



**SPORTS AUTHORITY OF INDIA
NETAJI SUBHAS REGIONAL CENTRE,
SAROJINI NAGAR, KANPUR ROAD, LUCKNOW, PIN-226008**

Telephone : 0522-2438155 Fax : 0522-2438155

Website : www.sportsauthorityofindia.nic.in

E-Bidding Document

For Supply of

SPORTS KIT : NATIONAL COACHING CAMP

Bid Reference No. : SAI/NSRCL/87/Sports Kit-NCC /2018

Date : 22.03.2018

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PART-1
BIDDING PROCEDURE

SECTION – I

Telephone : 0522-2438155 Fax: 0522-2438155
Website : www.sportsauthorityofindia.nic.in
Bid Reference NO. : SAI/NSRCL/87/Sports Kit-NCC /2018
Date : 22.03.2018

INVITATION FOR ONLINE BIDS (IFB)

1. Sports Authority of India (SAI/Purchaser), Netaji Subhash Regional Centre, Sarojini Nagar, Kanpur Road, Lucknow for and on behalf of the Director General, Sports Authority of India, invites on line Bids on two bid system for supply of following Sports Kits of any national or international brand of repute for National Coaching Campers: Manual bids shall not be accepted.

| Brief Description of Goods | Amount of Bid Security in Rs to be furnished. | Bidding Document Cost |
|--|---|-----------------------|
| Track Suit | Rs 50,000/- | Rs 1000/- |
| T. Shirt | | |
| Warm Up Shoes | | |
| Shorts | | |
| Socks | | |
| Kit Bag | | |
| Payment: Scanned copy of Tender Fee and Earnest Money is to be uploaded online and Hard Copy of same must be sent to the Sports Authority of India, Netaji Subhas Regional Centre, Sarojini Nagar, Kanpur Road, Lucknow on or before Bid Submission Date & Time as mentioned in Critical Data Sheet. | | |

CRITICAL DATE SHEET

| | |
|---|--|
| Uploading/Publication of Tender Documents | 22.03.2018 |
| Downloading of Bid Document | From 23.03.2018 Upto 15.04.2018 |
| Cut of Date of Seeking Clarification | Upto 02.04.2018 |
| Last Date & Time of Submission of Bids | 16.04.2018 upto 1.00 p.m. |
| Opening Date & Time of Technical Bids | 17.04.2018 at 3.00 p.m. |
| Opening Date & Time of Financial Bids | Will be intimated later |

2. Bidder may also download the Bidding Documents from the website www.sportsauthorityofindia.nic.in and CPP Portal of Govt. of India i.e. <http://eprocure.gov.in/eprocure/app> Bidders shall ensure that their Bids, complete in all respect should be uploaded online before the closing date and time as indicated in the critical date sheet above on CPP Portal <http://eprocure.gov.in/eprocure/app>.

3. Bids shall be submitted online only at CPPP website <http://eprocure.gov.in/eprocure/app>. Bidders are advised to follow the instructions provided in the `Instruction to the Bidders for e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>.
4. Bidder who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <http://eprocure.gov.in/eprocure/app> and SAI website www.sportsauthorityofindia.nic.in shall not tamper / modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered / modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with SAI.
5. Intending tenderers are advised to visit again CPP webwiste www.eprocure.gov.in and SAI website www.sportsauthorityofindia.nic.in at least 3 days prior to closing date of submission of tenders for any corrigendum / addendum / amendment.

Asst. Director
For and on behalf of Director General, Sports Authority of India.

| | | |
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SECTION - II - A

INSTRUCTIONS TO BIDDERS (ITB)

A- PREAMBLE

1. Introduction

- 1.1 This bid document is for purchase of items as mentioned in **Section V**-“Schedule of Requirements”.
- 1.2 This section (Section II) provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of Bids and subsequent placement of Contract.
- 1.3 Before formulating the Bid and submitting the same to the purchaser, the Bidder should read and examine all the terms, conditions, instructions etc. contained in the Bid Documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in this Bidding document may result in rejection of the Bid.

2. Language of Bid

The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the Bid exchanged between the Bidder and the purchaser, shall be written in the English language. However, the language of any printed literature furnished by the Bidder in connection with its Bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the Bid, the English translation shall prevail.

3. Cost of Bid Documents

Cost of bid document is Rs. 1000/- (Rupees one thousand only) as shown in the statement below clause 1 of **Section-I IFB**. This amount is non-refundable. Cost of bid document may be remitted in the form of demand draft drawn in favour of Regional Director Sports Authority of India, NSRC payable at Lucknow on or before closing date of submission of bids.

B. BIDDING DOCUMENTS

4. Contents of Bidding Documents

In addition to Section I - “Invitation for Bid” (IFB), the Bidding Documents include several sections upto Section VIII. Some of these Sections are :

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

5 **Amendment(s) to Bidding Documents.**

- 5.1 At any time prior to the deadline for submission of Bids, the purchaser may, for any reason as deemed fit by it, modify the Bidding Documents by issuing suitable amendment(s) to it.
- 5.2 Such an amendment to the Bidding Documents will be uploaded on SAI website: <http://sportsauthorityofindia.nic.in> and Central Public Procurement (CPP) Portal of Government of India i.e www.eprocure.gov.in only.
- 5.3 Prospective bidders are advised in their own interest to visit website of Sports Authority of India (SAI) for any amendment etc. before submitting their bids.
- 5.4 In order to afford prospective bidders reasonable time to take into account the amendments in preparing their bids, SAI may, at its discretion, suitably extend the dead line for submission of bids.

6. **Modifications/withdrawal of bids**

- 6.1 The bidder, after submitting the bid, is permitted to submit alterations / modifications to the bid, so long such alterations / modifications are received duly sealed and marked like original bid, upto the date and time of submission of bid. Any amendment / modification submitted after the prescribed date and time of receipt of bids not to be considered.
- 6.2 The bidder may modify or withdraw his bid after submission, provided that a written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

7. **Clarification of Bidding Documents**

- 7.1 A Bidder requiring any clarification or elucidation on any issue of the Bidding Documents may take up the same with the purchaser in writing. The purchaser will respond in writing to such request provided the same is received by the purchaser not later than **fifteen** days prior to the prescribed original date of submission of Bid.
- 7.2 Any clarification issued by Purchaser in response to query (ies) raised by the prospective bidders shall form an integral part of bid document and it may amount to an amendment of the relevant clause (s) of the document.

8. **Late Bids.**

Any bid submitted after the specified date and time for submission of bids shall not be considered.

9. **Bid Format.**

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

C. PREPARATION OF BIDS

10. **Documents Comprising the Bid**

- 10.1 The **Two Bid System**, i.e. "Technical Bid" and "Price Bid" prepared by the Bidder shall comprise the following:
- 10.2 **Technical Bid.** The bidder shall submit the scanned copy of following documents alongwith the submission of bid documents :-
- a) Bid Security and cost of bid document. Bid document cost is non-refundable. Bid security is to be furnished in accordance with clause 19 of ITB and bid submission as per form at **Section IV(A)**.
 - b) Power of Attorney duly notarized as per Section IV indicating that the person(s) signing the bid has the authority to sign the bid and that the bid is binding upon the bidder during the full period of its validity.

- c) Bidder / Agent who quotes for items manufactured by the other manufacturer shall furnish scanned copy of Manufacturer's Authorisation Form as per **Section IV (D)**.
- d) Certificate of Incorporation / Registration Certificate of the firm / Company / Agency.
- e) Documents mentioned in the qualification criteria as per **Section III (A)**.
- f) Performance Statement as per form in **Section III -B**.
- g) Certificate of satisfactory performance in supply of similar sport items as stipulated in Section III A.
- h) PAN Card, National Electronic Fund Transfer (NEFT) Form as per Section IV (E) for payment in Indian Rupee.
- i) Certificate of Chartered Accountant showing annual turnover for the last three financial years i.e 2014-15, 2015-16 & 2016-17. Copies of Balance Sheet, Profit and Loss Account statement etc need not be enclosed.
- j) Income Tax Return filed for the last three financial years i.e. 2014-15, 2015-16 & 2016-17.
- k) GST Registration Certificate.
- l) Valid TIN (Tax Payer Identification Number).
- m) Valid subsisting license/Authorised Agent Certificate.
- n) Registration Certificate of Partnership concern/company, duly registered copy of Partnership Deed/MOA of Company.
- o) Details of work experience including certificate highlighting the necessary experience from the respective clients for the last three years.
- p) Successful bidder should also submit all the above documents in original without fail within seven days of dispatch of notification otherwise SAI/Purchaser may cancel the bid and the Bid security would stand forfeited.

- q) Bidder shall execute necessary instruments and documents required by SAI/Purchaser in relation to the Bidding Documents and shall adhere to all notifications/ amendments as may be issued by Purchaser from time to time.. All costs (including Taxes, stamp duties and registration charges (if any) shall be borne by the Bidder.
- r) Clause by clause compliance demonstrating substantive responsiveness by signing and stamping on all the pages of the original bid document by authorized person(s).
- s) Bidders will submit an affidavit on 100 Rupees Stamp Paper stating that the quality, brand and specifications and allied Technical details as mentioned in Section VI of the tender are correct. We undertake to pay damages/penalty out of the Security/pending bills in case of any defect. SAI, NSRC, Lucknow may impose penalty as deemed fit & will have right to make recovery from Security deposit or to make deduction from the bill.

Note-1: The bidding companies /firms /agencies are required to attest (self attestation) the scanned copies of documents, along with the bid, signed on each page with seal, to establish the bidders' eligibility and qualifications failing which their bid shall be summarily rejected and will not be considered. The bidders are responsible for what they attest and claim; if, later on, it is found that whatever has been attested by the bidder is not true/ correct, the company/ firm / agency of the bidder will be black- listed for purpose of procurement of any item(s), in addition to attracting penal provisions of the agreement.

Note-2: The Technical bid shall not include any financial information. Such a bid shall be summarily rejected.

11. **Financial Bid:** This should be uploaded online in the prescribed PDF format as per Section IV(B) of bid document.
- 11.1 The bidder shall state the basic price inclusive of all levies and taxes. The basic unit price of each package needs to be indicated individually against the items, the bidder proposed to supply. The offer shall be in Indian Rupees only.
- 11.2 Bidder shall quote only one price for each item. If more than one price is quoted, the lowest unit rate quoted by the bidder will be considered for evaluation.
- 11.3 Discount, if any, offered by the bidders shall not be considered unless they are specifically indicated in the Price Schedule. Bidders desiring to offer discount shall, therefore, modify their bids suitably while quoting and shall quote clearly net price taking all such factors like discount, free supply etc, into account.
- 11.4 The unit price of each package shown in the financial bid will be inclusive of taxes, duties, packing, forwarding, freight and insurance charges. Any changes in the taxes shall have no effect on the price during the scheduled delivery period.
- 11.5 All pages of the Bid should be page numbered and indexed.
- 11.6 The authorized signatory of the Bidder must sign the Bid duly stamped at appropriate places and initial all the remaining pages of the Bid.
- 11.7 No condition shall be attached to the Financial Bid. Such a bid shall be summarily rejected.
- 11.8 The bid of a Bidder, who does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- 11.9 Rates quoted should remain valid for 12 months. Same can be considered for further extension on mutual consent. No escalation in price on any account will be acceptable during contractual period.

Note : Bidders are requested to upload the "Technical Bid" and "Financial Bid" having the above mentioned documents online in PDF format.

12. Submission of Samples.

- a) The Bidders are required to submit one sample (free of cost) along **with latest lab report not later than a year old from a govt or govt. approved lab** of each item quoted, conforming to bid specifications to the consignee mentioned in Section V and obtain a receipt from consignee in this regard prior to the date & time of opening of Technical Bid. Samples should be submitted only for the items quoted. Bids received without samples will not be evaluated and will be summarily rejected. A self attested photocopy of receipt of samples by the consignee must be enclosed alongwith the Technical Bid. Samples after opening of technical bid will not be accepted.
- b) Each Sample should be tagged with brand name, article No and Barcode.

- c) Approved sample of successful bidder shall be retained by the Consignee. In case of any dispute regarding quality of goods supplied arises, the same shall be compared with the sample so retained by the Consignee. In case of any deficiency in the supplies are found, the same shall be made good by the supplier as per sample approved by the Consignee.
- d) Un- approved Samples of unsuccessful bidders will be returned. It shall be the responsibility of the bidder to collect the samples from Consignee.
All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/RTGS System. Bidders are required to fill and attach the NEFT Mandate Form attached as per Section-IV (E) along with their offers, if not already executed in SAI. Notification of Award will not be issued without NEFT Mandate Form.
- e) All samples should be of proper and valid Barcode.
13. The bidder supplying indigenous items shall quote the price / rate(s) as per the Price Schedule given in **Section IV(B)** in Indian rupee only.
- 14. Bid Prices**
The Bidder shall fill all the columns shown in the Price Schedule format at Section IV(B). If any column does not apply to a bidder, same should be filled as "NA" (means Not Applicable).
- 15. GST Octroi Duty and Local Duties & Taxes:**
Normally, goods to be supplied to government departments against government Contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the sports kit to be supplied by the supplier against the Contract placed by the purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser.
However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges.
- 16. Firm Price**
The prices quoted by the Bidder shall remain firm and fixed during the currency of the Contract and not subject to variation on any account. As regards taxes and duties, if any, chargeable on the items, clause 11.4 of this section will be applied.
- 17. Alternative Bids are not allowed.**
- 18. Documents Establishing Bidder's Eligibility and Qualifications:**
18.1 Pursuant to ITB clause 10 & 11, the Bidder shall furnish, as part of its Bid, relevant details and documents establishing its qualifications to perform the Contract if its Bid is accepted.

- 18.2 The documentary evidence needed to establish the Bidder's qualifications shall fulfill the following requirements:
- In case the Bidder offers to supply sports kit, which are manufactured by some other firm, the bidder should be duly authorized by the manufacturer to quote for and supply the goods to the purchaser. The Bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section IV (D) in this document.
- 19. Bid Security/Earnest Money Deposit (EMD).**
- 19.1 The Bidder shall furnish along with its Bid, Bid Security for amount as shown in clause 1 of IFB in Section I. The Bid Security is required to protect the purchaser against the risk of the Bidder's unwarranted conduct as explained under sub-clause 19.7 below. Non submission of bid security will be considered as major deviation and bid will not be considered.
- 19.2 In case as per Notification of Government of India if the Bidder falls in the category of exemption of Bid Security, it should furnish the relevant Notification along with required documents like valid Registration Certificate etc.
- 19.3 The Bid Security shall be furnished in one of the following forms:
- i) Account Payee Demand Draft
 - ii) Fixed Deposit Receipt
 - iii) Banker's cheque
 - iv) Bank Guarantee (As per format at Section IV-C).
- 19.4 The Demand Draft, Fixed Deposit Receipt or Banker's Cheque shall be drawn on any Commercial Bank in India in favour of the "Regional Director, Sports Authority of India, NSRC, Lucknow", payable at " Lucknow.
- 19.5 The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the Bid.
- 19.6 Unsuccessful Bidders' Bid Security will be returned to them without any interest, after expiry of the Bid validity period, but not later than forty-five days after conclusion of the resultant Contract. Successful Bidder's earnest money will be returned without any interest, after receipt of Performance Security from him as called for in the contract.
- 19.7 Bid Security of a Bidder will be forfeited, if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid in any respect within the period of validity of its Bid without prejudice to other rights of the purchaser. The successful Bidder's Bid Security will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required Performance Security and sign the contract / agreement within the period as specified by SAI in the Letter of Award (LoA), its Bids Security / EMD will be forfeited.
- 20. Bid Validity.**
- 20.1 The Bid shall remain valid for acceptance for a period of 180 days (One Hundred and Eighty days) after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected.
- 20.2 In exceptional cases, the Bidders may be requested by the purchaser to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity period, are to extend the same in writing. However, they will not be permitted to modify their original bids during the extended bid validity period.
- 20.3 In case the day up to which the Bids are to remain valid falls on or subsequently declared a holiday or closed day for the purchaser, the Bid validity shall automatically be extended up to the next working day.

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

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

22. **Signing and Sealing of Bid**

- 22.1 The Bid shall be duly signed at the appropriate places as indicated in the Bidding Documents and all other pages of the Bid. The Bid shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the person signing the bid shall initial the same. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the Bid.
- 22.2 Bid shall either be typed in indelible ink and the same shall be signed by the bidder or by a person who has been duly authorized to bind the bidder to the contract and uploaded in PDF format.

D - SUBMISSION OF BIDS

23 Submission of Bids

- 23.1.1 Bids shall be submitted on line as per the instructions given for online submission under Section II (B).
- 23.2 Bid must be received by the Purchaser not later than the date and time prescribed in the bid document.
- 23.3 Purchaser, at his discretion, may extend the deadline for submission of bids by amending the bid document in accordance with clause 5.1 of ITB. In that case, all rights and obligations of the Purchaser and the bidders would automatically stand extended.
- 23.4 Submission of more than one bid by the same bidder shall entail him for disqualification from participating in the bid process.

E - BID OPENING

24 Opening of Bids

- 24.1 The tender inviting Authority will open the Bids at the specified date and time and at the specified place as indicated in the IFB in Section-I. If due to administrative reasons the venue / date / time of bid opening are changed, it will be displayed prominently in the notice board of the Purchaser and on the SAI website.
- 24.2 In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for the purchaser, the Bids will be opened at the appointed time and place on the next working day.
- 24.3 Authorized representatives of the Bidders, who have submitted Bids on time may attend the Bid opening provided they bring with them letters of authority from the corresponding Bidders. The letter of authority for attending the bid opening meeting should be in the format placed at **Section IV(F)**.
- 24.5 Two - Bid system will be as follows. The Technical Bids are to be opened in the first instance, at the prescribed time and date as indicated in IFB. These Bids shall be scrutinized and evaluated by the Tender Inviting Authority with reference to parameters prescribed in the Bidding Document. During the Technical Bid opening, the Bid opening official(s) will read the salient features of the Bids like brief description of the goods offered, Delivery Period, Bid Security and any other special features of the Bids, as deemed fit by the Bid opening official(s). Thereafter, in the second stage, the Financial Bids of only the Technically acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical Bid. The prices, special discount if any of the goods offered etc., as deemed fit by Bid opening official(s) will be read out.

F - SCRUTINY AND EVALUATION OF BIDS

25. Scrutiny of Bids.

- 25.1 The Tender Inviting Authority will examine the Bids to determine whether they are complete, whether the documents have been properly signed, stamped, whether samples of quoted goods have been submitted to consignee and whether the Bids are generally in order.
- 25.2 Prior to the detailed evaluation of Price Bids, the Tender Inviting Authority will determine the substantial responsiveness of each Bid to the Bidding Document. For purposes of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents including Technical Specifications without material deviations and samples etc. However, the purchaser may waive minor deviation and / or minor irregularity and / or minor non-conformity in the bid.
- 25.3 If a Bid is not substantially responsive, it will be rejected by the Purchaser.

26 Qualification Criteria

- 26.1 Bids of the Bidders, which do not meet the required Qualification Criteria prescribed in Section-III, will be treated as non - responsive and will not be considered further.

27 Comparison of Bids and Award Criteria.

- 27.1 For comparison for ranking purpose for evaluation, the comparison of the techno-commercially responsive Bids shall be carried out on Free Delivery at Consignee Site basis.
- 27.2 The Contract may be awarded to the **lowest responsive Bidder** whose sample is found acceptable and who meets the laid down Qualification Criteria in the Bid documents.
- 27.3 SAI reserves the right to give the price preference/purchase preference as per the Govt. instructions in vogue while evaluating, comparing and ranking the responsive Bids. The Bidders claiming the same should enclose the concerned Notification of Govt. of India along with other relevant documents so as to establish their claim for such preferences.

G. AWARD OF CONTRACT

28. Notification of Award

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

28.2 Before expiry of the Bid validity period, the purchaser will notify the successful Bidder(s) in writing, by registered / speed post or by fax/ email that its Bid for items, which have been selected by SAI, has been accepted, also briefly indicating therein the essential details like description, quantity of the items, and delivery period, and prices have been accepted.

The successful Bidder must furnish to the SAI the required Performance Security within twenty eight (21) days from the date of despatch of this notification, failing which the Bid Security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided under GCC Clause 4 under Section VII.

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

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

29. Issue of Contract

29.1 Promptly after Notification of Award, SAI will mail the Contract Agreement as per Section VIII (A), duly completed and signed, in duplicate, to the successful Bidder by registered / speed post.

29.2 The successful Bidder shall return the original copy of the Contract, duly signed and dated, to SAI by registered/speed post so as to reach within twenty one (21) days from the date of issue of the Contract.

30. Variation of Quantities at the Time of Award

At the time of awarding the Contract or during the currency of the Contract, the purchaser reserves the right to increase the quantity of goods and services mentioned in the "Schedule of Requirements" rounded off to next whole number, without any change in the unit price and other terms & conditions quoted by the Bidder.

31. Annulment of Award

Failure of the successful bidder to comply with the requirement of signing an agreement with the Purchaser and furnishing Performance Security as per clause 4.1 of **Section VII** shall constitute sufficient ground for annulment of the award and forfeiture of bid security.

32. Cancellation of Bid

The purchaser reserves the right to cancel the bid(s) without assigning any reason.

33. Disqualification.

Purchaser reserves the right to disqualify the bidder for a suitable period who fails to supply the items in time. Further, the bidder(s) whose items do not perform satisfactorily in accordance with the specifications may also be disqualified for a suitable period by the Purchaser.

34. Corrupt or Fraudulent Practices

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

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

SECTION – II (B)

Instructions for Online Bid Submission

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

More information useful for submitting online bids on the CPP Portal may be obtained at:
<https://eprocure.gov.in/eprocure/app>.

A. REGISTRATION

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

B. SEARCHING FOR TENDER DOCUMENTS

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

C. PREPARATION OF BIDS

- (i) Bidder should take into account corrigendum published on the tender document before submitting their bids.
- (ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS/RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which help in reducing size of the scanned document.

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

D. SUBMISSION OF BIDS

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

E. ASSISTANCE TO BIDDERS

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

SECTION - III
QUALIFICATION CRITERIA & PERFORMANCE STATEMENT

(A) QUALIFICATION CRITERIA

Bid Reference No. SAI/NSRCL/87/Sports Kit-NCC /2018

Dated: 22.03.2018

- (a) The Bidder must be a Manufacturer or its Authorized distributors/ Agent.
(b) The bidder must satisfy the following qualifications criteria :-

| Sl. No. | Qualification Criteria | |
|---------|--|--|
| 1 | Annual Turn Over of Manufacturer/Bidder (Average of last 3 years i.e 2014-15, 2015-16 & 2016-17) (Enclose documentary evidence such as certificate given by the CA). | Rs. 75.00 Lakhs. |
| 2 | Proven past performance of Bidder of satisfactory supply to the government organizations/ Public Sector undertaking in last 3 years.. | The manufacturer/ bidder should have successfully completed contracts of having supplied the Sports Kit items of value totaling more than Rs. 1.00 Crore p.a., during last three year. |
| 3 | The manufacture should be manufacturing Sports Kit items since more than last three (03) years. OR | |
| | In case Bidder is not manufacturer then the Bidder should be an authorized agent of the manufacturer and in business of supplying the Sports Kit items for more than three (03) years. | |

(c) In support of above, the Bidder shall furnish required documents, Performance Statement as per Pro-forma in Section-III (B) of the Bidding Document.

(d) In case technical specification and rates being equal, preference will be given to such firms having relevant ISO certification for quality assurance or supply quantity will be equally distributed.

SECTION - IV

(A) BID SUBMISSION FORM

Date _____

To

Executive Director
Sports Authority of India
Netaji Subhas Regional Centre,
Sarojini Nagar, Kanpur Road,
LUCKNOW

Ref.: Your Bidding Document No. _____ dated _____

We, the undersigned have examined the above mentioned Bidding Document, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver "Sports Kits" in conformity with your above referred document for the sum as shown in the price schedule(s), attached herewith and made part of this Bid.

We further confirm that, if our Bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 3, in Section - VII for due performance of the contract.

We agree to keep our Bid valid for acceptance for 180 days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We agree to all terms and conditions of General Conditions of Contract as per Section-VII.

We agree to clause Fall Clause at S. No. 21 of General Conditions of Contract as per Section VII.

We further understand that you are not bound to accept our Bid, you may receive against your above-referred Bid Reference.

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

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

[Signature with date, name and designation]

Duly authorized to sign bid for and on behalf of Messrs
(Name & Address of the manufacturers)

(Seal of the Bidder)

Form for Power of Attorney

Know all men by these presents, we, _____(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms (Name), son/daughter/wife of _____and presently residing at _____who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the (Name of Mandate) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidder's and other conferences and providing information / responses to Sports Authority of India (hereinafter referred to as "Purchaser", representing us in all matters before Purchaser, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with Purchaser in all matters in connection with or relating to or arising out of our bid for the said Tender and / or till the entering into the Contract with Purchaser.

AND we hereby agree to ratify and confirm and do hereby all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____ THE ABOVE NAMED PRINCIPALS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ____ DAY OF 2018

For _____

(Signature)

(Name, Title and Address) Witnesses :

1.

2.

Accepted (Notarized)

(Signature)

(Name, title and Address of the Attorney)

SECTION IV

(A) PRICE SCHEDULE FORM

Bid Reference No : SAI/NSRCL/87/Sports Kit-NCC /2018

Date : 22.03.2018

| SI No | Item | Brand & Code No | Net Package Rate of one complete set (inclusive of all Taxes, GST and Duties & F.O.R) | |
|-------|----------------------------------|-----------------|---|-------|
| (i) | (ii) | (iii) | (iv) | |
| | | | Figure | Words |
| 1. | One complete set consisting of : | | | |
| | Track suit (upper & lower) | 01 No | | |
| | T. Shirts | 02 Nos | | |
| | Shorts/Skirts | 02 Nos | | |
| | Warm Up Shoe | 01 Pair | | |
| | Socks | 02 Pair | | |
| | Kit Bag | 01 No | | |

Please quote cost in figures and words (inclusive of all applicable levies, duties and taxes & F.O.R). All levies and taxes like Excise duty, Packing, Forwarding, Freight, Octroi, Insurance charges, GST etc. are assumed to be mandatorily included in the cost of Package Rates.

Bidders should quote rates within the estimated cost of Rs 10,000/- of one complete set.

Any alteration/cutting/over-writing in the rates should be attested by the authority signing the bid. Bid received with alteration / cutting / over-writing without attestation will not be considered.

Evaluation of L1 bidder would be on package rate.

Signature of Bidder

Name & Designation
Business Address
Seal of the Bidder

Place _____

Date _____

SECTION – IV
(C) BANK GUARANTEE FORM FOR BID SECURITY

Whereas _____ (hereinafter called the “Bidder”) has submitted its quotation dated _____ for the supply of _____ (hereinafter called the “Bid”) against the Sports Authority of India’s BidReference No. _____ Know all persons by these presents that we _____ of

(Hereinafter called the “Bank”) having our registered office at _____ are bound unto _____ (hereinafter called the “Sports Authority of India) in the sum of _____ for which payment will and truly to be made to the Sports Authority of India, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____. The conditions of this obligation are:-

- (1) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this Bid.
- (2) If the Bidder having been notified of the acceptance of his Bid by Sports Authority of India during the period of its validity:-
 - a) Fails or refuses to furnish the performance security for the due performance of the contract.

Or

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

We undertake to pay Sports Authority of India up to the above amount upon receipt of its first written demand, without Sports Authority of India having to substantiate its demand, provided that in its demand the Sports Authority of India will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty-five days after the period of Bid validity of 180 days i.e. for 225 days (180 days + 45 days) from the date of Bid Opening and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorised officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

SECTION –IV
(D) MANUFACTURER’S AUTHORISATION FORM

To

The Executive Director
Sports Authority of India
Netaji Subhas Regional Centre,
Sarojini Nagar, Kanpur Road,
LUCKNOW

Dear Sirs,

Ref. Your Bidding Reference No _____, dated _____

We, _____ who are proven and reputable manufacturers of _____ (*name and description of the goods offered in the Bid*) having factories at _____, hereby authorise Messrs _____ (*name and address of the agent*) to submit a Bid, process the same further and enter into a contract with you against your requirement as contained in the above referred Bidding Documents for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs. _____ (*name and address of the above agent*) is authorised to submit a Bid, process the same further and enter into a contract with you against your requirement as contained in the above referred Bidding Documents for the above goods manufactured by us.

We also hereby extend our full warranty of one year from acceptance of goods by Purchaser as per Clause 11 of General Conditions of Contract.

Yours faithfully,

[Signature with date, name and designation]
for and on behalf of Messrs _____

[Name & address of the manufacturers]

Note : 1. This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

2. Original letter may be enclosed.

SECTION – IV

(E) NEFT MANDATE FORM

From: M/s. _____

Date: _____

To

The Executive Director
Sports Authority of India
Netaji Subhas Regional Centre,
Sarojini Nagar, Kanpur Road,
LUCKNOW

Sub: NEFT PAYMENTS

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

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATE FORM

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

[Signature of bidder with date, name and designation]

For and on behalf of Messrs _____

Confirmed by Bank:

Enclose a copy of Crossed Cheque

SECTION – IV

(F) Letter of Authorisation for attending bid opening Meeting

Tender No

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

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

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

1.

2.

Alternate Representative

Signature of bidder

Or

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

Note :

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

PART-2

SUPPLY REQUIREMENTS

SECTION - V
SCHEDULE OF REQUIREMENTS
SPORTS KIT ITEMS OF NATIONAL CAMPERS

| S. No. | Brief Description of Items (As per Technical Specifications in Section-VI) | Qty. (Nos.) ± 20% |
|--------|---|-----------------------------|
| 1. | Track Suit for Men & Women | 200 Nos |
| 2. | T. Shirts for Men & Women | 400 Nos |
| 3. | Warm Up Shoes | 200 Pairs |
| 4. | Shorts/Skirts | 400 Nos |
| 5. | Socks | 400 pairs |
| 6. | Kit Bag | 200 Nos |

Part II: Required Delivery Schedule :

a) For domestic goods or goods of foreign located in India

The Sports Kit items as and when required to be supplied within a period of **15 days** from the date of supply order.

Part III: Required Terms of Delivery

a) For domestic goods or goods of foreign located in India

“Free Delivery at Consignee’s Site”. Date of delivery at Consignee’s site will be considered as the actual date of delivery.

Part-IV: Consignee(s) Details:

| Designation of the office with Address | Tel/Fax/e-mail No |
|---|--|
| Executive Director Sports Authority of India Netaji Subhas Regional Centre Sarojini Nagar, Kanpur Road Lucknow-226008 | Tele No : 0522-2438155 Fax No : 0522-2438155 E Mail : rdsailko2011@gmail.com |

Section – VI

Technical Specifications Of Sports Kit Items of National Campers

| S. No. | Brief Description of Goods | Technical Specifications |
|--------|----------------------------|---|
| 1. | Track Suit | <p>In upper Jacket Stand-up collar top with full frontal zipper along on the top with ribbed cuffs, two side pockets with chain and elasticized waist using polyester microfiber fabric.</p> <p>In Track Pant two side pockets with Chain and draw cord adjustable with good quality elasticized waist.</p> |
| 2. | T- Shirt (men) | Made of mix Cotton and Polyester using Sweat absorbing microfiber cloth, Crafted with ribbed cuffs along with a polo neck design. |
| 3. | T- Shirt (women) | Made of mix Cotton and Polyester using Sweat absorbing microfiber cloth, Crafted with ribbed cuffs along with a polo neck design. |
| 4. | Warm Up Shoes | <p>Warm up shoe of any national or international brand of repute made of :-</p> <ol style="list-style-type: none"> 1) Synthetic knit mesh upper with embroidered, using synthetic leather and reflective material. 2) Webbing heel pull & Thermoplastic Urethane (TPU) heel clip, with proper cushion foot bed. 3) Mid sole and Out sole should be of Ethylene Vinyl Acetate (EVA), Polyurethane (PE) with cushioning. |
| 5. | Shorts | Made of good quality sweat absorbent stretchable fabric, two side pockets with draw cord adjustable and good quality elasticized waist. |
| 6. | Socks | Made of high quality skin friendly cotton material, top quality elastic, having double tow & heel. |
| 7. | Kit Bag | Kit Bag of any national or international brand of repute made of high quality, water proof material, size (minimum: 24" L X 12" W X 12" H), two side pockets for water bottle etc. |

Note :

1. All items should be of reputed national/international brand.

PART-3
CONTRACT

SECTION - VII

GENERAL CONDITIONS OF CONTRACT (GCC)

TABLE OF CLAUSES

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SECTION - VII

GENERAL CONDITIONS OF CONTRACT (GCC)

1. **Application**

- 1.1 The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same is not superseded by Schedule of Requirements under Section V and Technical Specification under Section VI of this document.

- 1.2 Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings :

- i) "Applicable Law" means the laws and any other instruments having the force of law in India for the
- ii) "Supplier" means any private or public entity that will supply the goods to SAI under the contract. This refers to the Supplier with whom SAI has signed this contract with.
- iii) "Contract" means the Contract signed by the Parties that is this General Conditions of (GCC), the Special Conditions of contract (SCC), and the Appendices.
- iv) "Day" means calendar Day.
- v) "GOI" means the Government of India.
- vi) "SAI/Purchaser" means the Sports Authority of India.
- vii) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- viii) "In writing" means communicated in written with proof of receipt.

2. **Technical Specifications and Standards**

The items supplied under this contract shall conform to the standards prescribed in the Technical Specifications given in Section VI of the bid document.

3. **Term**

This contract shall commence on the day contract awarded and shall continue for a term of one year subject to termination in accordance with the provisions of this Agreement or otherwise in accordance with law or equity. ("Term").

4. **Performance Security**

- 4.1 As guarantee for the due performance, observance and fulfillment of all obligations, terms, conditions, representations, warranties and covenants of the Supplier under the Bidding Documents within twenty one (21) days from date of the issue of Notification of Award by the purchaser, the supplier, shall furnish performance security to the Purchaser for an amount equivalent to five percent (5%) of the total value of the contract prior signing of this contract.
- 4.2 Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty period of six months from the date of acceptance of the items by the consignee.
- 4.3 Supplier may furnish in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a commercial bank, Bank Guarantee from a Commercial Bank in an acceptable form in the format at Section-VIII (B) of this document.

- 4.4 In the event of any amendment issued to the contract, regarding extension of Delivery Period, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the 'Performance Security' (as necessary), rendering the same valid in all respects in terms of the amended contract.
- 4.5 Bid security will be refunded to the successful bidder on receipt of Performance Security.
- 4.6 The Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations subject to adjustment of all amounts / losses / damages/recoveries/penalties payable to the Purchaser and claims of Purchaser, there from.
- 4.7 The performance Security shall be denominated in Indian Rupees in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in **Section -VIII(B)** of this document in favour of the Purchaser.
- 4.8 Performance Security is to be forfeited and vcredited to the accounts of SAI, in the event of a breach of contract by the supplier, in terms of the relevant contract. Without prejudice to its other right and remedies under any contract, law or equity (including without limitation Purchaser's right to terminate the Agreement for breach).
- 4.9 Supplier agrees that the decision of Purchaser in respect of any forfeiture / invocation / adjustment of the Performance Security will be final and binding on the Supplier. Purchaser shall be entitled, without any limitation or interference, to forfeit / invoke / adjust the Performance Security, as set out in this Section. Upon forfeiture / invocation / adjustment of the Performance Security as aforesaid, the Supplier shall replenish the Performance Security totheir original amount within 7 days from the date of such forfeiture / invocation/adjustment. In case of any delay or failure in replenishing the Performance Securities as set forth in the foregoing sentence, Purchaser reserves its rights to terminate the Bidding Documents without any further notice to the Supplier.

5. Packing and Marking

The packing for the goods to be provided by the supplier should be strong and durable enough to withstand transit hazards, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

The rates quoted by the supplier are inclusive of all applicable taxes, and inclusive of all charges for packing, shipping carriage, insurance and delivery of the goods to the sites and any other duties and / or levies etc. No increase in rates shall be applicable during the term of this Agreement.

6. Inspection, Testing and Quality Control

- 6.1 The Purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications incorporated in the contract. The Purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging of Purchaser and/or its nominated representative(s) will be borne by the Purchaser and/or its nominated representative(s).
- 6.2 For such inspections and tests which are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- 6.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the Purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
- 6.4 If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the Purchaser under the terms & conditions of the contract.
- 6.5 The purchaser's/Purchaser's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above.
- 6.6 Goods accepted by the purchaser/Purchaser and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/Purchaser's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 10.

7. Terms of Delivery

- 7.1 Items shall be delivered by the supplier within **15 days** from the date of supply order.
- 7.2 In the case of Delivery Duty Paid (DDP), the date of receipt of sports kit items at Consignee's site shall be considered as the date of delivery.

8. Warranty.

- 8.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent/latest improvements in design and materials unless prescribed otherwise by the Purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 8.2 This warranty shall remain **valid for six months** after the items have been delivered at the final destination and accepted by the Purchaser in terms of the contract.

9. Prices

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

10. Taxes, Duties and Octroi

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

Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the Purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser.

11. Terms and Mode of Payment

11.1 Payment Terms

Hundred percent (100 %) payment of the contract price subject to recoveries / liquidated damages/shortages etc, if any, shall be paid on receipt of sports kit items in full & good condition and upon submission of 'Inspection and Acceptance Certificate' as per **Section VIII (C)** in original issued by the authorized representative of the consignee.

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

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

11.4 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to the Purchaser.

11.5 All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/RTGS systems as per the NEFT Mandate form attached as per Section-IV (E).

12. Delay in the supplier's performance

12.1 The supplier shall deliver the items and perform the services under the contract within the time schedule specified by the Purchaser as incorporated in the contract. In case the supplier makes any supply after expiry of the delivery period, the Purchaser / consignee can reject the supplies and inform the supplier accordingly; the Purchaser shall also have the right to cancel the contract with reference to unsupplied items in terms of the contract.

12.2 Subject to the provision of Force Majeure under GCC clause 19, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:

- (i) Imposition of Liquidated Damages,
- (ii) Forfeiture of its Performance Security and
- (iii) Termination of the Contract for default.

12.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser in writing about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

12.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:

- (a) The Purchaser shall recover from the supplier, under the provisions of the clause 16 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.

- (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, GST or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
- (c) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, GST or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

12.5 The supplier shall not despatch the items after expiry of the delivery period. The supplier is required to apply to the Purchaser for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

Without prejudice to any other right or remedy Purchaser may have, if any Goods are not supplied in accordance with, or if the Supplier fails to comply with any of the terms of this Agreement, the Purchaser shall be entitled to avail itself of any one or more remedies at its discretion, whether or not any part of goods have been accepted by the Purchaser.

- (a) To reject the goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier.
- (b) To give the Supplier the opportunity (at the Supplier's expense) either to remedy any defect in the goods or to supply replacement goods and carry out any other necessary work to ensure that the terms of the Agreement are fulfilled.
- (c) To claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of the Agreement.
- (d) To rescind this Agreement in whole or in part.
- (e) To purchase the goods in whole or in part from open market and recover the said amounts from the Supplier as damages.

13. **Liquidated damages**

Subject to the provision of Force Majeure under GCC clause 19, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to **0.5% per week of delay** or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of **10%** of the contract price.

14. **Termination for default**

14.1 The purchaser, without prejudice to any other contractual rights and remedies available to it (the purchaser), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC sub-clauses 12.3 and 12.4.

- 14.2 Unless otherwise instructed by the purchaser, the supplier shall continue to perform the contract to the extent not terminated.
15. **Termination for insolvency.**
- 15.1 If the supplier becomes bankrupt or otherwise insolvent, the Purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the purchaser.
16. **Force Majeure**
- 16.1 Notwithstanding the provisions contained in GCC clauses 16, 17 and 18, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 16.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non - performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.
- 16.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 16.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 16.5 In case due to a Force Majeure event the Purchaser is unable to fulfil its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.
17. **Termination for convenience**
- 17.1 The Purchaser reserves the right to terminate the contract, in whole or in part for its (purchaser's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the purchaser. The notice shall also indicate interalia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

18. Fall Clause

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

19. Withholding and lien in respect of sums claimed

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Purchaser shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, the Purchaser shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Purchaser shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at anytime thereafter may become payable to the Contractor under the same contract or any other contract with the Purchaser or the Government, pending finalization or adjudication of any such claim and that The Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

20. Resolution of disputes

- 20.1 If dispute or difference of any kind shall arise between the Purchaser and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 20.2 **Arbitration:** In event of any dispute or difference between parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Director General, Sports Authority of India, New Delhi. The provisions of Arbitration and Conciliation Act 1996 (No 26 of 1996) shall be applicable to the arbitration under this clause.
- 20.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Lucknow only.
- 20.4 The Courts of Lucknow will have the exclusive jurisdiction to try the disputes.

21. Applicable Law

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

The supplier shall not assign and / or transfer any of its rights and obligations under this Agreement without the written consent of the Purchaser.

SECTION-VIII

Form of Contract Agreement

**Contract for procurement of
Sport kits of National Campers**

Between

Sports Authority of India (SAI)

And

[Name of Supplier]

Dated

SECTION VIII (A)

CONTRACT AGREEMENT FORM
CONTRACT FOR PROCUREMENT OF SPORTS KIT OF NATIONAL COACHING CAMPERS
2018-19

This agreement is made this dayday of
BY AND BETWEEN the....., Sports Authority of India acting through <<Insert Name and Designation>>, Sports Authority of India, a Society registered under Societies Registration Act, 1860 having its office at Jawahar Lal Nehru Stadium Complex, Gate No. 10 (East Gate), next to MTNL Building, Lodhi Road, New Delhi- 110003 (herein after referred to as "SAI" which expression shall unless repugnant to the context or meaning thereof, includes its successor-office and assigns) of the ONEPART:

AND

(Name of Company) having its registered office at (Address of the Company), represented through <<Insert Name and Designation>> who is duly authorised to execute this Agreement) hereinafter referred to as 'Supplier' which expression shall unless repugnant to the context or meaning thereof, includes its successor- office and assigns) of the SECOND PART:

WHEREAS the Supplier shall supply the items within ____days/months and will deliver the same to ____ details of which are given in clause I of Section I to this office

Bid reference No dated..... at the rate quoted by the Supplier vide their proposal dated and as per all the terms and conditions given in Invitation for Bid (IFB) dated. and the Bid Document for supply of sport kits which shall become part and parcel of this agreement.

That the Supplier would raise demand and the payment shall be done in accordance with the relevant Clause of this Contract and Clause 13 (Liquidated Damages) of General (Commercial) conditions of the Contract.

The Performance Security will be en -cashed by "SAI" in case the Supplier fails to deliver items and/or breaches the terms and conditions of this contract.

Signatory on Behalf of Purchaser

(Signature, name and address Of the Purchaser's authorized official)
For and on behalf of, Sports Authority of India

Received and accepted this contract

SECTION – VIII (B)

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

Executive Director
Sports Authority of India
Netaji Subhas Regional Centre,
Sarojini Nagar, Kanpur Road,
Lucknow, (U.P.)
Pin-226008.

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

Date: [insert date (as day, month, and year) of Notification of Award]
and Contract No. _____

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

Beneficiary: Sports Authority of India, Netaji Subhas Regional Centre, Sarojini Nagar,
Kanpur Road, Lucknow, (U.P.) Pin-226008.

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number]

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

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

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

This Guarantee shall expire no later than the [insert number] day of [insert month] [insert year], and any demand for payment under it must be received by us at this office on or before that date. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[Signatures of authorized representatives of the bank and the Supplier]

SECTION – VIII (C)

INSPECTION & ACCEPTANCE CERTIFICATE

Certified that the following store(s) has/ have been received in full & good condition as per the contract specifications and terms & conditions of contract:

1. Contract No. & Date : _____
2. Supplier's Name & Address : _____
3. Consignee : _____
4. Name of the item supplied : _____
5. Quantity Supplied & Received : _____
6. Date of Receipt by the Consignee : _____
7. Damages/Shortages/Recoveries : _____
8. Remarks, if any : _____

9. Ledger Entry Details : _____

() () ()

Signatures of Inspection & Acceptance Committee Members

Counter signed by Head of the Centre with stamp

Date: _____

Place: _____

