



SPORTS AUTHORITY OF INDIA

NETAJI SUBHAS NATIONAL INSTITUTE OF SPORTS: PATIALA

Telefax: +91-175-2202474

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

E-Bidding Document for **Hiring of Vehicles.**

INVITATION FOR ONLINE BIDS (IFB)

1. Sports Authority of India, NS NIS Patiala, for and on behalf of Sr. Executive Director (A) for the supply of **Hiring of Vehicles.**
2. Manual bids shall not be accepted.

A scanned copy of Bid/Tender Bid Security documents is to be uploaded online and a **Hard Copy** of the same must be sent to the **Assistant Director (GAD)** office on or before the Bid submission end date & time as mentioned in the critical Date sheet.

- a. The Tenderers shall submit a **signed copy of the Bid Declaration Form in lieu of EMD.**
- b. **The successful Bidders have to deposit Performance Security @ 5% of the total estimated cost of the Tender.**

#### CRITICAL DATE SHEET

Published Date	02.08.2022
Bid Document Download Start Date	02.08.2022
Bid Submission Start Date	02.08.2022
Bid Submission End Date	22.08.2022 by 04.00 PM
Bid Opening Date for Technical Bids	23.08.2022 by 04.00 PM

3. Bidder may also download the Bidding Document from the CPP Portal of Govt. of India i.e. <https://eprocure.gov.in.eprocure/app.in> Bidders shall ensure that their Bids, complete in all respect should be uploaded online before the closing date & time as indicated in the Critical Date Sheet above on CPP Portal <https://eprocure.gov.in.eprocure/app.in>.
4. Bid Shall be submitted online only at the CPPP website <https://eprocure.gov.in.eprocure/app.in> Tenderers/Bidders are advised to follow the instructions provided in 'instructions to the bidders/Tenderers for the E-submission of the Bids online through the Central Public Procurement Portal for E-Procurement at <https://eprocure.gov.in.eprocure/app.in>.
5. Tenderers who have downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in.eprocure/app.in> shall not temper/modify the tender form including the downloaded price bid template in any manner. In case, if the same is found to be tempered/modified in any manner Tender will be completely rejected & EMD/Bid Security would be forfeited and the Tenderer is liable to be banned from doing business with SAI NS NIS, Patiala.
6. Intending Tenderers are advised to visit again CPPP website <https://eprocure.gov.in.eprocure/app.in> at least 3 days prior to the closing date of submission of Tender for any corrigendum/addendum/amendment.

For and on behalf of  
Sr. Executive Director (A)  
SAI NS NIS, Patiala



**SPORTS AUTHORITY OF INDIA  
NETAJI SUBHAS NATIONAL INSTITUTE OF SPORTS: PATIALA**

**TENDER FOR HIRING OF VEHICLES BY SAI NS NIS PATIALA**

Date for Sale of Tender Form : 02.08.2022 to 22.08.2022  
 Last Date & Time Limit for Receipt of Tender ; 22.08.2022 upto 4.00 P.M  
 Date & Time of Opening of Technical bid : 23.08.2022 at 5.00 P.M

1. Name of the Firm : \_\_\_\_\_
2. Full Postal address with Tel. No. & Fax No. : \_\_\_\_\_
3. Registration No. of Firm : \_\_\_\_\_
4. PAN Number : \_\_\_\_\_
5. GST Registration No. of the FIRM : \_\_\_\_\_
6. Attach Copies Income Tax Return for the Last 03 assessment years. (2020-21,2021-22 & 2022-23) : \_\_\_\_\_
7. BANK DETAIL OF THE FIRM for RTGS/NEFT (Attach blank cheque)
  - a) Name of Bank
  - b) Account No. : \_\_\_\_\_
  - c) IFSC Code No.
8. DETAILS OF EARNEST MONEY
  - A) Name of Bank : \_\_\_\_\_
  - B) Bank Draft No. & Date
  - C) Amount
9. Certificate from Chartered Accountant showing Annual Turnover of Rs.20,00,000/- for the last 03 Financial yrs.(2019-20, 2020-21 & 2021-22) : \_\_\_\_\_
10. Affidavit certificate towards sole proprietor or Partnership deed in case of partnership firm. : \_\_\_\_\_
11. Affidavit/Undertaking as per section IV (copy enclosed) (On non-judicial stamp paper of Rs.50/- duly certified by Notary Public. : \_\_\_\_\_

(NOTE: The bidder have must fill all the columns and attach supporting document, where required)

(Signature of Bidder or his authorized signatory)

## TERMS AND CONDITIONS W.R.T. HIRING OF VEHICLES BY SAI

The words "Tender for hiring of vehicles" as per requirement for "**one year**" should be written on the top left corner of envelope and should also have the name and address of the Bidder.

1. The envelopes containing the documents **Technical Bid-A** and **Financial Bid-B** should be wax sealed in separate envelopes and both envelopes of **Technical bid and Financial bid** may be submitted in **one single big sealed envelope** addressed to the Sr. Executive Director (A), Sports Authority of India, Netaji Subhas National Institute of Sports, Old Moti Bagh, Patiala-147001 which must reach in the o/o Assistant Director (GAD) on or before **22.08.2022**.
2. The Tenderers shall submit a **signed copy of the Bid Declaration Form in lieu of EMD**.
3. The successful bidder has to supply the required type of vehicle (as quoted by bidder) as per the requirement/demand of SAI even on a short notice of half an hour.
4. The Agency should have qualified and experienced drivers having sound driving knowledge and valid Driving license. An **undertaking** to this effect will require to be submitted by the contractor.
5. Offers sent by telex/fax/telegram/email will not be accepted.
6. SAI reserves the right to reject the bid of all or any party without assigning any reason.
7. Rates quoted should be inclusive of all taxes except Govt. taxes (Toll Taxes) payable in case of outstation visit.  
(a) The tenderer must submit the receipts of all taxes i.e. Toll tax/Parking along with the bills for payment.  
(b) vehicles will use from point to point only and extra KM rate will be paid for use of other places visited. For example, the Delhi route will be paid for 550 KM.
8. Rates will be compared; vehicle wise and SAI may select one or more transporters at one time.
9. GST & TDS etc. will be applicable as per rules.
10. In case after the approval finalization of the contract the information/facts submitted by the bidder are found misleading/incorrect/false etc., SAI reserves the right to revoke the contract at any time.
11. In case of the breach/non –fulfillment of any of the conditions contained in the contract, the Sports Authority of India shall be at liberty to hire the vehicle from other parties at the risk and cost of the contractor and the amount shall be recovered from him along with damage from the submitted bills or SECURITY MONEY.
12. The vehicles should be in good running condition **fulfilling all Govt. Laid down norms for playing on the road as a hired vehicle**.
13. The transporter must have all the required documents of the vehicles deputed for duty.
14. The vehicles provided should be thoroughly clean and in excellent condition.
15. In case of breakdown, an alternative vehicle has to be provided immediately at the cost of the contractor.
16. The driver must have a valid license and in case of challan, accident etc. responsibility will be that of the transporter.
17. The driver should be neatly turned out.
18. In case of failing to provide a vehicle, SAI reserves the right to hire the vehicle from other source and the expenses on this account will be recovered from security/bill.
19. S.A.I. Reserves the right to accept or reject any bid or all without assigning any reason.
20. The contract initially will be for the period of **one year from the date of Award**, which can be extendable **for another period of one year** on satisfactory services.
21. The rate quoted will be valid for one year and any increase on any account, will not be acceptable.
22. The Contract can be terminated on one month's notice from either side.
23. In case of any dispute, the jurisdiction will be the courts within the territory of Patiala.
24. In case of any dispute between the driver/employee and successful bidders, S.A.I. will not be responsible for any compensation in any form to such driver/employee during the emergency and/or after the expiry of the contract.
25. The successful bidder is required to submit pre-receipted bills on monthly basis duly supported with copies of indents sent to them and Duty- Slip Signed by the user of the vehicle with kms mentioned on them.
26. The successful bidders will be liable to:
  - a) Furnish a interest free performance security amounting to Rs. **1,25,000/- (Rupees One lac Twenty-Five Thousand only)** within seven days of the receipt of the award letter and earnest money will be refunded after receiving the performance security.
  - b) Execution of the agreement on Rs. **300/- (Rupees Three Hundred only) Stamp Paper** within 7 days of the receipt of the award letter.
  - c) To undertake the work from the specified date mentioned in the award letter.
27. No revision of rates will be allowed to the successful bidder during the period of the contract.
28. Sealed bid containing relevant information should be addressed to the Assistant Director(GAD), SAI NS NIS, Patiala and should bear the name, contact no, address of Tenderer.

29. Any tender received after the specified date, time and place mentioned in the letter will not be entertained under any circumstances.
30. The successful bidder shall be responsible for fulfilling all the statutory provisions of all labour laws of the Union and as well as of the State. The agency should be in a possession of a valid license from the Competent Licensing Authority for providing such services and will give **an undertaking before starting services that he is abiding by all the Labour Acts.**
31. The successful bidder should give **an undertaking that the staff deployed at the centre in terms of this contract at all times will be employees of the agency exclusively and they shall not be entitled to any claim of employment or job with SAI.**
32. The successful bidder shall be the sole and principal employer of all their staff and labour employed by them and shall be solely responsible for observing and complying with all employment regulations, labour laws and other terms and conditions as laid down in this regard from time to time by the Govt. The SAI will not responsible in any way whatsoever.
33. These are only proposed drafts terms and conditions and can be modified, changed or added by Sr. E.D (A) SAI NSNIS, Patiala to at the time of finalizing, concluding and signing the agreement
34. SAI will not be responsible in case of any injury or mishappening of any employee of the agency and treatment if needed will the responsibility of the agency.
35. **One way rate for the sector Patiala-Delhi, Delhi-Patiala, Patiala-Chandigarh, Chandigarh-Patiala, Patiala-Shilaroo, Shilaroo-Patiala, Patiala-Ambala, Ambala-Patiala may also be mentioned.**

Certified that I/we familiarized with facts and have gone through the Para-wise contents of the Tender form and accept all the terms and conditions mentioned in this tender document.

Signature.....  
 Name (in Block letters).....  
 Name of the firm.....

Dated:.....

**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 payment, liquidated damages clause, warranty 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 are 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 the evaluation of our submitted bid. I/We also hereby certify that all the terms and conditions mentioned in the tender will be followed. I/We also hereby certify that if at any time, the 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.

SIGNATURE OF THE BIDDER OR HIS  
AUTHORISED SIGNATORY WITH SEAL

Date:

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

NOTE: To be submitted on non-judicial stamp paper of Rs.50/- duly certified by Public Notary.



7.	<b>Rates of Round Trip</b>												
i)	Patiala-Delhi- Patiala												
ii)	Delhi-Patiala-Delhi												
iii)	Patiala-Chandigarh- Patiala												
iv)	Chandigarh-Patiala- Chandigarh												
v)	Patiala-Shilaroo-Patiala												
vi)	Shilaroo-Patiala- Shilaroo												
vii)	Patiala-Ambala- Patiala												
viii)	Ambala- Patiala- Ambala												

**Any other Terms & Conditions: -**

This is to certify that I/we have seen the site, read and understood all clauses of the quotation in case of award of contract I/we undertake to abide by all terms and conditions mentioned in the same.

Dated .....

(Signature & Name of the Bidder) .....

Address .....

**(Seal of the Bidder)**

**Bid Security Declaration Form**

Date \_\_\_\_\_ Tender No. \_\_\_\_\_

To (Insert Complete Name and address of the Purchaser)

\_\_\_\_\_  
\_\_\_\_\_

I/We. The undersigned, declares that:

I/we understand that, according to your conditions, bids must be quoted by a bid securing declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am/We are in a breach of any obligation under the bid conditions, because I/We

- a. Have withdrawn/Modified/Amended, Impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b. Having been notified of the acceptance of our Bid by the purchaser during the period of Bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the Instructions of Bidders

I/We understand this bid securing declaration shall be valid if I am/we are not the successful bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder: or (ii) Thirty days after the expiration of the My/Our Bid.

**Signed: (Insert Signature of Person whose name and capacity are shown)**

In the capacity of (Insert Legal Capacity of person Signing the Bid securing the Declaration)

Name: (Insert complete name of the person signing the Bid securing declaration) \_\_\_\_\_

Dully Authorised to Sign the Bid for an on behalf of (insert Complete name of Bidder) \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Cooperate Seal (Where appropriate)



## **PRE CONTRACT INTEGRITY PACT**

This pre-bid/pre-contract Agreement (hereinafter called “**this Integrity Pact**”) is made on \_\_\_\_ day of 2022, between, Netaji Subhas National Institute of Sports, Patiala having its Head Office, East Gate Lodhi Road, New Delhi-110003 represented through Shri/Ms \_\_\_\_\_, (Designation) (hereinafter called “the Institute”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part.

**AND**

M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer

(hereinafter called the “bidder” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

*(The party of the First Part and the party of the Second Part are hereinafter collectively referred to as the “Parties” and individually as the “Party”)*

**WHEREAS** the Institute proposes to procure \_\_\_\_\_(name of the items/services) as mentioned in the RFP No. \_\_\_\_\_ (“RFP”) and the bidder is willing to offer/has offered \_\_\_\_\_(name of the items/services) as desired by the Institute in terms of the RFP;

**WHEREAS** the bidder is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the Institute is a statutory body established under the Act of Parliament;

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

- (i) enabling the Institute to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and
- (ii) enabling bidders to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Institute will commit to preventing corruption, in any form, by its officials by following transparent procedures.

**AND WHEREAS** the Parties hereto hereby agree to enter into this Integrity Pact on the terms and conditions mentioned hereinafter.

NOW IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

**1. Commitments of the Institute:**

- 1.1 The Institute undertakes that no official, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The Institute will, during the pre-contract stage, treat all Bidders alike and will provide to all bidders the same information and will not provide any such information to any particular bidder which could afford an advantage to that particular bidder in comparison to other bidders.
- 1.3 All the officials of the Institute will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

**1. Commitments of Bidders**

- 1.1 Compliance of the Instructions of GOI/Guidelines of CVC/Others: The bidder undertakes that in case of its selection as the successful bidder, it shall perform its duties under the Contract in strict compliance of the relevant and extant instructions of the Government of India, GFR issued by Ministry of Finance, Guidelines of CVC and provisions of the Procurement Manual/relevant instructions of the Institute, as applicable to the subject matter.
- 1.2 The bidder represents that it has the expertise to undertake the assignment/contract and also has the capability to deliver efficient and effective advice/services to the Institute under the contract in terms of the RFP.
- 1.3 The bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -
  - (a) The bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantages, commission, fees, brokerage or inducement to any official of the Institute, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - (b) The bidder has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantages, commission, fees, brokerage or inducement to any official of the Institute or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
  - (c)\* The bidder shall disclose the name and address of its agents and representatives including its foreign principals or associates.
  - (d)\* The bidder shall disclose the payments to be made by it to agents/brokers or any other

- intermediary, in connection with this bid/contract.
- (e)\* The bidder has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Institute or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect or any such intercession, facilitation or recommendation.
  - (f) The bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Institute or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
  - (g) The bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
  - (h) The bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.  
The bidder shall not use improperly, for purposes of competition or personal gain or pass on to others, any information provided by the Institute as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
  - (i) The bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
  - (j) The bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
  - (k) If the bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly is a relative of any of the officers of the Institute or alternatively, if any relative of an officer of the Institute has financial interest/stake in the Bidders firm, the same shall be disclosed by the Bidder at the time of filing of tender.  
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
  - (l) The bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Institute.
  - (m) The bidders shall disclose any transgressions with any other company that may impinge on the anti-corruption principle.
  - (n) The bidder has not entered into any undisclosed agreement or understanding with other bidders with respect of prices, specifications, certifications, subsidiary contracts, etc.

**1.4** The bidder undertakes and affirms that it shall take all measures necessary to prevent any possible conflict of interest and in particular commit itself to the following:

- (a) The bidder shall avoid any conflict of interest while discharging contractual obligations and bring, beforehand, any possible instance of conflict of interest to the knowledge of the Institute, while rendering any advice or service.
- (b) The bidder shall act/perform, at all times, in the interest of the Institute and render any advice/service with highest standard of professional integrity.
- (c) The bidder undertakes that in case of its selection as the successful bidder, it shall provide professional, objective, and impartial advice and at all times and shall hold the Institute's interests paramount, without any consideration for future work, and that in providing advice it shall avoid conflicts with other assignments and its own interests.
- (d) The bidder declares/affirms that it has not been hired by the Institute for any assignment that would be in conflict with its prior or current obligations to other employers/buyers, or that may place it in a position of being unable to carry out the assignment/contract in the best interest of the Institute. Without limitation on the generality of the foregoing, the bidder further declares/affirms as set forth below:
  - (i) **Conflict between consulting activities and procurement of goods, works or non-consulting services (i.e. services other than consulting services)** - The

bidder has not been engaged by the Institute to provide goods, works, or non-consulting services for a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with the bidder. The bidder is fully aware that it shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Further, the bidder is also aware of the fact that in case it has been hired to provide consulting services for the preparation or implementation of a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with the firm, shall be disqualified from subsequently providing goods, works, or services (other than consulting services) resulting from or directly related to the consulting services for such preparation or implementation. This provision does not apply to the various firms (consultants, contractors, or suppliers) which together are performing the Bidder's obligations under a turnkey or design and build contract.

- (ii) **Conflict among consulting assignments** – The bidder understands that neither bidder (including their personnel and sub-consultants), nor any affiliate that directly or indirectly controls, is controlled by, or is under common control with the firm, shall be hired for the assignment that, by its nature, may be in conflict with another assignment of the bidder. As an example, bidders assisting the Institute in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, bidders hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.
- (iii) **Relationship with the ;'s staff** – The bidder is aware that the contract may not be awarded to the bidder in case it is observed that it, including its experts and other personnel, and sub-consultants, has/have a close business or family relationship with a professional staff of the Institute(or of the project implementing agency) who are directly or indirectly involved in any part of: (i) the preparation of the TOR for the assignment, (ii) the selection process for the contract; or (iii) the supervision of such contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Institute throughout the selection process and the execution of the contract.
- (iv) **A Bidder shall submit only one proposal either individually or as a joint venture partner in another proposal:** If the bidder, including a joint venture partner, submits or participates in more than one proposal, all such proposals shall be disqualified. This does not, however, preclude a consulting firm to participate as a sub-consultant, or an individual to participate as a team member, in more than one proposal when circumstances justify and if permitted by the RFP.

## 2. Previous Transgression

**2.1 The bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the tender process.**

The bidder agrees that if it makes an incorrect statement on this subject, the bidder can be disqualified from the tender process or the contract, if already awarded can be terminated for such reason.