

Bid Reference No.

Date and time of opening : _____

Name and address of the Bidder : _____

Order placed by (full address of Purchaser)	Order number and date	Description of ordered services (Monthly Taxi & Cab services)	Value of order (Rs.)	Date of completion of Contract		Remarks indicating reasons for delay if any	Have the services been functioning satisfactorily (Attach documentary proof) **
				As per Contract	Actual		
1	2	3	4	5	6	7	8

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect; we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

Signature and seal of the Bidder

*****The documentary proof will be certificate from the consignee/end user with cross-reference of order no. and date in the certificate along with a notarized certification authenticating the correctness of the information furnished.***

PROFORMA FOR ANNUAL TURNOVER

S. NO.	FINANCIAL YEAR	ANNUAL TURNOVER (INR)
1.	2022-23	
2.	2023-24	
3.	2024-25	
4.	2025-24	

Certificate from the Statutory Auditor

This is to certify that the **average turnover of the bidder from in any three financial years** is **Rs. .**
(In words) and the net worth in the last five years is Positive

Name of the audit firm:

Seal of the audit firm Date:

(Signature, name and designation of the authorized signatory)

Note: In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant (CA) that ordinarily audits the annual accounts of the Bidder.

- In case audit of the firm is pending for the FY 2025-26, then Audited accounts and Report of 2022-23 will be accepted i.e., the average annual turnover of FY 2022-23, 2023-24 and 2024-25 will be considered.*

POWER OF ATTORNEY (SAMPLE)

(Note- Board resolution in case of company)

Know all men by these presents, we, _____ (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./Ms.son/daughter/wife and presently residing at _____, who is presently employed with us and holding the position ofas our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for Engagement with SAI including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre- proposal and other conferences and providing information/ responses to SAI, representing us in all matters before SAI, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with SAI, in all matters in connection with or relating to or arising out of our Proposal for said Project and/or upon award thereof to us till the entering into of the Agreement with SAI.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative 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 Authorized Representative 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 PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2020.

For
(Signature, name, designation and address) Witnesses:

- 1.
- 2.

Notarized Accepted
.....
(Signature, name, designation and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of INR 50 (fifty) and duly notarized by a notary public.

PRICE BID FORMAT
(As per the BOQ Uploaded on CPP Portal)

Evaluation Criteria:

The above price, “Total Price to be considered for Evaluation/ to determine the L1 bidder including GST” will be considered only for arriving at the L1 bidder.

Note: The rates will be applicable for the entire period without any variation on my account except statutory variations.

(Signature of Bidder) Name, Address & Seal of Bidder

Place: _____/Date: _____

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

WHEREAS _____ (Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no. _____ dated _____ for (description of services) (herein after called “the contract”). AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee from a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of. _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract 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 or the sum specified therein.

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

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

This guarantee shall be valid up to _____ days beyond the date of expiry of contract period as per RFP.

(Signature with date of the authorized officer of the Bank)

.....

.....

Name and designation of the officer

.....

.....

.....

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

CONTRACT AGREEMENT FORMAT

Contract No _____ dated _____

This is in continuation to this office's Notification of Award No. _____ dated _____

1. Name & Address of the Successful Bidder: _____
2. SAI's Bidding Document No _____ dated _____ and subsequent Amendment No., dated _____ (if any), issued by the SAI.
3. Successful Bidder Bid No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the Successful Bidder and the SAI in connection with this Bid.
4. In addition to this Contract Agreement Form, the following documents etc, which are included in the bidding documents shall also be deemed to form and be read and construed as integral part of this contract:
 - a) General Terms and Conditions of Contract as mentioned in the Bid
 - b) Scope of Services as mentioned in General and Additional Terms and Conditions – Buyer Specific Clauses
 - c) Other Terms and Conditions of the Bid;
 - d) Bid Form furnished by the Successful Bidder
 - e) Price Schedule(s) furnished by the Successful Bidder in its Bid;
 - f) SAI's Notification of Award
5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

- (i) Brief particulars of services which shall be performed/ provided by the Successful Bidder are as under:

Schedule No.	Brief description of services	Total Charges	Period of contract	Total contract value

Taxes, if any _____

Total value (in figure) _____ (In words) _____

- (ii) Period of contract:
- (iii) Details of Performance Security:
- (iv) Payment terms:

(Signature, name and address of the SAI's authorised official)

For and on behalf of _____

Received and accepted this contract

(Signature, name and address of the Successful Bidder executive duly authorised to sign on behalf of the Successful Bidder)

For and on behalf of _____

(Name of the Successful Bidder)

(Seal of the Successful Bidder)

Date: _____

Place: _____

UNDERTAKING

I/ We have read and understood the instructions and the terms and conditions contained in the document. I/We accordingly accept all terms and conditions of the tender enquiry document including the essential conditions specially incorporated in the tender enquiry like terms of payment, forfeiture of bid security/performance security, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law etc. I/ We confirm that we do not stand deregistered/debarred/banned/blacklisted by any Govt. Authorities and we are not under litigation regarding backlisting/debarment with any Govt. Authorities. I/ We do hereby declare that the information furnished/ uploaded is correct to the best of my/our knowledge and belief. I/We hereby certify that the prices offered by us in this tender is not higher than the prices we had offered to any other Govt. of India Organization (s)/PSU(s) during the last one year and shall provide the justification for reasonableness of our offered price whenever asked during evaluation of our submitted bid. I/ We also hereby certify that if at any time, information furnished by us is proved to be false or incorrect; I/ We are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

Date:

(Signature of the bidder)

NAME & ADDRESS OF THE BIDDER

**FORMAT FOR SELF-DECLARATION REGARDING RESTRICTION UNDER RULE 144 (XI)
OF GFR 2017 (LAND BORDER SHARING)**

(to be printed in letter head)

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

I, the undersigned, _____ (full names), do hereby declare, in my capacity as _____ of
M/s _____ (name of bidder entity), that:

I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 office memorandum (OM) No. F.18/37/2020-PPD Dt:08.02.2021, OM NO. F.12/1/2021-PPD (Pt) dated 02.03.2021 and OM No. F.7/10/2021-PPD dated 08.06.2021 and OM No.F.7/10/2021-PPD dated 23.02.2023 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order.

I certify that M/s _____ (name of bidder entity) is not from such a country or, is from such a country (strike out whichever is not applicable), has been registered with the Competent Authority. I hereby certify that this SUPPLIER fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]

I understand that the submission of incorrect data and/ or if certificate/ declaration given by M/s _____ (name of bidder entity) is found to be false, this would be a ground for debarment and further legal action in accordance with law as per Clause 18 of Procurement Policy Division OM No.F.7/10/2021-PPD dated 23.02.2023.

AUTHORISED SIGNATURE: DATE: _____

Seal / Stamp of Bidder

Format for MII declaration (to be printed in letter head)

Self-Certification under preference to Make in India order Certificate

- 1) In line with Government Public Procurement Order No. P-45021/2017-PP (BE-II) dated 04.06.2020 and its amendments, we hereby certify that we M/s_____are local suppliers and the offered item having local content of %_____ (excluding Net Domestic Indirect Taxes, Transportation, Insurance, Installation, Commissioning, Training and after sales service support like AMC/CMC etc.) as defined in above orders for the material against Tender/Bid No._____, Dated_____
- 2) Details of location at which local value addition will be made as follows:

- 3) We also understand, false declaration will be breach of the code of integrity under the rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per rule 151 (iii) of the General Financial Rules along with such other actions as maybe permissible under law.

Thanking You

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)

FORMAT OF VENDOR INFORMATION FORM

Bidders are requested to furnish the following information and enclose along with bid.

Particulars	Details
Agency Name	
Registration No.	
Registered Address of the Agency	
Name & Designation of Authorized Person	
Telephone No.	
Official Email-ID	
Contact Information	1. Name: +91: XXXXXXXXXXXX
	2. Name: +91: XXXXXXXXXXXX
Bank details of the Agency	
Bank Name	
Branch Address	
Bank Account No.	
IFSC Code	
PAN No.	
TIN No.	
GST No.	

Signature with Stamp of Authorized Person: _____

Name: _____

Place: _____

Company's Seal: _____

INSPECTION & ACCEPTANCE CERTIFICATE

Certified that the following work has/ have been successfully completed as per the contract specifications and terms & conditions of contract.

1)	Contract No. & Date	
2)	Firm's Name & Address	
3)	Consignee	
4)	Description of the work	
5)	Work Completed	
6)	Date of Work	
7)	Damages/Shortages/Recoveries	
8)	Remarks, if any	
9)	Ledger Entry Details	

() () ()

Signatures of Inspection & Acceptance Committee Members

Counter signed by Head of the Centre

Date: _____

Place: _____

(Seal)

BID SECURING DECLARATION

(To be submitted by bidder seeking EMD exemptions)

Bidder's Reference No. _____

Date.....

To,

Executive Director (GAPD)
Sports Authority of India
Jawaharlal Nehru Stadium (Gate
No. 10), Lodhi Road New Delhi-
11003

Ref: Tender Document No..... for

Sir/ Madam,

We, the undersigned, solemnly declare that: We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in case the bidder is seeking EMD exemption.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organisation for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

- a) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
- b) being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
 - i. Refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
 - ii. Fail or refuse to sign the contract.

We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

- i. receipt by us of your notification
 - (a) of cancellation of the entire tender process or rejection of all bids or
 - (b) of the name of the successful bidder or
- ii. forty-five days after the expiration of bid validity any extension to it.

(Signature with date)

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

Dated on..... day of[insert date of signing]

Place..... [insert place of signing]

DA:.....

INTEGRITY PACT

(Format of Integrity Pact)

PRE-CONTRACT INTEGRITY PACT

This pre-bid /pre contract Agreement (hereinafter called Integrity Pact) is made onday of the month of 20.. between, on one hand, Sports Authority of India, hereinafter referred to as “The Buyer” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the First Part.

And

M/s _____, a company/ firm/ individual (status of the company), PSU/Partnership/Joint Venture and having its registered office atrepresented by Shri _____, hereinafter referred to as “The Bidder/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the Second Part.

WHEREAS the Buyer proposes to procure _____ (Name of the work/ goods/ services) and the Bidder/Seller is willing to offer against NIT No _____, aforesaid proposal of the buyer.

WHEREAS the Bidder is a private company / public company/ Government undertaking/ partnership/ consortium/ joint venture company/ Firm/ Individual (status of the Company), constituted in accordance with the relevant law in the matter and the Buyer is an autonomous body under Ministry of Youth Affairs and Sports.

NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the Buyer to obtain the desired said (goods/ services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling the Bidder(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the buyer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties here by agree to enter into this Integrity Pact & agree as follows:

1.0 Commitments of the buyer

- 1.1 The Buyer undertakes that no official of the buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all the Bidders

the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

1.3 All the officials of the buyer will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2.0 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the buyer with full and verifiable facts and the same is prima facie found to be correct by the buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the buyer the proceedings under the contract would not be stalled.

3.0 Commitments of the Bidder(s)

The Bidder(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1 The Bidder(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation/completion of the contract.

3.2 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3 The Bidder(s) shall disclose the name and address of agents and representatives, and Indian Bidder(s) shall disclose their foreign principals or associates.

3.4 The Bidder(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The Bidder will not collude with other parties interested in the contract to impair the transparency,

fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

- 3.8 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The Bidder(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The Bidder(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the Buyer, or alternatively, if any relative of an officer of the buyer has financial interest/stake in the Bidder(s) firm, the same shall be disclosed by the Bidder at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13 The Bidder(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer.

4.0 Previous Transgression

- 4.1 The Bidder(s) declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect on any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the tender process.
- 4.2 The bidder agrees that if I make incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5.0 Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the bidder shall deposit an amount
(to be specified in RFP) as Earnest Money/Security Deposit, with the Buyer through any of the following instruments:
- i. Bank Draft or Pay Order in favour of.....
 - ii. A confirmed guarantee by an Indian Nationalized bank, promising payment of guarantee sum to the buyer on demand within three working days without any demur whatsoever and without seeking any reason whatsoever. The demand for payment by the buyer shall be treated as conclusive proof of payment
 - iii. Any other mode or through any other instrument (to be specified in the RFP)

- 5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6.0 Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf shall entitle the buyer to take all or any one of the following actions, wherever required:
- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
 - ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the buyer and the buyer shall not be required to assign any reason thereof.
 - iii. To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
 - iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
 - v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - vii. To debar the Bidder from participating in future bidding processes of the Govt. of India for a minimum period of five years, which may be further extended at the discretion of the Buyer.
 - viii. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
 - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the buyer with the Bidder, the same shall not be opened/operated.
 - x. Forfeiture of Performance Security in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The buyer will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the Bidder or any one employed by it or acting on its behalf (whether with

or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

- 6.3 The decision of the buyer to the effect that a breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

7.0 Fall Clause:

- 7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8.0 Independent Monitors:

- 8.1 The Buyer has appointed Independent Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission:

- i. Sh. Janak Digal,
Plot No. 1B/2, Sector-11, CDA,
Markat Nagar, Cuttack,
Odisha - 753015
M. No. 09971116084
Email: janakdigal85@gmail.com
- ii. Sh. P Mallikharjuna Rao, IFOS(Retd)
72, Prashasan Nagar,
Jubileehills, Hyderabad
M. No – 9440576170
Email: pmkrao72@gmail.com

- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the authority designated by the Buyer.
- 8.6 The Bidder(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Buyer including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Subcontractor(s) with

confidentiality.

8.7 The Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated authority of the Buyer/Secretary in the Department within 8 to 10 weeks from the date of reference or intimation to him by the Buyer/Bidder and should the occasion arise, submit proposals for correcting problematic situations.

9.0 Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Buyer or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10.0 Law and Place of Jurisdiction:

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer.

11.0 Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12.0 Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

13.0 The Parties hereby sign this Integrity Pact as part of the contract at _____ on _____.

(Buyer)

(Bidder)

(Office Seal)

(Office Seal)

Place :.....

Place :.....

Date:.....

Date:.....

Witness

Witness

1: ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,

1: ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,

(Name & Address)

(Name & Address)