

# E- Tender Document

# for Supply of Non Consumable Sports Equipment

at

# SPORTS AUTHORITY OF INDIA, UDHAV DAS MEHTA (BHAI JI), CENTRAL REGIONAL CENTRE, GRAM GORA BISHENKHERI,

# POST SURAJ NAGAR,

# BHOPAL (MADHYA PRADESH) PIN- 462044

# Telephone: 0755- 2696930, 2696924, Fax: 0755- 2696811

Websites: http://sportsauthorityofindia.nic.in & http://saicrc.in

# UDHAV DAS MEHTA (BHAI JI) CENTRAL REGIONAL CENTRE

Gram Gora, Bishenkheri, Suraj Nagar, Bhopal (MP)- 462044 Email: - <u>rdsaibho-mp@gov.in</u> Tel: 0755-2696930-24, 2696811(fax)

Bid Reference No.: 86/SAI/RDCC/Equip./Non Consumable/2017-18 Date: 11.12.17

# **INVITATION FOR BID (IFB)**

Sports Authority of India, Central Regional Centre, Bhopal invites **online Bids on two-bid system for Supply of Non Consumable Sports Equipment** from reputed & registered agencies/company/firm. Tender forms can be downloaded from the CPP Portal <u>http://eprocure.gov.in/eprocure/app</u> & <u>http://sportsauthorityofindia.nic.in</u>

1) The bidders are requested to read the tender document carefully and ensure compliance with all specifications/instructions herein. Non-compliance with specifications/instructions in this document may disqualify the bidders for the tender exercise. The Regional Director, SAI CRC Bhopal, reserves the right to select the firm or to reject any bid wholly or partly without assigning any reason. Incomplete tenders, amendments and additions to tender after opening or late tenders are liable to be ignored and rejected.

| Scope of<br>Work   | Amount of Bid<br>Security(EMD) in Rs.  | Bidding Document<br>Cost. (Rs.)                               |  |  |
|--|--|---|--|--|
| Supply of Non<br>Consumable Sports<br>Equipment at SAI<br>CRC Bhopal for the<br>year 2017-18 | Rs.2.50 lac<br>(Rupees two lac fifty<br>thousand only)   | <b>Rs.1000/-</b><br>(Rs. One Thousand only)<br>Non Refundable |  |  |
|  | Scanned copy of Earnest Money (Bid Security) & tender fea<br>are to be uploaded online and Hard Copy of same must be<br>sent to the office of Regional Director, SAI CRC Bhopal, Gran<br>Gora, Bishenkheri, Post Suraj Nagar, Bhopal Pin-462044 on o<br>before Bid Submission Date & Time as mentioned in Critica<br>Date Sheet, If hard copy of the same not received on or before<br>bid closing date & time, the tender will be rejected. |   |  |  |

# **CRITICAL DATE SHEET**

| Publication of the Tender Document     | 12.12.2017(02:00 PM)  |
|--|-----------------------|
| Downloading of Bid Document Start Date | 13.12.2017 (11:00 AM) |
| Bid Submission Start Date              | 13.12.2017 (11:00 AM) |
| Bid Submission End Date                | 03.01.2018 (04:00 PM) |
| Clarification Start Date               | 13.122017 (11:00 AM)  |
| Clarification End Date                 | 26.12.2017 (06:00 PM) |
| Bid Opening Date                       | 04.01.2018 (04:00 PM) |

- 2. Bidder may also download the Bidding Documents from the web sitewww.sportsauthorityofindia.nic.in, www.saicrc.in & CPP Portal of Govt. of India i.e. http://eprocure.gov.in/eprocure/app Bidders shall ensure that their Bids, complete in all respect 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 CPP website: <u>http://eprocure.gov.in/eprocure/app</u> Tenderers/Bidders are advised to follow the instructions provided in the **clause 1 of Instruction to Bidder** for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <u>http://eprocure.gov.in/eprocure/app</u>
- 4. Tenderer who has downloaded the tender from the Central Public Procurement Portal (CPP) website <u>http://eprocure.gov.in/eprocure/app</u>and SAI website <u>www.sportsauthorityofindia.nic.in</u> **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. CPP Intending tenderers are advised to visit again website and http://eprocure.gov.in/eprocure/app SAI website www.sportsauthorityofindia.nic.in at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.
- 6. Manual bid will not be accepted.

(Meena Bora) Regional Director SAI CRC Bhopal

# **INSTRUCTIONS TO BIDDERS (ITB)**

#### 1. Introduction for online bid submission:

1.1 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. For more information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in// eprocure/app.

#### 1.2 **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 accounts.
- (iii) Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- (iv) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/TCS/nCode/ eMudhra etc.), with their profile.
- (v) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- (vi) Bidder then login to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

#### **1.3 SEARCHING FOR TENDER DOCUMENTS:**

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

#### **1.4 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 technical bid documents to be submitted as indicated in the tender document, <u>they can be in PDF format</u>. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- (iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### 1.5 **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 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) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- (vi) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (vii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (viii) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.
- (ix) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- (x) The tenders will be received online through portal <u>http://eprocure.gov.in/eprocure/app</u>. In the Technical Bids, the bidders are required to upload all the documents in .pdf format. All bids (both Technical and Financial should be submitted in the E-procurement portal).

#### 1.6 ASSISTANCE TO BIDDERS

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender.
- (ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005 Mobile : +91 8826246593 and E-Mail : support-eproc@nic.in

#### 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. Amendments to Bidding Documents

- 3.1 At any time prior to the deadline for submission of Bids, the Tender Inviting Authority may, for any reason deemed fit, modify the Bidding Documents by issuing suitable amendment(s) to it.
- 3.2 Such an amendment to the Bidding documents will be uploaded on CPP portal, SAI website <u>www.sportsauthorityofindia.nic.in</u> and SAI, CRC Bhopal website <u>www.saicrc.in</u> only.

- 3.3 Prospective Bidders are advised in their own interest to visit above mentioned websites for any amendment etc. before submitting their Bids.
- 3.4 Before formulating the Bid and submitting the same to the Tender Inviting Authority, the Bidder should read and examine all the terms, conditions, instructions etc. contained in the Bidding Documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Bidding Documents may result in rejection of its Bid.

#### 4. MODE OF SUBMISSION OF TENDER

4.1 The bidder/Supplier has to submit online bids through e-procurement portal <u>http://eprocure.gov.in/eprocure/app</u> Technical bid (Cover 1) & Financial bid (Cover 2).

#### **COVER-1 : TECHNICAL BID**

The technical bid must be accompanied with the following documents:-

# TECHNICAL BID, UPLOAD THE FOLLOWING DOCUMENTS IN THE TECHNICAL BID :-

- a. Scanned copy of Tender Fee against payment of Tender Document downloaded from the CPP portal along with <u>Annexure-I.</u>
- b. Scanned copy of Demand Draft on account of Earnest Money Deposit (EMD) as per <u>Annexure-I.</u>
- c. Documents required Eligibility Criteria as per <u>Annexure-II</u> along with the documentary proof.
- d. Bidder/Agent who quotes for items manufactured by the other manufacturer shall furnish scanned copy of Manufacturer's Authorization Form as per **Annexure-III.**
- e. Certificate of Incorporation/ Registration Certificate of the firm / Company/Agency.
- f. Certificates of satisfactory performance in supply of similar sport equipment items as stipulated in <u>Annexure-IV.</u>
- g. National Electronic Fund Transfer (NEFT Form) as per <u>Annexure-V</u> for payment in Indian Rupee.
- h. Bid submission form as per Annexure-VI.
- i. Bidder declaration form as per Annexure-VII.
- j. Undertaking that the quoted equipments is fulfilling the specification approved by National/International Federation/Association as per <u>Annexure-VIII.</u>
- k. Affidavit in Judicial stamp paper of Rs.100/- as per <u>Annexure-IX</u>. This original affidavit forwarded to office of Regional Director, SAI CRC Bhopal along with EMD & Tender cost & scanned copy of the same should be uploaded in the CPP Portal at the time of uploading the technical bid.

- l. Certificate of Chartered Accountant showing annual turnover of Rs.1 Crore in average for the last three financial years 2014-15, 2015-16, 2016-17. Copies of Balance Sheet, Profit and Loss Account statement etc must be enclosed.
- m. Income Tax returns filed for the last three financial years 2014-15, 2015- 16, 2016- 17.
- n. PAN No.
- o. GST Registration Certificate
- p. Sales Tax Registration Certificate
- q. Valid TIN (Tax Payer Identification Number)
- r. Valid subsisting license/Authorized Agent certificate.
- s. Registration Certificate of Partnership concern/company, duly registered copy of Partnership Deed/MOA of Company
- t. Details of supply in Government Sector including certificate highlighting the necessary experience from the respective clients for the last three (03) years.
- u. General Information of the Bidder.
- v. Clause by clause compliance demonstrating substantive responsiveness by signing and stamping on all the pages of the original bid document by authorized person(s).
- **Note-1:** The bidding companies/firms/agencies are required to attest (self attestation) the 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 tender document.

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

#### **COVER - 2 : FINANCIAL / PRICE BID**

Financial offer should be submitted **in PDF** as per the format as per **Annexure-X through CPP Portal.** 

- 4.2 The bidder shall state the basic price inclusive of all levies, transportation, delivery, GST, VAT taxes & all other charges. The basic unit price needs to be indicated individually against the items, the bidder proposed to supply. The offer shall be in Indian Rupees only.
- 4.3 Bidder shall quote only one price for each item.
- 4.4 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.

- 4.5 It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all required documents in addition to above, if any.
- 4.6 All pages of the Bid should be page numbered and indexed.
- 4.7 The authorized signatory of the Bidder must sign the Bid duly stamped at appropriate places and initial all the remaining pages of the Bid.
- 4.8 No condition shall be attached to the Financial Bid. Such a bid shall be summarily rejected.

# Note: All documents should be uploaded in PDF format as per prescribed format.5. Bid Prices

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. However.

#### 6. Alternative Bids – "Not Applicable"

#### 7. Documents Establishing Bidder's Eligibility and Qualifications

- 7.1 Pursuant to ITB clause, 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.
- 7.2 The documentary evidence needed to establish the Bidder's qualifications shall fulfill the following requirements:
  - a) In case the Bidder offers to supply goods which are manufactured by some other firm and the Bidder has been duly authorized by the goods manufacturer to quote for and supply the goods to the purchaser, the Bidder shall submit the manufacturer's authorization form to this effect as per the standard form provided under as per <u>Annexure-III</u> in this document.
  - b) The Bidder and manufacturer meets the qualification criteria incorporated in the <u>Annexure-II.</u>

#### 8. EMD/Bid Security & Tender Cost

- 8.1 The Bidder shall furnish Tender cost & Bid Security, for an amount as shown in under **sub-clause 8.2 & 8.3**. The Bid Security is required to protect SAI interest against the risk of the Bidder's unwarranted conduct as amplified under sub-clause 8.7 below. Non submission of bid security will be considered as major deviation and Bid without bid security will not be considered.
- 8.2 **Tender Cost:** The bidder should submit a demand draft of **Rs. 1,000/-(Rupees One Thousand only)** towards non-refundable **tender fee, drawn in favour of "Regional Director, SAI CRC Bhopal"** payable at Bhopal in a sealed envelope superscribed as **"Tender fee & Tender No. 86/SAI/RDCC/Sports Equip./Non Consumable/2017-18 dated 11<sup>th</sup> December, 2017"** on or before last date & time of submission of bids. In the absence of tender cost & EMD, the tender will be rejected.

8.3 EMD/ Bid Security: Bidder should furnish an EMD of an amount of Rs.2,50,000/-(Rupees two lac fifty thousand Only) in the shape of DD from a scheduled bank in India drawn in favour of "Regional Director, SAI CRC Bhopal" payable at Bhopal. This EMD should be submitted in sealed envelope super-scribed as EMD & Tender No. 86/SAI/RDCC/Sports Equip./Non Consumable/2017-18 dated 11<sup>th</sup> December, 2017" on or before last date & time of submission of bids. In the absence of tender cost & EMD, the tender will rejected. In the event of the awardee bidder backing out, EMD of that bidder will be forfeited.

This envelope having tender fee & EMD should reach to the Office of Regional Director, Sports Authority of India, Central Regional Centre, Gram Gora, Bishenkheri, Post Suraj Nagar, Bhopal, Madhya Pradesh Pin-462044 on or before last date & time of submission of bid , i.e. on or before 04:00 pm, 3<sup>rd</sup> January, 2018.

- 8.4 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.
- 8.5 The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the Bid. As validity period of Bid as per Clause 9 of ITB is 180 days, the Bid Security shall be valid for 225 days from the date of opening of Techno Commercial Bid.
- 8.6 Unsuccessful Bidders' Bid Security will be returned to them without any interest, after expiry of the Bid validity period, but not later than thirty days after conclusion of the resultant contract. Successful Bidder's earnest money will be returned without any interest, after receipt of performance security from that Bidder.
- 8.7 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 SAI. The successful Bidder's Bid Security will be forfeited without prejudice to other rights of SAI if it fails to furnish the required performance security within the specified period.

# 9. Bid Validity

- 9.1 The Bid shall remain valid for acceptance for a period of 180 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.
- 9.2 In exceptional cases, the Bidders may be requested by the Tender Inviting Authority to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid and they are also to extend the validity period of the Bid Security accordingly. A Bidder, however, may not agree to extend its Bid validity without forfeiting its Bid Security.
- 9.3 In case the day up to which the Bids are to remain valid falls on or subsequently declared a holiday or closed day for SAI, the Bid validity shall automatically be extended up to the next working day.

#### 10. Signing of Bid

- 10.1 The Bidders shall submit their Bids as per the instructions contained in ITB.
- 10.2 Bid shall be typed and the same shall be signed by the bidder or by a person(s) who has been duly authorized to bind the bidder to the contract and upload in PDF format.
- 10.3 The bid shall be duly signed at the appropriate place as indicated in the Bidding Documents and all other pages of the Bid. The Bid shall not contain any erasure or overwriting.
- 10.4 Bidding Document seeks following **Two Bid System**, in two parts. First part will be known as **'Technical Bid'**, and the second part **'Price Bid'** as specified in clause-4 of ITB.

#### 11. Submission of Bids

Online bids have been invited and bidder should submit their bid as per instructions given for online submission under **ITB-4**.

#### 12. Submission of Sample/Catalogue

- 12.1 Bidder is required to quote for only one of its best and economical brand of equipment and one sample of each item should be submitted. All the samples should be clearly marked with name & address of the firm **(Appendix-I).**
- 12.2 One sample of each item approved by National/International Federation/Association is required to be submitted. If submitting of sample is not feasible, **detailed catalog with specification must be submitted along with technical bids.**
- 12.3 A catalog of items/equipments for which bids are submitted must be supplied along with the samples to be submitted.
- 12.4 All bidder's are required to mentioned the Name of firm and Brand name on each sample and all the samples of each discipline wise must be properly packed in envelops and to be submitted in a sealed bag/box which will be opened and counted in front of the tenderer by the committee.
- 12.5 The supply order can be terminated or cancelled summarily by SAI in whole or in part any time, if the supply made by the manufacturer/ supplier is not found according to the sample approved or in case supply is not received within stipulated time, and Regional Director, SAI Central Regional Centre, Bhopal feels that it cannot be used for the event/camp/practice for which it was requisitioned.
  - Note: Sample/Catalog should reach to the Office of Regional Director, Sports Authority of India, Central Regional Centre, Gram Gora, Bishenkheri, Post Suraj Nagar, Bhopal, Madhya Pradesh Pin-462044 on or before last date & time of submission of bid, i.e. on or before 04:00 pm, 3<sup>rd</sup> January, 2018.

#### 13. **Opening of Bids**

13.1 The Tender Inviting Authority will open the Bids at the specified date and time and at the specified place as indicated in the **Critical Date Sheet**.

- 13.2 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.
- 13.3 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 acknowledgement letter of bid submission.
- Two Bid system as mentioned in Para 4 and 11 above will be as follows. The Technical 13.4 Bids are to be opened in the first instance, at the prescribed time and date as indicated in IFB Critical Date Sheet. 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 services offered, Completion 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 sample selection process of the technically eligible firms will taken after selection of sample by the committee. Then, the third stage the Price Bids of only the Technically eligible firm & sample selection acceptable offers (as decided in the first stage & second stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical Bid & sample selection. The prices, special discount if any, offered etc., as deemed fit by Bid opening official(s) will be read out.

# 14. Scrutiny of Bids

- 14.1 The Tender Inviting Authority will examine the Bids to determine whether they are complete, whether the documents have been properly signed, stamped and whether the Technical Bids are generally in order.
- 14.2 Prior to the evaluation of Financial 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 bid document.
- 14.3 If a Bid is not substantially responsive, it will be rejected by SAI.

# 15. Qualification Criteria

Bids of the Bidders, which do not meet the required Qualification Criteria prescribed in **Clause 4 of ITB & bidder eligibility criteria as per Annexure-II**, will be treated as non-responsive and will not be considered further.

# 16. Evaluation for total requirement - "NOT APPLICABLE"

#### 17. Comparison of Bids and Award Criteria.

17.1 The contract may be awarded to the lowest responsive Bidder who meets the laid down Qualification Criteria and submits the required Bid documents and accept the other terms & conditions.

- 17.2 The Tender Inviting Authority reserves the right to give the price preference/ purchase preference as per the 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.
- 17.3 The purchase will be strictly done based on the availability of fund hence SAI has the right to reduce or increase the quantity while placing order.

#### 18. SAI's Right to accept any Bid and to reject any or all Bids

SAI reserves the right to accept in part or in full any Bid, or reject any or more Bid(s) without assigning any reason or to cancel the Biding process and reject all Bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected Bidder or Bidders.

#### 19. Variation of Quantities at the Time of Award/ Currency of Contract

At the time of awarding the contract or during the currency of the Contract, the Purchaser reserves the right to increase or decrease, the quantity of goods and equipment mentioned in <u>Appendix-I</u> (rounded off to next whole number) without any change in the unit and other terms & conditions quoted by the Bidder. Such variation in quantity will not in any manner effect the price of the unit.

#### 20. Notification of Award

- 20.1 Before expiry of the Bid validity period, SAI will notify the successful Bidder(s) in writing, by registered / speed post or by fax/ email/sms etc. (to be confirmed by registered / speed post) that its Bid for said purpose, which have been selected by SAI, has been accepted, also briefly indicating there in the essential details like quantity of required equipments and completion period, corresponding prices accepted.
- 20.2 The successful Bidder must furnish to the required Performance Security to SAI within 15 days from the date of dispatch 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 clause no. 1 in GENERAL TERMS & CONDITIONS.
- 20.3 The Notification of Award shall constitute the conclusion of the Contract.

#### 21 Issue of Contract

21.1 The Purchaser reserves the right to issue the Notification of Award supplier wise and schedule wise.

#### 22 Non-receipt of Performance Security

Failure of the successful Bidder in providing Performance Security, the Bidder will be liable for forfeiture of its bid security and, also, for further actions by SAI against it as per the tender document & other administrative actions as deemed fit by the SAI.

#### 23 Corrupt or Fraudulent Practices

It is required by all concerned namely the Bidders to observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the SAI: -

- 23.1 will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
- 23.2 will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by the SAI if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or gross/deliberate negligence in executing the contract.
- 23.3 SAI reserves the right not to conclude supply order and in case supply order 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.

I have read carefully and understood all the terms & conditions of the Tender and hereby undertake to abide by same.

**Authorized Signature** 

Name & Address of the firm with seal

# Detail of Tentative Requirement & Technical Specification

| S.N. | Name of Sports Equipment        | Discipline | Qty. | Unit | Specification   |
|------|---------------------------------|------------|------|------|---|
| 1.   | Limb 35 # 66"                   | Archery    | 06   | Nos. | Standard Specification<br>Approved by Concerned<br>International/National<br>Federation |
| 2.   | Limb 38 # 68"                   | Archery    | 06   | Nos. | do  |
| 3.   | Limb 40 # 68"                   | Archery    | 04   | Nos. | do  |
| 4.   | Limb 40 # 66"                   | Archery    | 05   | Nos. | do  |
| 5.   | Limb 40 # 68"                   | Archery    | 04   | Nos. | do  |
| 6.   | Limb 40 # 38"                   | Archery    | 04   | Nos. | do  |
| 7.   | Limb 40 # 70"                   | Archery    | 05   | Nos. | do  |
| 8.   | Limb 34 # 66"                   | Archery    | 04   | Nos. | do  |
| 9.   | Handle Inno Ext 25"             | Archery    | 10   | Nos. | do  |
| 10.  | Sighter Shibuya Japan           | Archery    | 20   | Nos. | do  |
| 11.  | Chest Guard                     | Archery    | 20   | Nos. | do  |
| 12.  | Arm Guard                       | Archery    | 20   | Nos. | do  |
| 13.  | Short Bar                       | Archery    | 13   | Nos. | do  |
| 14.  | V. Bar                          | Archery    | 15   | Nos. | do  |
| 15.  | Clicker / Bitter                | Archery    | 30   | Nos. | do  |
| 16.  | Arrow Rest Metal (Single Pin)   | Archery    | 100  | Nos. | do  |
| 17.  | Arrow Rest Plastic              | Archery    | 215  | Nos. | do  |
| 18.  | Plunger Button (Master)         | Archery    | 35   | Nos. | do  |
| 19.  | Spin Wing Vens                  | Archery    | 100  | Pkt. | do  |
| 20.  | String Spool - Fast Flight      | Archery    | 18   | Nos. | do  |
| 21.  | Serving Thread                  | Archery    | 110  | Nos. | do  |
| 22.  | G. Nock - 98                    | Archery    | 1000 | Nos. | do  |
| 23.  | G. Nock - 88                    | Archery    | 1000 | Nos. | do  |
| 24.  | Pin Nock Large                  | Archery    | 1025 | Nos. | do  |
| 25.  | Pin Nock Small                  | Archery    | 1025 | Nos. | do  |
| 26.  | Target Face 122 CM              | Archery    | 400  | Nos. | do  |
| 27.  | Target Face 80 CM               | Archery    | 400  | Nos. | do  |
| 28.  | Target Face 40 CM               | Archery    | 400  | Nos. | do  |
| 29.  | Target Buttress Bosses          | Archery    | 30   | Nos. | do  |
| 30.  | Arrow Lininer                   | Archery    | 10   | Nos. | do  |
| 31.  | Finger Tab (30 Large, 30 Med. & | Archery    | 90   | Nos. | do  |
| 32.  | Target Stand                    | Archery    | 30   | Nos. | do  |
| 33.  | X 10 Pin                        | Archery    | 65   | Pkt. | do  |
| 34.  | Bow Stand                       | Archery    | 20   | Nos. | do  |
| 35.  | Serving Jig                     | Archery    | 20   | Nos. | do  |
| 36.  | String Jig                      | Archery    | 02   | Nos. | do  |
| 37.  | ACE Easton Arrow - 520          | Archery    | 07   | Doz. | do  |
| 38.  | ACE Easton Arrow - 620          | Archery    | 04   | Doz. | do  |
| 39.  | ACE Easton Arrow - 570          | Archery    | 07   | Doz. | do  |
| 40.  | ACE Easton Arrow - 620          | Archery    | 10   | Doz. | do  |
| 41.  | ACE Easton Arrow - 670          | Archery    | 10   | Doz. | do  |
| 42.  | X 10 Arrow - 500                | Archery    | 08   | Doz. | do  |
| 43.  | X 10 Arrow - 550                | Archery    | 09   | Doz. | do  |
| 44.  | X 10 Arrow - 600                | Archery    | 10   | Doz. | do  |
| 45.  | X 10 Arrow - 650                | Archery    | 13   | Doz. | do  |

| 46. | X 10 Arrow - 700             | Archery       | 13  | Doz. | do |
|-----|------------------------------|---------------|-----|------|----|
| 47. | X 10 Arrow - 750             | Archery       | 02  | Doz. | do |
| 48. | Extension Rod                | Archery       | 25  | Nos. | do |
| 49. | ACE Pin                      | Archery       | 30  | Pkt. | do |
| 50. | Limb - Saver                 | Archery       | 50  | Nos. | do |
| 51. | ACE Break off Point          | Archery       | 50  | Pkt. | do |
| 52. | X - 10 Break off Point       | Archery       | 65  | Pkt. | do |
| 53. | Jr. Indian Round Bow (Bombo) | Archery       | 40  | Nos. | do |
| 54. | Bombo Arrow                  | Archery       | 200 | Nos. | do |
| 55. | Quiber                       | Archery       | 30  | Nos. | do |
| 56. | Marker Machine 8 Lane        | Athletic      | 02  | Nos. | do |
| 57. | Short Toe board (New Model)  | Athletic      | 02  | Nos. | do |
| 58. | Jumping Box Medium/Small     | Athletic      | 10  | Nos. | do |
| 59. | Football Field Line Marker   | Football      | 01  | Nos. | do |
| 60. | Football Training Opponent   | Football      | 06  | Nos. | do |
| 61. | Judo Mats                    | Judo          | 120 | Nos. | do |
| 62. | Karate Mats                  | Karate        | 170 | Nos. | do |
| 63. | Taekwondo Mats               | Taekwondo     | 02  | Set  | do |
| 64. | Sanshu kit (Red & Blue)      | Wushu         | 60  | Nos. | do |
| 65. | Taolu Arena                  | Wushu         | 01  | Nos. | do |
| 66. | Talou Dress                  | Wushu         | 20  | Set  | do |
| 67. | Cone                         | Miscellaneous | 350 | Nos. | do |

#### Note:

# 1. All the above items should approved by International/National Federations/Associations & a certificate for each case should be submitted.

- 2. Installation Commissioning & onsite training for operation of equipment, wherever applicable, shall be provided by the supplier free of cost.
- 3. Software up-gradation, if any, during the Guarantee/Warranty shall be provided by the Supplier free of cost.

#### 4. **Delivery Address Details:**

The office of Regional Director, Sports Authority of India, Central Regional Centre, Gram Gora, Bishenkheri, Post- Suraj Nagar, Bhopal 462044

# Appendix-II

# CHALLAN FOR SAMPLE SUBMISSION

# Bid Reference No.: 86/SAI/RDCC/Sports Equip./Non Consumable/2017-18 Dated: 11.12.17

Challan No. & Date...... (Listing items as per order mentioned in the Tender Enquiry under submission)

VAT/Sales Tax No: .....

And Date: .....

PAN. NO.

Date:....

BID REFERENCE NO.:....

EMD BANK DRAFT NO:.....

And Date:....

For Rs .....

# (Complete Address in Capital letter)

| S.No. | Name of item | Brand | Technical details | No. of Sample |
|-------|--------------|-------|-------------------|---------------|
|       |              |       |                   |               |
|       |              |       |                   |               |
|       |              |       |                   |               |
|       |              |       |                   |               |
|       |              |       |                   |               |
|       |              |       |                   |               |

# (AUTHORIZED SIGNATORY AND STAMP)

NOTE: - ONE PERFORMA BE USED FOR ONE BRAND ONLY.

**Authorized Signature** 

Name & Address of the firm with seal

#### **1.** Performance Security

- 1.1 The supplier, shall furnish performance security in advance to the Purchaser for an amount equal to ten percent of the total value of the supply order, within fifteen days from date of the issue of Award letter by the purchaser, valid up to sixty days after warranty period from the date of acceptance of the goods by the consignee, failing which the bid security will be forfeited and the award will be cancelled
- 1.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract in the forms of Demand Draft drawn from any scheduled bank in India drawn in favour of **"Regional Director, SAI CRC Bhopal"** payable at **Bhopal.**
- 1.3 The competent authority of SAI CRC Bhopal will release the Performance Security without any interest to the supplier on successful completion of the supplier's all contractual obligations including the warranty obligations.

# 2. Technical Specifications and Standards

The Goods & equipment to be provided by the supplier under this tender document shall conform to the technical specifications approved by National/International Federation Specifications' under <u>Appendix-I</u> of this document.

#### 3. 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.

#### 4. Inspection, Testing and Quality Control

- 4.1 The Supplier should satisfy himself that the stores are in accordance with the terms of the tender document and fully conform to the required specification by carrying out a thorough pre-inspection of each lot of the stores before actually delivering the same to the consignee.
- 4.2 In normal course the Stores will be supplied by the supplier on the basis of Manufacturers own Pre-dispatch Inspection Certificate. However, purchased goods accepted by the purchaser/consignee and/or its authorized representative during inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the Warranty **Clause- 8 of General Terms & Conditions**.

- 4.3 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 it's nominated representative(s).
- 4.4 For such inspections and tests which are conducted in the premises of the supplier or its sub-supplier(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.
- 4.5 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.
- 4.6 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 and other formalities 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.
- 4.7 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-dispatch inspection mentioned above.

# 5. Terms of Delivery

Goods shall be delivered by the supplier within 15 days from the date of submission the **performance security** with the terms of delivery specified in the tender document.

# 6. Insurance:

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

# 7. Incidental services:

Subject to the stipulation, if any, in Schedule of Requirements <u>Appendix-I</u> and the Technical Specification <u>Appendix-I</u>, the supplier shall be required to perform the following services.

- i) Installation and Demonstration of the goods
- ii) On Site Training of Purchaser's Staff.
- iii) Supplying required number of operation & maintenance manual for the goods

# 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 tender document. 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 <u>This warranty shall remain valid for one Year after the goods have been</u> <u>delivered at the final destination and accepted by the Purchaser in terms of</u> <u>the contract.</u>

- 8.3 The supplier shall, promptly repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination on site. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Purchaser for such replaced parts/goods thereafter.
- 8.4 If the supplier, having been notified, fails to rectify/replace the defect(s) promptly, the Purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the Purchaser may have against the supplier.
- 8.5 Supplier shall carry sufficient inventories to assure ex-stock supply of Non Consumable spares for the goods so that the same are supplied to the Purchaser promptly on receipt of order from the purchaser.

# 9. Prices

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

# 10. Taxes, Duties

10.1 Supplier shall be entirely responsible for all taxes, duties, levies etc. incurred until delivery of the contracted goods to the purchaser.

# **10.2** Sales tax/VAT, Freight Charges, GST tax, transportation charges, F.O.R. & all other charges including in financial bid offer rates.

**10.3** 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 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**

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

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

Hundred percent (100%) payment of the contract price subject to recoveries / liquidated damages/shortages etc., if any, shall be paid on receipt of goods in good condition (including installation & commissioning) and up on submission of the following documents:

- (i) Supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Packing list identifying contents of each package;
- 11.2 The payment shall be made in the currency / currencies authorized in the tender document.
- 11.3 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.
- 11.4 All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/RTGS systems as per the NEFT Mandate From attached as per **Annexure-V.**

# **12.** Delay in the supplier's performance.

- 12.1 The supplier shall deliver the goods and perform the services under the tender document within the time schedule specified by the Purchaser as incorporated in the tender document.
- 12.2 Subject to the provision of Force Majeure under GENERAL TERMS & CONDITIONS clause 16, 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 tender document, 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 anamendment to the contract.
- 12.4 When the period of delivery is extended by the supplier, the amendment letter extending the delivery period shall, interalia contain the following conditions:
  - (a) The Purchaser shall recover from the supplier, under the provisions of the clause 13 of the General Terms & Condition, 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, sales tax/CST/VAT/CENVAT, Service Tax and Works Contract Tax 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, sales tax/ CST/VAT/CENVAT, Service Tax/GST and Works Contract Tax 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 dispatch the goods 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 dispatch. 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.

# 13. Liquidated damages

Subject to the provision of Force Majeure under GENERAL TERMS & CONDITIONS clause 16, 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) thereof granted by the Purchaser pursuant to GENERAL TERMS & CONDITIONS sub-clauses 12.23 and 12.3.
- 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

If the supplier becomes bankrupt or otherwise insolvent, the Purchaser reserves the right to terminate the award letter 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 Unless Notwithstanding the provisions contained in GENERAL TERMS & CONDITIONS clauses 13, 14 and 15, 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 cancelled the award letter without any financial repercussion on either side.
- 16.5 In case due to a Force Majeure event the Purchaser is unable to fulfill its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above subparagraphs.

# **17.** Termination for convenience

- 17.1 The Purchaser reserves the right to cancelled the award letter, 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.
- 17.2 The goods and equipment which are complete and ready in terms of the tender document for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser may decide:
  - a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
  - b) To cancel the remaining portion of the goods and services.

# 18. With holding 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 tender document against the Supplier, 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 Supplier and for the purpose aforesaid, the Purchase shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Supplier, 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 Supplier under the same contract or any other contract with the Purchaser or the Government, pending finalization or adjudication of any such claim and that The Supplier 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 Supplier.

# **19.** Resolution of disputes

19.1 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.

- 19.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the Purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with the contract, such dispute or difference. Which will be referred to the sole arbitrator, appointed by the Director General (Sports Authority of India). The award of the arbitrator will be final and binding on the parties of the Contract.
- 19.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Bhopal (Madhya Pradesh), India.
- 19.4 The courts of Bhopal (Madhya Pradesh), will have the exclusive jurisdiction to try the disputes.

#### 20. Applicable Law

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

I have read carefully and understood all the terms & conditions of the Tender and hereby undertake to abide by same.

**Authorized Signature** 

Name & Address of the firm with seal



Annexure-I

#### UDHAV DAS MEHTA (BHAI JI) CENTRAL REGIONAL CENTRE

Gram Gora, Bishenkheri, Suraj Nagar, Bhopal (MP)- 462044 Email: - <u>rdsaibho-mp@gov.in</u> Tel: 0755-2696930-24, 2696811(fax)

Bid Reference No.: 86/SAI/RDCC/Sports Equip./Non Consumable/2017-18 Dated: 11.12.17

# <u>TENDER FOR SUPPLY OF NON CONSUMABLE SPORTS EQUIPMENT AT SPORTS</u> <u>AUTHORITY OF INDIA, CENTRAL REGIONAL CENTRE, BHOPAL</u> <u>FOR THE YEAR 2017-18</u>

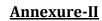
# **EMD:** DETAILS OF EMD/BID SECURITY DEPOSITED

| 1. | Name of Bidder/Tenderer      |  |
|----|------------------------------|--|
|    | Details of EMD/Bid Security: |  |
|    | Draft No. & Date             |  |
|    | Name of Bank & Branch        |  |
|    |                              |  |
|    | Amount                       |  |

# **TENDER COST:** DETAILS OF TENDER COST DEPOSITED

| 1. | Name of Bidder/Tenderer  |  |
|----|--|--|
| 2. | Details of Tender cost:<br>Draft No. & Date<br>Name of Bank & Branch |  |
|    | Amount   |  |

| Signature of the bidder    |     |
|----------------------------|-----|
| Name of the authorized per | son |
| Name of the Firm & Seal    |     |





#### UDHAV DAS MEHTA (BHAI JI) CENTRAL REGIONAL CENTRE Gram Gora, Bishenkheri, Suraj Nagar, Bhopal (MP)- 462044 Email: - <u>rdsaibho-mp@gov.in</u> Tel: 0755-2696930, 2696811(fax)

Bid Reference No.: 86/SAI/RDCC/Sports Equip./Non Consumable/2017-18 Dated: 11.12.17

# <u>TENDER FOR SUPPLY OF NON CONSUMABLE SPORTS EQUIPMENT AT</u> <u>SPORTS AUTHORITY OF INDIA, CENTRAL REGIONAL CENTRE, BHOPAL</u> <u>FOR THE YEAR 2017-18</u>

#### **BIDDER'S ELIGIBILITY CRITERIA**

The following details /documents /certificates issued by the concerned Authorities in respect of the bidder are required to be submitted:

| Sr. No. | Description   | Confirmation<br>(Yes/No) | Proof<br>Attached<br>at Page No. |
|---------|---|--------------------------|----------------------------------|
| 1.      | Registration certificate from Govt. of<br>India/State Govt. for relevant field.<br>Copy of relevant certificates should be<br>attached.   |                          |                                  |
| 2.      | Director/Proprietors, Chief Executive of the<br>firm should also be enclosed with proof of<br>ownership.  |                          |                                  |
| 3.      | Attach copy of PAN Number of<br>Firm/Proprietor   |                          |                                  |
| 4.      | Attached copy of GST Registration   |                          |                                  |
| 5.      | Attached copy of TIN No./ VAT No.   |                          |                                  |
| 6.      | Copies of ITR for last three preceding years (i.e attach for the year 2014-15, 2015-16 and 2016-17)   |                          |                                  |
| 7.      | Attested Copies of Balance Sheet duly<br>Certified/Audited by CA showing minimum<br>average turnover of Rs.1 Crore in (Profit &<br>Loss A/c & Balance sheet) during last three<br>years (i.e attach for the year 2014-15, 2015-<br>16 and 2016-17). |                          |                                  |

| 8.  | An undertaking that the quoted equipments<br>is fulfilling the specification approved by<br>concerned National/ International Federation<br><u>(Annexure-VII)</u>   |  |
|-----|---|--|
| 9.  | The manufacturer/bidder should have<br>successfully completed contracts/supply of<br>having supplied similar equipment of value<br>totaling more than Rs. 1 Crore each year<br>average, during the last three (03) years. <b>as</b><br><b>per Annexure-IV</b> |  |
| 10. | Affidavit in Judicial Stamp Paper of Rs.100/-<br>Enclosed at Annexure IX.   |  |
| 11. | If the tenderer is not Manufacturer, then<br>distributer certificate from Principal<br>Manufacturer is to attached. <b>as per</b><br><b>Annexure-III</b>  |  |
| 12. | National Electronic Fund transfer (NEFT)<br>Form as per <b>Annexure-V</b> for payment in<br>Indian Rupee.   |  |

**Note:** Enclose copies of the relevant documents.

Signature and Seal of Bidder Name of the Firm & Address

.....

#### Annexure-III

#### **Manufacturer's Authorization Form**

То

The Regional Director Sports Authority of India Central Regional Centre Gram Gora, Bishenkheri, Post Suraj Nagar, Bhopal 462044

# Ref.: Your Bidding Document No.: 86/SAI/RDCC/Sports Equip./Non Consumable/2017-18 Dated: 11.12.17

| We,                             | who are proven and reputable                            |            |  |  |  |
|---------------------------------|---|------------|--|--|--|
| Manufacturer/exclusive distri   | butors of (nam  | ie and     |  |  |  |
| description of the goods offere | ed in the Bid) having factories/office at               |            |  |  |  |
|                                 | hereby authorize M/s                                    |            |  |  |  |
|                                 | (name and addre   | ess of the |  |  |  |
| agent) to submit a Bid, agains  | t your requirement as contained in the above referred B | Bidding    |  |  |  |
| Documents for the above good    | s manufactured/ distributed by us.                      |            |  |  |  |

We further confirm that no supplier or firm or individual other than Messrs. (name and address of the above agent) is authorized to submit a Bid, 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 \_\_\_\_\_\_from acceptance of goods by Purchaser as per Clause 8 of General Terms & Conditions. We further confirm that we shall continue to supply spare parts, software up- gradation for 03 years after guarantee/warranty.

Yours faithfully,

[Signature with date, name and designation]

For and on behalf of Messrs\_\_\_\_\_ [Name & address of the manufacturers]

Note : 1. This letter of authorization 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.

Bid Reference No.: 86/SAI/RDCC/Sports Equip./Non Consumable/2017-18 Dated: 11.12.17

# **PERFORMANCE STATEMENT**

(For the period of last three years)

Bid Reference No.

Date of opening

:\_\_\_\_\_

:\_\_\_\_\_

:\_\_\_\_\_

Name and address of the Bidder

| S. N. | Order<br>placed by<br>(full | ed by and date placed | Order<br>placed on | r Description Value of<br>on and quantity order<br>of Sports | Date of completion of<br>Contract |                    | Remarks<br>indicating<br>reasons for | Whather the<br>services<br>provided |                 |
|-------|-----------------------------|-----------------------|--------------------|--|-----------------------------------|--------------------|--------------------------------------|-------------------------------------|-----------------|
|       | address)                    |                       |                    | Equipment  |                                   | As per<br>contract | Actual                               |                                     | Satisfactorily? |
|       | 1                           | 2                     | 3                  | 4  | 5                                 | 6                  | 7                                    | 8                                   | 9               |
|       |                             |                       |                    |  |                                   |                    |                                      |                                     |                 |
|       |                             |                       |                    |  |                                   |                    |                                      |                                     |                 |
|       |                             |                       |                    |  |                                   |                    |                                      |                                     |                 |
|       |                             |                       |                    |  |                                   |                    |                                      |                                     |                 |
|       |                             |                       |                    |  |                                   |                    |                                      |                                     |                 |
|       |                             |                       |                    |  |                                   |                    |                                      |                                     |                 |

**Note:** The documents proof above performance statement must be attached.

Signature and seal of the Bidder

Annexure-V

# **NEFT MANDATE FORM**

# Bid Reference No.: 86/SAI/RDCC/Sports Equip./Non Consumable/2017-18 Dated: 11.12.17

То

Date.....

The Regional Director Sports Authority of India Central Regional Centre Gram Gora, Bishenkheri, Post Suraj Nagar, Bhopal 462044

#### 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.

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

[Signature with date, name and designation]

For and on behalf of Messrs\_\_\_\_\_

[Name & address of the bidder]

Enclose a copy of Crossed Cheque

#### **Annexure-VI**

#### **BID SUBMISSION FORM**

Date.....

The Regional Director Sports Authority of India Central Regional Centre Gram Gora, Bishenkheri, Post Suraj Nagar, Bhopal 462044

То

#### Ref.: Your Bidding Document No.: 86/SAI/RDCC/Sports Equip./Non Consumable/2017-18 Dated: 11.12.17

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 of sports equipment 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 <u>clause no. 01 under General</u> <u>Terms & Conditions</u> due performance of the contract.

We agree to keep our Bid valid for acceptance for 365 days or for subsequently extended period one year, 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 mentioned in the tender documents.

We further understand that you are not bound to accept the lowest or any Bid you may receive against your above-referred Bid Reference.

We confirm that there is no case pending with the police or any other investigating agency (ies) against the proprietor/firm/partner or the company.

We confirm that no near relative of ours is an employee in SAI who is connected with the award and executive of the contract.

We confirm that we are competent to contract and we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

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]

# Annexure-VII

Bid Reference No.: 86/SAI/RDCC/Sports Equip./Non Consumable/2017-18 Date: 11.12.17

# **DECLARATION**

1. I,------ Son/ Daughter / Wife of Shri ------Proprietor / Director /authorized signatory of the firm, mentioned above, am competent to sign this declaration and execute this tender document:

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

3. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/We, am/ are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

| Signature of authorized    |
|----------------------------|
| person                     |
| Name of the firm & Address |
|                            |
|                            |
|                            |
|                            |

Date: Place: Name: Seal:

Note: - The same to be furnished on company/firm letter head.

#### **Annexure-VIII**

Bid Reference No.: 86/SAI/RDCC/Sports Equip./Non Consumable/2017-18 Date: 11.12.17

#### SPECIFICATIONS AND ALLIED TECHNICAL DETAILS

ALL THE EQUIPMENTS AS PER DETAIL MENTIONED AT **APPENDIX-I** FOR WHICH TENDER HAS FLOATED AND FOR WHICH RATES HAVE BEEN QUOTED IN THIS OPEN TENDER BY THE SUPPLIER/MANUFACTURER. THE SPECIFICATION AND STANDARD ARE MUST HAVE BEEN APPROVED BY NATIONAL/INTERNATIONAL ASSOCIATION/FEDERATION OF CONCERN DISCIPLINE.

| Signature of the bidder    |     |
|----------------------------|-----|
| Name of the authorized per | son |
| Name of the Firm & Seal    |     |

#### Bid Reference No.: 86/SAI/RDCC/Sports Equip./Non Consumable/2017-18 Date:11.12.17

# FORMAT OF AFFIDAVIT FOR SUBMISSION OF THE OPEN TENDER ENQUIRY ON JUDICIAL STAMP PAPER

Certifying that the quality of equipments/goods quoted in the tender are correct and as per specifications and allied Technical details mentioned in <u>Appendix-I</u>. The concern party is liable to pay damage out of the Security in case of any defect. Regional Director (CC) may impose penalty as deemed fit & will have right to make recovery from Security or to make deduction from the bills.

**Authorized Signature** 

Name & Address of the firm with seal

# **FINANCIAL BID/ PRICE BID**

(To be enclosed with price bid in a separate cover marked "**Cover-2**")

#### Bid Reference No.: 86/SAI/RDCC/Sports Equip./Non Consumable/2017-18

Bidder Name & Address: .....

| S.N | Name of Item | Discipline | Description of the item | (A)        | (B)                           | (B)                                       | (A+B+C)              |
|-----|--------------|------------|-------------------------|------------|-------------------------------|---|----------------------|
|     |              |            |                         | Unit Price | GST/VAT/Sales                 | Freight/F.O.R/                            | <b>Offered Price</b> |
|     |              |            |                         | per Item   | TAX & other taxes<br>(In Rs.) | transport/delivery<br>& all other charges | (In Rs.)             |
|     |              |            |                         |            | if applicable                 | (In Rs.)                                  |                      |
|     |              |            |                         |            |                               | If applicable                             |                      |
|     |              |            |                         |            |                               |   |                      |
|     |              |            |                         |            |                               |   |                      |
|     |              |            |                         |            |                               |   |                      |
|     |              |            |                         |            |                               |   |                      |
|     |              |            |                         |            |                               |   |                      |
|     |              |            |                         |            |                               |   |                      |

#### **COMMERCIAL TERMS**

- 1. We hereby undertake that no extra charges on any account will be claimed except as mentioned above.
- 2. We hereby undertake to strictly abide by the Commercial and other terms laid down in the Tender.

(AUTHORIZED SIGNATORY] NAME IN BLOCK LETTERS SEAL OF THE TENDERER

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Dated: 11.12.17