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Tender Ref: **01-18001(17)/1/2021-HO**

Open Tender Enquiry/REQUEST FOR PROCUREMENT (RFP)

For

Supply of Petrol and Diesel for SAI Vehicles

On E- Tender Basis

DISCLAIMER

This RFP is being issued by Sports Authority of India (SAI) for Procurement of items mentioned here in the document on such terms and conditions and technical specifications as set out in this RFP document.

It is hereby clarified that this RFP is not an Agreement and is not an offer or invitation by SAI to any party hereunder. The purpose of this RFP is to provide the bidder (s) with information to assist in the formulation of their proposal submission. This RFP document does not purport to contain all the information bidders may require. This RFP document may not be appropriate for all persons and it is not possible for SAI to consider particular needs of each bidder. Each bidder should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. SAI and their advisor make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations or otherwise as to the accuracy, reliability or completeness of the RFP document.

SAI in their absolute discretion, but without being under any obligation to do so may update, amend or supplement the information in this RFP document.

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PART-1-BIDDING PROCEDURE

SPORTS AUTHORITY OF INDIA
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Telephone: +91-11 – 24368389, 24362652,24368393
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SECTION- I- NOTICE INVITING TENDER (NIT)

For Open Tender Enquiry

Sports Authority of India under Ministry of Youth Affairs and Sports, Govt. of India invites **On-line bids** from eligible bidders, in single stage two bid systems for procurement of the following items:

Sl. No.	Brief Description of Items	Amount of Bid Security in Rs.
1	Supply of Petrol and Diesel	1,00,000/- (Rupees One Lakh Only)

The prospective bidders who have not registered can register with E-procurement system of NIC by paying necessary registration charges.

SCHEDULE OF BIDDING PROCESS WITH KEY DETAILS

Date of publish of RFP on e-procurement portal of CPP	20.06.2023
Start date and time of downloading of document	20.06.2023
Bid submission start date	20.06.2023
Last Date and Time of uploading/submission of Bids	11.07.2023, 11:00 A.M.
Bid Validity	180 Days
Opening of Techno-Commercial Bid (Bid 1)	12.07.2023, 11:00 A.M.

1. Bidders may download the Bidding Documents from the web site – www.sportsauthorityofindia.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 are 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>.
2. Bids shall be submitted online only at CPPP website: <http://eprocure.gov.in/eprocure/app>. Bidders are advised to follow the instructions provided in the 'Instructions to the Bidder for e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>.
3. Bidders shall not tamper/modify the tender form including downloaded price bid template in any manner. In case, the same is found to be tempered/ modified in any manner, tender will out-rightly be rejected.

4. Intending bidders are advised to visit again CPP Portal website www.eprocure.gov.in and SAI website <http://sportsauthorityofindia.nic.in> before submission of tender for any corrigendum / addendum/ amendment.

Director (GAD)
Sports Authority of India
HO, JN Stadium
New Delhi 110003
E-mail:

SECTION - II - INSTRUCTIONS TO BIDDERS (ITB)

SECTION - II- (A)-INSTRUCTIONS TO BIDDERS (ITB)

(a) PREAMBLE

1. Definitions and Abbreviations

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

1.2. Definitions:

- 1.2.1. "Purchaser" means SAI/the organization purchasing goods and services as incorporated in the Tender Enquiry documents.
- 1.2.2. "Tender" means bids/quotations/Tender received from a Firm/ Bidder.
- 1.2.3. "Bidder" means bidder/the individual, company or firm submitting bids/Quotations/Tender.
- 1.2.4. "Supplier" means the individuals, company or the firm supplying the goods and services as incorporated in the contract.
- 1.2.5. "Items" means the Fuel, petrol, diesel etc., which the supplier is required to supply to the purchaser under the contract.
- 1.2.6. "Earnest Money Deposit" (EMD) means Bid Security to be furnished by a bidder along with its tender.
- 1.2.7. "Contract" means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc., therein.
- 1.2.8. "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 Security Deposit.
- 1.2.9. "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.
- 1.2.10. "Specification" means the document/standard that prescribes the requirement with which goods or service has to conform.
- 1.2.11. "Day" means calendar day.

1.3. Abbreviation: -

- 1.3.1. "TE Document" means Tender Enquiry Document
- 1.3.2. "NIT" means Notice Inviting Tenders
- 1.3.3. "ITB" means Instruction to Bidders
- 1.3.4. "GCC" means General Conditions of Contract
- 1.3.5. "SCC" means Special Conditions of Contract
- 1.3.6. "NSIC" means National Small Industries Corporation
- 1.3.7. "GST" means Goods and Services Tax

2. Introduction

2.1. This bid document is for procurement of items as mentioned in **Section –V** "Schedule of Requirements.

- 2.1.1. This Section (**Section II**) provides relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the

Purchaser for receipt and opening of bids as well as scrutiny and evaluation of bids and subsequent placement of contract.

2.1.2. The Bidders shall also read the Special Condition of Contract (SCC) related to this purchase, as contained in **Section VII-B** of these documents and follow the same accordingly. Whenever there is a conflict between the ITB/GCC and the SCC, the provisions contained in the SCC shall prevail over those in the ITB/GCC.

2.1.3. Before formulating the bid and submitting the same to the Purchaser, the bidder should read and examine all the terms and conditions, instructions, specifications etc. contained in the bid document. Failure to provide and/or comply with the required information, instructions etc. incorporated in this bid document, may result in rejection of the bid.

3. Language of Bid

3.1. 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 English or Hindi language. However, the language of any printed literature furnished by the bidder in connection with its bid may be written in any other language provided the same is accompanied by an English translation and, for purpose of interpretation of the bid, the English translation shall prevail.

4. Tendering Expenses

4.1. The Bidders shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

(b) BIDDING DOCUMENTS

5. Content of Bidding Documents

5.1. In addition to Section I – “Invitation for Bid” (IFB), the Bid Document includes several Sections up to Section VIII. These Sections are:

Section II	Instructions to Bidders (ITB)
Section II (B)	Instructions for Online Submission of Bids.
Section III	Qualification Criteria & Performance Statement
Section IV	Bidding Forms
Section V	Schedule of Requirements
Section VI	Technical Specifications
Section VII (A)	General Conditions of Contract
Section VII (B)	Special Condition of Contract
Section VIII	Contract Forms

6. Amendment(s) to Bid Document

- 6.1. At any time prior to the deadline for submission of bid, the Purchaser may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid document by issuing suitable amendment(s) to it.
- 6.2. Such an amendment to the bid document will be uploaded on SAI website: [www.Sports authority of India and Central Public Procurement \(CPP\) Portal of Government of India](http://www.Sports authority of India and Central Public Procurement (CPP) Portal of Government of India) i.e. www.http://eprocare.gov.in/eprocare/apponly.
- 6.3. Prospective bidders are advised in their own interest to visit website of and CPP Portal for any amendment etc. before submitting their bids.
- 6.4. In order to afford prospective bidders reasonable time to take into account the amendments in preparing their bids, SAI may, at its discretion, suitably extend the deadline for submission of bids.

7. Modifications in Bid Document

- 7.1. The bidder, after submitting the bid, is permitted to submit alterations/modifications to the bid, so long such alterations/ modifications are received duly sealed and marked like original bid, up-to the date and time of submission of bid. Any amendment/modification submitted after the prescribed date and time of receipt of bids shall not to be considered.

8. Clarification of Bid Document

- 8.1. A bidder requiring any clarification or elucidation on any issue in respect of the bid document may take up the same with the Purchaser in writing. The Purchaser may respond in writing to such request provided the same is received (by the Purchaser) not later than 10 (ten) days prior to the prescribed original date of submission of bid.
- 8.2. Any clarification issued by Purchaser in response to query (ies) raised by the prospective bidders shall form an integral part of bid document and it may amount to an amendment of the relevant clause(s) of the bid document.

9. Bid format

- 9.1. The bidders are required to furnish their bids as per the prescribed format at Section IV (C) and also as per the instructions incorporated in the bid document.

(c) PREPARATION OF BIDS

10. Documents comprising the bid

- 10.1. The bid prepared by the Bidder shall comprise the components detailed in Clause 11& 12 of ITB (Technical and Financial Bid). The Bids not conforming to the requirements as stated in the said clauses shall be summarily rejected. SAI's decision in this regard shall be final, conclusive and binding on all the Bidder(s).

11. Technical Bid:

- 11.1. The Bidder shall submit the scanned copy of following documents along with company file while submitting the bid documents: -
 - 11.1.1. **Bid Security:** 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 not be considered.

- 11.1.2. Bid submission form as per- form at **Section A**).
- 11.1.3. Documents mentioned in the qualification criteria as per **Section III - (A)**.
- 11.1.4. National Electronic Fund Transfer (NEFT Form) as per **Section D** for payment in Indian Rupee.
- 11.1.5. Certificate of Chartered Accountant showing annual turnover for the last three financial years ending 31st March, 2023. Copies of Balance Sheet, Profit and Loss Account statement etc. need not be enclosed.
- 11.1.6. Income Tax returns filed for the last three financial years.
- 11.1.7. Goods & Services Tax Registration Certificate. (as per law of the country origin)
- 11.1.8. Valid PAN, TIN (Taxpayer Identification Number)/TAN (as per law of the country origin).
- 11.1.9. Bidder shall furnish details of its quality control system and organization certifying that they have the capacity to ensure adequate quality control at all stage of the manufacturing process. If the bidder is not the manufacturer, the said information is to be obtained from the OEM.
- 11.1.10. The bidder should not stand on bid submission date debarred by Central/ State Governments/ PSUs on Bid submission date. There should not be any criminal proceedings/conviction against the bidder at any point of time any other information considered necessary but not included above.
- 11.1.11. Scanned copy of Certificate/Undertaking indicating that the rates quoted for supply of said Items/Items by the firm are not higher than the rate of the item supplied by the firm in any other Government Organization/Institutions/PSU etc.
- 11.1.12. As per 9 (a) of the DPIIT order dated 04.06.2020, the Class I & II local supplier are required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for Class I/II local supplier as the case may be. They shall also give details of locations at which the local value addition is made.

12. Financial Bid:

- 12.1. This should be uploaded online in the prescribed XLS format as per BOQ available in CPP Portal.
- 12.2. Financial proposal should contain the 'Price Schedule' in the XLS format prescribed in.
- 12.3. Bidder shall quote only one price for each item. If more than one price is quoted, the lowest unit rate quoted by the bidder will be considered for evaluation.
- 12.4. The bid of 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.

Note: Bidders are required to upload the "Technical Bid" and "Financial Bid" separately at the designated place in required format in CPPP Portal.

13. Bid currency

- 13.1. All the bidders should quote only in Indian Rupees
- 13.2. Tenders, where prices are quoted in any other way shall be treated as non-responsive and rejected.

14. Bid Price

- 14.1. The Bidder shall indicate on the Price Schedule provided under Section IV (C) all the specified components of prices shown therein. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a Bidder, same should be clarified as “NA” (means Not Applicable) by the Bidder.

15. Firm Price

- 15.1. The prices quoted by the bidder shall remain firm and fixed during the currency of the contract.

16. Alternative Bids are not allowed.

17. Documents establishing bidder’s eligibility and qualifications

- 17.1. Pursuant to ITB clauses 11 and Section III, the bidder shall furnish, of its bid, relevant details and documents establishing to perform the contract.

18. Bid Security/Earnest Money Deposit (EMD)

- 18.1. 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 not be considered.
- 18.2. 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.
- 18.3. The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as along with the bid. Under MSE category, only 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.
- 18.4. 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 from any of the commercial banks (as per the format at Section G),
 - e) NEFT transfer to “Secretary SAI, Union Bank of India Account No: 108510011000101, IFSC No. UBIN0810851.
(Bidder has to upload challan/proof along with Bid in GeM Portal)
 - f) Valid Insurance Surety Bonds
- 18.5. The Demand Draft, Fixed Deposit Receipt, Banker’s Cheque, Insurance Surety Bonds or Bank Guarantee shall be drawn on any Commercial Bank in India, in favour of the “Secretary, Sports Authority of India”, payable at New Delhi. In case of Bank Guarantee, the same is to be obtained from any

commercial bank in India as per the format specified under Annexure V of the Bid Document.

- 18.6. The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid.
- 18.7. 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.
- 18.8. 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

19. Bid Validity

- 19.1. The bid shall remain valid for acceptance for a period of **180 days** after the date of bid opening, prescribed in the bid document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.
- 19.2. In exceptional circumstances, Purchaser may request the bidders' consent to extend the validity of their bids up to a specified period. The bidders agree to extend the bid validity period. However, they will not be permitted to modify their original bids during the extended bid validity period.
- 19.3. In case, the day up to which the bids are to remain valid falls on a holiday or on a day declared as holiday or closed day for the Purchaser, the bid validity shall automatically be extended up to the next working day.

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

- 20.1. The Purchase reserves the right to cancel the bidding process and reject all bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidders.

21. Signing of bids

- 21.1. The bidders shall submit their bids as per the instruction contained in ITB.
- 21.2. The tender shall either by 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 by a written power of attorney/board resolution, which shall also be furnished along with the bid.
- 21.3. 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 initialled 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 initialled by the person(s) signing the tender.

(d) SUBMISSION OF BIDS

22. Submission of bids

- 22.1. Bids should be submitted On-line as per the instructions given for On-line submission under Section II (B).
- 22.2. Bids must be received by the Purchaser not later than the date and time prescribed in the bid document.
- 22.3. Purchaser, at his discretion, may extend the deadline for submission of bids by amending the bid document in accordance with clause 8 of **ITB**. In that case, all rights and obligations of the Purchaser and the bidders would automatically stand extended.
- 22.4. Submission of more than one bid by the same bidder shall entail him for disqualification from participating in the bid process. OEM or its Agent / Authorized Dealer shall submit the Bid.

(e) BID OPENING

23. Opening of bids

- 23.1. The Purchaser will open the bids at the specified date, time and place as indicated in the IFB in **Section-I**. If due to administrative reasons the venue / date/ time of bid opening are changed, it will be uploaded on CPP Portal and on the SAI's website.
- 23.2. In case the specified date of bid opening falls on a holiday 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.
- 23.3. 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. Letter of authority for attending the bid opening meeting should be in the format placed at **Section IV (G)**.
- 23.4. Two – bid system as mentioned in Para 13 above will be as follows:
 - 23.4.1. **Technical Bids** will be opened in the first instance, at the prescribed date and time as indicated in **Section –I (IFB)**. These bids shall be scrutinized and evaluated by the Purchaser with reference to parameters prescribed in the Bid Document. During the Technical bid opening, the bid opening official(s) will read the salient features of the bids like brief description of the items offered, delivery period, Bid Security and any other special features of the bids, as deemed fit by them. Thereafter, in the second stage, the Financial Bids of only the technically accepted bids / 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 offered etc., as deemed fit by bid opening official(s) will also be read out.

(g) SCRUTINY AND EVALUATION OF BIDS

24. Basic Principle

- 24.1. Bids will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the bidders in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

25. Scrutiny of Tenders

- 25.1. 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.
- 25.2. Purchaser will determine the responsiveness of each Tender to the TE Document without recourse to extrinsic evidence.
- 25.3. 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.
- 25.4. The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;
 - 25.4.1. Qualification Criteria not enclosed
 - 25.4.2. Tender is unsigned.
 - 25.4.3. Tender validity is shorter than the required period
 - 25.4.4. Bidder has not agreed to give the required performance security.
 - 25.4.5. Goods offered are not meeting the tender enquiry specification.
 - 25.4.6. Poor/ unsatisfactory past performance.
 - 25.4.7. Bidder has not complied with the requirement of Clauses of ITB.
 - 25.4.8. Any other conditions as deem fit.
 - 25.4.9. Bid by Foreign Companies. (Only Indian companies are allowed to BID) or Non-Submission of required declaration regarding Class I / Class II Local Supplier.

26. Minor infirmity/irregularity/Non-conformity

- 26.1. If during the preliminary examination, the purchaser finds any minor infirmity and/ or irregularity and/ or non-conformity in a tender, the purchaser will convey its observation on such ‘minor’ issues to the bidder by speed post/ mail etc. asking the bidder to response by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

27. Discrepancies in Prices

- 27.1. If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail, and the total price corrected accordingly.
- 27.2. If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected, and
- 27.3. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- 27.4. If, as per the judgment of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by registered/speed post. If the bidder does not agree to the observation of the purchaser, the tender is liable to be ignored.

28. Qualification Criteria

- 28.1. Bids of the Bidders, who do not meet the required Qualification Criteria prescribed in Section III (A), will be treated as non - responsive and will not be considered further.

29. Comparison of Bids and Award Criteria

29.1. The comparison of the techno commercially responsive Bids for ranking purpose shall be carried out on Discount offered basis, inclusive of applicable taxes, duties, incidental services.

29.2. The evaluation will be done item wise and the bidder who quotes highest discount for respective items in Rupees will be the H1 bidder for respective item i.e., Bidder quoting Highest discount for Petrol will be the successful bidder for supply of petrol and Bidder quoting Highest discount for diesel will be the successful bidder for supply of diesel. **In case two or more bidders quote the same amount of Discount in a particular category, then the bidder with shortest distance from SAI Head Office (Gate 10 of JLN Stadium) will be declared successful in that particular category.**

30. Contacting the Purchaser

30.1. From the time of submission of tender to the time of awarding the contract, if a BIDDER needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.

30.2. In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the purchaser.

(h) AWARD OF CONTRACT

31. The Purchaser's Right to accept any tender and to reject any or all tenders

31.1. The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

32. Notification of Award

32.1. The bidder whose bid has been accepted will be notified of the award by the Purchaser prior to the expiry of the bid validity period.

32.2. Before expiry of the bid validity period, the Purchaser will notify the successful bidder in writing, by speed post or email that its bid for items, which have been selected by the Purchaser, has been accepted; also briefly indicating there-in, that the essential details like description, quantity of the items, and delivery period, and prices have been accepted. The successful bidder must furnish to the Purchaser the required Performance Security within 14 days from the date of dispatch of this notification. SAI reserves the right to impose penalty @ 0.05% of contract value per day for further period of 07 days, failing which the Bid Security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided under GCC Clause 3 under **Section VII (A)**.

32.3. The Letter of Award (LOA) will state the sum that the Purchaser will pay to the successful bidder in consideration of the items to be supplied by him.

32.4. The details of award of work and name of the successful bidder shall be mentioned on the CPPP and also in the notice board/bulletin/website of SAI.

32.5. Notification of Award shall constitute the conclusion of the Contract.

33. Issue of Contract

- 33.1. Promptly after notification of award, the Purchaser will mail the Contract Agreement as per **Section VIII (A)**, duly completed to the successful bidder by speed post/mail.
- 33.2. The successful bidder shall return the contract in duplicate duly typed on stamp paper and duly signed and dated, to the Purchaser by speed post/mail within **seven** days from the date of issue of the contract.
- 33.3. The purchaser reserves the right to issue the Notification of Award consignee wise.

34. Annulment of Award

- 34.1. Failure of the successful bidder to comply with the requirement of signing an agreement with the Purchaser and furnishing Performance Security shall constitute sufficient ground for annulment of the award and forfeiture of bid security.

35. Termination of Contract

- 35.1. The SAI reserves the right to terminate the contract without assigning any reason. Before termination of contract, SAI will notify the service bidder giving a notice of 30 days.

36. Disqualification

- 36.1. Purchaser reserves the right to disqualify the bidder for a suitable period who fails to supply the items in time. Further, the bidder(s) whose items do not perform satisfactorily in accordance with the specifications may also be disqualified for a suitable period by the Purchaser. Misrepresentation of facts if found at any stage during the contract period will also attract disqualification. Time and quality of items supplied is the essence of the Agreement.

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

- 37.1. 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 14 of GCC – Termination of default in Section-VII (A) and other administrative actions as deemed fit by the purchaser.

38. Corrupt or fraudulent practices

- 38.1. It is required by all concerned namely the Consignee/Bidder/Supplier to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -
 - 38.1.1. 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;
 - 38.1.2. Will declare a firm ineligible or blacklist 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 in executing the contract
 - 38.1.3. The Purchaser reserves the right not to conclude the 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 and suppression of material facts shall be initiated.

39. Conflict of Interest among bidders/agents

- 39.1. A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of purchaser's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process if;
- 39.1.1. they have controlling partner (s) in common; or
 - 39.1.2. they receive or have received any direct or indirect subsidy/financial stake from any of them; or
 - 39.1.3. they have the same legal representative/agent for purposes of this bid; or
 - 39.1.4. they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
 - 39.1.5. bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assemblies from one bidding manufacturer in more than one bid.
 - 39.1.6. a bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid;
 - 39.1.7. in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business.

SECTION-II -(B)-INSTRUCTIONS FOR ONLINE BID SUBMISSION

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> .

A. REGISTRATION

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: 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.

B. 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.

C. PREPARATION OF BIDS

- (i) Bidder should take into account corrigendum 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.

D. 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 indicated 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) Bid Security/Earnest Money Deposit (EMD) has been replaced with Bid Securing Declaration is exempted as per Ministry of Finance, Department of Expenditure O.M. dated 12th November 2020. However, all bidders are required to upload along with the technical bid, a duly signed and sealed copy of Bid Securing declaration as per Section IV (D).
- (v) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of 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 (i.e. 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.

E. ASSISTANCE TO BIDDERS

- (i) Any queries 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 contract person indicated in the tender.
- (ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The Contract number for the helpdesk is 1800 3072 2232. Foreign bidder can get help at +91-7878007972, +91-7878007973.

SECTION- III -(A)- QUALIFICATION CRITERIA

a. The bidder must satisfy the following eligibility criteria –

Sl. No.	Descriptions	Document Required
1.	The BIDDER should have valid PAN Card	Copy of PAN Card
2.	The BIDDER should have valid GST Certificate. In case the Company/ Firm/ Agency is exempted for GST, they must have relevant Trade License	The BIDDER should have valid GST Certificate. In case the Company/ Firm/ Agency is exempted for GST, they must have relevant Trade License
3.	The BIDDER should have Dealership Certificate from concerned Oil Company	Copy of valid certificate should be attached
4.	The Petrol Pump/ Refueling Station of BIDDER should be located within the radius of 03 KM from SAI Head office.	Copies of valid enlistment certificate issued by Municipal Corporation of Delhi mentioning the address of business should be attached
5.	The BIDDER shall have minimum average annual turnover of Rs 25 Lakh during the last three years ending on 31 st March 2023. In case audited balance sheet for FY 2022-23 is not available then FY 2019-20 shall be considered	Copies of audited balance sheet duly audited/ certified by Chattered Accountant (as applicable) should be attached
6	The BIDDER shall not stand debarred by any organization as on Bid Opening Date.	Self-certified certificate.

SECTION -A BID SUBMISSION FORM

Date _____

To

Sports Authority of India
HO, JN Stadium,
New Delhi 110003

Ref: Your Bidding Document No. _____

Sir,

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. 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 03 of Section-VII (A) for due performance of the Contract.

3. 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. 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. We confirm that the rates offered by the OEM or its authorized agent are same in respect of the items stipulated in the contract document.

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

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

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

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

[Signature with date, name and designation]

Duly authorised to sign Bid for and on behalf of Messrs _____

[Name & address of the manufacturers]

SECTION- B- PRICE SCHEDULE (BOQ)
AS PER BOQ UPLOADED IN THE CPP PORTAL

S.N.	ITEM	DISCOUNT ON GOVT NOTIFIED RATE in Rupees.
(A)	ITEMS TO BE PURCHASED	
1.	Petrol	
2.	Diesel	

Note:

(1) Approximate quantity of items mentioned in the above price schedule (S.N. 1 to 2) with no commitment of purchase:

- (a) Petrol Approx 50,000 liters in 24 months (contract period is two years)
- (b) Diesel Approx 10,000 liters in 24 months

(2) Payment in respect of items above (SN 1 to 2) will be made as per the rates notified by Govt. after availing the discount to be offered.

(4) Evaluation of the offers will be done as under:

The evaluation will be done item wise and the bidder who quotes highest discount for respective items in Rupees will be the H1 bidder for respective item i.e., Bidder quoting Highest discount for Petrol will be the successful bidder for supply of petrol and Bidder quoting Highest discount for diesel will be the successful bidder for supply of diesel .**In case two or more bidders quote the same amount of Discount in a particular category, then the bidder with shortest distance from SAI Head Office (Gate 10 of JLN Stadium) will be declared successful in that particular category.**

(This evaluation criteria will prevail upon any other criteria if mentioned elsewhere in the tender documents)

Signature of Bidder _____
Name & Designation _____

Place: _____
Business Address. _____
Date _____
Seal of the Bidder _____

Note: If there is a discrepancy between the unit price and total price the unit PRICE shall prevail.

Section C.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, New Delhi 110003 (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

SECTION D- NEFT MANDATE FORM

From: M/s.

Date:

To

Secretary
Sports Authority of India
HO J.N. Stadium,
New Delhi 110003.

Sub: NEFT PAYMENTS

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

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATAE 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 with date, name and designation]
For and on behalf of Messrs _____

[Name & address of the bidder]

Confirmed by Bank

Enclosed a copy of Crossed Cheque

SECTION - E - LETTER OF AUTHORISATION FOR ATTENDING BID OPENING MEETING

Tender No. -----

Subject: Authorisation for attending bid opening on ----- (date) in the tender of -----

Following persons are hereby authorised to attend the bid opening for the tender mentioned above on behalf of----- (bidder) in order of preference given below.

Order of Preference	Name	Specimen Signature
---------------------	------	--------------------

- 1.
- 2.

Alternate Representative

Signatures of bidder

Or

Officer authorised to sign the bid documents on behalf of the bidder.

Note:

1. *Maximum of two representatives will be permitted to attend bid opening. In case where it is restricted to one, first preference will be allowed. Alternate representatives will be permitted when regular representative is not able to attend.*
2. *Permission for entry to the hall where bids are opened may be refused in case authorisation as prescribed above is not furnished.*

SECTION - F- DISCLOSURE OF CONFLICT OF INTEREST

It is hereby disclosed that we have not any conflict of interest with other bidders in terms of conditions stipulated in clause No.39 of Section II- A of Tender Document. If this disclosure is found wrong later on, we are liable for punitive action as per terms of the agreement.

(Authorized Signatory)
Stamp

SECTION G - DISCLOSURE OF CODE OF INTEGRITY

It is hereby disclosed that we _____ shall not act in contravention of the codes as under: -

1. Prohibition of: -
 - a) Making offer either directly or indirectly in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - b) Any omission, or misrepresentation that may mislead or attempt to mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
 - c) Any collusion bid rigging or anti-competitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
 - d) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - e) Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.
 - f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - g) Obstruction of any investigation or auditing of a procurement process.
 - h) Making false declaration or providing false information for participation in a tender process or to secure a contract.
2. It is also disclosed that no previous transgressions have been made in respect of the provisions of Sub Clause (i) of Rule 175 of GFR with any entity in any country during the last three year or of being debarred by any other procuring entity.

(Authorized Signatory)
Stamp

SECTION -H- AFFIDAVIT/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 terms of payment, liquidated damages clause, dispute resolution mechanism applicable law. I/ We confirm that we do not stand deregistered/debarred/banned/blacklisted by 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

NOTE: To be submitted on non-judicial stamp paper of Rs. 10/- duly certified by Public Notary

PART-2- SUPPLY REQUIREMENT AND SPECIFICATION

SECTION - V - SUPPLY REQUIREMENTS

S.N.	Description of Item (As per in Section-VI)	Qty.
1.	Petrol (Normal)	As per requirement
2.	Diesel (Normal)	As per requirement

Bidders may quote the rates for all items.

Note:

1. Approximate quantity of items mentioned in the above price schedule (S.N. 1 to 4) with no commitment of purchase:
 - (a) Petrol Apprx50,000 liters in 24 months (contract period is two years)
 - (b) Diesel Apprx10,000 liters in 24 months
2. Payment in respect of items under (A) above (SN 1 to 4) will be made as per the rates notified by Govt. after availing the discount to be offered.
3. Payment in respect of items under (B) above (S.N. 1 to 3), if not offered free, will be made as the finalized rates.
4. **Evaluation of the offers will be done as under:**

The evaluation will be done item wise and The bidder who quotes highest discount for respective items will be the H1 bidder for respective item i.e., Bidder quoting Highest discount for Petrol will be the successful bidder for supply of petrol and Bidder quoting Highest discount for diesel will be the successful bidder for supply of diesel.

(This evaluation criteria will prevail upon any other criteria if mentioned elsewhere in the tender documents)

SECTION - VI- TECHNICAL SPECIFICATIONS

S.N.	Description of Item
(A)	ITEMS TO BE PURCHASED
1.	Petrol (Normal)
2.	Diesel (Normal)

PART-3 - CONTRACT

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SECTION -VII (A) - 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 under Section V and Technical Specification under Section VI of this document.
- 1.2.All relevant clauses in Section II, Instructions to Bidders (ITB), will be binding on this purchase.

2. Country of Origin

- 2.1.All goods and services to be supplied and provided for the contract shall have the origin in India/ any other country with which India has not banned trade relations.
- 2.2.The word “origin” incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

3. Performance Security

- 3.1.As guarantee for the due performance, observance and fulfilment of all obligations, terms, conditions, representations, warranties and covenants of the Supplier under the Bidding Documents within 14 days from the date of the issue of notification of award by the purchaser, the Supplier shall furnish Performance guarantee to the Purchaser for an amount equivalent to three per cent (03%) of the estimated value of the contract prior signing of this contract. The Amount of the Performance Security in this case turns out to be Rs. 1,30,000/- (for petrol) and Rs. 25,000/- (For Diesel).
- 3.2.Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier from the date of acceptance of the items by the consignee(s).
- 3.3.Supplier may furnish performance guarantee in the form of an account payee Demand Draft, Fixed Deposit Receipt from a commercial bank, Bank Guarantee from a Commercial bank in an acceptable form in the format at **Section VIII (B)**, safeguarding the Purchaser’s interest in all respects.

Secretary SAI

Andhra Bank Account No: 108510100032325

IFSC No. ANDB0001085

- 3.4.In the event of any amendment issued to the contract regarding extension of delivery period, the supplier shall, within 15 days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the amended contract.
- 3.5.Bid security will be refunded to the successful bidder on receipt of Performance Security.
- 3.6.The Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier’s all contractual obligations subject to adjustment of all amounts/losses/damages/recoveries/ penalties payable to the Purchaser and claims of Purchaser, there from.

- 3.7. 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 Purchaser.
- 3.8. Performance Security shall be forfeited and credited to the accounts of SAI, in the event of a breach of contract by the supplier, 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),
- 3.9. Supplier agrees that the decision of Purchaser in respect of any forfeiture/invocation/adjustment of the Performance Security will be final and binding on the Supplier. Purchaser shall be entitled, without any limitation or interference, to forfeit/invoke/adjust the Performance Security, as set out in this Section. Upon forfeiture/invocation/adjustment of the Performance Security as aforesaid, the Supplier shall replenish the Performance Security to their original amounts within 7 days from the date of such forfeiture/invocation/adjustment. In case of any delay or failure in replenishing the Performance Securities as set forth in the foregoing sentence, Purchaser reserves its rights to terminate the Bidding Documents without any further notice to the Supplier at the cost and liability of the Supplier.

4. Technical Specifications and Standards

- 4.1. The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications mentioned in 'Technical Specifications' under Sections-VI of this document.

5. Contract period

The contract will be for a period of two year from the date of award of contract, extendable for a further period of one year on the basis of satisfactory performance and on mutual agreement

6. Terms of Delivery

- 6.1. Goods shall be delivered by the supplier in accordance with the terms and conditions – on requirement basis
- 6.2. The Successful bidder will have to provide petrol/diesel/oil etc. as per requirement of SAI for which the Director (GAD) for his representatives will be informing the successful bidder through POL slips (Which provided by successful bidder) duly signed.

7. Insurance:

- 7.1. Unless otherwise instructed, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:
- 7.1.1. I. Wherever necessary, the goods supplied under the contract shall be fully insured in the manner specified in the contract. If considered necessary, the insurance may be done for coverage on "all risks" basis including war risks and strike clauses. The amount to be covered under insurance should be sufficient to take care of the overall expenditure, which may be incurred due to any such damage, loss etc.

8. Assignment

8.1. The supplier 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.

9. Prices

9.1. Prices to be charged by the supplier for supply of goods in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its Bid and incorporated in the contract.

10. Taxes and Duties.

10.1. Supplier shall be entirely responsible for all taxes, duties, levies etc. incurred until delivery of the contracted goods to the purchaser. Only statutory variations on finished product if stipulated in Contract shall be allowed to the extent of actual payment by the Supplier. Local Duties & Terminal Taxes etc.:

11. Terms and Mode of Payment

11.1. Payment Terms

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner:

Payment shall be made in Indian Rupees as specified in the contract in the following manner:

- Payment will be made on fortnightly basis on production of Invoice.
- No advance payment will be made.
- The Successful bidder will submit the bill to the Director (GAD) every fortnightly. SAI will make the payment through ECS /NEFT in favour of the Agency.
- The payment shall be made fortnightly only after upon submission of the following documents: -
- Supplier's invoice showing contract number, goods description, quantity, unit
 - price and total amount;
 - Requisition slip issued by the authorized representative of concerned section
 - Acceptance Certificate/slip.
- No bill process charges or any others charge shall be payable to the successful bidder.
- Payment of the contract price shall be subjected to the recoveries / liquidated damages/shortages etc., if any.
- SAI reserves the right to deduct the TAX as applicable while making such payments.

11.2. The supplier shall not claim any interest on payments under the contract.

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

- 11.4. The payment shall be made in INR only.
- 11.5. While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of supplier for claiming that payment has been fulfilled as required under the contract.
- 11.6. While claiming reimbursement of taxes etc. From the purchaser/consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, if (the supplier) shall refund to the Purchaser/Consignee forthwith.
- 11.7. The supplier shall send its claim for payment in writing, when **contractually** due, along with relevant documents etc., duly signed with date, to the Purchaser.
- 11.8. All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/RTGS systems as per the NEFT Mandate Form attached as per Section-IV (F).

12. Delay in the supplier's performance.

- 12.1. The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed not later than the date (s) as specified in the contract.
- 12.2. In cases where Delivery Period is linked with date of opening of Letter of Credit, and in case the Letter of Credit is amended to make Letter of Credit as per contract, then in such cases the Delivery Period will be calculated from the date of amendment of Letter of Credit.
- 12.3. Subject to the provision of Force Majeure under GCC clause17, any delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following actions:
 - 12.3.1. Imposition of Liquidated Damages,
 - 12.3.2. Forfeiture of its Performance Security and
 - 12.3.3. Termination of the Contract for default.

13. Liquidated damages

- 13.1. Subject to the provision of Force Majeure under GCC clause17, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, Rs. 200/- per instance on delayed supply of goods and/or services until actual delivery performance and initiate remedies available under law for the loss.
- 13.2. In the event of delay in submission of proforma Invoice, the delay shall be to the account of supplier & Purchaser shall deduct Liquidated damages as per Clause 12 of General Condition of Contract. Proforma Invoice should be strictly as per the terms & conditions mentioned in Notification of Award/Tender Conditions.
- 13.3. Proforma Invoice submitted by supplier is found to be deficient, because of which purchaser is unable to open the letter of credit, delay shall be to the

account of supplier & purchaser shall deduct liquidated damages as per clause 13 of GCC.

14. Termination for default

- 14.1. 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 supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods 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.
- 14.2. In the event of Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub clause 14 above, the Purchaser/Consignee may procure goods and / or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure and costs, if any incurred by the purchaser/consignee for arranging such procurement.
- 14.3. Unless otherwise instructed by the purchaser, the supplier shall continue to perform the contract to the extent not terminated.

15. Notice

- 15.1. 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.
- 15.2. 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.

16. Termination for insolvency

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

17. Force Majeure

- 17.1. The supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 17.2. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier'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.
- 17.3. If a Force Majeure situation arises, the supplier 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 supplier 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.

- 17.4. 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.
- 17.5. In case due to a Force Majeure event the Purchaser is unable to fulfil its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

18. Termination for convenience

- 18.1. The Purchaser reserves the right to terminate the contract, in whole or in part for its (purchaser's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the purchaser. The notice shall also indicate inter-alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 18.2. The goods and services which are complete and ready in terms of the contract for delivery and performance at the earliest but not later than three (03) days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser following the contract terms, conditions and prices.

19. Fall Clause

- 19.1. The Supplier undertakes that he has not supplied/is not supplying similar products/system or sub-systems to any department of Govt. of India i.e. Central Government/State Government, Statutory Undertakings of Central/State Governments/Local Bodies etc. and as well as to private purchaser, domestic or foreign at a discount higher than that offered in the present bid.
- 19.2. If it is found at any stage that similar product/systems or sub systems was supplied by the Supplier to any of the above Organizations as well as to private purchaser, domestic or foreign, at a higher discount, then that very discount, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Supplier to the Purchaser, if the contract has already been concluded.

20. Withholding and lien in respect of sums claimed

- 20.1. Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Supplier/Contractor, the Purchaser shall be entitled to invoke the performance security or withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Supplier//Contractor and for the purpose aforesaid, the Purchase shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Purchaser shall be entitled to withhold and have lien to retain to the extent of the such claimed

amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Supplier under the same contract or any other contract with the Purchaser or the Government, pending finalization or adjudication of any such claim and that The Supplier/Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

21. Resolution of disputes

- 21.1. If any dispute/disagreement/differences (“Dispute”) of any kind arise between the Purchaser and the supplier during the subsistence of this contract or in connection with or relating to the contract, inter alia, the validity, interpretation, implementation and/or alleged breach of any provisions of this contract then in such event the parties shall make every effort to resolve the same amicably by mutual consultations.
- 21.2. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the Purchaser or the supplier 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 (or any statutory re-enactment thereof, for the time being in force). Both the parties shall nominate one Arbitrator each and the arbitrators shall appoint an umpire before proceeding with the reference. The decision of arbitrators or in the event of their not agreeing the decision of the umpire will be final and binding on the parties. The provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under shall apply for proceedings. The arbitrators or the umpire, as the case may, shall be entitled with the consent of the parties to enlarge the time, from time to time, for making the award as per the Act. The fee of the Arbitrators/ Umpire for the Arbitration proceedings will be as per the Schedule prescribed in the Act.
- 21.3. Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi, India and shall be in English Language.
- 21.4. The courts of New Delhi will have the exclusive jurisdiction to try the disputes.

22. Applicable Law

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

SECTION - VIII (A) - (I) - CONTRACT AGREEMENT

SPORTS AUTHORITY OF INDIA,

Contract No _____ Dated _____

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

1. Name & address of the Supplier (holder): _____
2. Purchaser's Bidding Document No _____ dated _____ and subsequent Amendment No _____, dated _____ (if any), issued by the purchaser.
3. Supplier'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:

- (i) General Conditions of Contract;
Special conditions of the contract;
- (ii) Schedule of Requirements;
- (iii) Technical Specifications;
- (iv) Bid Form furnished by the supplier;
- (v) Price Schedule(s) furnished by the supplier in its Bid;
- (vi) Manufacturers' Authorisation Form (if applicable for this Bid);
- (vii) Purchaser's Notification of Award of Contract

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

- (i) **Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:**

Schedule No.	Brief description of goods	Accounting unit	Unit Price	Terms of delivery

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

- (ii) **Contract valid up to:**

- (iii) **Prices:**

- (ii) **Details of Performance Security:**

- (vi) **Payment terms:**

**(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 manufacturers]

(Seal of the supplier)

Date: _____

Place: _____

SECTION - VIII (B) - 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

_____ to supply (description of goods and 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 by 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 sixty days beyond the date of expiry of period of CAMC.

(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

**SPORTS AUTHORITY OF INDIA
(GAD)**

TERMS & CONDITIONS FOR APPOINTMENT OF PETROL PUMP FOR DRAWING POL FOR SAI VEHICLES

1. The contract will be for a period of two years from the date of award of contract, extendable for a further period of one year on the basis of satisfactory performance and mutual agreement.
2. The successful bidder will have to provide petrol/diesel/oil etc. as per requirement of SAI for which SAI will be informing the successful bidder through POL slips (Which provided by successful bidder) duly signed.
3. No advance payment will be made. The successful bidder will submit the bill to SAI every Fortnightly. SAI will make the payment through ECS in favour of the Agency.
4. No bill process charges or any others charge will be payable to the firm.
5. Any dispute arising out of the contract will be subjects to the jurisdiction of the Delhi Courts only.
6. SAI reserves the right to deduct the Tax as applicable while making such payments.
7. Any person, who is in Govt. Service or an employee of SAI, should not be partners to the contract by the contractor directly or indirectly in any manner whatsoever.
8. The successful firm will have to provide credit facility minimum of 30 Days to SAI

ARBITRATION: -

- a) In the event of any dispute or difference arising under this agreement/contract or any special conditions of contract, or in correction with this contract (except as to any matters the decision of which is specially provided for by these or the special conditions) the same shall be referred to the arbitrator to be nominated by each parties. Both the parties shall nominate one Arbitrator each and the arbitrators so appointed shall appoint an umpire before proceeding with the reference. The decision of arbitrators or in the event of their not agreeing the decision of the umpire will be final and binding on the parties. The provisions of the Arbitration and Conciliation Act, 1996 and Rules made thereunder shall apply for proceedings. The arbitrators or the umpire, as the case may, shall be entitled with the consent of the parties to enlarge the time, from time to time, for making the award.
- b) The award of the arbitrator/umpire shall be final and binding on the parties to this contract.
- c) In the event of the arbitrator/umpire dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his award being set aside by the court for any reason, it shall be lawful for the Authority appointing the arbitrator to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.
- d) It is further a term of this contract that, no person other than the person appointed by the authority as aforesaid should act as arbitrator and that if for any reason that is not possible, the matter is not to be referred to "arbitration at all".
- e) The arbitrator(s)/Umpire may from time-to-time with the consent of all the parties to the contract as per the Act may enlarge the time for making the award.
- f) Upon every such reference, the assessment of the cost incidental to the reference and award respectively shall be in the discretion of the arbitrators/Umpire.
- g) Subject as aforesaid, the Arbitration and conciliation Act 1996 and the rules there under and any statutory mediations thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- h) The venue of arbitration shall be at Delhi or such other place as the arbitrator at his discretion may determine. The Language of the Arbitral Proceedings shall be in English.

Any dispute arising out of the contract shall be referred to Arbitrators/Umpire referred above. The arbitration shall be conducted in English Language at Delhi in accordance with the provision of the Arbitration and Conciliation Act, 1996.

Certified that I have gone through the contents of the terms and conditions and accept in to.