

**“REQUEST FOR QUOTATION”
(RFQ)**

FOR

**‘HIRING OF AIR CONDITIONED COACHES/BUSES/MINI COACHES & CARS’
FOR THE 12TH SOUTH ASIAN GAMES**

**ORGANISING COMMITTEE – 12TH SOUTH ASIAN GAMES
GUWAHATI & SHILLONG
(OC-SAG)**

Date of Issue: **31/10/2015**

Last Date of Submission of Quotation: **20/11/2015**

RFQ No: OCSAG2016/TPT/01

Contents:

| Index | Page No. |
|---|----------|
| 1. South Asian Games | -----03 |
| 2. 12 th South Asian Games | -----03 |
| 3. Sports | -----03 |
| 4. Summary of Bid | -----04 |
| 5. Instruction To Bidders | -----04 |
| 6. Purchase and Downloading of Tender Forms | ----- 05 |
| 7. Eligibility Criteria | -----05 |
| 8. Scope of Work | -----06 |
| 9. Cost of Bid | -----07 |
| 10. Earnest Money Deposit | -----07 |
| 11. Bid Schedule | -----09 |
| 12. Pre-Bid Conferences | -----10 |
| 13. Response To Bidder's Queries | -----10 |
| 14. Submission of Quotation | -----11 |
| 15. Rejection Criteria | -----12 |
| 16. Correction of Error | -----14 |
| 17. Prices and Price Information | -----14 |
| 18. Confidentiality of RFQ Document | -----15 |
| 19. Bidding Format & Documents to Be Submitted | ----- 15 |
| 20. Declaration of Successful Bidder | -----16 |
| 21. Right to Vary Scope of Working | -----16 |
| 22. Right to Accept Any Bid And to Reject Any or All Bid | ----- 16 |
| 23. Notification of Award | -----16 |
| 24. Signing of Contract | -----16 |
| 25. Failure to Agree with The Terms And Conditions of The RFQ | ----- 17 |
| 26. Revelation of Commercials | -----17 |
| 27. Performance Security | -----17 |
| 28. Award of Contract | -----18 |
| 29. Terms of Payment | -----18 |
| 30. Terms & Conditions (General) | -----19 |
| 31. Terms & Conditions For Delivery Of Transport Services | ----- 21 |
| 32. Conflict of Interest | -----27 |
| 33. Governing Law | -----27 |
| 34. No Right Granted | -----27 |
| 35. Local Conditions | -----28 |
| 36. Cancellation of Games | -----28 |
| A1. Annexure 1 | -----30 |
| A2. Annexure 2 | -----31 |
| A3. Annexure 3 | -----32 |
| A4. Annexure 4 | -----33 |

1. The South Asian Games:

The South Asian Games are a bi-annual multinational multi-sport event held amongst the athletes from South Asia. The governing body of these games is South Asia Olympic Council (OC-SAG), formed in 1983. At present, OC-SAG is joined by eight members namely Afghanistan, Bangladesh, Bhutan, India, Maldives, Nepal, Pakistan & Sri Lanka.

The first South Asian Games were hosted by Kathmandu, Nepal in 1983 and have since been held every two years except for some occasions. In 2004, it was decided in the 32nd meeting of South Asia Olympic Council to rename the Games from South Asian Federation Games to South Asian Games as the officials believed the word Federation was diminishing the emphasis on event and acting as a barrier in attracting crowd. These Games are often hyped as the South Asian version of the Olympic Games.

2. The 12th South Asian Games;

The 12th South Asian Games will be held in Guwahati, Assam and Shillong, Meghalaya, India from 06th to 16th February 2016. The Organising Committee - South Asian Olympic Council (OC-SAOC) has stated its vision to be the best South Asian Games (OC-SAG) to date with impeccable standards of services to be provided to athletes, officials and the general public. In delivering the best ever, South Asian Games (OC-SAG) it will:

- Build state-of-the-art sporting and city infrastructure for the facilitation of the Games.
- Create suitable environment and opportunities for the involvement of the citizens in the Games.
 - Showcase the culture and heritage of the North East & India.
 - Project India as a Global Sporting destination and Leave behind a lasting legacy.

3. Sports:

There will be 23 sport disciplines for the 12th South Asian Games of which 16 will be held in Guwahati, Assam and 8 in Shillong, Meghalaya along with Football (women). They are as follows:

Guwahati, Assam

| | | | | | |
|-----------|------------|---------------|--------------|----------|-----------|
| Athletics | Basketball | Cycling | Football (M) | Handball | Hockey |
| Kabaddi | Kho-Kho | Shooting | Squash | Swimming | Triathlon |
| Tennis | Volleyball | Weightlifting | Wrestling | | |

Shillong, Meghalaya

Archery Badminton Boxing Judo Table Tennis Taekwondo

Wushu Football (Women)

4. SUMMARY OF THE BID:

This Request for Quotation is issued by the Organising Committee – 12th South Asian Games (OC-SAG), to obtain Bids for the appointment of agency for hiring of air conditioned coaches, mini coaches, car services and buses **for 12th South Asian Games** to be held in February 2016.

In the 12th South Asian Games there will be approximately 4500 athletes and Games Officials, 4000 volunteers, 23 sports disciplines, International media, VIP's, Dignitaries, Other Officials and suppliers.

The successful bidder will be required to provide 90 buses and 235 cars on rental basis with drivers for the cars and drivers & attendants for buses for the 12th South Asian Games. The buses hired should be A/C Mini buses with seating capacity of 25 seats and must have all valid documents and comply with the specification as enumerated as latest emission standard. Bidder or association of owners duly registered & able to supply minimum 10 buses and / or 30 cars in the fleet for operation may apply. However single agency will get preference.

5. INSTRUCTIONS TO BIDDERS:

Tender documents can be downloaded from the website <http://tenders.gov.in/departments.asp?id=1892> as per the dates mentioned at Para 11. The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFQ documents. Failure to furnish all information required as mentioned in the RFQ documents or submission of a quotation not substantially responsive to the RFQ documents in every respect will be at the bidder's risk and may result in rejection of the quotation and forfeiture of the bid. The tender fees shall not be refunded even if the bid is not submitted.

Bid Submission will be through Post or by hand in paper-format within the due date.

i. Bidders shall submit, along with their Bids, a non refundable earnest money (EMD) @ 3% of the amount quoted by the bidder as total bid value in the form of a Demand Draft or Pay order from any nationalized bank, payable at Guwahati in favour of CEO, Organising Committee, 12th South Asian Games, 2016. EMD in any other form will not be accepted.

ii. A Demand Draft of Rs. 5,000/- (Rupees Five Thousand) **as tender cost and tender processing fee**, drawn on any Nationalized Bank in favour of CEO, Organising

Committee, 12th South Asian Games 2016 payable at Guwahati as Cost of tender documents, shall be deposited by the bidder.

iii. Both the demand drafts towards EMD and Cost of Tender Document should be placed in a single envelope superscripted as 'Earnest Money and cost of tender documents with the subject RFQ and the due date of opening of the bid mentioned at Para 11 are to be deposited in the office of the Organising Committee, 12th South Asian Games, C/O Director Transport, Bhetapara, Guwahati- 781040 on or before the tender submission date and time.

iv. The commercial and technical quotation containing the supporting documents for eligibility criteria should be submitted along with a certified true copy of the corporate sanctions/approvals authorizing its authorized representative to sign/act/execute documents forming part of this quotation including various RFQ documents and binding contract, at the address and time as specified in this RFQ through Registered Post/ Speed Post/ By Hand at the Office of CEO, Organising Committee, 12th South Asian Games 2016, C/O Director Transport, Bhetapara, Guwahati-781040.

6. PURCHASE AND DOWNLOADING OF TENDER FORMS:

6.1 The Tender document is uploaded in the Government of Assam on website <http://tenders.gov.in/departments.asp?id=1892> The Tender document and its supporting documents have to be downloaded from the same and subsequently, Bid has to be prepared and submitted OFFLINE ONLY as per the schedule at Para 11.

6.2 Tender forms will not be sold/ issued manually.

6.3 Only those Tender offers shall be accepted for evaluation for which non-refundable EMD, Tender Document Fee and Tender Processing Fee as mentioned in the Tender items list, in the form of Demand Draft/Pay Order from Nationalized Bank drawn in favour of "Organising Committee South Asian Games" Payable at Guwahati, Assam are deposited in the office of Organising Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040 on or before scheduled date given in this RFQ.

7. ELIGIBILITY CRITERIA:

7.1. The Bidder should be the owner of a fleet of at least 5 cars or 5buses/mini-buses.
(Please enclose copies of Registration Certificates as proof).

7.2. In case the bidder is an association of owners they must be duly registered
(Copies of Registration Certificates as proof must be enclosed).

7.3. In the last 3 years, the Bidder should have successfully executed at least 3 similar contracts with Government Agencies or reputed Corporate for providing transport services. (Note: In case of large number of applicants submitting the quotation, higher weightage will be given to agencies with experience in providing transport services to

National/International events and higher number of vehicles offered). *(Please enclose copies of contract/agreement work orders as proof)*

7.4. The Bidder should have a minimum average annual turnover of at least Rs. 30 lakh in the last 3 years from transport related activities. *(Please enclose a certificate from the Chartered Accountant and relevant tax return documents as proof)*

7.5. In case state government transport department/corporation, offers to provide vehicles they may be allowed to participate in the bid/supply process.

In that case the quantum of number of vehicles requirements will be adjusted suitably.

8. SCOPE OF WORK

8.1. Requirement of Types of Vehicle:

Request for Quotation (RFQ) inviting applications from experienced Transport Contractors is for providing the following categories of vehicles in Guwahati and Shillong during the period from 03-02-2016 to 19-02-2016 :-

| | Types of Vehicle | No of Vehicles required |
|---|--|--------------------------------|
| 1 | A/C Hatch Back (Tata Indica or equivalent) | 70 |
| 2 | A/C Sedan Type Car (Tata Indigo or equivalent) | 65 |
| 3 | A/C SUV Type Car (Toyota Innova or equivalent) | 100 |
| 4 | A/C Mini Bus (25 Seater) | 90 |

8.2. To monitor improvement of transport infrastructure (where necessary), whether permanent or temporary, to meet the Games' required capacity and service levels.

8.3. To ensure delivery of reliable transport for all Games constituent groups:

a. Fleet Operations of T1, T2, NOC Vehicles(Planning, Sourcing, Managing, Scheduling, Roaster building)

b. Bus Operations (T3 Operations)

8.4. To ensure implementation of comprehensive transport information services, traffic management strategies and operations plans required to manage the safe and efficient movements of all vehicles within venues and precincts

8.5. To monitor delivery of safe and reliable transport to all competition and non-competition venues

8.6. To plan and co-ordinate specific transport requirements at venues including Vehicle Access and Parking Permits (VAPPs)

8.7. To plan and monitor delivery of transport for ticketed Spectators, including enhancements and alterations to existing public transport services.

8.8. To monitor implementation of comprehensive strategies and operations plans to enforce dedicated Games routes for the efficient movements of all Games vehicles to / from / between all venues and precincts.

8.9. To ensure implementation of communications to provide accurate and up-to-date transport information to all Games constituent groups at Games-time with accurate scheduling.

8.10. To plan, coordinate, delivery of efficient arrivals and departures process, ensuring the smooth flow of Athletes / officials and Technical Officials between their arrival and departure point (airport) and their accommodation.

8.11. To monitor testing of transport infrastructure well before Games-times

9. COST OF BID:

Rs Five Thousand (Rs 5,000/-) as Tender cost and as Tender Processing fees non refundable , in the form of Demand Draft or Bankers cheque payable at Guwahati and drawn in favour of OC-SAG, 2016 is to be submitted along with the tender paper.

10. EARNEST MONEY DEPOSIT:

10.1. Bidders shall submit, along with their Bids, EMD @ 3% of their bid value, in the form of a Demand Draft or Pay order from any nationalized bank, payable at Guwahati, in favour of the CEO, Organising Committee, South Asian Games 2016.

10.2. Bidder shall deposit Performance Security at the 10% of the accepted value of the contract in the form of Demand Draft, Banker's Cheque or Bank Guarantee from any of the Nationalised bank in favour of OC-SAG, 2016 Payable at Guwahati. The validity of the bank guarantee should be for a period of 60 days beyond the date of completion of the work as per contract agreement. The performance security amount should be deposited before signing of the contract agreement. No interest is payable on the Performance Guarantee by the OC-SAG.

- 10.3. The bid securities of all unsuccessful bidders will be refunded by the CEO, Organising Committee, South Asian Games 2016 after the award of contract. The bid security, for the amount mentioned above, of successful bidder will be returned upon submission of Performance Guarantee and Signing of Contract Agreement.
- 10.4. The bid security amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- 10.5. The bid submitted without bid security, mentioned above, will be summarily rejected.
- 10.6. The Earnest Money will be forfeited on account of one or more of the following reasons:
- The bidder withdraws its Bid during the validity period specified in RFQ.
 - The bidder does not respond to requests for clarification of its Bid.
 - The bidder fails to provide required information during the evaluation process or is found to be non-responsive or has submitted false information in support of its qualification..
 - In case of a successful bidder, if the said bidder fails to sign the Agreement in time; or does not furnish the mandatory Performance Security.
 - The bidder materially alters his bid during the bid processing period.

11. BID SCHEDULE:

The RFQ time table is given below. OC-SAG retains the right to vary or discontinue the process or any part thereof at its absolute discretion.

| Sr. No | INFORMATION | DETAILS |
|--------|---|--|
| 1 | Non- Refundable Tender Cost and Tender Processing Fee | INR 5,000/- |
| 2 | Publishing of RFQ through tender | 31/10/2015 |
| 3 | Earnest Money Deposit | 3 % of the total value of the bid amount quoted by bidder. |
| 4 | Last date for submission of written queries for clarifications & Address. | 08/11/2015 up to 1500 Hrs. transport.ocsag@gmail.com Director Transport, C/o OC-SAG 2016, Hockey Stadium, Bhetapara Guwahati-781040 |
| 5 | Release of response to clarifications | 12/11/2015 |
| 6 | Date of Pre-Bid conference & Venue | 09/11/2015 at 1300 Hrs Organising Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040 |
| 7 | Place, Time and Date of opening of Commercial quotations received in response to the RFQ. | 21/11/2015 at 1500 Hrs Organising Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040 |
| 8 | Contact Person for queries | Director Transport FA MR. K. K. Sharma transport.ocsag@gmail.com |
| 9 | Addressee and Address at which quotation in response to RFQ notice is to be submitted | C/O Director Transport Organising Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040 |
| 10 | Last date and time for the submission of tender document | 20-11-2015 upto 5.00 pm |

Note: All the Pre Bid Queries would be accepted in written format i.e. via e-mail only sent at transport.ocsag@gmail.com

12. PRE-BID CONFERENCE:

OC-SAG will host a Pre-Bid Conference, scheduled on 09/11/2015, at 1300 Hrs. in the Office of the **Organising Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040**. The representatives of the interested organizations may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the RFQ and the proposed solution requirements with reference to the particular RFQ. The OC-SAG shall provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFQ and the project during the pre-bid conference. Only those bidders who have purchased the tender documents shall be allowed for pre-bid conference.

13. RESPONSE TO BIDDER'S QUERIES:

13.1. All enquiries from the bidders relating to this RFQ must be submitted exclusively to the contact person at the given email address. The queries should necessarily be submitted in the following format:

| | | | | |
|---|--|---|--|--|
| <<Name & Address>> | | | | |
| BIDDER'S REQUEST FOR CLARIFICATION | | | | |
| Name of Organization submitting request | | Name & position of person submitting request | | Full formal address of the organization including phone, fax and email points of contact & contact details of local office as well |
| | | | | Tel: |
| | | | | Fax: |
| | | | | Email: |
| Sl. No. | Bidding Document Reference(s) (section number/page) | Content of RFQ requiring clarification | Points of Clarification required. | |

13.2. All enquiries should be sent to OC-SAG only through email only. The OC-SAG shall not be responsible for ensuring that bidders' enquiries have been received by them. OC-SAG shall provide a complete, accurate, and timely response to all

questions to all the bidders. However, OC-SAG makes no representation or warranty as to the completeness or accuracy of any response, nor does OC-SAG undertake to answer all the queries that have been posed by the bidders. All responses given by OC-SAG will be distributed to all the bidders.

14.SUBMISSION OF QUOTATION:

- i. Technical quotation should not contain any commercial information.
- ii. Potential applicant must complete and sign the Undertaking as per the format enclosed as Annexure 4 in this RFQ.
- iii. The Quotation should be filled by the bidder in English language only.

14.1. The bidder should quote price in Indian Rupees only.

14.2. Bidders are also required to submit one softcopy (CD) in Microsoft Word and PDF format. Bidder must ensure that the information furnished by him/her in respective electronic copy is identical to that submitted by him/her in the original paper bid documents. In case of any discrepancy observed by OC-SAG in the contents of the electronic copy and original paper bid documents, the information furnished on original paper bid documents will prevail over the softcopy.

14.3. The Bids documents submitted must be without any overwriting, interlineations, corrections, double typing, etc. Any overwriting/ corrections etc. shall be initiated by the Bidder.

14.4. The Bids shall be valid for a period of six (6) months from the date of opening of the Bids. A Bid valid for a shorter period may be rejected as nonresponsive. On completion of the validity period, unless the bidder withdraws the Bid/ quotation in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws the same.

14.5. In exceptional circumstances, at its discretion, OC-SAG may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or by fax or email.

14.6. The sealed envelope containing following: (Envelope 1 – EMD and Tender Cost and Tender Processing Fees), (Envelope 2 – Technical Bid /Eligibility

Criteria supporting documents) ,and (Envelope 3 Commercial Bid)must be received in the office of the Organising Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040, between 10 am to 5 pm on any working day up to 20-11-2015 Envelopes/documents received after the stated time and date will be summarily rejected.

14.7. The Bids should be delivered in a plain sealed package clearly endorsed with the enclosed RFQ Return Label, as follows:

“CONFIDENTIAL RFQ DOCUMENTATIONS- DO NOT OPEN: HIRING OF AIR CONDITIONED COACHES/BUSES/MINI COACHES & CARS FOR THE 12TH SOUTH ASIAN GAMES”.

14.8. The bid should be unconditional. In case of any condition, the bid shall be treated as non-responsive and be disqualified.

14.9. The bid should be only in the prescribed format. It should also be accompanied by all the requisite documents.

14.10. The Bid Cover should carry the complete name and address of the bidder, along with the telephone, fax and e-mail address.

15.REJECTION CRITERIA:

Besides other conditions and terms highlighted in the Tender document, bids may be rejected under any of following circumstances:

15.1. Technical bids

- Incomplete bids that do not quote for the complete Scope of Work as indicated in the bidding documents, addendum (if any) and any subsequent information given to the bidder.
- Bids providing information that is found to be incorrect /misleading at any stage/time during the Tendering process.
- Technical Bid containing commercial details.

- Bids that reveal prices in any form or by any means before opening the Commercial Bid.
- OC-SAG reserves the right to accept any bid and to annul the tender process and reject any or all the bids at any time prior to award of work, without incurring any liability towards affected applicant(s) or to inform the affected applicant(s) of the grounds of such annulment /rejection.

15.2. **Commercial Bids:**

- Commercial Bids made through Tele fax/Telegraphic/Fax/E-mail.
- Bids which do not confirm unconditional validity of the bid for 90 days from date of opening of bid.
- Bids which do not conform to OC-SAG bid format.
- Bids in respect to which the bidder does not accept OC-SAG rectification of clerical/arithmetic discrepancies in the commercial bid, if any.
- Any Commercial Bid that does not comply with the conditions laid down by OC-SAG.

15.3. **Other**

- Bids that do not confirm to unconditional acceptance of full responsibility of executing the “Scope of Work” or the amended scope of work, as deemed appropriate by OC-SAG of this tender.
- Bids in which the bidder seeks to influence the OC-SAG bid evaluation, bid comparison or contract award decisions.
- In view of two bid systems, OC-SAG may first open technical bids. If the same is not complete and lacking with respect to any requirement(s), the same would be rejected straightaway & without opening the commercial bid.
- By adopting the procedure above, the commercial bids of those bidders, whose technical bid(s) are found acceptable, shall be opened and processed further as per rules laid down for the same.
- Bids that are submitted late will be rejected.

16. CORRECTION OF ERROR:

a. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the commercial quotations are received by OC-SAG.

b. Arithmetic errors in quotations will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the quotation form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall quotation price to rise, in which case the quotation price shall govern.

17. PRICES AND PRICE INFORMATION:

17.1. No adjustment of the price quoted in the Commercial Quotation shall be made on account of any variations in costs of labor and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the contract

17.2. The price quoted in the Commercial Quotation shall be the only payment, payable by OC-SAG to the successful Bidder for completion of the contractual obligations by the successful Bidder under the Contract, subject to the terms of payment specified as in the proposed commercial bid or the ones agreed between OC-SAG and the Bidder after negotiations. The price would be inclusive of all taxes, duties, charges and levies as applicable.

17.3. The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of the validity of the quotation and the contract. A quotation submitted with an adjustable price quotation or conditional quotation may be rejected as non-responsive.

17.4. It is mandatory to provide break-up of all taxes, duties and levies wherever applicable and/or payable. All the taxes of any nature whatsoever shall be borne by the Bidder including any additional taxes/levies due to change in tax rates.

17.5. All costs incurred due to delay of any sort, shall be borne by the Bidder.

17.6. OC-SAG reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated within specified time frames.

18. CONFIDENTIALITY OF RFQ DOCUMENT:

This Document is confidential and the bidder is required to furnish an Undertaking that anything contained in this RFQ shall not be disclosed in any manner, what so ever. The undue use by any bidder of confidential information related to the process may result in rejection of its Bid.

19. BIDDING FORMAT and DOCUMENTS TO BE SUBMITTED :

19.1. Applicant will submit their Bid in hard copy in three parts. Envelope #1 The sealed envelope containing following: (Envelope 1 – EMD and Tender Cost and Tender Processing Fees), (Envelope 2 – Technical Bid /Eligibility Criteria supporting documents) as per annexure 1 & 2, and (Envelope 3 Commercial Bid as per annexure 3). These Envelopes must be received in the office of the Organising Committee, South Asian Games, Hockey Stadium, Bhetapara, Guwahati- 781040, between 10 am to 5 pm on any working day up to 20-11-2015. Envelopes/documents received after the stated time and date will be summarily rejected.

19.2. The Technical Bid should be submitted in a sealed envelope marked as “Technical Bid”.

19.3. The three sealed envelopes should then be submitted in one sealed envelope bearing the address information and should reach the address before the bid closing date.

The Lowest rate obtained for each category will be basis of consideration for those bidders who qualify for less number of vehicles too.

20. DECLARATION OF SUCCESSFUL BIDDER:

The Bid of the bidder, who has been declared “Best Bid (T1)” will be awarded the work if the Commercial Bid of the bidder is found to be in place as per the RFQ requirement and overall Bid of the bidder is determined to be qualified to perform the work satisfactorily as per para 7 of this RFQ and Annexure 1 & 2

21. RIGHT TO VARY SCOPE OF WORK:

OC-SAG may at any time at the time of RFQ process or even after award of the contract, by a written order given to the bidder, make changes within the general scope of the Work. The Bid shall accordingly be amended.

22. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

OC-SAG reserves the right to accept and/or reject any bid, and to annul the Tender process and reject any or all bids at any time prior to the award of work, without there by incurring any liability to the affected bidder or any obligation to inform the affected bidder or bidders of the grounds for OC-SAG’s action.

23. NOTIFICATION OF AWARD:

23.1. Prior to the expiration of the period of bid validity, OC-SAG will notify the successful bidder in writing by registered letter or by fax or Email that its bid has been accepted.

23.2. Upon the successful Bidder’s furnishing of performance security (10 % of the contractual amount in shape of Bank Guarantee (irrevocable) valid for 180 days from closing of Games, OC-SAG will promptly notify the name of the winning bidder to each unsuccessful Bidder and will discharge their Bid Security.

23.3. If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to OC-SAG. OC-SAG will promptly respond in writing to the unsuccessful Bidder.

24. SIGNING OF CONTRACT:

24.1. At the time OC-SAG notifies the successful bidder that its bid has been accepted OC-SAG will send the Work Order, incorporating all requirements of OC-SAG. Within Seven working days of receipt of the Work Order, the successful bidder shall sign and date the Work Order or the subsequent amended work order, and return the

copy to OC-SAG.

24.2. At the same time as OC-SAG notifies the successful Bidder that its bids has been accepted, it will send the Bidder the duly filled in Form of Contract incorporating all Annexure and other attachments,

25. FAILURE TO AGREE WITH THE TERMS AND CONDITIONS OF THE RFQ:

Failure of the successful bidder to agree with the Terms & Conditions of the RFQ shall constitute sufficient grounds for the annulment of the award, in which event OC-SAG may award the contract to the next best value bidder as in this RFQ or call for new quotations.

26. REVELATION OF COMMERCIALS:

Commercials in any form or by any reason before opening the Bid should not be revealed, failing which the offer shall be liable to be rejected.

27. PERFORMANCE SECURITY:

27.1. Bidder, to whom the letter of Acceptance is issued, shall have to furnish a "Performance Security" of 10% of the accepted value of the contract in the form of Bank Guarantee (irrevocable) from any Nationalized Bank in an acceptable form to be submitted within 15 days of the receipt of the Letter of Acceptance.

27.2. The Performance Security should be furnished in the form of a Bank Guarantee from a Nationalized Bank. In an acceptable form within 15 days of issue of Work Order failing which the penalty of Rs.1000/- per day will be charged from the applicant safeguarding the interest of OC-SAG in all respect. The validity of the "Performance Security" would be up to the period of 180 days post- closing of the games or 30 days after submission of all documentation and reports (whichever applies first) and may be extended by a further period, as deemed appropriate by OC-SAG.

27.3. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance security shall be borne by the Bidder

27.4. Failure to comply with the requirements of Scope of Work specified in this RFQ, as per the judgment of OC-SAG, shall constitute sufficient grounds for the

forfeiture of the Performance Security.

27.5. The “Performance Security” shall be released after completion of the contract in all respects and provided further that there is no breach of the contract on the part of the bidder..

27.6. No interest or cost will be paid on the Performance Security by OC-SAG.

28. AWARD OF CONTRACT:

28.1 Award Criteria

OC-SAG will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

28.2 OC-SAG’s Right to vary Quantities at Time of Award

OC-SAG reserves the right at the time of contract award to increase or decrease by up to 25% of the quantity of vehicles originally specified in the scope of work without any change in unit price or other terms and condition.

29. TERMS OF PAYMENT:

Schedule for payment: 20% of the contract amount as mobilisation advance on signing the contract. Security Guarantee of the mobilisation advance shall be paid by the bidder at the time of submission of application for advance in the form of Bank Guarantee from any of the Nationalised bank, in favour of OC-SAG, 2016 Payable at Guwahati. The validity of the bank guarantee should be for a period of 60 days beyond the date of completion of the work as per contract agreement. Balance amount will be paid in three equal instalments payable on receipt of bills from the bidder. Third and final bill shall be cleared after 5 working days on completion of contract period. All payments will be done through Electronic Clearing Services (E.C.S).The bidder must submit his bank particulars for early payment through e-payment.

30. TERMS AND CONDITIONS (GENERAL):

a. All the information/details to be supported by authentic documents duly certified by the authorized signatory.

b. OC-SAG reserves the right to counter offers the selected bidders to bring at par with the lowest rates quoted in the commercial bid by the selected bidder.

c. OC-SAG reserves the right to re-call or cancel the process of appointment of bidder under this RFQ at any time and to invite fresh bids in respect of the mandate herein proposed;

d. OC-SAG reserves the right to extend the time for submission of bids at its sole discretion at any time prior to the Due Date;

e. Save as expressly authorized by OC-SAG in writing the service provider shall not without OC-SAG's prior express approval incur any liabilities on behalf of OC-SAG nor pledge the credit of OC-SAG nor make any representations nor give any warranty on behalf of OC-SAG;

f. The mere submission of bids in response to this RFQ by a bidder, or the rejection thereof by OC-SAG in its absolute discretion, shall not itself constitute any relationship, legal or otherwise between OC-SAG and the bidder or give or be deemed to give rise to any cause or grievance to the bidder against OC-SAG and further shall not for any reason and in any manner confer on the bidder any right or entitlement to raise any disputes regarding any term or condition contained herein nor in respect of any act or omission or decision taken by OC-SAG;

g. In the event of any misstatement or misrepresentation being discovered or detected in the information furnished/ documents submitted by the bidder in response to this advertisement/RFQ or at any later stage or in the event any contravention by the bidder of the conditions and criteria stipulated by OC-SAG, the appointment/ engagement of the bidder shall stand terminated /cancelled and no further fee shall be payable or be paid by OS-SAG to the bidder and the Earnest Money Deposit/performance guarantee, as applicable , submitted by the bidder shall be forfeited forthwith by OC-SAG , without any further notice.

h. The bidder must strictly comply with all terms and conditions herein.

i. OC- reserves the right to call upon any or all bidders to satisfy OC-SAG regarding the correctness and genuineness of any Document submitted or information furnished by the bidder or may call for any additional Documents/ information from the bidders to verify the information provided by the bidder or may further seek any clarification or elaboration from the bidder at any time prior to the finalizing the Bid; however, this shall not be construed to confer any

kind of right or entitlement to the bidder to submit any additional Document/ Information after the submission of its Bid. Further, OC-SAG may call upon any or all the Applicant bidder/s to make a presentation to OC-SAG in respect of its capabilities represented by the bidder at any time prior to the finalization of the Bid; any bidder who refuses to or otherwise neglects to make such presentation to OC-SAG shall not be considered for any further evaluation and shall stand disqualified;

j. OC-SAG is not bound to accept the lowest Commercial Bid as the technical competence , legal standing of the Bidder and the quality of services anticipated to be provided by the Bidder (to be determined primarily on the basis of the documents/information provided by the bidder or presentation made by the bidder) shall be material criteria for awarding the Bid;

k. Any and all information contained in the Bid document has been furnished by OC-SAG in good faith and with the sole objective to assist the bidder to assess and respond to the RFQ invited by the Bid Document. The Bid Document does not constitute an offer or solicitation; while reasonable effort has been made to provide such information which is necessary for the bidder to evaluate the essential scope of the engagement and opportunity under the Bid Document, however, the information contained in the Bid Document is only indicative and is not intended to exhaustively cover every element of the proposed opportunity. OC-SAG does not warrant the accuracy or completeness of the information contained in the Bid document.

l. The bidder shall maintain and provide at its own expense and to the reasonable satisfaction of OC-SAG such offices and other premises administration facilities and marketing organization as may be necessary for the efficient and effective performance of its obligations under this Agreement.

m. While due care has been taken by OC-SAG to provide information as is reasonably necessary for the bidder to evaluate the opportunity contained in the Bid Document, OC-SAG shall not be responsible or in any way be held liable for any inaccuracy or errors or omission or fact contained herein, nor for the consequences of any reliance by the bidder upon any information or representation contained herein in the event of any loss and/or damage suffered by the bidder on account of such reliance upon information or representation contained in the Bid Document. This Bid Document is OC-SAG privileged and is given for the benefit of OC-SAG solely in relation to the above invitation for RFQ. It is not to be transmitted to any other person nor is it to be relied upon by any other person or for any other purpose or quoted or referred to.

n. The selected bidder shall undertake not to divulge any information, document, etc., of OC-SAG to any third party, except when permitted in writing

by OC-SAG/designated authority. The empanelled bidder for itself and for every employee / professional engaged by the bidder for the work of OC-SAG, shall undertake to maintain the highest degree of confidentiality and secrecy with regard to all matters of OC-SAG.

o. FORCE MAJEUR: In case of any natural calamity, beyond human control, the OC- SAG shall not be made responsible or/and accountable, for any act in respect of this RFQ and no compensation will be paid by OC – SAG.

31. TERMS AND CONDITIONS FOR DELIVERY OF TRANSPORT SERVICES:

31.1. VALIDITY OF THE PROPOSAL- The rate quoted should remain valid for at least 120 days and there will be no change in rates during the contractual period.

31.2. OPTION CLAUSE- The assessment of requirement is tentative and may change after registration of Athletes/Officials. The OC-SAG will be at liberty to deviate from the notified requirement to the extent of 25% plus or minus at the same rates, Terms & Conditions.

31.3. South Asian Games Organising Committee intends to hire approximately 90 A/C –Mini buses and 235 A/C Cars on Rent/lease for South Asian Game Event. Only those buses/cars registered within last 04 years or new vehicles to be registered within next one month will be eligible for hire.

31.4. The vehicles proposed to be hired under this agreement should have valid permits to ply in Assam and Meghalaya.

31.5. The buses hired should be A/C buses /Mini buses with seating capacity of 25 seats and must have all valid documents and comply with the specification as enumerated as latest emission standard. Any bidder or an Association of owners duly registered and able to supply minimum 10 buses in the fleet for operation may apply. However single agency will get preference. Bidder shall submit list of vehicle & their details.

31.6. The Cars hired must have all valid documents and comply with the specification as enumerated as latest emission standard. The bidder or association of

owners who is able to supply minimum 30 Cars may apply. However single agency will get preference. Bidder shall submit list of cars and their details.

31.7. The minimum assured Kilometres of operation per day shall be 100 Kilometres for bus and 100 Kilometres for cars. The bidder will make the Cars and Buses available for operation to transport as per advice of the FA Heads/Designated Officials from OC-SAG 2016.

31.8. The actual requirement of the vehicles may vary between the days of the operations and shall be communicated 24 hours in advance to the bidder. The final billing shall be on the basis of the vehicle's used every day.

31.9. The kilometres will be worked out on day-to-day basis. The fuelling of the vehicle is to be done by the bidder at their own cost during the idle time without affecting the operations/requirements of the games authority. The buses and cars will be parked at transport Hub provided by Games Authority for operation as directed by the designated sports authority.

31.10. For Dead Kilometres as operated by the Bidder for the purpose of maintenance of the vehicle will be recorded separately and will not be paid by South Asian Games Organising Committee (OC-SAG). The Bidder has to ensure that the bus and car shall not break down due to diesel/petrol and/or lubricant shortage while the vehicle is in operation for the whole day.

31.11. The Bidder shall provide the Car and bus with full fuel tank at the time of the starting of the contract period and shall also be responsible for subsequent fuelling and the day to day maintenance which also includes provision of clean vehicles at the start of each working day.

31.12. The drivers deployed for the SAG 2016 Transport Operations should be familiar with the local routes of Guwahati and Shillong.

31.13. The bidder shall provide the meals to the drivers and the support staff deployed by him and make sure that operations of OC-SAG Transports are not affected due to the same. OC-SAG will not be responsible for provision of any meals to them.

31.14. The bidder will provide the information related to the drivers and other support staff as asked by OC SAG for the accreditation purposes well in advance.

31.15. The Bidder shall provide 5% (minimum 1) of additional drivers & attendants for bus & Drivers for car along with the vehicles who will be in reserve pool.

31.16. OC-SAG will hire the buses and cars for the period of about 17 days. Bidder will be bound by all the conditions of the OC-SAG till the agreement is in force.

31.17. The Bidder will cover his Car and bus under comprehensive insurance from any insurance company during the lease period at his cost. The Bidder must ensure that the insurance policy should always remain in force during the operations/contract period and further, without prejudice to above; the Bidder shall indemnify the OC-SAG for all accident compensation claims if lodged against OC-SAG.

31.18. OC-SAG shall under no circumstances be made liable or responsible by the bidder to pay compensation that may be awarded by Motor Accident Claim Tribunal or Tribunals in respect of accidents.

31.19. The Bidder has to provide the Car and bus with driver possessing valid driving licence with P.S.V. (Public Service vehicle) badge issued by The Govt. (Directorate of Transport Assam) and Certificate of medical fitness from competent authority. The driver shall follow the instructions of the authorities of the OC-SAG. The driver will have to undergo training & medical examination by the Medical Officer of the competent Medical Board if OC-SAG so desires. The bidder shall not replace driver without consent of OC-SAG.

31.20. It will be the responsibility of Bidder to ensure that the drivers maintain close coordination with the Transport Hub Executive of OC-SAG, provide facilities to

the travellers and ensure that the travellers are not put to any inconvenience. The driver and attendants shall have polite behaviour with public and travellers and also with OC-SAG Officials/Staff, Athletes etc.

31.21. The Bidder shall not employ any person as a driver for operating a Car and bus on hire basis that was earlier removed or dismissed for having criminal background. The driver should know how to read and speak English and Hindi languages. The Police verification of driver will be done prior to execution of contract.

31.22. The Bidder shall provide uniform to the driver as prescribed by OC-SAG. The driver shall also be provided with an identity card with photo attested by the Bidder counter stamped by OC-SAG and VAPPs. The Bidder shall furnish photocopy of the Vehicle Documents & driving licenses of the driver to OC-SAG. The bidder shall submit the passport size photograph of the driver and other staff.

31.23. The Bidder shall bear the cost of the driver including his wages, daily allowance, etc. The Bidder shall also bear the cost of the diesel/petrol for vehicles supplied.

31.24. The driver shall scrupulously follow the instructions issued by OC-SAG from time to time. As and when the OC-SAG finds behaviour and conduct of a driver questionable/unbecoming and any act of indiscipline, such driver will be liable for removal from the operation due to misconduct such as but not limited to:

- a. Driver found under influence of alcohol.
- b. Serious misconduct with Public/Traveller.
- c. Rash / dangerous driving En-route as per the opinion of the travellers.

In the event of a driver being removed for such conduct, the responsibility of the Bidder shall be to provide substitute driver forthwith failing which the penalty of Rs.1500/- will be charged. Such vehicle without driver will not be considered for payment of hire charges for the day/rest of the contractual period as may be decided by the OC-SAG.

31.25. The Bidder shall keep the Car and buses road worthy and clean as mentioned in Chapter-vii of the Motor Vehicle Act, 1988 and Rules made there under from time to time.

31.26. The hired vehicles will be parked at the respective Hub / bus stand as provided by OC-SAG at the risk of the bidder. The OC-SAG shall have a liberty to ply the vehicle for night out halt as per the scheduled requirement .The decision of the respective Hub Executive of OC-SAG will be final.

31.27. In case of break down, the bidder will have to replace /provide substitute suitable vehicle immediately within 2 (two) hours of breakdown. Otherwise a penalty of RS. 2500/- will be levied and the bidder will not be paid the hire charges for the cancelled Kilometres, of that particular day's schedule/rest of the contractual period as may be decided by the OC-SAG.

31.28. In case any bidder is not able to provide the committed number of vehicles, OC-SAG will hire similar vehicles at market rate. The amount shall be deducted from the final payment to the bidder.

31.29. The bidder will provide two supervisors per shift to enable smooth coordination between the designated OC-SAG Officials and the crew (Drivers & Conductors) and the staff of bidder.

31.30. OC-SAG shall pay contract hire charges for the minimum actual effective Kms. at the rate per km as per the agreement. The bidder shall submit daily, the log sheet of vehicle to the hub executive of OC-SAG, duly signed by the bidder/authorized person as supplied to him by the Hub executive of OC-SAG.

31.31. OC-SAG shall pay contract hire charges as per the rates specified in Work Order/agreement and Bidder will be paid the hire charges at the rate per km as per the agreement for actual Kms operated over and above 100kms for cars and 100 kms for buses.

31.32. The OC-SAG shall have right to deduct the penalties or fine levied against the bidder, from the amount due to bidder either from hire charges or Bank guarantee/Security deposit.

31.33. The bidder shall display SOUTH ASIAN GAMES Logo on both sides of the car and bus. The vehicles shall be provided for branding in advance as per demand by OC-SAG and no extra cost for the same will be payable by OC SAG.

31.34. The bidder shall maintain a vehicle log book given by OC-SAG indicating date-wise operational particulars, which should be signed by drivers, bidder or his authorised representative and attested by the authorised officials of OC-SAG on daily basis.

31.35. OC-SAG authority may mount and connect any electric equipment's like GPRS, GPS, VAPPs (Venue Access Permit Pass) or Tracker System to bus and cars.

31.36. OC-SAG reserves the right to accept or reject one or all tender without assigning any reason thereof.

31.37. The selected bidders will have to enter into an agreement with OC-SAG, Guwahati 2016.

31.38. Except as otherwise specifically provided in the contract all disputes concerning, arising under this contract shall be decided by OC-SAG, Guwahati and decision of OC-SAG, 2016 Guwahati will be final and binding.

31.39. All the relevant documents as asked above along with the duly signed Tender Document and duly filled Annexure 1 and Annexure 2 shall be submitted in original in an envelope super scribed with the name of the work, Tender No., date and details of the Bidder, in the Office of the, OC-SAG, 2016 C/o Director, Transport On or before the last date and time of submission as mentioned in the Tender Notice. Telex or facsimile Technical Bids will be rejected. If the envelope of the technical bid is not

sealed or marked properly, the OC-SAG will assume no responsibility for the Bid's misplacement or pre-mature opening.

31.40. The Lowest rate obtained for each category will be basis of consideration for those bidders who qualify for less number of vehicles too.

31.41. Arbitration: Any dispute or difference whatsoever arising between the parties, out of or relating to the conclusions, meaning and operation or effect of the agreement or the breach thereof shall be settled by Arbitrator in accordance with the Rules of Arbitration of the Indian Government and the award made in pursuance thereof shall be binding on both the parties.

31.42. Evaluation and selection of tender will be done by the committee appointed for the purpose by the 12th South Asian Games Organising Committee, 2016 Guwahati.

32. CONFLICT OF INTEREST:

The bidder shall not have commercial interest in any vendor which is in conflict with the interest of OC-SAG, directly or indirectly. In case there is any other conflict of interest then the bidder has to withdraw from the matter assigned with prior approval of OC-SAG,

33. GOVERNING LAW:

This RFQ is to be interpreted in accordance with the laws of India and with the ethical requirements of that jurisdiction. Only Courts of Assam & Meghalaya (as the case may be) shall have exclusive jurisdiction in case any dispute arise between the South Asian Games OC-SAG and the Bidder with regard to this RFQ. The relations between the parties shall be governed by the applicable laws of India.

34. NO RIGHTS GRANTED:

The parties recognize and agree that nothing in this RFQ will be construed as granting any property rights, by license or otherwise, to any

Confidential Information of South Asian Games (OC-SAG), or to any invention or any patent, copyright, trademark or other intellectual property right that has issued or that may issue based on such Confidential Information. Other than as expressly permitted by a separate written agreement between the parties, neither party will make, have made, use, distribute or disseminate for any purpose any product or other item using, incorporating or derived from any Confidential Information of South Asian Games (OC-SAG).

35. LOCAL CONDITIONS:

It will be incumbent upon each Bidder to fully acquaint himself with the local conditions and factors, which would have any effect on the performance of the contract and/or the cost.

It will be imperative for each Bidder to fully inform himself/herself of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents. OC-SAG shall not entertain any request for clarification from the Bidder regarding such legal conditions.

It is the responsibility of the Bidder that all factors have properly been investigated and considered while submitting the bid quotations and that no claim whatsoever including those for commercial adjustment to the contract awarded under the bidding documents will be entertained by OC -SAG and that neither any change in the time schedule of the contract nor any commercial adjustments arising thereof shall be permitted by OC-SAG on account of failure of the Bidder to apprise themselves of local laws/conditions.

36. CANCELLATION OF GAMES:

36.1. If the Games are not held for any reason:

a) This Agreement with terminate with effect from the date on which OC-SAG officially announces that the Games will not be held or will not continue.

b) Each party will be relieved of its obligations under this Agreement; and

c) Save as expressly stated in this Agreement, OC-SAG will not be liable in any way to the 'Transport Service Provider' by reason of the termination or cancellation.

36.2. The Following facilities will be extended to the service provider:

a) The '**Transport Service Provider**' can use the Phrase '**Transport Service Provider** of OC-SAG' in their documentation.

b) Permission to the **Transport Service Provider** to use the photographs of the vehicles provided under the contract only after the games.

c) Performance Certificate will be issued to the **Transport Service Provider** after satisfactory completion of works as per the contract.

The OC-SAG Logo, would however, not to be used.

TECHNICAL BID FORMAT

Annexure 1

[ON LETTER HEAD]

**To,
The Director, Transport,
OC-SAG, 2016, Guwahati**

Sir,

In response to Tender Notice number _____ date _____ for hiring of Air-Conditioned Coaches, Mini Coaches, Car Services and buses for the 12th South Asian Games 2016 as appeared in daily Newspaper _____ dated _____ and in the Website _____, I submit my offer/rates for the vehicles as mentioned below. I undertake to supply the vehicles as per the terms and conditions of the tender.

| Sr. No. | Vehicle Description/ Year of Registration | Seating Capacity / others details if any |
|---------|---|--|
| | | |

I shall abide by all the terms and conditions of the tender.

Enclosed herewith following documents:

- 1) Company Registration Certificate
- 2) Service Tax, Registration Certificate
- 3) Income Tax return Certificate
- 4) List of Vehicles with registration No. and Date of registration, Type, Fitness Validity, Permit No. with Validity and Insurance certificate.

Thanking you,

Yours Sincerely,

Name and Signature of the bidder

Seal of company

Note - In case of Authorized Representative, valid Power of Attorney must be enclosed.

**TECHNICAL BID FORMAT
SOUTH ASIAN GAMES -2016
FORM-A**

Annexure 2

COMPANY PROFILE

Name of the Company

Registered office address

Name of Owner

Name of designated Officer

Designation

Office Phone

Fax no.

Email ID

Website

Contact no. of owner

Contact no. of officer

Sale Tax or Service Tax Reg.

valid

Income Tax PAN no.

Returns filed up to

Office Registration no.

jurisdiction

(Signature of Bidder/Authorised Representative)

(Seal)

Note - In case of Authorized Representative, valid Power of Attorney must be enclosed.

NB-Supporting documents must be enclosed

COMMERCIAL BID FORMAT

Annexure 3

SOUTH ASIAN GAMES-2016
[ON LETTER HEAD]

To,
The Director, Transport,
OC-SAG, 2016, Guwahati

Sir,
In response to Tender Notice number _____ date _____ for hiring of Air-Conditioned Coaches, Mini Coaches, Car Services and buses for the 12th South Asian Games appeared in daily Newspaper _____ dated _____ and the Website _____ I submit my rates for the vehicles as mentioned below. I undertake to supply vehicles as per the term and conditions of the tender.

| Serial No. | Type of vehicle | Seating Capacity | No. of Vehicle Offered | Rate per day (All-inclusive cost of Fuel, Driver & Attendant, Taxes etc.) | Total Cost (All-inclusive cost of Fuel, Driver & Attendant, Taxes etc.) |
|------------|-----------------|------------------|------------------------|--|--|
| | | | | | |
| | | | | | |

Break-up of the rates for cost of Fuel, Drivers, Attendant, taxes and others if any are shown as below.

- A) Cost of Fuel-
- B) Cost of Driver-
- C) Cost of Attendant-
- D) Rate of Taxes-
- E) Others-

TOTAL RATE-.....

Thanking you,

Yours Sincerely,

Seal of company

Name and Signature of the bidder

UNDERTAKING

Annexure 4

TO,
The Director Transport
OC-SAG, 2016, Guwahati

With reference to tender notice no _____ Dt. _____ for _____ for the 12th South Asian Games, 2016 as appeared in the daily news paper _____ Dt _____ and in the website _____ I Shri _____ son of _____ of _____ in the capacity as _____ in the organisation _____ do hereby undertake to declare as a bidder that in the event of my bid getting accepted by the OC-SAG 2016, I shall abide by all the terms and condition attached with the RFQ/Tender documents and also the special conditions attached there to if any for the purpose of efficient and satisfactory completion of works as detailed in the scope of work in the RFQ/Tender.

I further undertake to declare that in the event of failure to execute the contracted obligation under the contract agreement which will be signed in due course of time, I shall stand responsible to make good any loss or damages that may occur to OC-SAG 2016 due to failure on my part as a contractor. In testimony of the above noted declaration, I do hereby put my signature and seal here under to indemnify myself for this undertaking.

Signature

DATE : _____
PLACE : _____

Name in full _____
Designation _____