Date: 06 March, 2017

SPORTS AUTHORITY OF INDIA

Jawaharlal Nehru Stadium Complex, Gate No.10, Lodhi Road, New Delhi-110003

Telephone: +91-11 - 24368163, 24362777, 24368393

Website: http://sportsauthorityofindia.nic.in/ & http://eprocure.gov.in/eprocure/app

E-Bidding Document

For Supply of

Sanitary items & Livery Items

INVITATION FOR ONLINE BIDS (IFB)

Bid Reference No. 9(1)/SAI/GAD-II/2016-17/IFB-08

CRITICAL DATE SHEET

Published Date	15.03.2017 (10.00 AM)
Bid Document Download / Sale Start Date	16.03.2017 (10.30 AM)
Clarification Start Date	17.03.2017 (10.00 AM)
Clarification End Date	27.03.2017 (02.00 PM)
Bid Submission Start Date	28.03.2017 (10.00 AM)
Bid Submission End Date	08.04.2017 (06.00 PM)
Bid Opening Date	10.04.2017 (03.00 PM)

INDEX

Section	Topic	Page No.
PART	-1 BIDDING PROCEDURE	
Section I	- Invitation for Bid (IFB)	04 - 05
Section II	- Instructions to Bidders (ITB)	6 - 12
Section III	- Qualification Criteria & Performance Statement	13
Section IV	Bidding Forms:	
	- (A) Bid Submission Form	14
	- (B) Bank Guarantee Form for Bid Security	15
	- (C) National Electronic Fund Transfer (NEFT) Form	16
PART	-2 –SUPPLY REQUIREMENTS	
Section V	- Price Schedule	18 - 22
PART	-3 -CONTRACT	
Section VII	- General Conditions of Contract (GCC)	24 – 26
Section VIII	 Contract Forms 	
	(A) Contract Agreement	27
	(B) Bank Guarantee Form for Performance Security	28
	(C) Inspection & Acceptance Certificate (IAC)	- 29

PART - 1

BIDDING PROCEDURE.

SECTION-I

SPORTS AUTHORITY OF INDIA

(GA Division)
Jawaharlal Nehru Stadium Complex,
Gate No.10, Lodhi Road, New Delhi-110003

Telephone: +91–11 – 24368163, 24362777, 24368393 Website: http://sportsauthorityofindia.nic.in/ & http://eprocure.gov.in/eprocure/app

INVITATION FOR ONLINE BIDS (IFB)

Sports Authority of India, for and on behalf of the Director General, Sports Authority of India, **invites Online Bids** on **Two** Bid **System** for conclusion of rate contact for supply of Sanitary & Livery items.

2. Manual bids shall not be accepted.

Schedule No.	Brief Description of items	Amount of Bid Security (EMD) in Rs. (or equivalent Foreign Currencies)	Cost of tender
1.	Sanitary & Livery items as per details given in price schedule.	Rs.50,000/-	Rs.1,000/-

Payment:

Scanned copy of Earnest Money (Bid Security) and tender fee are to be uploaded online and Hard Copy of same must be sent to the **Director (GAD)**, 1st Floor, SAI Head Office on or before Bid Submission Date & Time as mentioned in Critical Date Sheet.

CRITICAL DATE SHEET

Published Date	15.03.2017 (10.00 AM)
Bid Document Download / Sale Start Date	16.03.2017 (10.30 AM)
Clarification Start Date	17.03.2017 (10.00 AM)
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Bid Opening Date	10.04.2017 (03.00 PM)

- 2. Bidder download from may also the **Bidding Documents** the web sitewww.sportauthorityofindia.nic.in CPP Portal & of Govt. of India http://eprocure.gov.in/eprocure/app Bidders shall ensure that their Bids, complete in all respect should be uploaded online before the closing date and time as indicated in the critical date sheet above on CPP Portal http://eprocure.gov.in/eprocure/app .
- 3. Bids shall be submitted online only at CPPP website: http://eprocure.gov.in/eprocure/app. Tenderers/Bidders are advised to follow the instructions provided in the 'Instructions to the Bidder/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at http://eprocure.gov.in/eprocure/app.

- 4. Bidder who has downloaded the tender from the Central Public Procurement Portal (CPPP) website https://eprocure.gov.in/eprocure/app and SAI website www.sportauthorityofindia.nic.in shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and Bid Security (EMD) would be forfeited and renderer is liable to be banned from doing business with SAI.
- 5. Intending Bidders are advised to visit again CPPP website https://eprocure.gov.in/eprocure/app and SAI website www.sportauthorityofindia.nic.in prior to closing date of submission of Bid for any corrigendum / addendum/ amendment.

(Sanjeev Sharma)
Director (GAD)
For and on behalf of
Director General, Sports Authority of India.

Copy to:-

- 1. PA to Secretary, SAI.
- 2. AD, (Media) for uploading the IFB on SAI Website and CPP Portal.
- 3. To All known/Past Suppliers.

SECTION - II - A

INSTRUCTIONS TO BIDDERS (ITB)

A. PREAMBLE

1. Introduction

- 1.1 The Purchaser has issued these Bidding Documents for purchase of related goods/services as mentioned in Price Schedule.
- 1.2 This section (Section II (A&B) "Instruction to Bidders") provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids.
- 1.3 Before formulating the Bid and submitting the same to the purchaser, the Bidder should read all the terms, conditions, instructions etc. contained in the Bidding Documents

B. BIDDING DOCUMENTS

2. Content of Bidding Documents

In addition to Section I – "Invitation for Online Bid" (IFB), the Bidding Documents includes:

Section II (A&B) – Instructions to Bidders (ITB)

Section III – Eligibility Criteria & Performance Statement

Section IV – Bidding Forms & Price Schedule

Section V – Schedule of Requirement

Section VI – General Conditions of Contract (GCC)

Section VII – Contract Forms

3. Amendments to Bidding Documents

- 3.1 At any time prior to the deadline for submission of Bids, the Purchaser 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 SAI website: http://sportsauthorityofindia.nic.in and CPP Portal of Government of India i.e. http://eprocure.gov.in/eprocure/app only.
- 3.3 A bidder requiring any clarification on any issue of bidding documents may take up the same with SAI in writing. The purchaser will respond immediately.

C. PREPARATION OF BIDS

4. Documents Comprising the Bid

4.1 Bidding documents seek quotation following Two Bid System in two parts:-

A) <u>Technical Bid:</u>

[Upload online scanned copies in PDF format]

- i) Scanned copy of Bid Security (EMD) & Tender Fee
- ii) Scanned copy of Bid Submission Form as per Section IV (A) and Power of Attorney in favour of signatory of Bidding Documents.
- iii) Scanned copy of Pan Card, Sale Tax/VAT Registration, TIN No. & National Electronic Fund Transfer Form (NEFT).
- iv) Scanned copy of documents mentioned in Eligibility Criteria as per Section-III.

B) Price Bid : [Upload online in prescribed PDF format as per Bidding Document]

4.2 Price Schedule duly filled up with all the details as per Section-IV (B).

It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all required documents.

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

- 4.4 The authorized signatory of the Bidder must sign the Bid duly stamped at appropriate places and initial all the remaining pages of the Bid.
- 4.5 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.
- 4.6 All payments 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 (D) along with their offers, if not already executed in SAI. Notification of Award will not be issued without NEFT Mandate Form.

Note: All documents should be submitted in PDF format.

5. Firm Price

5.1 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. The rates quoted should be inclusive of all duties/levies but exclusive of Sales Tax/VAT. Rate and amount of Sales Tax/VAT applicable may be indicated. Statutory variation in Sales Tax/VAT during the original validity of contract shall be to the purchasers account.

6. Bid Security

- 6.1 The Bidder shall furnish along with its Bid, Bid Security for an 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 below. Non submission of bid security will be considered as a major deviation and Bid without bid security will not be considered.
- 6.2 The Bid Security shall be furnished in one of the following forms:
 - (i). Account Payee Demand Draft
 - (ii). Fixed Deposit Receipt
 - (iii). Banker's cheque
 - (iv). Bank Guarantee

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 "Secretary, Sports Authority of India", payable at "New Delhi". 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.

Bid security must be submitted to the purchaser before bid submission end date and time.

- 6.3 In case as per Notification of Government of India, if the Bidder falls in the category of exemption of Bid Security, Bidder should furnish the relevant Notification along with required documents like valid Registration Certificate etc. If no such notification or Registration Certificate is furnished along with the bid; bid shall be treated as unresponsive and shall be summarily ignored without any further reference.
- 6.4 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 of ITB is 90 days, the Bid Security shall be kept valid for 135 days from Bid opening date.
- 6.5 Unsuccessful Bidders' Bid Security will be returned to them without any interest, after expiry of the Bid validity period, but not later than thirty (30) days after conclusion of the resultant contract. Successful Bidder's Bid Security will be returned without any interest, after receipt of performance security from that Bidder.
- 6.6 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.

7. Bid Validity

- 7.1 The Bid shall remain valid for acceptance for a period of 90 days (Ninety 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.
- 7.2 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.

8. Signing of Bid

- 8.1 The Bidders shall submit their Bids as per the instructions contained in ITB Clause 4.
- 8.2 Bid shall be typed and the same shall be signed by the bidder or by a person(s) who has been duty authorized to bind the bidder to the contract and upload in PDF format.
- 8.3 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. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the Bid.
- 8.4 Bidding Document seeks quotation following **Two Bid Systems, in two parts.** First part will be known as **'Technical Bid'**, and the **second part 'Price/Financial Bid'** as specified in clause-4 of ITB.
- 8.5 Authorized Signatory/Signing of Tender:
 Individual signing the tender or other documents connected with contract must specify the capacity in which the tender documents are signed as:
 - a) A 'sole proprietor' of the concern or constituted attorney of such sole proprietor;
 - b) A partner of the firm, if it be a partnership firm, in that case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.

9. Documents Establishing Bidder's Eligibility and Qualifications

Pursuant to ITB clause 4, the Bidder shall furnish, as part of its Bid, relevant details and documents establishing its eligibility criteria to perform the contract if its Bid is accepted.

D. SUBMISSION OF BIDS

10. Submission of Bids

Online bids have been invited and bidder should submit their bid as per instructions given for submission of On-line bids under Section II-B.

E. BID OPENING

11. Opening of Bids

- 11.1 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.
- 11.2 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.
- 11.3 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 at CPPP website: https://eprocure.gov.in/eprocure/app.
- 11.4 Two Bid system as mentioned in Para 4 and 8 above will be as follows. The <u>Technical Bids</u> 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 Purchaser with reference to parameters prescribed in the Bidding Document. During the Technical Bid opening, the Bid opening official(s) will read the salient features of the Bids like brief description of the goods offered, Delivery Period, Bid Security and any other special features of the Bids, as deemed fit by the Bid opening official(s).

F. SCRUTINY AND EVALUATION OF BIDS

12. Preliminary Scrutiny of Bids:

- 12.1 The Purchaser will examine the Bids to determine whether they are complete, whether the documents have been properly signed, stamped and whether the bids are generally in order.
- 12.2 These Bids shall be scrutinized and evaluated by the Purchaser with reference to parameters prescribed in the Bidding Document. In the first instance technical bids shall be evaluated.
- 12.3 Prior to the detailed evaluation of Price Bids, the Purchaser will determine the substantial responsiveness of each Bid to the Bidding Document. For the purposes of these clauses, a substantially responsive Bidder is one, which conforms to all the terms and conditions of the Bidding Documents including Technical Specifications without material deviations.
- 12.4 Thereafter, in the second stage, the Price Bids of only those bidders shall be opened for further evaluation on a notified date, which are found technically responsive (as decided in the first stage). The prices, special discount, if any, of the goods offered etc., as deemed fit by Bid opening official(s) will be read out.
- 12.5 However minor deviation and/or minor irregularity and/or minor non-conformity in the Bid, the Purchaser may waive the same.
- 12.6 If a Bid is not substantially responsive, it will be rejected by the Purchaser.

13. Comparison of Bids and Award Criteria.

- 13.1 For comparison for ranking purpose for evaluation, the comparison of the responsive Bids shall be carried out with price on all inclusive basis.
- 13.2 The contract may be awarded to the lowest responsive Bidder who meets the laid down Eligibility Criteria and submits the required Bid documents and accept other terms & conditions of Invitation for Bid.
- 14. The Purchaser 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

G. AWARD OF CONTRACT

15. 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 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.

16. Notification of Award/Execution of Agreement

- 16.1 The Purchaser will notify the successful Bidder(s) in writing, by registered/speed post or by fax/email etc. that its Bid for goods/services, which have been selected by the purchaser, has been accepted, indicating essential details and corresponding prices accepted.
- 16.2 The successful bidder must furnish to the purchaser the performance security of the required amount and return one copy of Notification of Rate Contract duly stamped and signed in token of acceptance of the same within 15 days from the date of Notification of Rate Contract.
- 16.3 The Notification of Rate Contract shall constitute the conclusion of the Contract.

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

Failure of the successful Bidder in providing Performance Security and / returning one copy of Notification of Rate Contract within 15 days in terms of ITB clause above, shall make the Bidder liable for forfeiture of its bid security and, also, for further actions by the Purchaser against it for termination of contract for default and other administrative actions as deemed fit by the purchaser.

18. 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/SAI: -

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

SECTION-II-B

Instructions for Online Bid Submission

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

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

2. REGISTRATION

- (i). Bidders are required to enrol 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 logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

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 / email 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.

4. PREPARATION OF BIDS

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

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 indicate 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 Bid Security as per the instruction specified in the tender document. The original should be **posted/couriered/given** in person to the concerned official latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (v) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission on 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.

6. ASSISTANCE TO BIDDERS

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

SECTION - III

ELIGIBILITY CRITERIA & PERFORMANCE STATEMENT (A) ELIGIBILITY CRITERIA

Bid Reference No. 9(1)/SAI/GAD-II/2016-17

S.N.	ELIGIBILITY CRITERIA
1	The bidder should have an Average Annual Turn Over of Rs. 50.00 Lakhs
	(Average of last 3 years) ending March 2016 – (Submit C.A. Certificate).
2	Having executed purchase orders for supply of Sanitary Items and other
	such items value not less than Rs. 25 Lakhs per annum (average of 03
	years) to any Central/State Govt. & Public Sector Undertaking/MNC
	during the last three (03) years as on 31.03.2017 (submit performance
	statement as per format enclosed.
3	Having permanent account no., (ii) Sale Tax/VAT Registration

1. In support of above, the Bidder shall furnish the required documents, Performance Statement as per Performa in Section-III 'B'.

SECTION-III

(B) PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last three years)

Bid Reference No.	÷
Date of opening	:
Name and address of the Bidder	:

Details of orders received

Order placed by (full address of Purchaser)	Order number and date	Description and quantity of ordered goods and services	Value of order	Date of completion of Contract	Remarks indicating reasons for delay if any
1	2	3	4	5	6

Signature and seal of the Bidder

Note:-

Purchaser reserves the right to ask the Bidder to furnish Order copies and Satisfactory Completion Certificate from purchaser in respect of above

SECTION-IV

(A) BID SUBMISSION FORM

	Date:
To Sports Authority of India Jawaharlal Nehru Stadium Complex, Gate No.10, Lodhi Road, New Delhi-110003	
Ref.: Your Bidding Document Nodated	
We, the undersigned have examined the above mentioned Bidding Damendment/corrigendum No, dated (if any), the receip confirmed. We now offer to supply goods/services (Description of services) in cabove referred document for the sum as shown in the price schedule(s), attained part of this Bid.	t of which is hereby onformity with your
We further confirm that, if our Bid is accepted, we shall provide you Security of required amount in an acceptable form in terms of GCC for due Contract.	
We agree to keep our Bid valid for acceptance for 90 days or for subperiod, if any, agreed to by us. We also accordingly confirm to abide by this Bid period and this Bid may be accepted any time before the expiry of the aforesaid confirm that, until a formal Contract is executed, this Bid read with your written within the aforesaid period shall constitute a binding Contract between us.	up to the aforesaid period. We further
We agree to all terms and conditions of General Conditions of Contract Including clause no. 14 - Fall clause.	t as per Section - VI.
We further understand that you are not bound to accept the lowest receive against your above-referred Bid Reference.	or any Bid you may
We confirm that we do not stand deregistered/banned/blacklisted by an	y Govt. Authorities.
We confirm that we fully agree to the terms and conditions specified in Bidding Document, including amendment/corrigendum if any.	in above mentioned
[Signature with date, na	me and designation]
Duly authorised to sign Bid for and on behalf of Messrs	
[Name & address o	f the manufacturers]

SECTION - IV (B)

Price Schedule

I/We hereby submit my/our competitive quotations/rates inclusive of all duties/levies, but exclusive of Sales Tax/VAT for supply of under quoted Sanitary & Livery items of branded make, on SAI Stores, JNS, New Delhi basis, valid for a period of one year from the date of acceptance of the bid: -

S. No	Name of Items	Brand/Make of item	Approximate proposed Qty. For purchase	Rates per unit (inclusive of all applicable duties/levies) but exclusive of Sale Tax/VAT (Rs.)	Rate and amount of S. Tax/VAT	Price Per Unit/No. (inclusive of Sales Tax/VAT) (Rs.) (5+6)
1	2	3	4	5	6	7
1.	Broom Naryal	Superior quality	800 No			
2.	Broom Soft (Phool)	Superior quality	800 No			
3	Brush Platform Mopping Coir (Big)	Superior quality	300 No			
4.	Broom Road (Long Handle)	Superior quality	300 No			
5	Brush Toilet (Hockey)	Superior quality	300 No			
6	Brush (Cobweb)	Superior quality	100 No			
7	Wiper having 18" blade- Big size	Superior quality	300 No			
8	Clenzo – 5 Ltr. Tin	Superior quality	700 Ltr			
9	Colin – 500 ml	Superior quality	900 No			
10	Floor Duster 24 x 24	Superior quality	4000 No			
11	Hand Duster 24x24	Superior quality	1500 No			
12	Dust Pan- Plastic	Superior quality	300 No			
13	Finit/spray 5ltr.tin	Superior Quality	150 Ltr			
14	Finit/spray 01 Ltr	Superior Quality	150 Ltr			
15	Brasso-100 gms container	Superior Quality	50 No - 100grm tin			
16	Naphthalene ball – 1 Kg	Superior Quality	300 KG			
17	Odonil/Airfreshner-100g	Superior Quality	1000 No			
18	Phenyl 5 ltr. Cane	Superior Quality	700 Ltr			
19	Room Freshener-	Superior Quality	900 No			
20	Soap Cake150 gm	Superior Quality	4000 No			
21	Soap Cake-Small	Superior Quality	1000 No			
22	Sponge	Superior Quality	600 No			
23	Vim/Nip Powder-1 KG	Superior Quality	1000 Kg			

S. No	Name of Items	Brand/Make of item	Approximate proposed Qty. For purchase	Rates per unit (inclusive of all applicable duties/levies) but exclusive of Sale Tax/VAT (Rs.)	Rate and amount of S. Tax/VAT	Total Cost/Unit (inclusive of Sales Tax/VAT) (Rs.)
24	Washing powder-5kg	Superior Quality	500 Kg			
25	Soap Liquid(5 Ltr)	Superior Quality	300 Ltr			
26	Toilet Cleaner-500 ml	Superior Quality	500 No			
27	Toilet Roll	Superior Quality	500 No			
28	Tissue Paper (Face)	Superior Quality	1000 No			
29	Tat Patti (P. mtrs.)	Superior Quality	500 Mtr			
30	Urinal Cube	Superior Quality	700 Pkt			
31	Bucket-25 ltr	Superior Quality	1000 No			
32	Dust Bin-Big (without cover)	Superior Quality	100 No			
33	Dust Bin-Big (With cover)	Superior Quality	100 No			
34	Dust Bin – Medium (without cover)	Superior Quality	100 No			
35	Dust Bin–Medium (With cover)	Superior Quality	100 No			
36	Dust Bin-Small (without cover)	Superior Quality	200 No			
37	Dust Bin-Small (With cover)	Superior Quality	500 No			
38	Mosquito Riffle	Superior Quality	1000 No			
39	Mosquito Machine with riffle	Superior Quality	500 No			
40	Hit (Cockroach)	Superior Quality	800 No			
41	Hit (Mosquito)	Superior Quality	200 No			
42	Liquid(Hand Wash)	Superior Quality	700 No			
43	Door Mat Jute (Diff. Size)	Superior Quality	500 SQF			
44	Door Mat Poly Grass	Superior Quality	2500 SQF			
45	Hanger-Iron plastic coated	Superior Quality	400 No			
46	Hanger-Steel	Superior Quality	400 No			

S. N	Name of Items	Brand/Make of item	Approximate proposed Qty. For purchase	Rates per unit (inclusive of all applicable duties/levies) but exclusive of Sale Tax/VAT (Rs.)	Rate and amount of S. Tax/VAT	Total Cost/Unit (inclusive of Sales Tax/VAT) (Rs.)
47	Hanger-Wooden	Superior Quality	400 No			
48	Flower Pot (Off.) – Bone-Big	Superior Quality	50 No			
49	Flower Pot (Off.)- Brass	Superior Quality	50 No			
50	Glass Ordinary (Tumbler)	Superior Quality	3000 No			
51	Costar (6X1)	Superior Quality	150 Sets			
52	Shipper-Steel – 1 Ltr	Superior Quality	200 No			
53	Tea Flask (Steel)	Superior Quality	25 No			
54	Water Jug Plastic -2 Ltr	Superior Quality	500 No			
55	Coffee Mug-Bone china	Superior Quality	800 No			
56	Cut Glass- Borocil	Superior Quality	400 No			
57	Cut Glass-VIP	Superior Quality	600 No			
58	Mug Plastic	Superior Quality	1000 No			
59	Cup Plate-Ordinary- Bone China	Superior Quality	150 Sets.			
60	Tray Plastic – Service	Superior Quality	150 nos.			
61	Full Plate- Bone China	Superior Quality	300 nos.			
62	Quarter Plate – Bone Chine	Superior Quality	200 nos.			
63	Half Plate – Bone Chine	Superior Quality	200 nos.			
64	Bowels – Bone chine	Superior Quality	500 nos.			
65	Spoon Table	Superior Quality	500 nos.			
66	Spoon Tea	Superior Quality	400 nos.			
67	Jug Mayor	Superior Quality	100 rolls			
65	Tea Set-with Sugar & milk Pot-Bone china	Superior Quality	10 nos.			
66	Cutlery Set – 12 Pcs	Superior Quality	10 nos.			
67	Towel Big-Size 5	Superior Quality	500 No			
68	Towel – Medium	Superior Quality	100 nos.			
69	Towel – Small (Hand)	Superior Quality	400 Nos			
70	Ties (Neck)	Superior Quality	1000 nos.			

S. No	Name of Items	Brand/Make of item	Approximate proposed Qty. For purchase	Rates per unit (inclusive of all applicable duties/levies) but exclusive of Sale Tax/VAT (Rs.)	Rate and amount of S. Tax/VAT	Total Cost/Unit (inclusive of Sales Tax/VAT) (Rs.)
71	Scarf (Women)	Superior Quality	500 nos.			
72	Bed sheet Colour-Single	Superior Quality	500 nos.			
73	Bed sheet White-Single	Superior Quality	1000 Nos			
74	Bed sheet Colour- Double Bed	Superior Quality	100 Nos.			
75	Bed sheet White- Double Bed	Superior Quality	100 No			
76	Pillow	Superior Quality	800 No			
77	Pillow- Cover	Superior Quality	3200 nos.			
78	Umbrella-Big	Superior Quality	100 nos.			
79	Quilts – single Bed	Superior Quality	50 nos			
80	Quilts cover-Single Bed	Superior Quality	50 nos			
81	Quilts – Double Bed	Superior Quality	50 nos			
82	Quilts cover-Double Bed	Superior Quality	50 nos.			
83	Floor Pot container–Big (Brass)	Superior Quality	50 nos.			
84	Rope -20mm	Superior Quality	1000 Mtrs.			
85	Rope-25mm	Superior Quality	500 Mtrs			
86	Rope-30mm	Superior Quality	300 Mtrs			
87	Safety Belt	Superior Quality	100 nos.			
88	Fruit Bowels	Superior Quality	800 nos.			
89	Mat for Centre Table	Superior Quality	50 nos.			
90	Double Bed (Side Mat)	Superior Quality	50 nos.			
91	Single Bed (Side Mat)	Superior Quality	250 nos.			
92	Bath Room Mat	Superior Quality	100 nos			

DECLARATION

- 1. The rates quoted are inclusive of all applicable duties/levies but exclusive of Sales Tax/VAT, on free delivery at SAI Store JN Stadium, New Delhi
- 2. I/we hereby undertake to execute the supply as per supply order within seven days or as mentioned in the contract, on receipt of supply order during the period of one year at the above quoted rates.

SECTION - IV

(C) BANK GUARANTEE FORM FOR BID SECURITY

Whereas	(hereinafter call	led the "Bidder") has submitted its
quotation dated	for the supply of	(hereinafter called the
"Bid") against the purchaser's	s Bid Reference No	Know all
persons by these pres	sents that we	of
	(Hereinafter called	the "Bank") having our registered
office at	are bound unt	
(hereinafter called the "Purch	naser) in the sum of	for which payment
will and truly to be made to	the said Purchaser, the Bank binds	s itself, its successors and assigns by
these presents. Sealed with t	he Common Seal of the said Bank t	this day of
20 The condition	ons of this obligation are:	
	withdraws or amends, impairs or deriod of validity of this Bid.	erogates from the Bid in any
(2) If the Bidder during the period of i	having been notified of the accepta ts validity:-	ance of his Bid by the Purchaser
•	or refuses to furnish the Pe ormance of the Contract. OR	erformance Security for the due
b) fails o	or refuses to accept/execute the Co	ontract.
demand, without the Purchas	ser having to substantiate its dema smount claimed by it is due to it ow	nt upon receipt of its first written and, provided that in its demand the ring to the occurrence of one or both
days i.e. for 135 days (90 day	, , , , , , , , , , , , , , , , , , , ,	s after the period of Bid validity of 90 Opening and any demand in respect
	(Signature o	of the authorised officer of the Bank)
		Name and designation of the officer
	Seal, name & address of	f the Bank and address of the Branch

SECTION - IV

(D) NEFT MANDATE FORM

From: M/s.	Date:
То,	
Executive Director (Finance) Sports Authority of India	
Sub: NEFT PAYMENTS	
We refer to the NEFT being set up by SA scheme, our payments may be made through the NATIONAL ELECTRONIC FUNDS TRANSFER N	
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	
Bidder's Name as per Account	
Telephone No. of Bidder	
Bidder's E-mail ID	
For and	[Signature with date, name and designation] on behalf of Messrs
	[Name & address of the Bidder]

Confirmed by Bank

Enclosed a copy of Crossed Cheque

PART - 2

SECTION V SCHEDULE OF REQUIREMENT AS GIVEN IN PRICE SCHEDULE UNDER SECTION IV (B)

PART - 3

CONTRACT

SECTION - VI

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

- 1.1 Rate Contract is an agreement between the purchaser and the supplier for supply of specified goods at specified price and terms & conditions during the period covered under the Rate Contract. No minimum drawl is guaranteed against the Rate Contract. The Rate Contract is in the nature of a standing offer from the supplier firm.
- 1.2 It may be noted that the date of delivery mentioned in supply orders placed against the Rate Contract shall be essence of contract.
- 1.3 The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same is not superseded by Financial Bid under Section IV of this document. Annual Rate contract concluded as a result of this invitation of Bid shall be governed by the Terms and conditions and other relevant instructions as contained in this Bid Document.

2. Performance Security

- 2.1 Within fifteen (15) days from date of the issue of Notification of Rate Contract by the purchaser, successful Bidder shall furnish Performance Security to the purchaser for an amount of Rs. 1,00,000/-, valid up to one year + 60 days i.e. for 14th months from the date of Commencement of contract.
- 2.2 The Performance Security shall be denominated in Indian Rupees in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt or Bank Guarantee issued by a Scheduled bank, in the prescribed form as enclosed.
- 2.3 The purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all Contractual obligations.

3. Commencement of Services

The Rate Contract for supply of goods/services shall be valid for a period of 01 Year from the date of its commencement and can be extended for a period up to maximum period of 01 Year at the same, Terms & Conditions including Price, subject to satisfactory performance and mutual consent. Order can be placed up to the last date of the Rate Contract.

- **4. Prices:** Prices/rates quoted should be indicated in words and figure. Prices shall remain firm and fixed during the currency of Rate Contract. Tenders received with variable rates shall be rejected.
- **5. Taxes & Duties**: Prices quoted are inclusive of all duties/levies, except sales tax/VAT. However, statutory variations in Sales Tax/VAT during the original delivery period of contract shall be to the purchaser's account.

6. Terms and Mode of Payment:

- 6.1 100% payment would be made upon receipt of stores in full and good condition by the consignee against inspection and Acceptance Certificate issued by the consignee subject to recoveries if any.
- 6.1 Contractor shall furnish following certificate along with each bill for payment for supplies made against this Rate Contract:-

"I/We certify that there has been no reduction in sale price of the Stores of Description identical to the Stores supplied to SAI under the contract herein and such Stores have not been offered/sold by me/us to any person(s)/organisation(s) including the purchaser or any Department of a State Govt. or any statutory Undertaking of the Central or State Govt. as the case may be up to the date of the bill/the date of completion of supplies against this contract at a price lower than the price charged to SAI."

7. **Terms of Delivery: -** Free delivery at consignee site i.e. Sports Authority of India, JN Stadium, New Delhi – 110003.

8. Delivery Period:-

8.1 Within 07 days of placement of confirmed Supply Order on the supplier firm or as stipulated in the supply order.

- 8.2 The goods supplied by the supplier shall be as per specification of goods mentioned in the contract. In case duplicate/identical goods of varying quality are supplied, the same shall be rejected outright.
- 8.3 The supplier shall be responsible to replace the rejected/damaged goods with the goods as per specification mentioned in the contract, within 05 days from the date of rejection of stores.

9. Shortfall in Contractor's performance:-

In case of delay in supply of goods beyond delivery period indicated in Supply Order, a penalty of Rs. 200/- per day shall be imposed for first default. In case of second default a penalty of Rs. 300/- per day shall be imposed. In case of third and subsequent defaults in supply of goods a penalty of Rs. 500/- per day shall be levied. In case of delay in supply of goods after third default, purchaser reserves the rights to terminate the contract in terms of provision of Clause 12 of GCC "Termination for Default".

10. Warranty

- 10.1 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. 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 within 12 months from date of supply.
- 10.2 The supplier shall, promptly (i.e. within 05 days) repair or replace the defective goods free of cost, to the consignee. The supplier shall take over the replaced/goods after providing their replacements and no claim, whatsoever shall lie on the Purchaser for such replaced/goods thereafter.
- 10.3 If the supplier, having been notified, fails to replace the defective goods 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.

11. Inspection

The inspection of goods supplied shall be carried out by purchaser or his authorised representative at the consignees place. Consignee reserves the right to reject the stores in part or full if the stores supplied are found to be not as per Contract and Specifications. The decision of the consignee shall be final and binding.

12. Termination for default

- 12.1 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 bidder, terminate the Contract in whole or in part, if the bidder fails to perform any Contractual obligation(s) within the time period specified in the Contract, or within any extension thereof granted by the purchaser.
- 12.2 Unless otherwise instructed by the purchaser, the bidder shall continue to perform the Contract to the extent not terminated.

13. Termination for insolvency

13.1 If the contractor becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the Contract at any time, by serving written notice to the bidder without any compensation, whatsoever, to the bidder 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.

14 Fall Clause

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

15 REVOCATION/CANCELLATION OF RATE CONTRACT:

Since, Rate Contract is a standing offer and is merely a document embodying various terms of the standing offer made by the contractor for acceptance by the purchaser, either party namely, the R/C holder/ the Purchaser can legally revoke/cancel the Rate Contract at any time during the currency of the Rate Contract giving a notice of 30 days. The revocation of the Rate Contract on the part of the R/C holder shall take effect 30 days from the date of the communication of revocation is received by the Purchaser. The cancellation of the rate contract by the Purchaser shall take effect 30 days from the date of issue of letter notifying the short —closure.

16. Resolution of disputes.

- 16.1 If dispute or difference of any kind shall arise between the purchaser and the Bidder in connection with or relating to the Contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 16.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twentyone days of its occurrence, then, either the purchaser or the Bidder 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 Bidder 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.

17. Venue of Arbitration:

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

18. Jurisdiction:

The courts of Delhi shall have sole jurisdiction to settle any dispute which may arise between the parties to the contract.

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

SECTION - VII

SPORTS AUTHORITY OF INDIA (GA DIVISION) JAWAHARLAL NEHRU STADIUM COMPLEX, GATE NO. 10, LODHI ROAD, NEW DELHI-110003.

(A) CONTRACT AGREEMENT

Contract No			Dated					
This	s is in continu	ation to this office's Notification	of Rate Contract	No) dat	ted		
 1.	—— Name & ad	ddress of the Insurance Service Pr	rovider					
2.	Purchaser's Bidding Document No dated and subsequent Amendmen No, dated (if any), issued by the purchaser.							
3.	Insurance No	Provider's Bid No d dated (if any ion with this Bid.	lated a	and subseque				
4.	documents read and c 1. Genera 2. Price S	n to this Contract Form, the form of the second on the form of this Construed as integral part of this Conditions of Contract; sechedule(s) furnished by the suppleser's Notification of Award	2 and 3 above, sha Contract:					
f	for ready refer	onditions, stipulations etc. out of rence: culars of the goods which shall b			re reproduced bel	ow		
	Schedule No.	Brief description of services	Accounting unit	Unit Price	Total price			
	Any other	additional services (if applicable)	and cost thereof: _					
	Total value	e (in figure) (In wo	ords)					
	(ii) Details of	Performance Security:						
				the purchaser r and on beha	re, name and addr 's authorised offic If of Director Gene rts Authority of In	ial) ral		
			F	Received and a	ccepted this Contr	act		
		for an	 [<i>Signatur</i>] d on behalf of Mes		ame and designati	_		
				[Name &	address of the Bid	der		
			· ·		nce Service Provid	-		
			P	lace:		_		

SECTION - VII

(B) BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To,

Sports Authority of India, Jawaharlal Nehru Stadium Complex, Gate No.10, Lodhi Road, New Delhi-110003.

[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, Jawaharlal Nehru Stadium Complex, Gate No.10, Lodhi Road, New Delhi-110003

PERFORMANCE GUARANTEE No.:

[insert Performance Guarantee number]

We have been informed that [insert complete name of Insurance Provider] (hereinafter called "the contractor") has entered into Contract No. [insert number] dated [insert day and month], [insert year] with you, for providing the 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 *Bidder*

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 *Bidder* 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]

SECTION - VII

(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	<u>;</u>	
3)	Consignee	;	
4)	Description of the items supplied	<u>;</u>	
5)	Quantity Supplied & Received	<u>:</u>	
6)	Date of Receipt by the Consignee	:	
7)	Damages/Shortages/Recoveries	:	
8)	Remarks, if any	:	
9)	Ledger Entry Details	·	
	(including Page No.)		
	Si	iignatures of Inspection & Acceptance Committee Me	mbers
		Counter signed by Head of the C	Centre
		Date:	
		Place:	
		(Seal)