

SPORTS AUTHORITY OF INDIA

Jawaharlal Nehru Stadium Complex,
Gate No.10, Lodhi Road, New Delhi-110003

Telephone: +91-11 – 2436, 24362777,

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

E-Bidding Document

For

Hiring of DLY Cars

INVITATION FOR ONLINE BIDS (IFB)

Bid Reference No. 12329/SAI/GAD-I/16-17/IFB-04

Dated: 22nd December, 2016

CRITICAL DATE SHEET

Published Date	28 th December, 2016 (10.00 AM)
Bid Document Download / Sale Start Date	29 th December, 2016 (10.30 AM)
Clarification Start Date	30 th December, 2016 (10.00 AM)
Clarification End Date	07 th January 2017 (02.00 PM)
Bid Submission Start Date	09 th January, 2017 (10.00 AM)
Bid Submission End Date	20 th January, 2017 (06.00 PM)
Bid Opening Date	23 rd January 2017 (02.30 PM)

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PART – 1

BIDDING PROCEDURE.

SECTION-I**SPORTS AUTHORITY OF INDIA****(GA Division)****Jawaharlal Nehru Stadium Complex,
Gate No.10, Lodhi Road, New Delhi-110003**

Telephone: +91-11 – 2436 , 24362777,

Website: <http://sportsauthorityofindia.nic.in/> & <http://eprocure.gov.in/eprocure/app>**INVITATION FOR ONLINE BIDS (IFB)**

Sports Authority of India, for and on behalf of the Director General, Sports Authority of India, **invites Online Bids** on **Two Bid System** from reputed, experienced and financially sound companies/firms/agencies for hiring of DLY Cars

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

Schedule No.	Brief Description of items	Amount of Bid Security (EMD) in Rs.	Cost of tender (Rs.)
1.	Hiring of DLY Cars for SAI, HO Building JN Stadium, New Delhi as per Price schedule as given in Section-IV (B).	70,000/-	1000/-
Payment: Scanned copy of Earnest Money (Bid Security) & tender fee are to be uploaded online and Hard Copy of same must be sent to the Director (GAD), 1st Floor, SAI Head Office on or before Bid Submission Date & Time as mentioned in Critical Date Sheet.			

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Bid Opening Date	23rd January 2017 (02.30 PM)

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

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

4. Bidder who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> and SAI website www.sportauthorityofindia.nic.in **shall not tamper/modify the tender form including downloaded price bid template in any manner**. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and Bid Security (EMD) would be forfeited and tenderer is liable to be banned from doing business with SAI.
5. Intending Bidders are advised to visit again CPPP website <https://eprocure.gov.in/eprocure/app> and SAI website www.sportauthorityofindia.nic.in prior to closing date of submission of Bid for any corrigendum / addendum/ amendment.

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

Copy to:-

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

PART-1

BIDDING DOCUMENT

SECTION – II

INSTRUCTIONS TO BIDDERS (ITB)

A. PREAMBLE

1. Introduction

- 1.1 The Sports Authority of India, hereinafter called “SAI” has issued this Bidding Document for hiring of DLY Cars for SAI, Head Office as mentioned in Section-V –“Scope of Work”, which also indicates, *interalia*, details of various types of services required at the Centre.
- 1.2 This Section (Section-II -“Instruction to Bidders”) provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids.
- 1.3 Before formulating the Bid and submitting the same to the SAI, the Bidder should read and examine all the terms, conditions, instructions etc. contained in the Bidding Documents.

2. Language of Bid

The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the Bid exchanged between the Bidder and the SAI, shall be written in the English language.

B. BIDDING DOCUMENTS

3. Content of Bidding Documents

In addition to Section I – “Invitation for Bid” (IFB), the Bidding Documents include:

- Section II A & B – Instructions to Bidders (ITB).
- Section III – Eligibility Criteria & Performance Statement.
- Section IV – Bidding Forms, Price schedule.
- Section V – Scope of Work
- Section VI – Special Condition of Contract (SCC).
- Section VII – General Conditions of Contract (GCC).
- Section VIII– Contract Forms.

4. Amendments to Bidding Documents

- 4.1 At any time prior to the deadline for submission of Bids, the SAI may, for any reason deemed fit by it, modify the Bidding Documents by issuing suitable amendment(s) to it.
- 4.2 Such an amendment will be uploaded on SAI website: <http://sportsauthorityofindia.nic.in> & CPP Portal website: <http://eprocure.gov.in/eprocure/app>.

5. Clarification of Bidding Documents

A Bidder requiring any clarification or elucidation on any issue of the Bidding Documents may take up the same with the SAI. The Bidder may also seek clarification in writing.

C. PREPARATION OF BIDS

6. Documents Comprising the Bid

- 6.1 The **Two Bid System**, i.e. “Techno – Commercial Bid” and “Price Bid” to be prepared by the Bidder shall comprise the following:

A) Techno – Commercial Bid (Un- priced Bid): [Upload online scanned copies in PDF format]

- i) Scanned copy of Bid Security (EMD) & Tender Fee.
- ii) Scanned copy of Bid Submission Form as per Section – IV (A) and Power of Attorney in favour of signatory of Bidding Documents.
- iii) Scanned copy of Pan Card, TIN No., Service Tax No. & National Electronic Fund Transfer Form (NEFT).
- iv) Scanned copy of documents mentioned in Eligibility Criteria as per Section-III.

B) Price Bid: [Upload online in prescribed PDF format as per Bidding Document]

- 6.1 Price schedule duly filled up with all the details as per Section-IV (B)
It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all required documents.
- 6.2 All pages of the Bid should be page numbered and indexed.
- 6.3 The authorized signatory of the Bidder must sign the Bid duly stamped at appropriate places and initial all the remaining pages of the Bid.
- 6.4 A Bidder, who does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- 6.5 All payments will be made through National Electronic Fund Transfer (NEFT)/RTGS System. Bidders are required to fill and attach the NEFT Mandate Form attached as per Section-IV (D) along with their offers, if not already executed in SAI. Notification of Award will not be issued without NEFT Mandate Form.

Note: All documents should be submitted in PDF format.

7. Bid Price.

The Bidder shall indicate on the Price Schedule provided under Section-IV (B) all the specified components of prices shown therein. All the columns shown in the price schedule should be filled up as required.

8. Firm Price.

- 8.1 The prices quoted by the Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.
- 8.2 As regards taxes and duties, if any, chargeable on the services and legally payable in respect of the Contract, the same shall be payable by the bidder and SAI will not entertain any claim whatsoever. However, parking charges and toll tax shall be reimbursed at actual subject to production of documentary evidence.

9. Bid Security

- 9.1 The Bidder shall furnish along with its Bid, Bid Security for an amount as shown in the IFB in Section I. The Bid Security is required to protect the Purchaser against the risk of the Bidder's unwarranted conduct as amplified under Sub-Clause below. Non submission of bid security will be considered as a major deviation and Bid without bid security will not be considered.
- 9.2 The Bid Security shall be furnished in one of the following forms:-
(i). Account Payee Demand Draft.
(ii). Fixed Deposit Receipt.
(iii). Banker's cheque.
(iv). Bank Guarantee.

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

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

- 9.3 In case as per Notification of Government of India, if the Bidder falls in the category of exemption of Bid Security, Bidder should furnish the relevant Notification along with required documents like valid Registration Certificate etc. If no such notification or Registration Certificate is furnished along with the bid; bid shall be treated as un-responsive and shall be summarily ignored without any further reference.
- 9.4 The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the Bid. As validity period of Bid as per Clause of ITB is 90 days, the Bid Security shall be kept valid for 135 days from Bid opening date.
- 9.5 Unsuccessful Bidders' Bid Security will be returned to them without any interest, after expiry of the Bid validity period, but not later than thirty (30) days after conclusion of the resultant contract. Successful Bidder's Bid Security will be returned without any interest, after receipt of performance security from that Bidder.

9.6 Bid Security of a Bidder will be forfeited, if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid in any respect within the period of validity of its Bid without prejudice to other rights of the purchaser. The successful Bidder's Bid Security will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

10. Bid Validity

10.1 The Bid shall remain valid for acceptance for a period of 90 days (Ninety days) after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected.

10.2 In exceptional cases, the Bidders may be requested by the Purchaser to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid and they are also to extend the validity period of the Bid Security accordingly. A Bidder, however, may not agree to extend its Bid validity without forfeiting its Bid Security.

11. Signing of Bid

11.1 The Bidders shall submit their Bids as per the instructions contained in ITB Clause 6.

11.2 Bid shall be typed and the same shall be signed by the bidder or by a person(s) who has been duly authorized to bind the bidder to the contract and upload in PDF format.

11.3 The bid shall be duly signed at the appropriate place as indicated in the Bidding Documents and all other pages of the Bid. The Bid shall not contain any erasure or overwriting. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the Bid.

11.4 Bidding Document seeks **on-line** quotation following **Two Bid Systems, in two parts**. First part will be known as '**Technical Bid**', and the **second part 'Price/Financial Bid'** as specified in Clause-6 of ITB.

11.5 Authorized Signatory/Signing of Tender:

Individual signing the tender or other documents connected with contract must specify the capacity in which the tender documents are signed as:

- a) A 'sole proprietor' of the concern or constituted attorney of such sole proprietor;
- b) A partner of the firm, if it be a partnership firm, in that case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.

D. SUBMISSION OF BIDS

12. Submission of Bids

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

E. BID OPENING

13. Opening of Bids

13.1 The Purchaser will open the Bids at the specified date and time and at the specified place as indicated in the IFB in Section-I.

13.2 In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for the purchaser, the Bids will be opened at the appointed time and place on the next working day.

13.3 Authorized representatives of the Bidders, who have submitted Bids on time may attend the Bid opening provided they bring with them letters of authority from the corresponding Bidders acknowledgement letter of bid submission at CPPP website: <https://eprocure.gov.in/eprocure/app>.

13.4 Two - Bid system as mentioned in Para 6 and 11 above will be as follows. The **Technical Bids** are to be opened in the first instance, at the prescribed time and date as indicated in IFB Critical Date Sheet. During the Technical Bid opening, the Bid opening official(s) will read the salient features of the Bids like brief description of the services/ goods offered ,Bid Security and any other special features of the Bids, as deemed fit by the Bid opening official(s). Thereafter, in the second stage, the Price Bids of only the Technically and commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical Bid. The prices, special discount if any of the goods offered etc., as deemed fit by Bid opening official(s) will be read out.

F. SCRUTINY AND EVALUATION OF BIDS

14. Preliminary Scrutiny of Bids:

14.1 The Purchaser will examine the Bids to determine whether they are complete, whether the documents have been properly signed, stamped and whether the bids are generally in order.

14.2 These Bids shall be scrutinized and evaluated by the Purchaser with reference to parameters prescribed in the Bidding Document. In the first instance technical bids shall be evaluated.

14.3 The Purchaser will determine the substantial responsiveness of each Bid to the Bidding Document. For the purposes of these clauses, a substantially responsive Bidder is one, which conforms to all the terms and conditions of the Bidding Documents including scope of work without material deviations.

14.4 Demonstration of cars:

The bidders who are shortlisted on the basis of Technical evaluation shall be required to bring their cars for inspection as and when intimated by SAI, before opening of financial bids.

14.5 Thereafter, in the second stage, the Price Bids of only those bidders shall be opened for further evaluation on a notified date, which are found technically responsive after inspection of their DLY Cars (as decided in the first stage). The prices, special discount, if any, of the services/ goods offered etc., as deemed fit by Bid opening official(s) will be read out.

14.6 However minor deviation and/or minor irregularity and/or minor non-conformity in the Bid, the Purchaser may waive the same.

14.7 If a Bid is not substantially responsive, it will be rejected by the Purchaser.

15. Comparison of Bids and Award Criteria.

15.1 For comparison for ranking purpose for evaluation, the comparison of the responsive Bids shall be carried out on all inclusive lowest price basis. (excluding parking charges & toll tax)

15.2 The contract may be awarded to the lowest Technically responsive Bidder who meets the laid down Eligibility Criteria and submits the required Bid documents and accept other terms & conditions of Invitation for Bid.

G. AWARD OF CONTRACT

16. Purchaser's Right to accept any Bid and to reject any or all Bids

The Purchaser reserves the right to accept in part or in full any Bid, or reject any or more Bid(s) without assigning any reason or to cancel the Biding process and reject all Bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected Bidder or Bidders.

17. Notification of Award/Execution of Agreement

17.1 The Purchaser will notify the successful Bidder(s) in writing, by registered/speed post or by fax/email etc. that its Bid for services/ goods, which have been selected by the purchaser, has been accepted, indicating essential details and corresponding prices accepted.

17.2 The successful bidder must furnish to the purchaser the performance security of the required amount and execute an agreement on non-judicial stamp paper of Rs. 100/- within fifteen days from the date of issue of Notification of Award and start the work from the date of communication.

17.3 The Notification of Award shall constitute the conclusion of the Contract.

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

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

19. Corrupt or Fraudulent Practices

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

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

SECTION-II

(B) Instructions for Online Bid Submission

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

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

<https://eprocure.gov.in//eprocure/app> .

2. REGISTRATION

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

3. SEARCHING FOR TENDER DOCUMENTS

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

4. PREPARATION OF BIDS

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

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

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

5. SUBMISSION OF BIDS

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

6. ASSISTANCE TO BIDDERS

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

SECTION-III**(A) ELIGIBILITY CRITERIA & PERFORMANCE STATEMENT**

1.

S. No.	ELIGIBILITY CRITERIA
1.	The bidder should have the experience of providing similar services/business in any Ministry/Department, Autonomous Institute /Public Sector Undertakings of the Central/State Government; having business of rupees 30 Lakhs per annum (average) during last three years as on ending March 2016. In support furnish the performance statement along-with certificate of providing services satisfactorily, as per format enclosed (Section III(B)).
2.	All the vehicles provided should be in good running condition and should not be more than two years old i.e. below 2015 Model.
3.	The bidder should have Permit for running of DLY Cars in Delhi,UP,Uttarakhand,Punjab & Haryana OR National Permit.
4.	The bidder should have TIN no. & Service Tax registration as applicable.
5.	The bidder should have a PAN No.

2. **Registration details of Vehicles with proof of ownership:**

S. No.	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

3. **List of vehicles along-with photocopy of RC/Fitness certificate and permits owned by the bidder**4. **Name of the Transport agency/other sources with which vehicles have been owned/hired (through agreement, copy of the agreement to be attached with the Tender Document.**

SECTION-III
B. PROFORMA FOR PERFORMANCE STATEMENT
 (For a period of last three years)

Bid Reference No. : _____

Date of opening : _____

Name and address of the Bidder : _____

Contract placed by (full address of Employer)	Contract number and date	Period of Contract	Description of ordered services	Value of Services provided (Per Annum)	Whether the services have been performed satisfactorily
1	2	3	4	5	6

(Signature of the Bidder)

Name, Address and seal of the Bidder: _____

Note:

- SAI reserves the right to ask the Bidder to furnish copy of contract for services in respect of above.

SECTION-IV**(A) BID SUBMISSION FORM**

Date _____

To

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

Ref.: Your Bidding Document No. _____ dated _____

We, the undersigned have examined the above-mentioned Bidding Document, including amendment/corrigendum No. _____, dated _____ (*if any*), the receipt of which is hereby confirmed. We now offer to provide DLY Cars for hiring in conformity with your above referred document.

If our Bid is accepted, we undertake to provide hiring of DLY Cars as mentioned above in accordance with the Scope of Services as specified as per Section-IV & V with Special Conditions of Contract under Section-VI and General Conditions of Contract as per Section-VII of the Bidding Documents.

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-2, in Section - VII for due performance of the contract, including amendment/ corrigendum if any.

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

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

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities and no case is pending with any Investigating Agency against the firm/Proprietor/partner of the Company.

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

(Signature of the Bidder)

Name, Address and seal of the Bidder: _____

SECTION-IV

(B) PRICE SCHEDULE

To

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

Ref.: Your Bidding Document No. _____ dated _____

Dear Sir,

We hereby quote the following rates for hiring of DLY Cars for Sports Authority of India, New Delhi for the Scope of Services as mentioned below in accordance with Special conditions of Contract as per Section-VI and General Conditions of Contract as per Section-VII of the Bidding Documents, as under:

S.N.	Make/Model of the Vehicle	Rate for journey per 05 hours/ 50kms. Per day	Rate for Journey more than 5hrs/50km per day but less than 10 hrs/100km per day	Rate for Journey per 10 hrs/100 km per day	Outstation charges, if any including night halt	Monthly Rates (2500KM/ 300 Hrs.)	Monthly rates (2200 KM/300 hrs)	Extra Rate in case Vehicle used more than prescribed limit of km/hrs.	
								Per KM	Per Hrs.
1	2	3	4	5	6	7	8	9	10
1.	Indica/WagonR/Swift/ Ritz (Non AC) & Equivalent								
	Diesel(outstation)								
	CNG(Delhi/NCR)								
2.	Indica/Wagon R/Swift/ Ritz (AC) & Equivalent								
	Diesel(outstation)								
	CNG(Delhi/NCR)								
3.	Desire/ Indigo/Etios/Accent/ Amaz (Non AC) & Equivalent								
	Diesel(outstation)								
	CNG(Delhi/NCR)								
4.	Desire/ Indigo/Etios/Accent/ Amaz (AC) & Equivalent								
	Diesel(outstation)								
	CNG(Delhi/NCR)								
5.	(6+1 Seater) Toyota Innova /Tavera/Scorpio (Non AC) & Equivalent								
	Diesel(outstation only)								
	CNG(Delhi/NCR)								
6.	(6+1 Seater) Toyota Innova /Tavera/Scorpio (AC) & Equivalent								
	Diesel(outstation only)								
	CNG(Delhi/NCR)								
7.	Honda City/Ciaz/X4/Sunny (AC) & Equivalent								
	Diesel(outstation only)								
	CNG(Delhi/NCR)								
8.	Any other make or model (Other than above Sl. No 1 to 7)								
	Diesel(outstation only)								
	CNG(Delhi/NCR)								

Rates are inclusive of all Taxes)

Note: Parking charges and toll tax shall be reimbursed at actual subject to production of documentary evidence.

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

(Signature of the bidder)

Name of the Bidder _____

With seal

SECTION IV

(C) BANK GUARANTEE FORM FOR BID SECURITY

Whereas _____ (hereinafter called the "Bidder") has submitted its quotation dated _____ for hiring of Cars (hereinafter called the "Bid") against the SAI 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, New Delhi (hereinafter called the SAI) in the sum of _____ for which payment will and truly to be made to the said SAI, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this _____ day of _____ 20____.

The conditions of this obligation are:

(1) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this Bid.

(2) If the Bidder having been notified of the acceptance of his Bid by the SAI during the period of its validity:-

a) Fails or refuses to furnish the Performance Security for the due performance of the contract within the period specified.

or

b) Fails or refuses to accept/execute the contract.

We undertake to pay the SAI up to the above amount upon receipt of its first written demand, without the SAI having to substantiate its demand, provided that in its demand the SAI 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 _____ [insert date forty-five days after the period of Bid validity of 90 days i.e. for 135 days (90 days + 45 days)] from the date of Bid Opening i.e. by _____ and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorised officer of the Bank)

Name and designation of the officer
Seal, name & address of the Bank and address of the Branch

SECTION – IV
(D) NEFT MANDATE FORM

From: M/s.

Date:

To

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

Sub: NEFT PAYMENTS

For remittance of our payments using RBI's NEFT scheme, our payments may be made through the above scheme to our under noted account.

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATE FORM

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

(Signature of the Bidder)

Name, Address and seal of the Bidder: _____

Confirmed by Bank

Enclosed a copy of Cancelled Cheque

PART-2

SCOPE OF WORK

SECTION - V

Scope of Work

Sports Authority of India (SAI) is an Autonomous Organization under Ministry of youth Affairs & Sports, Govt. of India, intend to hire 8-10 DLY Cars (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.

SECTION - VI

Special Conditions of Contract

The Special Conditions of Contract for hiring of DLY Cars for SAI, Head Office as per Scope of Services indicated in Section-V are as under:

Special Conditions of Contract:

1. The contract shall be valid for a period of one year and can be extended for a period up to one year on the same rates and terms and conditions on mutual consent.
2. The Contractor will have to provide the replacement of Driver in case of any eventuality.
3. In case of breakdown of any vehicle, the contractor shall replace the breakdown vehicle within one hour failing which the SAI has right to hire vehicle from any other sources at the expense of the contractor.
4. 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.
5. 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.
6. The SAI reserves the right to terminate the contract without assigning any reason by giving the notice of 30 days to the contractor.
7. Vehicles provided by the contractor should bear commercial Registration Numbers and should have comprehensive insurance.
8. Driver so provided with the vehicles shall have commercial LMV Driving License and Badges.
9. The vehicles should conform to the Pollution Control norms prescribed by the Transport Department.
10. The contractor shall provide vehicles as per requirement of SAI. The Contractor shall not assign the work to any other party without prior written permission of SAI.
11. The vehicle and Driver shall remain available all the time as per Duty Roaster and shall not leave place of duty without prior permission.
12. The contractor shall be responsible for total maintenance of the vehicles provided by him.
13. Operation and function of vehicles and Drivers shall be governed by Motor Vehicles Act and these shall be the responsibility of contractor.
14. The dead mileage in any case should not be more than five Kms. One way.
15. No advance payment will be made. Subletting of contract is strictly forbidden.
16. The contractor will maintain separate log books for each vehicle which will also be verified /countersigned by the concerned Officer.
17. The bills in duplicate should be made date-wise by the contractor and should be submitted to the General Administrator Division of the SAI on monthly basis.
18. The contractor while raising the bill should clearly mention that the rate charged/quoted is for diesel or CNG run vehicle.

19. 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.
20. The SAI reserves the right to vary the numbers of vehicles hired.
21. The successful bidder has to enter into agreement with SAI as per the Draft Agreement enclosed.
22. The vehicle to be supplied should be well maintained; in excellent condition mechanically as well as get-up wise, i.e. outer body / upholstery etc. should be decent looking.
23. The hired Cars could be used beyond agreed kilometres and hours, if required at a mutually agreed rate per Km/ per hr. Basis.
24. All the charges towards repair / servicing, salary of the Driver, Conductor and Cleaners, fuel expenses, any other incidental expenses on operations & maintenance would be borne by the firm.
25. The vehicle should be insured in all respect by the contractor. All liabilities, arising out of any legal dispute, accidents, etc. shall be borne / paid by the firm and SAI shall not be liable in any matter whatsoever.
26. The antecedents of drivers to be deployed should be properly verified and their details (names, addresses, telephone nos., photograph, copy of driving license etc.) will have to be provided to this office. Prior permission has to be obtained from this SAI before change of any driver. The SAI reserves the right to ask the contractor for removal of any Driver, who is not found competent or disciplined.
27. The contractor shall not employ any person who has not completed 18 years of age. The drivers of the vehicles should possess valid driving license in their name. The Drivers must be decently dressed, proficient in speaking local languages, well mannered, courteous with proven integrity, healthy personal habits and should always carry a mobile phone with him.
28. If the vehicle is required for more than 15 days, the charges will be calculated on the basis of charges fixed for monthly, basis, instead of daily basis.
29. The vehicles should meet pollution control norms notified by the Hon'ble Supreme Court & norms of NCT Delhi transport Authority. The vehicles provided should be as per order of Hon'ble Supreme Court of India. This office will not take any responsibility of violation of such rules/norms.
30. If the vehicle is required for more than 15 days, the charges will be calculated on the basis of charges fixed for monthly, basis, instead of daily basis.

31. In case of default, the Penalty Clauses would be as under:-

S.No.	Problems	Penalty
1.	<p>Late arrival</p> <p>a) By 10 minutes to 30 minutes</p> <p>b) 30 minutes to 60minutes.</p> <p>c) Does not turn up</p>	<p>a) Rs.100.00</p> <p>b) Rs.200.00</p> <p>c) In such cases, depending upon the urgency, SAI can hire a Car for the day or as per requirement. Payment of which shall be borne by the Contractor.</p>
2.	<p>Attire / turnout of the driver</p> <p>a) Inappropriate</p> <p>b) Very inappropriate</p>	<p>a) Rs.50.00 to Rs.200.00, depending upon the inappropriate-ness</p> <p>b) The driver with the vehicle will be sent back and a penalty of Rs.300.00 will be imposed. A Car will be hired for the day and payment for the same will be borne by the Contractor.</p>
3.	<p>Unclean vehicle or seat cover / smell in the vehicle</p>	<p>Rs.100.00 for the 1st day</p> <p>Rs.200.00 per day for 2nd consecutive day and beyond</p>
4.	<p>AC not working / malfunctioning</p>	<p>The Contractor to provide another vehicle in an hour's time or else the office can hire a Car for the day, payment of which will be borne by the Contractor.</p>
5.	<p>Breakdown en-route</p>	<p>Office to hire a Car to reach the destination, payment to be borne by the Contractor.</p>
6.	<p>Re-curring malfunctioning/ dissatisfactory vehicle condition</p>	<p>The vehicle will be returned.</p> <p>A Car will be hired, payment of which will be borne by the Contractor along with a daily fine of Rs. 500/-, till such time a proper vehicle is provided.</p>

PART-3

CONTRACT

SECTION - VII

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

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

2 Performance Security

2.1 Within fifteen (15) days from date of the issue of Notification of Award by the SAI , the Contractor shall furnish performance security to the SAI, for an amount of Rs.1,75,000/-, valid up 12 months + two months, i.e. for 14 months from the date of Notification of Award.

2.2 The Performance security shall be denominated in Indian Rupees in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in Section VIII (B) of this document in favour of the Secretary, SAI, .

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

3. Scope of work

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

4. Prices

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

5. Taxes & Duties

The Contractor shall be entirely responsible for payment of all/any type of taxes, etc. to any authority against this contract. However, parking charges and toll tax shall be reimbursed at actual subject to production of documentary evidence.

6. Terms of Payment and Mode of Payment

6.1 Payment against the contracted services will be made on monthly basis, on submission of bills, within 30 days from the date of receipt along-with relevant documents, based on actual consumption duly certified by concerned Officers of SAI subject to recoveries/damages, if any.

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

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

7. Termination for default

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

8. Period of Contract

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

9. Resolution of disputes

- 9.1 If dispute or difference of any kind shall arise between the SAI and the Contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 9.2 If the parties fail to resolve their dispute or difference by such mutual consultations, within twenty-one days of its occurrence, then, either the SAI or the Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the SAI and Contractor relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the Sole Arbitration, appointed to be the arbitrator by the Director General, Sports Authority of India. The award of the Arbitrator will be final and binding on the parties to the Contract.
- 9.3 Venue of Arbitration: The venue of arbitration shall be the place from where the Contract has been issued, i.e., New Delhi.

10. Jurisdiction

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

11. Applicable Law

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

SECTION – VIII
SPORTS AUTHORITY OF INDIA
(GA DIVISION)
JAWAHARLAL NEHRU STADIUM COMPLEX,
GATE NO. 10, LODHI ROAD, NEW DELHI-110003.

(A) CONTRACT AGREEMENT

Contract No. _____

Dated _____

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

1. Name & address of the Contractor _____
2. Purchaser's Bidding Document No. _____ dated _____ and subsequent Amendment No. _____, dated _____ (if any), issued by the purchaser.
3. Contractor's Bid No. _____ dated _____ and subsequent communication(s) No. _____ dated _____ (if any), exchanged between the supplier and the purchaser in connection with this Bid.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this Contract:
 1. General Conditions of Contract;
 2. Price Schedule(s) furnished by the supplier in its Bid;
 3. Purchaser'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 the goods which shall be provided are as under:

Schedule No.	Brief description of services	Accounting unit	Unit Price	Total price

Any other additional services (if applicable) and cost thereof: _____

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

(ii) Details of Performance Security:

**(Signature, name and address
of the purchaser's authorised official)
For and on behalf of Director General
Sports Authority of India**

Received and accepted this Contract

[Signature with date, name and designation]

for and on behalf of Messrs _____

[Name & address of the Bidder

(Seal of the Insurance Service Provider)

Date: _____

Place: _____

SECTION – VIII

(B) BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To,

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

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

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

and Contract No. _____

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

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

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number]

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

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

At the request of the *Bidder*

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

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

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

[Signatures of Authorized Representatives]