

**SPORTS AUTHORITY OF INDIA
NETAJI SUBHAS WESTERN CENTRE
SPORTS COMPLEX, GANDHINAGAR-382016**

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Bidding Document
FOR
HIRING OF VEHICLES

Bid Ref. No. SAI/B/TW/2017-18/	
Date of Notification	08.01. 2018
Date and time for receipt of Bids	29.01.2018
Place of receipt of Bid	SPORTS AUTHORITY OF INDIA, SECTOR-15, GANDHINAGAR-382016
Date and Time of opening of Technical Bid	29.01.2018 : 03.00 PM



**SPORTS AUTHORITY OF INDIA
NETAJI SUBHAS WESTERN CENTRE
SPORTS COMPLEX, GANDHINAGAR-382016**

NOTICE INVITING TENDER FOR HIRING OF VEHICLES.

Online Tender are invited from reputed transporters/fleet owners having capacity to provide Vehicles/Cars/ SUV's/ Mini Bus/Luxury Bus/ Luxury A/C Bus etc with drivers on hire basis for use of Sports Authority of India(SAI), Netaji Subhas Western Centre(NSWC), Sports Complex, Sector- 15, Gandhinagar - 382016, for a period of one year (extendable) on contract basis. Tender Documents are available on SAI Web Site www.sports authority of india.nic.in & [CPPP Portal](#) The Tender Document downloaded from the SAI website shall be accompanied by Demand Draft/Pay Order of Rs.500/- (Cost of the tender) in favour of Sports Authority of India, payable at Gandhinagar Tender received without the cost of tender document will not be accepted. The DD/Pay shall be placed in envelope containing Technical bids. Last date for submission of tender(s) is 29.01.2018 **at 10.00 AM**, which will be opened by the Tender Committee on the same day in the presence of Tenderers or their authorized representatives present at 15.00 Hrs. in the Office of Chairman of the Tender Committee SAI, NSWC, Gandhinagar. In case, any holiday is declared by the Government on the day of opening of the Tenders, the same will be opened on the next working day at the same time. The tender box will be sealed on the last date of submission of tenders. The tenders received after the last date and time will not be considered. Any tender received by FAX will not be entertained. SAI reserves the right to reject or accept any or all the quotations received without assigning any reason.

**Competent Authority
SAI, NSWC, Gandhinagar**

**SPORTS AUTHORITY OF INDIA
NETAJI SUBHAS WESTERN CENTRE
SPORTS COMPLEX, GANDHINAGAR-382016**

No.

Date:.....

M/s _____

SUB:- HIRING OF VEHICLES FOR SAI

Sir,

1. Sports Authority of India (SAI) an Autonomous Organization under Ministry of Youth Affairs & Sports, Govt. of India, intends to hire Cars/ SUV's/ mini buses etc on need basis, on daily hiring and monthly hiring basis. Initially, SAI intends to engage Agency providing cars/ SUV's/ Mini buses etc for a period of one year, may be extended to one more year on satisfactory performance on same Terms & Conditions. The vehicles should meet pollution control norms & any other conditions notified by the Hon'ble Supreme Court & norms of Gandhinagar/Gujarat Transport Authority from time to time. Agency providing vehicles will be fully responsible for any situation arising out of violation of any rules/norms under MV Act.
2. Authorized vehicle operators having capacity to provide requisite number of vehicles / infrastructure may participate in tender. The tender form in sealed cover be dropped in the tender box latest by 29.01.2018 before 10.00PM kept at Incharge Accounts office, Sports Authority of India, Netaji Subhas Western Centre, Sports Complex, Sector- 15, Gandhinagar, Gujarat -382016.
3. The bid shall consist of two parts-**Technical bid** and **Financial bid**. Both the bids are to be placed in two separate sealed envelopes (Envelope-'A' & Envelope-'B' clearly super scribing 'Technical Bid' & 'Financial Bid'), both in turn are to be placed in one bigger sealed cover.
4. Earnest money deposit (EMD) amounting to Rs.30,000./- (Rs. Thirty Thousand only) in the form of Demand Draft / Pay Order drawn in favour of , Sports Authority of India payable at Gandhinagar has to be enclosed with the Technical Bid, failing which the Technical Bid shall be rejected.
5. **Envelop-'A' will contain Technical bids (Annexure-I), EMD (Annexure-II) and Terms & Conditions (Annexure-III) and shall be superscribed "Technical bid". Envelop-'B' shall contain only financial bid and will be super scribed "Financial bid."** The Bids of those parties whose financial bid is not in a separate sealed cover or the rates quoted by them in their Technical Bid shall be rejected forthwith. The draft terms & conditions duly signed by authorized signatory of tenderer and EMD should also be placed in the same sealed cover containing Technical bid. Under no circumstances these

two documents should be placed in the sealed envelope containing Financial Bid. The Financial Bids of only those parties shall be opened whose Technical Bids, EMD and acceptance of the terms & conditions are found to be eligible while the disqualified bidder's Financial Bid shall be returned unopened. The successful bidder shall have to enter into agreement with SAI as per the Draft Agreement supplied / downloaded from the SAI Website within 10 days of the award of the Contract. .

6. The envelope containing the Tender form must be superscribed '**Tender for hiring of Cars/SUV's/Mini Buses etc**' and should be dropped in Tender Box placed in the Office of Dy. Director, Equipment Support, Sports Authority of India, Netaji Subhas Western Centre, Sports Complex, Sector – 15, Gandhinagar – 382016 (Gujarat). The Technical Bid shall be opened in presence of the Committee Members at seminar hall on 29.01.2018 **at 3.00 PM**. One representative of each bidder shall be permitted to attend the proceedings. The Financial bid shall be opened by duly constituted Committee after examination of the Technical Bids. Financial bids of only those bidders shall be opened whose Technical bids are found to be in Order as per tender conditions and accepted.
7. The rates for hiring of vehicles should be quoted for Daily Hiring basis as well as Monthly Hiring basis. These rates may be quoted in the Financial Bid Performa enclosed with the Tender. Tenderer quoting rates for CNG driven vehicles shall also submit necessary permits / registration issued by the Appropriate Authority allowing them to use CNG.
8. Tender documents, Terms & Conditions and Draft Agreement may be directly downloaded from the website www.sports authority of india .nic.in The tender received after above scheduled date and time, will not be considered. No quotation through fax will be entertained.
9. SAI reserves the right to cancel or reject any or all tenders received without assigning any reason.

Yours faithfully,

Dy. Director (Pers.)

SPORTS AUTHORITY OF INDIA

Technical Bids for Hiring of VEHICLES.

1.	Name of the firm.				
2	Full Postal Address with Telephone number/ Fax No/Email address/ Website				
3	Nature of Business				
4	Total turnover during the last three preceding financial years duly certified by C.A.				
5	Mention PAN and enclose photocopy of PAN Card and I.T. Statement /assessment order for last 3 years.				
6	Service Tax registration No.				
7	EMD in prescribed mode (Yes / No)				
8	Permit for running of National permit				
9	TIN Number				
10	Registration details of Vehicles with proof of Ownership.				
	Model as per RC	Permit local/ National or Inter-State	Seating Capacity as per RC	Whether	
				AC	Non -AC
11	Details of Govt. dept /Autonomous Institute/Public Sector Undertaking with name of organization, address, telephone No’s to whom such vehicles are being provided by the tenderer.				
12	Bank details Name of Bank, branch, Type of A/c No, IFCE Code				

Signature _____

Name of the Bidder (In block letters) _____

Seal.....Dated:

**Envelop-‘A’
(Annexure-II)**

SPORTS AUTHORITY OF INDIA

EMD FOR PROVIDING VEHICLES

Ref: Tender Serial No. _____

dated _____

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

Rs . _____ (_____
_____)

DD/Pay Order No. _____ dated _____

_____ drawn on _____

_____ (Name of the Bank)

**Signature of the Bidder
Seal**

Dated:

SPORTS AUTHORITY OF INDIA

TERMS AND CONDITIONS OF THE TENDER FOR HIRING OF VEHICLES FOR SPORTS AUTHORITY OF INDIA, NETAJI SUBHASH WESTERN CENTRE, SPORTS COMPLEX, SECTOR-15, GANDHINAGAR-382016(GUJ.)

Sealed Tenders are invited from reputed transporters/fleet owners having capacity to supply of Vehicles/Cars/ SUV's/ Mini Bus/Luxury Bus/ Luxury A/C Bus etc on need basis and having business in Gandhinagar in this field for use of SAI, for a period of one year on contract basis extendable on mutual consent The prospective bidder may quote the rates in the prescribed format. Bidders shall quote the rates in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the

Tender document in respect of the hiring of Vehicles/Cars/ SUV's/ Mini Bus/Luxury Bus/ Luxury A/C Bus etc with qualified drivers by Sports Authority of India. Incomplete or conditional tender will be summarily rejected. Late bids will also not be entertained. The Tender shall remain valid and open for acceptance for a period of 90 days from the last date of submission of tender. The rates shall be inclusive of all Taxes.

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

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

1. The contract shall be valid for a period of one year on quarterly bases. The SAI reserves the right to curtail the validity of contract or extend the same for a period of six months to one year on the same rates and terms and conditions..
2. The contractor shall deposit Bid Security (EMD) for an amount of Rs.30,000/- (Rupees Thirty Thousand Only) in any of the following forms. Bid Security may be furnished in the form of an Account Payee Pay Order/DD from a scheduled Bank in favour of SAI Gandhinagar per EMD format) along with the Tender document. The Bid Security will remain valid for a period of forty-five days beyond the final bid validity period.
3. The Bid Security will be forfeited in the following conditions:-
 - (a) If at any stage, any of the information/declaration given by the bidder is found false/incorrect.

- (b) If a bidder withdraws his bid during the period of bid validity specified in the terms and conditions of tender.
 - (c) In case of any lapse/default in honoring of the terms and conditions at any stage after submitting the tender.
 - (d) In case of final selection of bidder, if he fails to enter into the contract or fails to furnish Performance Security (Security deposit) in accordance with the terms and conditions of the tender.
4. The firm whose tender is accepted shall deposit Performance Security (Security deposit) for an amount of Rs.60,000/-(Rupees Sixty Thousand only) in any of the following forms within 10 days from the date of award of the Tender by the SAI. Performance Security may be furnished in the form of an Account Payee Pay Order, DD, and Fixed Deposit Receipt from a Commercial Bank, or Bank Guarantee from a Commercial bank in an acceptable form in favour of SAI Gandhinagar. Performance Security will remain valid for a period of sixty days beyond the date of completion of all contractual obligations. No interest will be payable on this amount. The contract will be signed only after furnishing the Performance Security.

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

- 5. The Contractor will have to provide the replacement of Driver in case of any eventuality. The SAI has the right to ask the Contractor for removal of any Driver, who is found not competent or disciplined.
- 6. Drivers provided with vehicles by the contract or/agency should have clean record with no criminal background etc.
- 7. The vehicles should be in good running conditions. In case of providing vehicles older than 3 years, i.e. below 2014 Model, Rs.500/-(Rupees Five hundred only) shall be charged per day as penalty.
- 8. In case of breakdown of any vehicle, the contractor shall replace the vehicle within one hour failing which the SAI has the right to hire vehicle from any other sources at the expense of the contractor.
- 9. The contractor shall not deploy any driver who is not qualified, not having valid license who has not completed eighteen years of age. The contractor shall comply with all the statutory provisions related to this business and applicable on the Contractor/ Firm engaged in this business. SAI shall not be responsible for any liability in this regard for any fault of the contractor.
- 10. The contract is a contract for service as SAI is only hiring the vehicles along with service of Drivers 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. SAI recognizes no employer-employee relationship between the contractor or and the personnel deployed by the contractor/agency.

11. Any person who is in Government service or an employee of this Department should not be made partners to the contract by the contractor directly or indirectly in any manner whatsoever.
12. The Contractor shall indemnify SAI against all damages/charges for which the SAI may be held liable or pay on account of the negligence of the contractor or his staff or any person under his control whether in respect of accident/injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. The SAI shall not be responsible financially or otherwise for any injury to the driver or person deployed by the contractor during the course of performing the duties.
13. The SAI reserves the right to terminate the contract without assigning any reason
14. Vehicles provided by the Contractor should bear commercial Registration Numbers and should have comprehensive insurance and Drivers so provided with the vehicles shall have commercial HMV Driving License and Badges.
15. The vehicles should conform to the Pollution norms prescribed by the local Transport Department.
16. The contractor shall provide vehicles as per requirement of the SAI.
17. The vehicle and Driver shall remain available all the time as per Duty Roaster and shall not leave place of duty without prior permission.
18. The contractor shall be responsible for total maintenance of the vehicles provided by him. All the vehicles provided should be in good running condition and should not be more than 3 years old.
19. Each and every page of Tender Documents should be signed by the prospective bidder and submitted with Technical Bid.
20. Operation and function of vehicles and Drivers shall be governed by Motor Vehicles Act and these shall be the responsibility of the contractor.
21. The dead mileage in any case should not be **more than five Kms.** one way.

22. No advance payment will be made. Subletting of contract is strictly forbidden.
23. Duty Slips/Movement Slips will be signed by the Officer with whom the vehicles are attached for duty on day to day basis. No duty slip shall be entertained unless and until the same is certified/verified by the concerned Officer.
24. The contractor will maintain separate log books for each vehicle which will also be verified/ countersigned by the concerned Officer.
25. The bills in triplicate should be made date-wise by the contractor and should be submitted to SAI on monthly basis.
26. The contractor while raising the bill should clearly mention that the rate charged/quoted are for Petrol / Diesel or CNG run vehicle.
27. 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.
28. The SAI reserves the right to vary the numbers of vehicles hired as well as to relax the terms and conditions in the public interest.
29. Your Minimum Turnover should be 06 lakhs per annum.
30. The successful bidder has to enter into agreement with SAI as per the Draft Agreement enclosed.
31. Neither party to this agreement shall further assign this agreement to any other party or allow any benefit there under without prior written consent of other party.
32. In the case of dispute or difference arising out of or in a way concerning the agreement shall be referred to the Director General, SAI whose decision in this regard shall be final and binding on both the Parties. If any dispute(s) of any kind whatsoever in respect of present agreement arises between the parties, the same shall be referred to the Sole Arbitrator appointed by the Regional Director, Sports Authority of India, Gandhinagar. The decision to the arbitrator shall be final and binding upon the parties. The arbitration proceedings shall be conducted in accordance with the prevailing Arbitration and Conciliation Act, 1996 and laws of India as amended from time to time. The venue of the arbitration shall be at Gandhinagar.
33. The prospective bidder shall furnish the self attested copies of the following documents with their Technical bid:-
 - (a) PAN and Service Tax Registration Certificate.
 - (b) TIN Number/ GST NUMBER
 - (c) List of vehicles along with photocopy of their RC/fitness and permits owned by the contractor;
 - (d) An undertaking to the effect that the Agency has not been blacklisted by any of the User Department including SAI and no criminal case is pending against the said firm/agency;
 - (e) The bidder shall furnish photocopies of IT Statement / assessment Order for the last three years.

- (f) Terms and Conditions duly accepted/signed with the stamp of the prospective bidder.
- (g) Application fees of Rs. 500/- (non-refundable), in case the tender document is downloaded from the website. The fee should be in form of DD/Pay Order payable in the name of SAI and payable at Gandhinagar.
34. As per office memorandum C-11021/41/15/CGA/CVO/100/Combnd/PI-1(341) dt: 26.03.2016 awarding of contract for supply vehicle to the government from Vehicles from the near and dear of Government servants, either without following the due process of tendering or by following such procedure as an empty formality by getting three or more quotes from interested parties at pre-determined prices. It is further mentioned that majority of vehicle so hired are not registered as taxi/transport vehicles but are registered as private vehicles. There are also allegations that some officers are buying high end expensive cars in the names of their near or dear or persons known to them and are taking such vehicles on lease allegedly for official purposes. It is further been stated that these are certainly undesirable practice and virtually amount to carrying on private business by the officers which is a **PROHIBITED CONDUCT**.

**Competent Authority
Sports Authority of India
Netaji Subhas Western Centre
Gandhinagar-382016(Gujarat)**

SPORTS AUTHORITY OF INDIA

Financial Bids

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

A) Regular Monthly Hire Basis :-

S.No.	PARTICULARS	MONTHLY HIRE CHARGE	OFFER Terms & Conditions
1	INNOVA AC Car 2015 onwards Model Regular Monthly Hire		

B) As and When Need Basis

Make/Model of the Vehicle	Rate for Journey per 08 Hr/ 80 Kms per day	Rate for Journey Beyond 8Hrs 80km per KM, per hour	Rates for outstations trips rate Min 300 KM	Rate for outstation beyond 300 KM rate per KM	Driver Batha per day and night ride after 10 PM to 06 AM	Toll charges at interstate at entry/parking
	1	2	3	4	5	6
INNOVA A/c CAR						
Honda City/ Hyundai Verna or Equivalent						
Swift/ Tata Indica/ Ritz/ or Equivalent						
Tempo Traveler/ Sutej Body or Equivalent with different seating capacity of 21,35,45 seators.						

(Rates are inclusive of Fuel with driver and all Taxes)

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

(Signature of the bidder)
Name of the Bidder _____
with seal

DRAFT AGREEMENT FOR HIRING OF VEHICLES

This Agreement is made on this _____ day of 2018, BETWEEN Sports Authority of India, NSWC Gandhinagar (hereinafter called the "SAI") through which expression shall, unless excluded by or repugnant to the context, be deemed to include its Successors in Office and assigns of the one part AND (name of the agency _____) (hereinafter called the Contractor) which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, executors, administrators, heirs, legal representatives and assigns of the other part.

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

A) Regular Monthly Hire Basis :-

S.No.	PARTICULARS	MONTHLY HIRE CHARGE	OFFER Terms & Conditions
1	INNOVA AC Car 2015 onwards Model Regular Monthly Hire		

B) As and When Need Basis

Make/Model of the Vehicle	Rate for Journey per 08 Hr/ 80 Kms per day	Rate for Journey Beyond 8Hrs 80km per KM, per hour	Rates for outstations trips rate Min 300 KM	Rate for outstation beyond 300 KM rate per KM	Driver Batha per day and night ride after 10 PM to 06 AM	Toll charges at interstate at entry/parking
	1	2	3	4	5	6
INNOVA A/c CAR						
Honda City/ Hyundai Verna or Equivalent						
Swift/ Tata Indica/ Ritz/ or Equivalent						
Tempo Traveler/ Sutej Body or Equivalent with different seating capacity of 21,35,45 seators.						

(Rates are inclusive of Fuel with driver and all Taxes)

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

- The contract is valid for a period of one year from the date of issue of the award letter i.e. from _____ to _____. The SAI reserves the right to curtail or to extend the valid its of contract on the existing Terms & Conditions for further period of Six months to One year.

- 2) The contractor shall deposit Performance Security (Security deposit) of Rs.60,000./-(Rupees Fifty Thousand Only) (refundable) in any of the following forms. Performance Security may be furnished in the form of an Account Payee DD, Pay Order, Fixed Deposit Receipt or Bank Guarantee from a Nationalized/Scheduled bank in an acceptable form in favour of SAI Gandhinagar. Performance Security will remain valid for a period of 45 days beyond the date of completion of all contractual obligations. No interests will payable on this account.
- 3) Neither party to this agreement shall further assign this agreement to any other party or allow any benefit there under without prior written consent of other party.
- 4) The vehicle and drivers provided by the contractor shall work during the period of service under the overall supervision of SAI.
- 5) The Contractor will have to provide the replacement of Driver in case of any eventuality. The SAI has the right to ask the Contractor for removal of any Driver, who is not found competent or disciplined.
- 6) Drivers provided by the contract should have clean record with no criminal background etc.
- 7) In case of breakdown of any vehicle, the contractor shall replace the breakdown vehicle within one hour failing which the SAI. has the right to hire vehicle from any other sources at the expense of the contractor.
- 8) The contractor shall not employ any driver who is not qualified, not having valid licence who has not completed eighteen years of age. The contractor shall comply with all the statutory provisions applicable for this business and applicable on the Contractor / Firm engaged in the business. In case of violation of any such statutory provisions, there will not be any liability on the SAI.
- 9) The contract is a contract for service as SAI is only hiring the vehicles with Drivers for service and SAI is only a Customer for service by the Contractor. The SAI will be under no legal obligation to provide employment to any of the personnel of the contractor during the contract period or after expiry of contract. The SAI recognizes no employer-employee relationship between the SAI and the personnel deployed by the contractor/agency.
- 10) Any person who is an employee of this Organization shall not have any fiduciary interest or connection with the contracting firm or the contractor directly or indirectly in any manner whatsoever.

- 11) The contractor shall indemnify the SAI against all other damages/charges for which SAI may be held liable or pay on account of the negligence of the contractor or his staff or any person under his control whether in respect of accident/injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. The SAI shall not be responsible financially or otherwise for any injury to the driver or person deployed by the contractor during the course of performing the duties.
- 12) The SAI reserves the right to terminate the contract without assigning any reason
- 13) The vehicles provided by the contractor should bear commercial Registration Numbers and should have comprehensive insurance and Drivers so provided with the vehicles shall have valid commercial HMV Driving License and Badges.
- 14) The vehicles should conform to the Pollution norms prescribed by the Govt. Transport Department.
- 15) The contractor shall provide vehicles as per requirement of the SAI.
- 16) The vehicle and Driver shall remain available all the time as per Duty Roaster and shall not leave place of duty without prior permission.
- 17) The contractor shall be responsible for total maintenance of the vehicles provided by him. All the vehicles provided should be in good running condition and should not be more than 3 years old.
- 18) Operation and function of vehicles and Drivers shall be governed by Motor Vehicles Act and these shall be the responsibility of the contractor.
- 19) The mileage chargeable from the garage to the SAI Head Office or the designated place and back should be clearly indicated which should not be more than five Kms. per day on one side.
- 20) No advance payment will be made.
- 21) Duty Slips/Movement Slips will be signed by the officer with whom the vehicles are attached for duty on day to day basis. No duty slip shall be entertained unless and until the same is certified/verified by the concerned officer.
- 22) The contractor will maintain separate log books for each vehicle which will also be verified/countersigned by the concerned officer.
- 23) The bills in triplicate should be made date-wise by the contractor and should be submitted to the General Administration Division of the SAI on monthly basis. The price quoted is inclusive of all Taxes.

- 24) The contractor while raising the bill should clearly mention that the rate Charged/quoted are for petrol or diesel or CNG run vehicle.
- 25) 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.
- 26) The SAI reserves the right to vary the numbers of vehicles hired as well as to relax the terms and conditions in the public interest.

27) PENALTIES

- (1) For non-providing of vehicle in time: Rs.100/- per hour of delay;
- (2) For not providing substitute vehicles: Rs.500/- per default or actual hire charges from other sources, whichever is higher;’
- (3) On misbehavior by the Driver: Rs.500/- per default;
- (4) For violation/breach of any of the condition of the contract: Rs.1000/- per default and/or Termination of the contract/forfeiture of Performance Security.
- (5) In case of breach of contract by the contractor, the Performance Security shall be forfeited by SAI including termination of the contract in question. The right of action will rest with the SAI for terminating the agreement.
- (6) In the case of dispute or difference arising out of or in a way concerning the agreement shall be referred to the Director General, SAI whose decision in this regard shall be final and binding on both the Parties. If any dispute(s) of any kind whatsoever in respect of present agreement arises between the parties, the same shall be referred to the Sole Arbitrator appointed by the Regional Director, Sports Authority of India, Gandhinagar. The decision of the arbitrator shall be final and binding upon the parties. The arbitration proceedings shall be conducted in accordance with the prevailing Arbitration and Conciliation Act, 1996 and laws of India as amended from time to time. The venue of the arbitration shall be at Gandhinagar, India.
- (7) The entire dispute shall be subject to the jurisdiction of Courts in Gandhinagar jurisdiction.

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

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

1 Witness
Name:_____

2. Witness
Name:_____

Contractor
1st Party

Contractor
2nd Party

Annexure - V

PERFORMA OF PERFORMANCE SECURITY BOND

1. In consideration of Regional Director Sports Authority India, Gandhinagar (hereinafter called SAI, Gandhinagar) having agreed to exempt _____ (hereinafter called the said Service Provider(s) from the demand of security deposit/earnest money of Rs _____/- on production of Bank Guarantee for Rs _____/- for the due fulfillment by the said service provider of the terms and conditions to be contained in an Agreement in connection with the contract for the supply of _____ we, (name of the bank) _____ (hereinafter referred to as “the bank”) at the request of _____ service provider’s do hereby undertake to pay to SAI, Gandhinagar an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the SAI, Gandhinagar, by reason of any breach by the said service provider’s of any terms & conditions contained in the said agreement.
2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the SAI, Gandhinagar stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the SAI, Gandhinagar, reason of breach by the said service provider’s of any of the terms & conditions contained in the said agreement or by reason of the service providers failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the SAI, Gandhinagar in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs _____/-.
3. We undertake to pay to the SAI, Gandhinagar , any money so demanded notwithstanding any disputes raised by the service provider(s)/suppliers in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and equivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Service Provider(s) /supplier(s) shall have no claims against us for making such payment.
4. We (name of the bank) _____ further agree that the guarantee therein contained shall remain in force and effect immediately for a period of one year from date herein and further agree to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the SAI, Gandhinagar under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till SAI, Gandhinagar certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said service provider(s) and accordingly discharges this guarantee.
5. We (name of the bank) _____ further agree with the SAI, Gandhinagar that the SAI, Gandhinagar shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by the SAI, Gandhinagar , against the said service provider(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said service provider(s) or for any forbearance, and or any omission on the part of SAI, Gandhinagar , or any indulgence by the SAI, Gandhinagar , to the said service provider(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the bank or the service provider(s) /supplier(s).This guarantee shall be irrevocable and the obligations of the bank herein shall not be conditional to any prior notice by the SAI, Gandhinagar .
7. This guarantee shall be irrevocable and the obligations of the bank herein shall not be conditional to any prior notice by the SAI, Gandhinagar.

Dated: _____

For _____

(Indicating the name of the Bank)

N.B. This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the Stamp Act

