



NORTHERN REGIONAL CENTRE

Vill- Joshi Chauhan, GT Karnal Road
Bahalgarh, Sonapat (Haryana)

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Tel: 0130-2380316, 2380317(fax)

OPEN TENDER ENQUIRY FOR PROCUREMENT OF SPORTS KIT FOR NATIONAL CAMPERS OF SAI NRC SONEPAT FOR THE YEAR 2017-18

Sealed tenders are invited by Sports Authority of India from the reputed manufacturers /authorized distributor for supply of Sports Kit for NATIONAL CAMPERS having minimum annual turnover of Rs. 01 Crore (Rupees One Crore only) for last (03) three years including exports as per audited balance sheet accounts for last three financial years i.e. 2014-15 & 2015-16, 2016-17.

The detailed information, terms and conditions governing the award of contract are contained in the tender document which may be obtained from the office of REGIONAL DIRECTOR, SAI NRC, Sonapat on any working day from the date of publication of this notice to 30th May, 2017, between -9.30 A.M. to 1.00 P.M. at the cost of Rs. 1000/- in the form of Cash or in case the form is download online submitted the Demand draft of Rs. 1000/- in favour of Regional Director, SAI NRC Sonapat with the tender document. Details are also available in SAI New Delhi website www.sportsauthorityofindia.nic.in & SAI NRC Sonapat website www.saisonepat.com & www.eprocure.gov.in. The tenderer have to submit an Earnest Money Deposit (EMD) of Rs.2,00,000/- (Rupees Two Lacs only) in favour of Regional Director, SAI NRC Sonapat in the form of account payee Demand Draft only.

The Tender Enquiry offer in the prescribed tender form along with all relevant documents sealed and completed in all respect must be submitted latest by 30th May, 2017 up to 01.00 pm in the Tender Box placed at office of REGIONAL DIRECTOR, SAI Northern Regional Centre, Vill-Joshi Chauhan, Bahalgarh, Sonapat which will be opened on 30th May, 2017 at 03.00 pm in the presence of the tenderer or their authorized representatives.

Sports Authority of India reserves the right to accept or reject any tender without assigning any reason whatsoever.

(Sanjay Saraswat)

Regional Director (NRC)



SPORTS AUTHORITY OF INDIA

NORTHERN REGIONAL CENTRE

TENDER DOCUMENT

FOR AWARD OF

“SUPPLY OF SPORTS KIT FOR NATIONAL CAMPERS”

IN

**SPORTS AUTHORITY OF INDIA
NORTHERN REGIONAL CENTRE, SONEPAT**

Authorized signatory

Sports Authority of India - Tender for Procurement of Sports Kit for National Campers for the year 2017-18



**SPORTS AUTHORITY OF INDIA
Ch. Devilal Northern Regional Centre
Vill-Joshi Chauhan, Bahalgarh, Sonapat**

Telephone: 01302380316 Fax: 01302380317

Website: <http://www.sportsauthorityofindia.nic.in/>

Bidding Document

For

Supply of Sports Kit Items for (National Campers) at SAI NRC Sonapat

Bid Reference No. _____

Dated: --/--/----

Date & Time for sale of Bidding Document : From 09/05/2017 (0900 hrs. to 1700 hrs. to 30/05/2017 upto 1300 hrs.

Place of sale of Bidding Document : Accounts Section, SAI NRC Sonapat

Place of receipt of Bid : PA to Regional Director's Office SAI
NRC Sonapat

Closing date and time for receipt of Bid : 30/05/2017 at 13.00 hrs.

Date and Time of opening of Techno Commercial Bid : 30/05/2017 at 15:00 hrs.



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PART-1

BIDDING DOCUMENT



**OPEN TENDER ENQUIRY FOR PROCUREMENT OF SPORTS KIT FOR NATIONAL CAMPERS OF SAI NRC
SONEPAT FOR THE YEAR 2017-18**

Last date of receipt of Tenders :-

30th May, 2017

Date and Time for opening of Tenders :-

30th May, 2017

Sports Authority of India invites sealed tender from reputed manufacturer/ authorized distributors for supply of sports kit (International Brand). The list of items of sports kit is enclosed at Section-V. To this tender form. The manufacturer/ authorized distributors should quotes rates of sports kit with one sample for each item is submitted along with the technical bid tender document. The sample of successful tenderer will be retained and the samples of unsuccessful bidder will be returned. Only one sample will be accepted.

Fill below information in block letters only

S.No	Particular	Detail
1	Name of the firm	
2	Full Postal Address with Tel. No., Fax No. & Email Id	
3	Registration No. of Firm	
4	Attached copy of PAN Number of Firm/ Proprietor	
5	Attached copy of TAN No./ VAT No.	
6	Affidavit in Judicial Stamp Paper of Rs. 100/- of Terms & Condition – Enclosed at Page No: 9,10, 11 & 12.	
7	Attached Certificate from Manufacturer that quoted items are latest stock and original and duly signed and sealed by the authorized signatory of the Company/ firm and authorized dealer of the manufacturer	
8	Copy of Audited Balance Sheet for the last three preceding years i.e. 2014-15, 2015-16 & 2016-17	
9	Attached details of turnover for last three preceding years i.e.2014-15, 2015-16 & 2016-17 and submitted showing annual turnover of Rs. 01 Crore in average for supply of Sports Kit	
10	Attached copies of ITR last three preceding years (i.e. 2014-15, 2015-16 & 2016-17)	
11	All bidders should submit bank details as per Performa in the Annexure D along with Envelop A for the convenient payment of bills of successful bidder through E-transfer.	
12	Detail of client to whom the sports kit was supplied a copy of award letters may be enclosed	



13.	Lab test reports/ FDDI Certificates no. and date item wise: T-Shirt Track Suit Shoe Socks Shorts Kit Bag	
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The above information is mandatory for qualify in the technical bid

Note: - All the pages should be sealed signed & numbered by the tenderer.

Authorized Signature

Name & Address of the firm with seal



SECTION I

SPORTS AUTHORITY OF INDIA

Telephone: +_0130-2380316

Fax: 0130-2380317

Website: <http://sportsauthorityofindia.nic.in/>

Bid Reference No:

Dated: --/--/----

INVITATION FOR BID (IFB)

1. Sports Authority of India, for and on behalf of Regional Director, Sports Authority of India, invites sealed Bids for supply of following Sports Kit Items for National Campers:

S.No.	Brief Description of sports kit items	Qty.	Amount of Bid security in Rs.	Bidding Document Cost. (Rs.)
1.	For National Campers		Rs. 2,00,000/-	Rs. 1000/-
	Track Suit	1000 Nos.		
	T-Shirts	2000 Nos.		
	Shoe	1000 Pair		
	Short	2000 Nos.		
	Socks	2000 Pair		
	Bag	1000 Nos.		

2. Bidding Schedule:

- (i). Date & Time for sale of Bidding Document : From 09/05/2017 (0900 hrs. to 1700 hrs. to 30/05/2017 upto 1300 hrs.
- (ii). Place of sale of Bidding Document : Accounts Section, SAI NRC Sonapat
- (iii). Place of receipt of Bid : PA to Regional Director's Office SAI NRC Sonapat
- (iv). Closing date and time for receipt of Bid : 30/05/2017 at 13.00 hrs.
- (v). Date and Time of opening of Techno : 30/05/2017 at 15:00 hrs.
: Commercial Bid



3. Bidding Document may be purchased on payment of non-refundable cost as tabulated above in the form of account payee Demand Draft/Pay Order/Cashier's Cheque/Banker's Cheque, drawn in favour of "Regional Director, Sports Authority of India Northern Regional Centre", payable at "Sonapat".
4. If requested, the Bidding Document can be mailed by Registered Post/Speed Post to the domestic Bidders, for which extra expenditure per set will be Rs 50/- towards postage charges. The Bidder is to add the applicable postage cost in the non-refundable cost mentioned in Para 3 above.
5. Bidder may also download the Bidding Document from the SAI website www.sportauthorityofindia.nic.in & CPPP of Govt. of India i.e. www.eprocure.gov.in and submit its Bid by utilizing the downloaded document, along with the required non-refundable fee as mentioned in Para 3 above.
6. Bidders shall ensure that their Bids complete in all respect, are dropped in the Tender Box placed at PA to Regional Directors Office on or before the closing date and time as indicated in the Para-2 above, failing which the Bids will be treated as late and rejected.
7. In the event of any of the above mentioned dates being declared as a holiday / closed day for the Purchaser, the Bids will be received/opened on the next working day at the appointed time.
8. The Bidding Document is not transferable.
9. Regional Director, SAI NRC Sonapat reserved all the rights of accept and reject any tender without assigning any reasons.
10. All disputes are subject to Sonapat Jurisdiction only.
11. Attached Lab test report of all sports kit samples from govt. Authorized/approved laboratory/FDDI (not older than 1st January, 2017) detailed description at **SECTION-VI.**

Sports Authority of India

M/s. _____



GENERAL TERMS & CONDITIONS

1. The words “OPEN TENDER ENQUIRY FOR PROCUREMENT OF SPORTS KIT FOR NATIONAL CAMPERS OF SAI NRC SONEPAT FOR THE YEAR 2017-18” should be super scribed on the top left corner of envelop bearing the name and address of the tenderer. The sealed tenders should accompany the following:-
 - a. EMD amount of Rs. 2,00,000/- (Rupees two lacs only) submitted in the form of account payee Demand Draft in favour of the Regional Director, Sports Authority of India, Northern Regional Centre payable at Sonapat. **(to be submitted in envelop – A)**
 - b. The list of samples should be submitted to SAI along with sample of each item of the quoted item having name of Tenderer and Manufacturer as per performa at ‘Appendix A’ and tender document duly signed by Tenderer on each page **(Envelop-B)**.
 - c. Rate quoted for each item with brand name as per submitted sample as shown in Proforma at Annexure- III **(Envelop-C)**.
2. The rate/ commercial/ technical offer of the firm will remain valid from the date of acceptance/ termination of the contract as the case may be initially for one year.
3. The tenderer shall submit the tender document in three separately sealed envelopes addressed to The Regional Director, Sports Authority of India Northern Regional Centre, Vill- Joshi Chauhan, Balahragh Sonapat Haryana as under:-

Envelop A: The Demand Draft of Earnest money will be placed in sealed envelope along with details of Demand Draft only along with details of Tenderer with seal and signature on envelope.

Envelop B: This envelope shall contain the documents as mentioned in the Tender and information pertaining to the Sports Kit with the tender document duly signed on each page by the tenderer or his authorized signatory.

Envelop C: Envelop C shall contain the financial Bid Documents.

4. The envelopes containing the quotations/ tenders should be sealed and be super scribed “ Open Tender Enquiry for procurement of Sports Kit for National Campers of SAI NRC Sonapat for the Year 2017-18” as the case may be. The sealed envelops should be deposited in the Tender Box placed in the office of the regional Director, SAI Northern Regional Centre, Sonapat upto 01:00 Pm on 30th May, 2017
5. Envelops ‘A’ and ‘B’ submitted by the Tenderer will be opened on the same day at 03:00 pm i.e. 30th May, 2017.
6. Envelop ‘C’ (i.e. Financial Bid) of only those tenderers will be opened, whose samples are selected and qualifies technically. Date and Time for opening of Envelop ‘C’ i.e. Financial Bids will be communicated to those whose technical bid is accepted.
7. The tenderer should sign & seal each page of the tender as token of accepting the terms and conditions mentioned herein.
8. The bids received late/ vague/ conditional / incomplete/ not conforming to the laid down procedure, in any respect will be rejected.
9. Offers sent by telex/fax/telegram will not be accepted.



10. In case of difference arising in the terms and conditions of the tender documents with the firm (s) the decision of SAI shall prevail.
11. After approval of the tender, SAI Northern Regional Centre, Sonapat will retain one sample of each approved items free of cost, Non returned which the tenderer shall not raise any objection.
12. Material indented for, shall be supplied in full quantity within stipulated time. In case of delay in supply/ non supply/ short supply/ poor quality or any other complaint, SAI reserves the right to adjust extra liabilities from the Earnest Money/Security Money, disapprove a brand/all brands or may take any other action as deemed fit.
13. SAI will have right to buy Sports Kit as per sample approved or may give its own colour.
14. The tender documents are neither transferable nor the cost of tender document is refundable under any circumstances.
15. The issuing of tender documents shall not constitute that the tenderer gets automatically qualified.
16. If even after approval, information's/ facts submitted by a tenderer are found misleading/incorrect/false etc. SAI reserves right to disapprove an item (s) for the current/future rate contract or may impose penalties as deemed fit. Non compliance of any of the terms of tender and future instructions assured by Regional Director, SAI Northern Regional Centre, will also warrant above penalties.
17. All clothing items must have SAI Logo embroidered/ screen-printed on them. The tenderer are to submit an undertaking to the effect that the samples submitted with documentary proof and any discrepancy found later on, the whole amount will be recoverable from the Security Money deposited and remaining amount if any shall be recovered from the tenderer.
18. Supply Sports Kit for National Campers may be bifurcated according to the orders placed from time to time during the year and place of supply.
19. **The rates must be quoted for complete set of items as mentioned in Section V & VI. For the sample submitted (only accepted one set of sample which submitted along with the tender of one brand only) the rate quoted should be inclusive of all taxes and freight charges.** The quantity and size of Sports Kit will be decided by the Regional Director, SAI, Northern Regional Centre, Sonapat on the basis of the No. of coaches in each discipline in Northern Regional Centre, Sonapat.
20. **Tenderers are strictly required to quote rates for one branded company only.**
21. All tenderer will mention technical detail and specification of quoted items in **Envelop-B**.
22. **The successful tenderer will give an Affidavit on a Stamp Paper of Rs.100/- duly Notarized** that the quality of approved items are of the particular branded company only, quoted in the tender are correct & as per the specification of the concerned branded manufacturer.
23. In case of any defect found in the supplies or during the guarantee period, the concerned party will be liable to pay full damage, which shall be adjustable from the Security Amount,. The Regional Director NRC may impose penalty as deemed fit and will have right to recover the amount from Security or to make deduction from the bill.

24. The EMD of all unsuccessful tenderer will be returned within 45 days after execution of this Open Tender Enquiry and the successful tenderer will have to deposit the Security Money at the rate of 10 % of the total value of supply order after receipt of Award Order. Security money (Performance Security) may be furnished in the form of an Account payee Demand Draft, Fixed Deposit Receipt from a commercial Bank, Bank Guarantee from a commercial bank. The Security money will be refund after warranty period without interest, **the Security money will be retained up to warranty period.**
25. In case of any doubt in material- the expenditure on testing of material will be borne by the tenderer.
26. All tenderers are required to mention the Name of Firm with authorized distributor's certification with documentary proof from the branded company whose sample and rates has been quoted in the tender documents. The sample must be submitted full set in a bag/box which will be opened and counted in front of the tenders along with Technical bid.
27. The detail of documents required for eligibility is given in **Page No: 06.**
28. Tender received without the above documents will summarily be rejected.
29. In case of delay in supply by the stipulated date, The Regional Director, SAI Northern Regional Centre, Sonapat reserves the right of imposing penalty as deemed fit.
30. **The rate quoted for the items should be inclusive of all Taxes/Levy and transportation charges. No other charges/ Levy shall be paid extra.**
31. The manufacturer/ distributor should give minimum one year guarantee for all the items for material manufacturing defects, and undertake to replace defective products at no extra cost within a month of the defect being brought to the notice of the manufacturer/distributor.
32. **The manufacturer/authorized distributor should quote rates of sports kit with one sample for each item is submitting along with the technical bid tender document**
33. The supply order can be terminated or cancelled summarily by SAI in whole or in part any time without assigning any reason, if the supply made by the manufacturer/ distributor is not found according to the sample approved or in case supply is not received within stipulated time and Regional Director, SAI Northern Regional Centre, Sonapat feels that it cannot be used for the event/camp/practice for which it was requisitioned.
34. SAI logo as per **Annexure-IV** should be screen printed compulsory, if found not screen printed 10% penalty will be imposed on supplied items.
35. Regional Director, SAI Northern Regional Centre, Sonapat reserves the right to reject any tender in whole or in part thereof without assigning any reason. If 5% or more of any item of any one or more lots of supply, is found to be defective, in material, size, quality or any other defect of any specification or manufacturing defect, then a penalty of 10% of the total price of the supplied lot in addition to refund for returned/ rejected goods, will become payable to SAI.
36. In the event of any dispute or differences arising between the parties with regard to the terms and conditions of the agreement/contract and or with regard to the breach or interpretation thereof including all rights and liabilities there under on any matter what so ever touching upon the terms and conditions of the agreement/contract whether in course or on or after its termination the parties agreed to settle the same at the first instance by mutual discussions/conciliation which would be conducted by the Regional Director, SAI Northern Regional Centre at Sonapat.



37. In the event of the said mutual discussions/conciliation fails, the aggrieved party shall initiated Arbitration proceedings for resolution of differences / disputes etc., mentioned above by appointing a sole Arbitrator, who shall be The Regional Director of SAI NRC, in which event the said proceeding shall be conducted in accordance with the provisions of The Arbitration and Conciliation Act 1996.
38. The venue of such arbitration proceedings shall be at Sonapat or as decided by The Regional Director of SAI NRC and the court of law in Sonapat alone will have Jurisdiction in respect of all proceedings connected there with.
39. Payment will be released after satisfactory supply and receipt of goods, supplied as per supply order.
40. **In a tender, either the Indian agent on behalf of the Principal /OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.**
41. **If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/ product.**
42. Bank Guarantee Form for Bid Security (Page -48)
43. Manufacture's Authorization Form (Page -31)
44. NEFT Mandate Form (Page -32)
45. Letter of Authorization for attending bid opening meeting may be given to the representative of firm.
46. Contract Agreement Form (Page -47)
47. One firm can submit samples of Sports Kit (Complete Set i.e 01 Nos. Track Suit, 02 Nos. T-Shirt, 01 Pair Shoe, 02 Nos. Short, 02 Pair Socks and 01 Nos. Kit Bag) only and rates for the same may be quoted in the financial bid. Incomplete Set will be rejected.
48. All papers of tender and attached documents should be duly stamped and signed by the proprietor/ owner of the firm.

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

Authorized Signatory

Name & Address of the firm with seal



SECTION - II

INSTRUCTIONS TO BIDDERS (ITB)

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SECTION - II INSTRUCTIONS TO BIDDERS (ITB)

A. PREAMBLE

1. Introduction

- 1.1 The Purchaser has issued this Bidding Document for purchase of goods and related services as mentioned in Section - V - "Schedule of Requirements", which also indicates, *inter alia*, the required delivery schedule, terms and place of delivery.
- 1.2 This section (Section II - "Instruction to Bidders") 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 Bidding Documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in this Bidding Document may result in rejection of its Bid.

2. Language of Bid

- 2.1 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.

B. BIDDING DOCUMENT

3. Content of Bidding Documents

- 3.1 In addition to Section I - "Invitation for Bid" (IFB), the Bidding Document include:
 - Section II - Instructions to Bidders (ITB)
 - 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



4. Amendments to Bidding Documents

- 4.1 At any time prior to the deadline for submission of Bids, the purchaser may, for any reason deemed fit by it, modify the Bidding Documents by issuing suitable amendment(s) to it.
- 4.2 Such an amendment to the Bidding documents will be uploaded on SAI website: <http://sportsauthorityofindia.nic.in> and CPP Portal of Government of India i.e. www.eprocure.gov.in only.
- 4.3 Prospective bidders are advised in their own interest to visit our website for any amendment etc. before submitting their bids.

5. Clarification of Bidding Documents

A Bidder requiring any clarification or elucidation on any issue of the Bidding Document 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** (15) days prior to the prescribed original date of submission of Bid.

C. PREPARATION OF BIDS

6. Documents Comprising the Bid

6.1 The **Two Bid System**, i.e. “Techno - Commercial Bid” and “Price Bid” prepared by the Bidder shall comprise the following:

A) **Techno - Commercial Bid (Un priced Bid):**

- i) Bid Security furnished in accordance with ITB clause 12.
- ii) Bid Submission Form as per Section IV (A).
- iii) Power of Attorney in favour of signatory of Bidding Documents
- iv) Bidder/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer’s Authorisation Form as per Section IV (D).
- v) Power of Attorney in favour of signatory of Manufacturer’s Authorisation Form
- vi) The technical specification of quoted goods alongwith relevant documents like technical data, literature, drawing etc.
- vii) The clause-by-clause commentary on the technical specifications in the Bidding Document vis-a-vis of quoted goods, clearly stating compliance or any variance.
- viii) Performance Statement as per Form in Section III (B).
- ix) Certificate of Incorporation of Bidder.
- x) National Electronic Fund transfer (NEFT) Form as per Section IV (E) for payment in Indian Rupee, if applicable.
- xi) Submission of samples: To submit one Sample of each item as prescribed in clause 6(C) of the bid document, as per format enclosed as Annexure - A.



B) Price Bid:

- i) Price Schedule(s) as per Form in Section IV (B) filled up with all the details including Make, Model etc. of the goods offered. 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.

C) Submission of Samples

(a) The bidders are required to submit one sample (free of cost) of each item quoted, conforming to bid specifications to the consignee mentioned in Section V (Part IV) of one brand only and obtain a receipt from consignee in this regard prior to the date & time of opening of Techno-Commercial 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 Techno-Commercial Bid.

(b) Each sample should have a card affixed to it, giving particulars of:-

- (i) Firm's Name , & address
- (ii) Bid No.
- (iii) Date & time of opening of Bid
- (iv) Item No. of the schedule
- (v) Printing of SAI Logo on each samples as per Page-51
- (vi) Any other description, if necessary

(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.

6.2 All pages of the Bid should be page numbered and indexed.

6.3 The authorized signatory of the Bidder must sign the Bid duly stamped at appropriate places and initial all the remaining pages of the Bid.

6.4 A Bidder, who does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

6.5 Bid sent by e-mail/fax/telex/cable/electronically shall be ignored.

6.6 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) alongwith their offers, if not already executed in SAI. Notification of Award will not be issued without NEFT Mandate Form.



7. Bid Currencies

The Bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees.

8. Bid Prices

8.1 The Bidder shall indicate on the Price Schedule provided under Section-IV(B) all the specified components of prices shown therein. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a Bidder, same should be clarified as "NA" (means Not Applicable) by the Bidder.

8.2 The quoted prices for goods offered for domestic goods or goods of foreign origin located within India shall be quoted in the Price Schedule given under Section-IV(B).

8.3 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:

8.4 Additional information and instruction on Duties and Taxes:

8.4.1 If the Bidder desires to ask for Excise Duty, Sales Tax/CST / VAT/ CENVAT, Custom Duty, Service Tax, Works Contract Tax etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later. Only statutory variations on finished product taking place after Bid submission shall be allowed to the extent of actual quantum paid by the supplier.

8.4.2 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 occasion 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.

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 and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the purchaser to enable the purchaser reimburse the supplier and take other necessary action in the matter.

8.4.3 The need for indication of all such price components by the Bidders, as required in this clause (viz., ITB clause 8) is for the purpose of comparison of the Bids by the purchaser and will no way restrict the purchaser's right to award the Contract on the selected Bidder on any of the terms offered.



9. Firm Price

- 9.1 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.
- 9.2 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in ITB Clause 8 will apply.

10. Alternative Bids

- 10.1 Alternative Bids which are not meeting the Bid specifications, are not permitted and will be rejected.
- 10.2 However the Bidders can quote alternate models meeting the Bid specifications of same or different manufacturer with single Bid Security. In case Bidder quotes alternative models of different manufacturers, Manufacturer's Authorization Form as per Section-IV(D) is required for each manufacturer.

11 Documents Establishing Bidder's Eligibility and Qualifications

- 11.1 Pursuant to ITB clause 6, 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.
- 11.2 The documentary evidence needed to establish the Bidder's qualifications shall fulfil the following requirements:
- In case the Bidder offers to supply goods, which are manufactured by some other firm, the Bidder has been duly authorised by the goods 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 to this document.
 - The Bidder and Manufacturer meet the Qualification Criteria incorporated in the Section III.

12. Bid Security

- 12.1 The Bidder shall furnish along with its Bid, Bid Security for amount as shown in the IFB in Section I. The Bid Security is required to protect the purchaser against the risk of the Bidder's unwarranted conduct as **amplified** under sub-clause 12.7 below. Non submission of bid security will be considered as major deviation and bid will not be considered.
- 12.2 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.
- 12.3 The Bid Security shall be furnished in one of the following forms:
- Account Payee Demand Draft
 - Fixed Deposit Receipt
 - Banker's cheque
 - Bank Guarantee



- 12.4 The Demand Draft, Fixed Deposit Receipt or Banker's Cheque shall be drawn on any Commercial Bank in India or country of the Bidder, in favour of the "Regional Director, Sports Authority of India, Northern Regional Centre", payable at "Sonepat". In case of Bank Guarantee, the same is to be provided from any commercial bank in India or country of the Bidder as per the format specified under Section IV (C) of Bid Documents.
- 12.5 The Bid Security shall be valid for a period of 45 days beyond the validity period of the bid.
- 12.6 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 that Bidder.
- 12.7 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 within the specified period.

13. Bid Validity

- 13.1 The Bid shall remain valid for acceptance for a period of 365 days (three hundred sixty five 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.
- 13.2 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, 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.
- 13.3 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.

14. Signing and Sealing of Bid

- 14.1 The Bidders shall submit their Bids as per the instructions contained in ITB Clause 6.
- 14.2 Bid shall either be typed or written in indelible ink 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.
- 14.3 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.



- 14.4 The Bidder shall submit two copies of its Bid marking them as “Original” and “Duplicate”. Duplicate Bid shall contain all pages as per in Original Bid.
- 14.5 Bidding Document seeks quotation following **Two Bid System**, in two parts. First part will be known as ‘**Techno - Commercial Bid**’, and the second part ‘**Price Bid**’ as specified in clause 6 of ITB. Bidder shall seal Original and Duplicate copies of ‘**Techno - Commercial Bid**’ and put them in a cover super scribing ‘**Techno - Commercial Bid**’. Bidder will seal Original and Duplicate copies of ‘**Price Bid**’, and put them in a cover super scribed ‘**Price Bid**’. “**Bid reference number**” may be written on both these sealed covers. Both these sealed covers shall be put in a big cover super scribing and writing the “**Bid reference number**” and the address of the SAI NRC Sonapat on the envelopes. The sentence “**NOT TO BE OPENED before 15:00 Hrs of 22/05/2016**” (The Bidder is to put the date & time of Bid opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, the SAI will not assume any responsibility for its misplacement, premature opening or late opening etc.

D. SUBMISSION OF BIDS

15. Submission of Bids

- 15.1 Unless otherwise specified, the Bidders are to deposit the Bids in the Tender Box kept for this purpose at a place as indicated in the IFB in Section-I.
- 15.2 The Bidders must ensure that they deposit their Bids not later than the closing time and date specified for submission of Bids. It is the responsibility of the Bidder to ensure that their Bids whether sent by post or by courier or by person, are dropped in the Tender Box by the specified clearing date and time. In the event of the specified date for submission of Bids falls on or is subsequently declared a holiday or closed day for the purchaser, the Bids will be received up to the appointed time on the next working day.

16. Late Bid

- 16.1 A Bid, which is received after the specified date and time for receipt of Bids will be treated as “Late” Bid and will be ignored.

E. BID OPENING

17. Opening of Bids

- 17.1 The purchaser will open the Bids at the specified date and time and at the specified place as indicated in the IFB in Section-I.
- 17.2 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.
- 17.3 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.



- 17.4 Two - Bid system as mentioned in Para 6 and 14 above will be as follows. The **Techno - Commercial 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 Purchaser with reference to parameters prescribed in the Bidding Document. During the Techno - Commercial 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, submission of sample to consignee and any other special features of the Bids, as deemed fit by the Bid opening official(s). Thereafter, in the second stage, the Price Bids of only the Techno - Commercially acceptable offers whose sample is approved by consignee (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno - Commercial 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

18. Scrutiny of Bids

- 18.1 The Purchaser 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.
- 18.2 Prior to the evaluation of Price Bids, the Purchaser 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 minor deviation and /or minor irregularity and/or minor non-conformity in the Bid, the purchaser may waive the same.
- 18.3 If a Bid is not substantially responsive, it will be rejected by the Purchaser.

19. Qualification Criteria

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

20. Comparison of Bids and Award Criteria.

- 20.1 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.
- 20.2 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.
- 20.3 The Purchaser reserves the right to give the price preference/purchase preference as per the instruction in vogue while evaluating, comparing and ranking the responsive Bids. The Bidders claiming the same should enclose the concerned Notification of Govt. of India alongwith other relevant documents so as to establish their claim for such preferences.



G. AWARD OF CONTRACT

21. Purchaser's Right to accept any Bid and to reject any or all Bids

The purchaser 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 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. 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 by upto 25%(25 percent), of 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.

23. Notification of Award

23.1 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 (to be confirmed by registered / speed post) that its Bid for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating there in the essential details like description, quantity of the goods & services, and delivery period, corresponding prices accepted. The successful Bidder must furnish to the purchaser the required Performance Security within twenty eight 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 3 under Section VII.

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

24. Issue of Contract

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

24.2 The successful Bidder shall return the original copy of the Contract, duly signed and dated, to the purchaser by registered/speed post so as to reach within twenty eight days from the date of issue of the Contract.

24.3 The purchaser reserves the right to issue the Notification of Award consignee wise and schedule wise.

25. Non-receipt of Performance Security and Contract by the Purchaser

Failure of the successful Bidder in providing Performance Security and / or returning Contract copy duly signed in terms of ITB clauses 23 and 24 above shall make the Bidder liable for forfeiture of its Bid Security and, also, for further actions by the purchaser against it as per the clause 15 of GCC - Termination of default in Section VII, besides other administrative actions as deemed fit by the Purchaser.

26. 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 Purchaser: -

- (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.



QUALIFICATION CRITERIA & PERFORMANCE STATEMENT

(A) QUALIFICATION CRITERIA

01. The Bidder must be a Manufacturer or its authorized Agent.

S. No.	Qualification Criteria	
(i).	Annual Turn Over of Manufacturer / Bidder (Average of last 03 years) (Documentary Proof like Financial Statement or Certificate from the Chartered Accountant/ equivalent statutory authority of the manufacture to be submitted).	One Crore per annum
(ii).	Proven past performance of Manufacturer / Bidder of supplying Sports Kit items satisfactorily to sports stadia / sports academies / sports federations / sports training centres during the last 3 years.	The manufacturer should have atleast completed Contracts of having supplied Sports Kit items to the extent of 01 Crore per annum, details to be enclosed
(iii).	Quality Assurance Certification for manufacturer: ISO 9000 or equivalent preferred.	
(iv).	In case the Bidder is not manufacturer then the Bidder should be an authorized Indian Agent of manufacturer and in business of supplying, sports goods prior to the date of opening of Bids for atleast one year.	

2. In support of above, the Manufacturer/Bidder shall furnish required supporting documents, Performance Statement as per Performa in Section-III (B) of the Bidding Document.

SECTION- III

(B) PROFORMA FOR PERFORMANCE STATEMENT

[For the period of atleast last three (03) years]

Bid Reference No. : _____

Date of opening : 30th May, 2017

Name and address of the Bidder : _____

Name and address of the manufacturer : _____

Order placed by (full address of Purchaser)	Order number and date	Order placed on	Description and quantity of ordered goods and services	Value of order	Date of completion of Contract		Remarks indicating reasons for delay if any	Are the goods supplied functioning Satisfactorily?
					As per Contract	Actual		
1	2	3	4	5	6	7	8	9

(Signature and seal of the Bidder)

Note:

1. Purchaser reserves the right to ask the manufacturer as well as the Bidder to furnish Order copies and satisfactory Consignee Certificate in respect of above.
2. The Purchaser reserves the right to ask for a free demonstration of the quoted equipment at a pre determined place acceptable to the purchaser for technical acceptability as per the Bid specifications, before the opening of the Price Bid.



SECTION - IV

(A) BID SUBMISSION FORM

Date_____

To

Regional Director
Sports Authority of India
Northern Regional Centre
Bahalgarh, Sonapat
Haryana-131021

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_____ (Description of goods and services) 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 ____ 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 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 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 authorised to sign Bid for and on behalf of
Messrs_____
[Name & address of the manufacturers]



CHALLAN FOR SAMPLE SUBMISSION

OPEN TENDER FOR NATIONAL CAMPERS SPORTS KIT

[TO BE SUBMITTED IN ENVELOPE 'B']

Challan No. & Date.....(Listing items as per order mentioned in the Tender under submission)
Vat/Sales Tax No:.....

Date:..... PAN. No.....Date:.....TENDER No:.....
EMD BANK DRAFT NO:And Date:..... For Rs.....

(Complete Address in Capital letter)

BRAND NAME.....

S.No	Name of items (all the item should be of same brand)	Technical Details	No. of Sample (one each)
1	Track Suit		
2	T-Shirt		
3	Short		
4	Shoes		
5	Socks		
6	Kit Bag		

(AUTHORIZED SIGNATORY AND STAMP)



SECTION - IV

(A) PRICE SCHEDULE FOR NATIONAL CAMPERS SPORTS KIT

Sl.No	Brief Description of Item	Quantity (Nos)	Price Per Unit (Inclusive of Excise Duty etc. on free delivery to consignee basis) (Rs.)	Sales Tax/CST/VAT/CENVAT (if any) [%age & value] (Rs.)	Total Price on free delivery at consignee's site (Rs.)
1	2	3	4	5	6
	Track Suit				
	T-Shirt				
	Short				
	Shoe				
	Socks				
	Kit Bag				

Total Bid price for all the Sports Kit items should not exceed the approved amount of Rupees: 10,000/-

In words: Ten thousand only

The above prices quoted are with warranty period of 01 year from the date of acceptance by Consignee

Delivery Period: 07 days (seven days) from the date of signing of the Contractor receipt of supply order.

Place: _____

Date: _____

Note: -

1. If there is a discrepancy between the unit price and total price, the unit PRICE shall prevail.
2. Prices under Column 4 to be quoted all inclusive except for ST/VAT etc.

Signature of Bidder _____

Name & Designation _____

Business Address _____

Seal of the Bidder _____





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 purchaser's Bid Reference 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 "Purchaser) in the sum of _____ for which payment will and truly to be made to the said Purchaser, 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 the Purchaser 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 the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser 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

Regional Director
Sports Authority of India
Northern Regional Centre
Bahalgarh, Sonapat

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 Consignee as per Clause 9 of General Conditions of Contract against this Bidding Document.

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
Regional Director
Sports Authority of India
Northern Regional Centre
Bahalgarh, Sonapat

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 with date, name and designation]

For and on behalf of Messrs _____

[Name & address of the manufacturers]

Confirmed by Bank

Enclose a copy of Crossed Cheque



PART-2

SUPPLY REQUIREMENTS



SCHEDULE OF REQUIREMENTS

Part I:

S.No.	Brief Description of sports kit items (As per Technical Specification in Section-VI)	Qty.
1.	Sports Kit Items for 1000 (One thousand) National Campers:	
(i).	Track Suits	
(ii).	T - Shirts	
(iii).	Shorts	
(iv).	Shoes	
(v).	Socks	
(vi).	Kit Bag	

Part II: Required Delivery Schedule:

For domestic goods or goods of foreign original located in India

Stores are required immediately. The Bidders may quote their earliest delivery period from the date of signing of Contract.

Part III: Required Terms of Delivery

For domestic goods or goods of foreign original located in India

Free Delivery at Consignee's Site. The date of delivery at Consignee's site will be considered as the date of delivery.

Part-IV: Consignee Details

S.No.	SAI Centre	Tel/Fax/e-mail No
	Sports authority of India Northern Regional Centre Vill- Joshi Chauhan, Bahalgarh Sonapat (Haryana) 131021 And its field units situated in Delhi and Haryana Region	Tele- 01302380316 Fax-0130-2380317



SECTION-VI

TECHNICAL SPECIFICATIONS



Section - VI

TECHNICAL SPECIFICATIONS

S.No.	Brief Description of Sports Kit Items	Specification
(i).	Track Suits	Textured (DOBBY) woven / NS Polyester with 25% - 50% area for sublimation printing Attached Lab Test Report from Govt. Approved Laboratory (which is not older than 1 st January, 2017)
(ii).	T - Shirts	Micro Polyester fabrics with quick dry processed with 25% - 50% area for sublimation printing. Attached Lab Test Report from Govt. Approved Laboratory (which is not older than 1 st January, 2017)
(iii).	Shorts	Polyester knitted fabrics (DOBBY)/ NS Fabrics with 25% area for sublimation printing. Attached Lab Test Report from Govt. Approved Laboratory (which is not older than 1 st January, 2017)
(iv).	Shoes	Adidas / Nike / Puma or equivalent The quoted sample must include the test result in original preferably by Footwear Designing and Development Institute (FDDI), Govt. of India, for both the soles and the upper materials. The minimum flex cycle of upper material should be preferably as per the FDDI standards. The quoted samples should also include the sole bonding test result conducted or confirmed by FDDI Preferably. (which is not older than 1 st January, 2017)
(v).	Socks	Cotton with Lycra. Attached Lab Test Report from Govt. Approved Laboratory (which is not older than 1 st January, 2017)
(vi).	Kit Bag	Length: 50.8 cms (20") x Breadth: 25.4 cms (10") with (a) two side pockets with lockable zip, (b) one middle compartment with lockable zip and (c) one bottle pocket made of mesh. (which is not older than 1 st January, 2017)

Note: All the items of Sports Kit will incorporate SAINSA branding and design element. The design element has to be got approved from consignee i.e. Administrative, Head SAI NRC Sonapat, who will ensure distinct identity of SAINSA. The sizes of apparels will be provided to the contractor before manufacturing / effecting supplies to ensure right size for the selected candidates. The design element will be provided by the consignee to the contractor.



PART-3

CONTRACT

SECTION - VII
GENERAL CONDITIONS OF CONTRACT (GCC)
TABLE OF CLAUSES

Sl No.	Topic
1	Application
2	Country of Origin
3	Performance Security
4	Technical Specifications and Standards
5	Packing and Marking
6	Inspection, Testing and Quality Control
7	Terms of Delivery
8	Insurance
9.	Warranty
10.	Prices
11	Taxes ,Duties & Octroi
12	Terms and mode of Payment
13	Delay in the supplier's performance
14	Liquidated Damages
15	Termination for default
16	Termination for insolvency
17	Force Majeure
18	Termination for convenience
19	Fall Clause
20	Withholding and lien in respect of sums claimed
21	Resolution of disputes
22	Applicable Law



SECTION - VII

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

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.

2. Country of Origin

The word "origin" incorporated in this clause means the place from where the goods are manufactured, produced or processed.

3. Performance Security

3.1 Within twenty eight (28) 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 equal to Ten Percent (10%) of the total value of the Contract, valid for 60days beyond warranty period of 01 year from the date of acceptance of the store by the consignee.

3.2 The Performance Security shall be denominated in Indian Rupees or in the currency of the Contract 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.

3.3 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 Contract, as amended.

3.4 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.

4. Technical Specifications and Standards

The Goods & Services to be provided by the supplier under this Contract shall conform to the technical specifications mentioned in 'Technical Specification' under Sections VI of this document.

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.



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 Sub-Contractor(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/consignee'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/consignee and/or its inspector at initial inspection and in final 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 of the Contract, as incorporated under GCC Clause 9.

7. Terms of Delivery

- 7.1 Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the Contract.
- 7.2 In case of free delivery at consignee site basis, the date of receipt of stores at consignee's site shall be considered as the date of delivery.



8. Insurance:

Unless otherwise instructed, the supplier shall make arrangements for insuring 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.

9. Warranty

- 9.1 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.
- 9.2 This warranty shall remain valid for one year after the goods have been delivered and installed at the final destination and accepted by the purchaser in terms of the Contract.
- 9.3 The supplier shall, promptly repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. 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.
- 9.4 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.
- 9.5 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods (if applicable) so that the same are supplied to the purchaser promptly on receipt of order from the purchaser.

10. Prices

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

11. Taxes, Duties and Octroi.



11.1 Supplier shall be entirely responsible for all taxes, duties, levies etc. incurred until delivery of the Contract 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.

11.2 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.

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/detention charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the purchaser to enable the purchaser reimburse the supplier and take other necessary action in the matter.

12. Terms and Mode of Payment

12.1 Payment Terms

100% payment for the stores supplied against the contract will be made upon receipt of stores in full and good condition by consignee upon submission of following documents subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of Contract:

- (i). Supplier's Invoice showing Contract number, goods description, quantity, unit price and total amount;
- (ii). Inspection & Acceptance Certificate issued by Consignee as per Section VIII (C) in original;
- (iii). Packing list identifying contents of each package;

12.2 The supplier shall not claim any interest on payments under the Contract.

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

12.4 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.



12.5 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).

13. Delay in the supplier's performance.

13.1 The supplier shall deliver the goods and perform the services under the Contract within the time schedule specified by the purchaser as incorporated in the Contract.

13.2 Subject to the provision of Force Majeure under GCC clause 17, 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.

13.3 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.

13.4 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 14 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, 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 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.



13.5 The supplier shall not despatch 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 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.

14. Liquidated damages

14.1 Subject to the provision of Force Majeure under GCC clause 17, 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.

15. Termination for default

15.1 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 13.3 and 13.4.

15.2 Unless otherwise instructed by the purchaser, the supplier shall continue to perform the Contract to the extent not terminated.

16. Termination for insolvency

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.

17. Force Majeure

17.1 Notwithstanding the provisions contained in GCC clauses 14, 15 and 16, 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.

17.2 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.



- 17.3 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.
- 17.4 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.
- 17.5 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 subparagraphs.

18. Termination for convenience

- 18.1 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 inter alia, 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.
- 18.2 The goods and services which are complete and ready in terms of the Contract 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:
- To get any portion of the balance completed and delivered at the Contract terms, conditions and prices; and / or
 - To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

19. Fall Clause

- 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.
- 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.



20. 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.

21. Resolution of disputes.

21.1 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.

21.2 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/ Consignee and a Supplier relating to any matter arising out of or connected with the Contract, such dispute or difference shall be referred to the sole arbitration, appointed to be the arbitrator by the Director General (Sports Authority of India). The award of the arbitrator will be final and binding on the parties to the Contract.

21.3 Venue of Arbitration: The venue of arbitration shall be the place from where the Contract has been issued, i.e., New Delhi, India.

21.4. The Court of New Delhi, India will have the exclusive jurisdiction to try the disputes.

22 Applicable Law

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



SECTION – VIII

**(A) CONTRACT AGREEMENT
CONTRACT FORM FOR SUPPLY
SPORTS AUTHORITY OF INDIA,**

Contract No _____ dated _____

This is in continuation to this office's Notification of Award No _____ dated _____

1. Name & address of the Supplier: _____
2. Purchaser's Bidding Document No _____ dated _____ and subsequent Amendment No _____, dated _____ (if any), issued by the purchaser.
3. Supplier's Bid No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the supplier and the Purchaser in connection with this Bid.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:
 - (i) General Conditions of Contract;
 - (ii) Schedule of Requirements;
 - (iii) Technical Specifications;
 - (iv) Bid Form furnished by the supplier;
 - (v) Price Schedule(s) furnished by the supplier in its Bid;
 - (vi) Manufacturers' Authorisation Form (if applicable for this Bid);
 - (vii) Purchaser's Notification of Award
5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

- (i) **Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:**

Schedule No.	Brief description of goods	Accounting unit	Unit Price	Quantity to be supplied	Total price	Terms of delivery

Any other additional services (if applicable) and cost thereof: _____

Total value (in figure) _____ (In words) _____

- (ii) Delivery schedules:
- (iii) Details of Performance Security:
- (iv) Consignee:
- (v) Warranty Period:
- (vi) Payment terms:

**(Signature, name and address
of the purchaser's authorised official)**
For and on behalf of Director General, Sports Authority of India
Received and accepted this contract

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

[Name & address of the manufacturers]
(Seal of the supplier)

Date: _____

Place: _____



SECTION – VIII

(B) BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

Sports Authority of India,

[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,

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

Date: _____

Place: _____

(Seal)



SPORTS AUTHORITY OF INDIA
LSIT OF SAMPLES OF SPORTS KIT ITEMS DEPOSITED AT NRC SONEPAT

S. No.	Name of item	Brand name of samples	Quantity

Name and Address of Bidder: M/s _____

Date of receipt of samples: _____

Name of designation of the:
Receiving Officer _____

Signature of the Receiving Officer: _____

Date : _____



DETAIL OF LOGO AND NAME PRINTING ON SPORTS KIT ITEMS OF NATIONAL CAMPERS.

Track Suit Upper
Back Side

(Size of each letter should be 4cm to 4cm with screen printing)

SPORTS AUTHORITY OF INDIA
NRC SONEPAT

T-Shirt/Track Suit front of left
side (size 8cm length X 2 to 3cm
for SAI Name and Logo 3-
4cmX2cm with screen printing))



Track Suit pants front right side
(Size-5cm to 8cm x2to 4cm

SAI Name logo 3 to 4cm x2cm with screen printing)



Kit Bag

One side Print INDIA in Caps

And other Side SAI Logo with NRC Sonapat