



**SPORTS AUTHORITY OF INDIA  
NOTICE INVITING TENDER FOR HIRING OF BUSES**

Sealed tenders are invited under Two-bid system from reputed transporters/fleet owners having capacity to supply three and more Buses on hire basis for use of Sports Authority of India Head Office, Jawaharlal Nehru Stadium Complex, East Gate, Lodhi Road, New Delhi 110 003, for a period of one year on contract basis. Tender Document are available on SAI Web Site [www.sportsauthorityofindia.nic.in](http://www.sportsauthorityofindia.nic.in). Tender Document can be purchased at a cost of Rs.500/- from the DDO (Head Office), SAI on any working day between 10.00 A.M. to 03.30 P.M. The Tender Document downloaded from the SAI web site shall be accompanied by Demand Draft/Pay Order of Rs.500/- (Cost of the tender) in favour of Secretary, SAI payable at New Delhi. In case, the bid is received without the cost of tender document, the same will not be considered. The DD/Pay Order as aforesaid must be contained in envelop of Technical bids. Last date for submission of tender(s) is 27<sup>th</sup> March-2015 by 11.00 AM , which will be opened by the Tender Committee on the same day in the presence of Tenderers or their authorized representatives at 1500 Hrs. in the Office of Chairman of the Tender Committee, Sports Authority of India Head Office, Jawaharlal Nehru Stadium Complex, East Gate, Lodhi Road, New Delhi 110 003. In case, any holiday is declared by the Government on the day of opening of the Tenders, the same will be opened on the next working day at the same time but the tender box will be sealed on the last date of submission of tenders as per the schedule above. The tenders received after the above scheduled date and time will not be considered. No tender by FAX will be entertained. SAI reserves the right to cancel the Tender or reject any one or all the quotations received without assigning any reason.

**Director (GAD)  
Sports Authority of India Head Office,  
Jawaharlal Nehru Stadium Complex,  
East Gate, Lodhi Road, New Delhi 110 003.**



TENDER No. \_\_\_\_\_

**SPORTS AUTHORITY OF INDIA**

J.LN Stadium Complex,  
East Gate, Lodhi Road,  
New Delhi -110003.  
Date:-----2015

No. 12334/SAI/Hiring Buses/GA-I/2013-14-15

M/s \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SUB:- APPOINTMENT OF AGENCY FOR HIRING OF BUSES FOR SAI GENERAL DUTY/TEAMS DUTY.**

Sir,

1. Sports Authority of India (SAI) is an Autonomous Organization under Ministry of Youth Affairs & Sports, Govt. of India. We intend to Hire 4-5 Buses ( as per laid down norms of Hon'ble Supreme Court & NCT Delhi Govt.) for SAI Teams duty/General duty as and when required, on daily hiring and monthly hiring basis. Initially, we intend to appoint Bus Agency for a period of one year, but, could be extended to another year on satisfactory service of the Agency and mutual agreement. The vehicles should meet pollution control norms notified by the Hon'ble Supreme Court & norms of NCT Delhi Transport Authority. The vehicles provided by the firm (s) should be a per order of Hon'ble Supreme Court of India. **This Office will not take any responsibility of violation of such rules / norms.**

2. Authorized Bus operators having requisite number of vehicles / infrastructure should furnish their quotations latest by 27<sup>th</sup> March- 2015 before 11.00AM in the Office of Chairman of the Tender Committee, Sports Authority of India, Head Office, Jawaharlal Nehru Stadium Complex, East Gate, Lodhi Road, New Delhi-110003.

3. The bid shall consist of two parts-**Technical bid** and **Financial bid**. Both the bids are to be placed in two separate sealed envelopes (Envelop-'A' & Envelop-'B' clearly superscribing 'Technical Bid' & 'Financial Bid'), which in turn are to be placed in one sealed cover.

4. An Earnest money deposit (EMD) amounting to Rs.10,000/- (Rs. Ten Thousand Only) in the form of Demand Draft / Pay Order drawn in favour of Secretary, Sports Authority of India payable at New Delhi has to be enclosed with the Technical Bid, failing which the Technical Bid shall be rejected.

5. **Envelop-'A' will contain Technical bids (Annexure-I), EMD (Annexure-II) and Terms & Conditions (Annexure-III) and shall be superscribed "Technical bid". Envelop-'B' shall contain only Financial bid and will be superscribed "Financial bid."** The Bids of all parties whose Financial bid is not in a separate sealed cover or the rates quoted by them find mention in their Technical Bid shall be

rejected forthwith. The draft terms & conditions and EMD should also be placed in the same sealed cover Technical bid. Under no circumstances these two documents should be placed in the sealed envelop containing Financial Bid. The Financial Bids of only those parties shall be opened whose Technical Bids, EMD and acceptance of the terms & conditions are found to be eligible while the disqualified bidder's Financial Bid shall be returned unopened. The successful bidder shall have to enter into agreement with SAI as per the Draft Agreement supplied / downloaded from the SAI Website within 10 days of the award of the Contract.

6. The envelop containing the Tender form must be superscribed '**Tender for hiring of Buses**' and should be dropped in Tender Box placed in the Office of Director (GAD & Stadia) - cum - Chairman of the Tender Committee, Sports Authority of India, Head Office, Jawaharlal Nehru Stadium Complex, East Gate, Lodhi Road, New Delhi-110003. The Technical Bid shall be opened in presence of the Director ( GAD & Stadia ) - cum - Chairman of the Tender Committee and other Committee Members in his Office on 27<sup>th</sup> March, **2015 at 3.00 PM**. One representative of each bidder shall be permitted to attend the proceedings. The Financial bid shall be opened by the same Committee after examination of the Technical Bids. Financial bids of only those bidders shall be opened whose Technical bids are found to be in Order.

7. The rates for hiring of vehicles should be quoted for Daily Hiring basis as well as Monthly Hiring basis. These rates may be quoted in the Financial Bid proforma enclosed with the Tender. Tenderer quoting rates for CNG driven vehicles shall also submit necessary permits / registration issued by the Appropriate Authority allowing them to use CNG.

8. Tender documents, Terms & Conditions and Draft Agreement may be directly downloaded from the website [www.sportsauthorityofindia.nic.in](http://www.sportsauthorityofindia.nic.in).

9. The tender received after above scheduled date and time, will not be considered. No quotation through fax will be entertained.

10. SAI reserves the right to cancel the tender or reject any one or all quotations received without assigning any reason.

Yours faithfully,

**(S.D.BAKSHI)**  
**DEPUTY DIRECTOR (GAD)**  
**Tele: 011-2436 2777**

**SPORTS AUTHORITY OF INDIA**  
**Technical Bids for Hiring Buses**

1.	Name of the firm.						
2	Full Postal Address with <b>Telephone number</b>						
3	Nature of Business						
4	Total turn over during the last three preceding financial years duly certified by C.A.						
5	Mention PAN and enclose photocopy of PAN Card and I.T. Statement /assessment order for last 3 years.						
6	Service Tax registration No.						
7	EMD in prescribed mode (Yes / No)						
8	Permit for running of Bus in Delhi, UP, Uttrakhand, Punjab & Haryana or National permit						
9	TIN Number						
1	Registration details of Vehicles with proof of Ownership.						
	Registration No. 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	
1	Details of experience of similar businesses in any of Autonomous Institute/Public Sector Undertaking of the Govt.						
12	Name of the Transport agency / other sources with whom vehicles have been owned /hired (through agreement, copy of the agreement to be attached with the Tender Document)						

Signature \_\_\_\_\_

Name of the Bidder (In block letters) \_\_\_\_\_

Seal

Dated:

**Envelop-‘A’  
(Annexure-II)**

**SPORTS AUTHORITY OF INDIA**

**EMD FOR PROVIDING BUSES**

Ref: Tender Serial No. \_\_\_\_\_ dated \_\_\_\_\_

1. Name of Bidder
2. Address of Bidder (with Telephone No.)
3. Name of the representative of the firm/company.
4. EMD Details:

Rs . \_\_\_\_\_ ( \_\_\_\_\_  
\_\_\_\_\_ )

DD/Pay Order No. \_\_\_\_\_ dated \_\_\_\_\_

\_\_\_\_\_ drawn on \_\_\_\_\_

\_\_\_\_\_ (Name of the Bank)

**Signature of the Bidder  
Seal**

Dated:

**SPORTS AUTHORITY OF INDIA**

**TERMS AND CONDITIONS OF THE TENDER FOR FOR HIRING OF BUSES FOR SPORTS AUTHORITY OF INDIA.**

Sealed Tenders are invited from reputed transporters/fleet owners having capacity to supply 4-5 Buses and having business in Delhi in this field for use of Sports Authority of India, JLN Stadium Complex, Lodhi Road, New Delhi 110003 for a period of one year on contract basis. The prospective bidder may quote the rates in the prescribed format. Bidders shall quote the rates in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the hiring of Buses at Sports Authority of India. Incomplete or conditional tender will be summarily rejected. Late bids will also not be entertained. The Tender shall remain valid and open for acceptance for a period of 120 days from the last date of submission of tender. The rates shall be inclusive of all Taxes.

During the period of contract, the rates will not be revised every time with the revision of any taxes by the Government. The prospective bidder may quote the rates accordingly taking into consideration this particular aspect. The columns shall be clearly filled in ink legibly or typed. The tenderer should quote the number, rates and amount tendered by him/them in figures as well as in words. The document shall not contain any overwriting, erasures, cutting or alterations. Alterations, if any, unless legibly attested by the tenderer, shall result in disqualifying the tender. The tenderer shall take care that the rate and amount is written in such a way that interpolation is not possible

**No blanks should be left which would be otherwise made the tender liable for rejection.**

1. The contract shall be valid for a period of one year. The SAI reserves the right to curtail the validity of contract or extend the same for a period of six months to one year on the same rates and terms and conditions..
2. The contractor shall deposit Bid Security (EMD) for an amount of Rs.10,000/- (Rupees Ten Thousand Only) in any of the following forms. Bid Security may be furnished in the form of an Account Payee Pay Order/DD/Fixed Deposit Receipt from a Nationalized Bank in favour of Secretary, SAI (as per EMD format ) along with the Tender document. The Bid Security will remain valid for a period of forty-five days beyond the final bid validity period.
3. The Bid Security will be forfeited in the following conditions:-

- (a) If at any stage, any of the information/declaration given by the bidder is found false.
  - (b) If a bidder withdraws his bid during the period of bid validity specified in the terms and conditions of tender.
  - (c) In case of any lapse/default in honouring of the terms and conditions at any stage after submitting the tender.
  - (d) In case of final selection of bidder, if he fails to enter into the contract or fails to furnish Performance Security (Security deposit) in accordance with the terms and conditions of the tender.
4. The firm whose tender is accepted shall deposit Performance Security (Security deposit) for an amount of Rs.1,25,000/-(Rupees One Lakh Twenty Five Thousand only) in any of the following forms within 10 days from the date of award of the Tender by the SAI. Performance Security may be furnished in the form of an Account Payee Pay Order, DD, and Fixed Deposit Receipt from a Commercial Bank, or Bank Guarantee from a Commercial bank in an acceptable form in favour of Secretary, SAI. Performance Security will remain valid for a period of sixty days beyond the date of completion of all contractual obligations. No interest will be payable on this amount. The contract will be signed only after furnishing the Performance Security.

In case of breach of any clause or condition of the contract by the contractor, the Performance Security shall be forfeited by the SAI and the firm shall be blacklisted in addition to the termination of the contract.

5. The Contractor will have to provide the replacement of Driver in case of any eventuality. The SAI has the right to ask the Contractor for removal of any Driver, who is not found competent or disciplined.
6. The vehicles should be in good running conditions. In case of providing vehicles older than three years, i.e. below 2010 Model, Rs.500/-(Rupees Five hundred only) shall be charged per day as penalty.
7. In case of breakdown of any vehicle, the contractor shall replace the breakdown vehicle within one hour failing which the SAI has the right to hire vehicle from any other sources at the expense of the contractor.
8. The contractor shall not employ any person who has not completed eighteen years of age. The contractor shall comply with all the statutory provisions related to this business and applicable on the Contractor/ Firm engaged in this business. SAI shall not be responsible for any liability in this regard for any fault of the contractor.
9. The contract is a contract for service as SAI is only hiring the vehicles with Drivers for service and SAI is only a Customer for service by the Contractor. The SAI will be under no legal obligation to provide employment to any of the personnel of the contractor during the contract period or after expiry of

contract. The SAI recognizes no employer-employee relationship between the SAI and the personnel deployed by the contractor/agency.

10. Any person who is in Government service or an employee of this Department should not be made partners to the contract by the contractor directly or indirectly in any manner whatsoever.
11. The Contractor shall indemnify the SAI against all damages/charges for which the SAI may be held liable or pay on account of the negligence of the contractor or his staff or any person under his control whether in respect of accident/injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. The SAI shall not be responsible financially or otherwise for any injury to the driver or person deployed by the contractor during the course of performing the duties.
12. The SAI reserves the right to terminate the contract without assigning any reason by giving the notice of 30 days to the contractor.
13. Vehicles provided by the Contractor should bear commercial Registration Numbers and should have comprehensive insurance and Drivers so provided with the vehicles shall have commercial HMV Driving Licence and Badges.
14. The vehicles should conform to the Pollution norms prescribed by the Transport Department..
15. The contractor shall provide vehicles as per requirement of the SAI.
16. The vehicle and Driver shall remain available all the time as per Duty Roster and shall not leave place of duty without prior permission.
17. The contractor shall be responsible for total maintenance of the vehicles provided by him. All the vehicles provided should be in good running condition and should not be more than three years old i.e. below 2011-12 Model.
18. Each and every page of Tender Documents should be signed by the prospective bidder and submitted with Technical Bid.
19. Operation and function of vehicles and Drivers shall be governed by Motor Vehicles Act and these shall be the responsibility of the contractor.
20. The dead mileage in any case should not be more than five Kms. one way.
21. No advance payment will be made. Subletting of contract is strictly forbidden.
22. Duty Slips/Movement Slips will be signed by the Officer with whom the vehicles are attached for duty on day to day basis. No duty slip shall be entertained unless and until the same is certified/verified by the concerned Officer.

23. The contractor will maintain separate log books for each vehicle which will also be verified/ countersigned by the concerned Officer.
24. The bills in triplicate should be made date-wise by the contractor and should be submitted to the General Administration Division of the SAI on monthly basis.
25. The contractor while raising the bill should clearly mention that the rate charged/quoted are for diesel or CNG run vehicle.
26. The SAI will deduct Income Tax at source under Section 194-C of Income Tax Act from the Contractor at the prevailing rates of such sum as income tax on the income comprised therein.
27. The SAI reserves the right to vary the numbers of vehicles hired as well as to relax the terms and conditions in the public interest.
28. The successful bidder has to enter into agreement with SAI as per the Draft Agreement enclosed.
29. Neither party to this agreement shall further assign this agreement to any other party or allow any benefit there under without prior written consent of other party.
30. In the case of dispute or difference arising out of or in a way concerning the agreement shall be referred to the Director General, SAI whose decision in this regard shall be final and binding on both the Parties.
31. The prospective bidder shall furnish the self attested copies of the following documents with their Technical bid:-
  - (a) PAN and Service Tax Registration Certificate.
  - (b) TIN Number
  - (c) List of vehicles along with photocopy of their RC/fitness and permits owned by the contractor;
  - (d) An undertaking to the effect that the Agency has not been blacklisted by any of the User Department including SAI and no criminal case is pending against the said firm/agency;
  - (e) The bidder shall furnish photocopies of IT Statement / assessment Order for the last three years.
  - (f) Terms and Conditions duly accepted/signed with the stamp of the prospective bidder.
  - (g) Application fees of Rs. 500/- (non-refundable), in case the tender document is downloaded from the website. The fee should be in form of DD/Pay Order payable in the name of Secretary, SAI and payable at New Delhi.

**DEPUTY DIRECTOR, (GAD)  
SPORTS AUTHORITY OF INDIA  
JLN STADIUM COMPLEX,  
EAST GATE, LODHI ROAD,  
NEW DELHI 110003**

**SPORTS AUTHORITY OF INDIA**  
**Financial Bids**

1. Name of Bidder
2. Address of Bidder (with Telephone No.)
- 3 Name of the representative of the firm/company.

S N.	Make/Model of the vehicle	Rate for journey per 05hours/ 50kms. Per day	Rate for journey per 10hours/ 100kms. Per day	Rates for outstation, if any	Night Charges 11 pm to 04:00 am	Monthl y Rates (2500K M/ 300 Hrs.)	Extra Rate in case vehicle used more than 10hours/100kms.	
							Per K.M	Per Hr
1.	Tempo Travel ( 12 Seater)							
	Diesel( Outstation only)							
	CNG (Delhi/NCR)							
2.	Mini Bus Non-AC ( 18/20 Seater)							
	Diesel( Outstation only)							
	CNG(Delhi/NCR)							
3.	Mini Bus – AC (18/20 Seater)							
	Diesel( Outstation only)							
	CNG(Delhi/NCR)							
4.	Big Bus (AC) ( 35/47 Seater)							
	Diesel( Outstation only)							
	CNG(Delhi/NCR)							
5.	Big Bus (Non - AC) ( 35/47 Seater)							
	Diesel( Outstation only)							
	CNG(Delhi/NCR)							
6	Volvo Bus							
	CNG(Delhi/NCR)							
	Diesel( Outstation only)							

(Rates are inclusive of all Taxes)

( Diesel Buses will be supplied for Inter State Service only and not for Delhi / NCR)

Note: If the make of the vehicles is different from those shown in the list, then it should be added below the above list.  
Date:

(Signature of the bidder)  
Name of the Bidder \_\_\_\_\_ with seal

**DRAFT AGREEMENT FOR HIRING OF BUSES**

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_(Month) 2013, BETWEEN Sports Authority of India, (hereinafter called the "SAI") through which expression shall, unless excluded by or repugnant to the context, be deemed to include its Successors in Office and assigns of the one part AND (name of the agency \_\_\_\_\_) (hereinafter called the Contractor) which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, executors, administrators, heirs, legal representatives and assigns of the other part.

Whereas, the First party is desirous of entrusting the responsibility of providing the Buses to the Second Party, and whereas the Second Party has agreed to provide Buses to the First Party on receipt of written indent/telephonic call from the Asstt. Director (GAD), Sports Authority of India or his designated subordinate(s) at the following rates :

S N.	Make/Model of the vehicle	Rate for journey per 05hours/ 50kms. Per day	Rate for journey per 10hours/ 100kms. Per day	Rates for Outstation, if any	Night Charges 11 pm to 04:00 am	Monthl y Rates (2500K M/ 300 Hrs.)	Extra Rate in case vehicle used more than 10hours/100kms.	
							Per K.M	Per Hr
1.	Tempo Travel ( 12 Seater)							
	Diesel( Outstation only)							
	CNG(Delhi/NCR)							
2.	Mini Bus Non-AC ( 18/20 Seater)							
	Diesel( Outstation only)							
	CNG(Delhi/NCR)							
3.	Mini Bus – AC (18/20 Seater)							
	Diesel( Outstation only)							
	CNG(Delhi/NCR)							
4.	Big Bus (AC) ( 35/47 Seater)							
	Diesel( Outstation only)							
	CNG(Delhi/NCR)							
5.	Big Bus (Non - AC) ( 35/47 Seater)							
	Diesel( Outstation only)							
	CNG(Delhi/NCR)							
6	Volvo Bus							
	Diesel( Outstation only)							
	CNG(Delhi/NCR)							

(Rates are inclusive of all Taxes. Diesel Buses will be supplied for Inter State Service only and not for Delhi / NCR)

Note: If the make of the vehicles is different from those shown in the list then it should be added below the above list.

- 1) The contract is valid for a period of one year from the date of issue of the award letter i.e. from \_\_\_\_\_ to \_\_\_\_\_. The SAI reserves the right to curtail or to extend the valid of contract on the existing Terms & Conditions for further period of Six months to One year.
- 2) The contractor shall deposit Performance Security (Security deposit ) of Rs. 1,25,000/- (One Lakh Twenty Five Thousand Only) (refundable) in any of the following forms. Performance Security may be furnished in the form of an Account Payee DD, Pay Order, Fixed Deposit Receipt or Bank Guarantee from a Nationalized bank in an acceptable form in favour of Secretary, SAI. Performance Security will remain valid for a period of Sixty days beyond the date of completion of all contractual obligations. No interest will payable on this account.
- 3) Neither party to this agreement shall further assign this agreement to any other party or allow any benefit there under without prior written consent of other party.
- 4) The vehicle and drivers provided by the contractor shall work during the period of service under the overall supervision of SAI.
- 5) The Contractor will have to provide the replacement of Driver in case of any eventuality. The SAI has the right to ask the Contractor for removal of any Driver, who is not found competent or disciplined.
- 6) In case of breakdown of any vehicle, the contractor shall replace the breakdown vehicle within one hour failing which the SAI. has the right to hire vehicle from any other sources at the expense of the contractor.
- 7) The contractor shall not employ any person who has not completed eighteen years of age. The contractor shall comply with all the statutory provisions applicable for this business and applicable on the Contractor / Firm engaged in the business. In case of violation of any such statutory provisions, there will not be any liability on the SAI.
- 8) The contract is a contract for service as SAI is only hiring the vehicles with Drivers for service and SAI is only a Customer for service by the Contractor. The SAI will be under no legal obligation to provide employment to any of the personnel of the contractor during the contract period or after expiry of contract. The SAI recognizes no employer-employee relationship between the SAI and the personnel deployed by the contractor/agency.
- 9) Any person who is an employee of this Organization shall not have any fiduciary interest or connection with the contracting firm or the contractor directly or indirectly in any manner whatsoever.

- 10) The contractor shall indemnify the SAI against all other damages/charges for which SAI may be held liable or pay on account of the negligence of the contractor or his staff or any person under his control whether in respect of accident/injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. The SAI shall not be responsible financially or otherwise for any injury to the driver or person deployed by the contractor during the course of performing the duties.
- 11) The SAI reserves the right to terminate the contract without assigning any reason by giving the notice of 30 days to the contractor.
- 12) The vehicles provided by the contractor should bear commercial Registration Numbers and should have comprehensive insurance and Drivers so provided with the vehicles shall have commercial HMV Driving Licence and Badges.
- 13) The vehicles should conform to the Pollution norms prescribed by the. Transport Department of Government of NCT of Delhi.
- 14) The contractor shall provide vehicles as per requirement of the SAI.
- 15) The vehicle and Driver shall remain available all the time as per Duty Roaster and shall not leave place of duty without prior permission.
- 16) The contractor shall be responsible for total maintenance of the vehicles provided by him. All the vehicles provided should be in good running condition and should not be more than three years old.
- 17) Operation and function of vehicles and Drivers shall be governed by Motor Vehicles Act and these shall be the responsibility of the contractor.
- 18) The mileage chargeable from the garage to the SAI Head Office or the designated place and back should be clearly indicated which should not be more than five Kms. per day on one side.
- 19) No advance payment will be made.
- 20) Duty Slips/Movement Slips will be signed by the officer with whom the vehicles are attached for duty on day to day basis. No duty slip shall be entertained unless and until the same is certified/verified by the concerned officer.
- 21) The contractor will maintain separate log books for each vehicle which will also be verified/countersigned by the concerned officer.
- 22) The bills in triplicate should be made date-wise by the contractor and should be submitted to the General Administration Division of the SAI on monthly basis. The price quoted is inclusive of all Taxes.
- 23) The contractor while raising the bill should clearly mention that the rate Charged/quoted are for petrol or diesel or CNG run vehicle.
- 24) The SAI will deduct Income Tax at source under Section 194-C of Income Tax Act from the contractor at the prevailing rates of such sum as income tax on the income comprised therein.
- 25) The SAI reserves the right to vary the numbers of vehicles hired as well as to relax the terms and conditions in the public interest.

## 26) **PENALTIES**

- (1) For non-providing of vehicle in time: Rs.100/- per hour of delay;
- (2) For not providing substitute vehicles: Rs.500/- per default or actual hire charges from other sources, whichever is higher;
- (3) On misbehavior by the Driver: Rs.500/- per default;
- (4) For violation/breach of any of the condition of the contract: Rs.1000/- per default and/or Termination of the contract/forfeiture of Performance Security.
- (5) In case of breach of contract by the contractor, the Performance Security shall be forfeited by SAI including termination of the contract in question. The right of action will rest with the SAI for terminating the agreement.

- (6) In the case of dispute or difference arising out of or in a way concerning the agreement shall be referred to the Director General, SAI whose decision in this regard shall be final and binding on both the Parties.
- (7) The entire dispute shall be subject to the jurisdiction of Courts within the territorial jurisdiction of Delhi.

IN WITNESS WHEREOF the parties have set their hands and seals on the day and year mentioned above.

**Signature of the Contractor**  
**Seal**

**For and on behalf of**  
**Sports Authority of India**

**(With seal)**

1 Witness

Name: \_\_\_\_\_

Address: \_\_\_\_\_

2. Witness

Name: \_\_\_\_\_

Address: \_\_\_\_\_