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**Open Tender Enquiry/REQUEST FOR TENDER (RFP)  
FOR  
PROCUREMENT OF CEREMONIAL DRESS FOR NATIONAL SPORTS  
AND ADVENTURE AWARDS 2023**

## **DISCLAIMER**

This RFP is being issued by Sports Authority of India for procurement of Ceremonial Dress For National Sports And adventure Awards 2023 on such terms and conditions and technical specifications as set out in this RFP document.

It is hereby clarified that this RFP is not an Agreement and is not an offer or invitation by SAI to any party hereunder. The purpose of this RFP is to provide the bidder (s) with information to assist in the formulation of their proposal submission. This RFP document does not purport to contain all the information bidders may require. This RFP document may not be appropriate for all persons and it is not possible for SAI to consider particular needs of each bidder. Each bidder should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. SAI and their advisor make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations or otherwise as to the accuracy, reliability or completeness of the RFP document.

SAI in their absolute discretion, but without being under any obligation to do so, may update, amend or supplement the information in this RFP document.

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## **PART-1-BIDDING PROCEDURE**

**SPORTS AUTHORITY OF INDIA**  
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**SECTION I- Notice Inviting Tender (NIT)**

**INVITATION FOR ONLINE BIDS (IFB)**

1. Sports Authority of India under Ministry of Youth Affairs and Sports, Govt. of India invites On-line bids from eligible bidders, in single stage two bid systems for procurement of the following equipment/items:

Sl. No.	Brief Description of Goods	Amount of Bid Security in Rs.
1	Ceremonial dress as mentioned in Section-V “Schedule of Requirements”	11,500

\*The tentative estimated quantities against each item are as mentioned at Section V.

Bidders are required to mandatorily quote for all items in Section V failing which the bid will be considered Non-Responsive. An undertaking to this regard needs to be submitted along with the Technical Bid.

**SCHEDULE OF BIDDING PROCESS WITH KEY DETAILS**

<b>Date of publication of RFP on e-procurement portal of CPP Portal</b>	<b>16.12.2023</b>
<b>Start date and time of downloading of document</b>	<b>16.12.2023</b>
<b>Bid submission start date and time</b>	<b>16.12.2023</b>
<b>Last Date and Time of uploading/submission of Bids</b>	<b>23.12.2023 till 6:00 PM</b>
<b>Bid Validity Period</b>	<b>75 days</b>
<b>Opening of Techno-Commercial Bid (Bid 1) Date and Time</b>	<b>25.12.2023 at 11:00 AM</b>
<b>Opening of Price Bid (Bid 2) Date and time</b>	<b>To be informed separately</b>

\*\* Queries / Clarifications are to be responded online only.

- Bidders may download the Bidding Documents from the web site <https://sportsauthorityofindia.gov.in/sai/latest-information/#tenders> & CPP Portal of Govt. of India i.e. <https://eprocure.gov.in/eprocure/app> Bidders shall ensure that their Bids, complete in all respect are uploaded online before the closing date and time as indicated in the critical date sheet above on CPP Portal <https://eprocure.gov.in/eprocure/app>.
- Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app> . Bidders are advised to follow the instructions provided in the ‘Instructions to the Bidder for e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>.
- Bidders shall not tamper/modify the tender form including downloaded price bid template in any manner. In case, the same is found to be tempered/ modified in any manner, tender will out-rightly be rejected.
- Intending bidders are advised to regularly visit CPP Portal website <https://eprocure.gov.in/eprocure/app> and SAI website <https://sportsauthorityofindia.gov.in/sai/latest-information/#tenders> before submission of tender for any corrigendum / addendum/ amendment.

**Dy. Director (ES)**

**For and on behalf of Director General  
Sports Authority of India**

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**SECTION – II (A)**  
**INSTRUCTIONS TO BIDDERS (ITB)**

**(a) PREAMBLE**

**1. Definitions and Abbreviations**

i) The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

ii) Definitions:

- a. “Purchaser” means the organisation purchasing goods and services as incorporated in the Tender Enquiry documents i.e., Sports Authority of India (SAI).
- b. “Tender” means bids/quotations/Tender received from a Firm/ Bidder.
- c. “Bidder” means bidder/the individual/company or firm submitting bids/Quotations/Tender.
- d. “Supplier” means the individuals/company or the firm supplying the goods and services as incorporated in the contract.
- e. “Goods” means the ceremonial dress, which the supplier is required to supply to the purchaser under the contract.
- f. “Services” means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- g. “Earnest Money Deposit” (EMD) means Bid Security/monetary or financial guarantee to be furnished by a bidder along with its tender.
- h. “Contract” means the written agreement entered between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc., therein.
- i. “Performance Security” means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as interest free Security Deposit.
- j. “Consignee” means person to whom the goods are required to be delivered to a person as an interim consignee for the purpose of person is the consignee, also known as ultimate consignee.
- k. “Specification” means the document/standard that prescribes the requirement with which goods or service has to conform.
- l. “Inspection” means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- m. “Day” means calendar day.
- n. “Warranty” means Life Cycle/ Shelf Cycle of the Apparels.

iii) Abbreviation: -

- a. “TE Document” means Tender Enquiry Document
- b. “NIT” means Notice Inviting Tenders
- c. “ITB” means Instruction to Bidders/Tenders
- d. “GCC” means General Conditions of Contract
- e. “SCC” means Special Conditions of Contract
- f. “NSIC” means National Small Industries Corporation
- g. “DP” means Delivery Period
- h. “BG” means Bank Guarantee
- i. “GST” means Goods & Services Tax
- j. “RR” Railway Receipt
- k. “FOR” means Free on Rail
- l. “RT” means Re-Tender
- m. “DDP” means Delivery Duty Paid named place of destination (Consignee site)

**2. Introduction**

- a) This bid document is for procurement of items as mentioned in **Section –V** “Schedule of Requirements.

- b) This Section (**Section II**) provides 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 of bids as well as scrutiny and evaluation of bids and subsequent placement of contract.
- c) Before formulating the bid and submitting the same to the Purchaser, the bidder should read and examine all the terms and conditions, instructions, specifications etc. contained in the bid document. Failure to provide and/or comply with the required information, instructions etc. incorporated in this bid document, may result in rejection of the bid.

### **3. Language of Bid**

The bid submitted by the bidder and all subsequent correspondence and documents relating to the bid, exchanged between the bidder and the SAI, shall be written in 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 purpose of interpretation of the bid, the English translation shall prevail.

### **4. Eligible Goods and related services**

All goods and related services to be supplied under the contract shall have their origin in India/ any other country with which India has not banned trade relations. The term “origin” used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

Only Class I Local Supplier meeting the required minimum local content as defined in [Ministry of Textiles order dated 01.02.2019](#) will be eligible to bid in this IFB.(As per 3 (a) & 5 of [DPIIT order dated 16.09.2020](#))

**Class I Local Supplier** means a supplier or service provider whose goods, services or works offered for procurement has local content equal to or more than the minimum local content as defined by the Nodal ministry.

- Ministry of Textiles order dated 01.02.2019 defines minimum local content for MMF Blended material as 85%.
- Hence any bidder quoting in this tender should have a minimum local content of 85%.

The Local Content calculation/percentage of domestic value addition (minimum required local content: 85%) will be applicable on the total value/volume of all items under procurement in the tender.

### **5. Tendering Expenses**

The Bidders shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process

### **6. Local Conditions**

It is imperative that each bidder fully acquaints himself with all the local conditions and factors, which would have any effect on the performance/completion of the contract in all respect. Bidders would themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time in India and/or country of

manufacture and supply. On such matters, the purchaser shall not entertain any request from the bidders.

### (c) BIDDING DOCUMENTS

#### 7. Content of Bidding Documents

In addition to Section I – “Invitation for Bid” (IFB), the Bid Document includes several Sections up to Section-VIII. These Sections are:

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

#### 8. Amendment(s) to Bid Documents

- i) At any time prior to the deadline for submission of bid, the Purchaser may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid document by issuing suitable amendment(s) to it.
- ii) Such an amendment to the bid document will be uploaded on SAI website: [www.Sports authority of India and Central Public Procurement \(CPP\) Portal of Government of India](http://www.Sports authority of India and Central Public Procurement (CPP) Portal of Government of India) i.e., <https://eprocure.gov.in/eprocure/app> only.
- iii) Prospective bidders are advised in their own interest to visit website of and CPP Portal for any amendment etc. before submitting their bids.
- iv) In order to afford prospective bidders reasonable time to take into account the amendments in preparing their bids, SAI may, at its discretion, suitably extend the deadline for submission of bids.

#### 9. Modifications/withdrawal of bids

The bidder, after submitting the bid, is permitted to submit alterations/modifications to the bid, so long such alterations/ modifications are received duly sealed and marked like original bid, up-to the date and time of submission of bid. No amendment/modification/withdrawal shall be permitted after the prescribed expiry date and time of receipt of bids i.e., during the Bid validity period that commences immediately upon the expiry of Bid Due date and time. The bidder shall be liable for severe actions and consequences including debarment/blacklisting, if Bid is withdrawn/amended during the bid validity period and no plea shall be entertained in this regard.

#### 10. Clarification of Bid Documents

- i) A bidder requiring any clarification or elucidation on any issue in respect of the bid 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 7 day of prior to the prescribed original date of submission of bid.
- ii) Any clarification issued by Purchaser in response to query (ies) raised by the prospective bidders shall form an integral part of bid document and it may amount

to an amendment of the relevant clause(s) of the bid document.

## 11. Bid format

The bidders are to furnish their bids as per the prescribed format at **Section IV** and as per the instructions/Checklist incorporated in the bid document.

### (d) PREPARATION OF BIDS

## 12. Documents comprising the bid

The bid prepared by the Bidder shall comprise the components detailed in Clause 13 & 14 of ITB (Technical and Financial Bid). The Bids not conforming to the requirements as stated in the said clauses shall be summarily rejected. SAI's decision in this regard shall be final, conclusive and binding on all the Bidder(s).

## 13. Technical Bid:

The Bidder shall submit the scanned copy of following documents along with company file while submitting the bid documents: -

- i) **Bid Security:** The bidder shall furnish Bid Security for an amount as shown in the bid document. Non-submission of Bid Security will be considered as major deviation and bid will not be considered. The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as along with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs.
- ii) Authorization Certificate issued by Original Manufacturer in favour of the bidder, if the bidder is not the Manufacturer of the goods to be supplied. (either of the two can participate in the Bidding Process). Furnish scanned copy of Manufacturer's Authorization Form as per **Section IV(E)**.
- iii) Certificate of Incorporation/ Registration Certificate of the firm / Company/Agency.
- iv) Board Resolution/Power of Attorney in favour of person signing the bid.
- v) Documents mentioned in the qualification criteria as per **Section III (A)**.
- vi) Performance Statement as Performa in Section III-B along with relevant copies of orders and end users' satisfaction certificate/installation reports to establish relevant clauses in qualification criteria as per Section III (A).
- vii) Goods & Services Tax Registration Certificate and Valid PAN.
- viii) Detailed specifications along with make and model of the goods which the bidder proposes to supply. In case, the configuration/specifications offered by the bidder are found to be inferior to the configurations/specifications prescribed in the nomenclature Section VI, then the tender of such bidders shall be rejected out rightly.
- ix) As per 9 (a) of the DPIIT order dated 16.09.2020, the Class I local suppliers are required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for Class I local supplier. They shall also give details of locations at which the local value addition is made.

Local Content shall be computed on the basis of the cost of domestic components in goods as compared to the total cost of the product. Total cost of the product shall constitute the cost of production of goods, covering direct component (material) cost, direct manpower cost, factory overhead cost and shall exclude profit,

company overhead cost and taxes for the delivery of goods. Accordingly, % for domestic and value addition will be calculated as under

$$\text{Percentage of domestic value addition} = \frac{\text{Domestic Bill of Material} \times 100}{\text{Total Bill of Material}}$$

Where in

Dom-BOM is Domestic Bill of Material which is sum of the costs of all domestic inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit/set-off can be taken) and which have not been imported directly or through a domestic trader or an intermediary.

Total Bill of Material is the market price of the item (excluding net domestic indirect taxes) excluding post-production freight, insurance, advertisement, and other handling costs minus profit after tax, minus warranty costs.

The Local Content calculation/percentage of domestic value addition (minimum required local content:85%) will be applicable on the total value/volume of all items under procurement in the tender

- x) In case bidder is not the Original Manufacturer, he has to undertake that the rates being quoted are not higher than the rate of Original Manufacturer, and that undertaking need to be authenticated by the Original Manufacturer.

**Note:-**

- i) The bidding companies /firms /agencies are required to attest (self-attestation) the scanned copies of documents, along with the bid, signed on each page with seal, to establish the bidders' eligibility and qualifications failing which their bid shall be summarily rejected and will not be considered. The bidders are responsible for what they attest and claim; if, later on, it is found that whatever has been attested by the bidder is not true/ correct, the company/ firm / agency of the bidder will render itself liable for punitive action including debarment/black- listing for purpose of procurement of any item(s), in addition to attracting penal provisions of the agreement.**
- ii) The bidders shall execute necessary instrument and documents required by SAI/purchaser in relation to the bidding documents and shall adhere to all notification/amendments as may be issued by the purchaser from time to time. All costs (including taxes, stamp duties and registration charges if any) shall be borne by the bidders.**
- iii) The Technical bid shall not include any financial information. Such a bid shall be summarily rejected.**

#### **14. Financial Bid:**

- i. This should be uploaded online in the prescribed XLS format as per **BOQ available in CPP Portal.**
- ii. Financial proposal should contain the 'Price Schedule' in the XLS format prescribed in. All prices should be in India Rupees.
- iii. All the bidders are required to quote prices on DDP (Delivered Duty Paid) to destination at consignee's site. They shall furnish breakup of the prices as per price schedule given in RFP. SAI reserves the right to treat the bids not containing the breakup of prices as non-responsive.
- iv. The price for the goods / equipment shall include a complete breakup showing the basic price, excise duty, other levies, GST, packing charges, forwarding charges, freight and insurance charges and other charges if any shall also be given. Bids not containing the breakup of prices are liable to be rejected.

Government levies, duty, taxes on the complete goods/equipment as applicable on the date of opening of price bid will be considered for evaluation. In case there is variation in the statutory duties/taxes during the currency of the contract, the same will be payable at actual as applicable on the date of invoicing of goods/ equipment provided the goods/equipment are delivered as per contracted delivery schedule.

- v. The bidders should quote their lowest possible prices.
- vi. The terms DDP shall mean as defined in delivery schedule.
- vii. The price quoted for the goods/equipment shall be firm and not subject to any upward variation except for the variation in statutory levies and duties separately quoted by the bidder in its bids.
- viii. Bidder shall quote only one price for each item. If more than one price is quoted, the lowest unit rate quoted by the bidder will be considered for evaluation.
- ix. The authorized signatory of the bidder must sign the bid, duly stamped at appropriate places with initials on all the remaining pages of the bid. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- x. No condition shall be attached to the Financial Bid. Conditional bids shall be summarily rejected.
- xi. The bid of 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.

*Note: Bidders are required to upload the “Technical Bid’ and ‘Financial Bid’ separately at the designated place in required format in CPPP Portal*

#### **15. Bid currency**

- (i) The Bidder shall quote the price as per the Price Schedule given in Section -IV(C) in Indian Rupees only.
- (ii) Tenders, where prices are quoted in any other way, shall be treated as non-responsive and rejected.

#### **16. Bid Price**

- (i) The Bidder shall indicate on the Price Schedule provided under Section IV (C) 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.
- (ii) The quoted prices for goods offered for domestic goods shall be quoted in the Price Schedule given under BOQ.
- (iii) Duties and Taxes:
  - a) The bidders are required to indicate the duties and taxes payable by them in their Price Schedule. For the supplies made as per the original delivery schedule the statutory levies as applicable on the date of supply shall be paid/ reimbursed to the Bidder/contractor at actual.
  - b) For the supplies made beyond the original delivery schedule, the reimbursement of statutory levies shall be governed by the provisions of the contract. In no case, the Bidder/contractor shall be entitled to any increase in duties and levies imposed after

expiry of original delivery period.

- c) 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 to reimburse the supplier and take other necessary action in the matter. However, none of charges mentioned above shall be reimbursed if delivery is beyond the timeschedule.

(iv) Customs Duty: Not payable/Non-reimbursable by SAI.

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

### **17. Firm Price**

The prices quoted by the bidder shall remain firm and fixed during the currency of the contract. As regards, taxes and duties, if any chargeable on the items, clause 16 of this Section will be applicable.

### **18. Alternative Bids are not allowed.**

### **19. Documents establishing bidder's eligibility and qualifications**

- (i) Pursuant to ITB clauses 13, the bidder shall furnish along with its bid, relevant details and documents establishing eligibility to perform the contract.
- (ii) The documentary evidence needed to establish the bidder's qualifications:
- (iii) In case the bidder offers to supply items, which are manufactured by some other firm, the bidder should be duly authorized by the manufacturer to quote for and supply the goods to the Purchaser. The bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section IV-E of this document.

### **20. Documents establishing good's Conformity to TE Documents.**

- i) The bidders shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the purchaser in the TE documents. For this purpose, the bidders shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender.
- ii) In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the bidders, the bidder shall list out the same in a chart form without ambiguity and provide the same along with its tender.
- iii) If a bidder furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

### **21. Bid Security/Earnest Money Deposit (EMD)**

**21.1** The bidder shall furnish Bid Security for an amount as shown in the bid document. The Bid Security is required to protect the Purchaser against the risk of the bidder's unwarranted conduct. Non-submission of Bid Security will be considered as major deviation and bid will not be considered.

**21.2** In case, as per notification of Government of India, 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.

**21.3** The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as along with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs.

**21.4** The Bid Security shall be furnished in one of the following forms:

- a) Account Payee Demand Draft
- b) Fixed Deposit Receipt
- c) Banker's cheque / Pay Order
- d) Bank Guarantee (including e-PBG) from any of the commercial banks (as per the format at Section VIII(F)),
- e) NEFT transfer to "Secretary SAI, Union Bank of India Account No: 108510011000101, IFSC No. UBIN0810851. (Bidder has to upload challan/proof along with Bid in CPP Portal).
- f) Valid Insurance Surety Bonds

**21.5** The Demand Draft, Fixed Deposit Receipt, Banker's Cheque, Insurance Surety Bonds or Bank Guarantee (including e-PBG) shall be drawn on any Commercial Bank in India, in favour of the "Secretary, Sports Authority of India", payable at New Delhi. In case of Bank Guarantee, the same is to be obtained from any commercial bank in India as per the format specified under Annexure V of the Bid Document.

**21.6** The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid.

**21.7** Earnest Money is required to protect the purchaser against the risk of the bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful bidder's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

**21.8** Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid or is breach of any condition of the tender documents in any respect within the period of validity of its bid without prejudice to other rights of the Purchaser. Further, if successful bidder fails to furnish the required Performance Security and sign the contract / agreement within the period as specified by SAI in the Letter of Intent/ Notification of Award (NoA), its Bid Security/EMD will be forfeited.

**21.9** Bid securities of the unsuccessful bidders shall be returned to them before expiry of the final bid validity and latest on or before the 30th day after the award of the contract'. Bid securities of unsuccessful bidders during first stage i.e., technical evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e., technical evaluation.

## **22. Bid Validity**

- (i) The bid shall remain valid for acceptance for a period of **75 days** after the date of bid opening, prescribed in the bid document. Any bid valid for a shorter period shall be

treated as unresponsive and rejected.

- (ii) In exceptional circumstances, Purchaser may request the bidders' consent to extend the validity of their bids up to a specified period. The bidders agree to unconditionally extend the bid validity period. However, they will not be permitted to modify their original bids during the extended bid validity period.
- (iii) In case, the day up to which the bids are to remain valid falls on a holiday or on a day declared as holiday or closed day for the Purchaser, the bid validity shall automatically be extended up to the next working day.

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

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

**24. Signing of bids**

- (i) The bidders shall submit their bids as per the instruction contained in ITB.
- (ii) The tender shall either be typed or written in legible/ 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. The letter of authorization shall be by a written power of attorney/board resolution, which shall also be furnished along with the bid.
- (iii) The tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, if any, shall be initialed by the same person(s) signing the tender. The tender 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 same shall be initialed by the person(s) signing the tender.

**(e) SUBMISSION OF BIDS**

**25. Submission of bids**

- i) Bids should be submitted online as per the instructions given for online submission under Section II (B).
- ii) Bids must be received by the Purchaser not later than the date and time prescribed in the bid document.
- iii) Purchaser, at his discretion, may extend the deadline for submission of bids by amending the bid document in accordance with clause 8 of **ITB**. In that case, all rights and obligations of the Purchaser and the bidders would automatically stand extended.
- iv) Submission of more than one bid by the same bidder shall entail him for disqualification from participating in the bid process.

**(f) BID OPENING**

**26. Opening of bids**

- i) The Purchaser will open the bids at the specified date, time and place as indicated in the IFB in **Section-I**.
- ii) In case the specified date of bid opening falls on a holiday 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.

- iii) 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.
- iv) Two – bid system as mentioned in Para 13 above will be as follows: -

**Technical Bids** will be opened in the first instance, at the prescribed date and time as indicated in **Section –I (IFB)**. These bids shall be scrutinized and evaluated by the Purchaser with reference to parameters prescribed in the Bid Document. During the Technical bid opening, the bid opening official(s) will read the salient features of the bids like brief description of the items offered, delivery period, Bid Security and any other special features of the bids, as deemed fit by them.

Thereafter, in the second stage, the **Financial Bids** of only the technically acceptable bids / offers (as decided in the first stage) shall be opened for further scrutiny and group wise evaluation on a date notified after the evaluation of the Technical Bid. The prices, special discount if any offered etc., as deemed fit by bid opening official(s) will also be read out.

#### **(g) SCRUTINY AND EVALUATION OF BIDS**

##### **27. Basic Principle**

Bids will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the bidders in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

##### **28. Scrutiny of Bids**

- i) 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.
- ii) Purchaser will determine the responsiveness of each Tender to the TE Document without recourse to extrinsic evidence.
- iii) 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. However, the Purchaser may waive minor deviation and /or minor irregularity and/or minor nonconformity in the Bid,
- iv) If a Bid is not substantially responsive, it will be rejected by the Purchaser.
- v) The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;
  - a) Documents in Compliance to Qualification Criteria not enclosed.
  - b) Tender is unsigned.
  - c) Tender validity is shorter than the required period.
  - d) Bidder has quoted for goods manufactured by other manufacturer(s). without the required Manufacturer’s Authorization letter.
  - e) Bidder has not agreed to give the required performance security.

- f) Goods offered are not meeting the tender enquiry specification. In case, the configuration/specifications offered by the bidder are found to be inferior to the configurations/specifications prescribed in the nomenclature Section VI, then the tender of such bidders shall be rejected out rightly.
- g) Bidder has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law etc.
- h) Poor/ unsatisfactory past performance.
- i) Bidder has not quoted for the entire quantity and all items as specified in the List of Requirements in the quoted schedule.
- j) Bidder has not complied with the requirement of Clauses of ITB.
- k) Any deviation and/or breach of conditions as specified in the Tender Document.
- l) Bid by Foreign Companies. (Only Indian companies are allowed to BID) or Non-Submission of required declaration regarding Class I Local Supplier and Declaration as per New GFR Clause, 144 (ix).

### **29. Minor infirmity/irregularity/Non-conformity**

If during the preliminary examination, the purchaser finds any minor infirmity and/ or irregularity and/ or non-conformity in a tender, the purchaser may reject or may convey its observation on such 'minor' issues to the bidder by registered / speed post/email etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be rejected/ignored.

### **30. Discrepancies in Prices**

- i) If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- ii) If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected, and
- iii) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- iv) If, as per the judgment of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by registered/speed post. If the bidder does not agree to the observation of the purchaser, the tender is liable to be ignored.

### **31. Qualification Criteria**

Bids of the Bidders, who do not meet the required Qualification Criteria prescribed in Clause 13 of Section II A read with Section III (A), will be treated as non - responsive and will not be considered further.

### **32. Comparison of Bids and Award Criteria.**

- i) Bids of Bidders, who do not meet the required Qualification Criteria as prescribed in Section III (A), will be treated as non-responsive.

- ii) Financial bids of only those bidders will be opened, who meets the qualification criteria
- iii) **Financial Bid of the technically qualified bidder will be evaluated Group wise (as mentioned in the price bid). The comparison of the techno commercially responsive Bids for ranking purposes shall be carried out on Free Delivery at Consignee Site basis inclusive of applicable taxes, duties, incidental services**
- iv) **The Contract shall be awarded as per details below:**
  - **for Group A shall be awarded to the responsive Bidder(s) who is overall lowest after considering the price quoted for all the items as mentioned in Group A of the BoQ in the tender and who meets the laid down Qualification Criteria in the Bid documents**
  - **for Group B shall be awarded to the responsive Bidder(s) who is overall lowest after considering the price quoted for all the items as mentioned in Group B of the BoQ in the tender and who meets the laid down Qualification Criteria in the Bid documents**
- v) Wherever, the price of L-1 is not acceptable to the purchaser, SAI reserves the right to arrive at a reasonable lowest price. In case the bids received from responsive bidders are higher than that of reasonable lowest price arrived at by SAI, initially the reasonable price as arrived at by SAI shall be counter offered to the responsive L-1 bidder. On acceptance of the counter offered price, contract with the L-1 bidder shall be concluded. The Contract shall be awarded only to the responsive Bidders who meet the laid down Qualification Criteria stipulated in the Bid document.
- vi) 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 along with other relevant documents so as to establish their claim for such preferences.
- vii) Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry

### **33. Contacting the Purchaser**

- (i) From the time of submission of tender to the time of awarding the contract, if a BIDDER needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.
- (ii) In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the purchaser.

### **(h) AWARD OF CONTRACT**

### **34. The Purchaser's Right to accept any tender and to reject any or all tenders**

The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidders.

### **35. Notification of Award**

- i) Before expiry of the Bid validity period, the purchaser will notify the successful Bidder(s) in writing, by Speed Post/E-mail that its Bid for goods, which have been selected by the purchaser, has been accepted for award of Contract.
- ii) Before expiry of the validity of contract, the Purchaser will notify the successful bidder in writing, by E-mail / speed post that its bid for items, which have been selected by the Purchaser, has been accepted; also briefly indicating there-in, that the essential details like description, quantity of the items, and delivery period, and prices have been accepted. The successful bidder must furnish to the Purchaser the required Performance Security within 14 (fourteen)days from the date of dispatch of this notification, failing which the award will be cancelled and the Bidder shall be liable for actions and consequences as determined by the purchaser. Relevant details about the Performance Security have been provided under GCC Clause 4 under **Section VII**.
- iii) The Letter of Award (LoA) will state the sum that the Purchaser will pay to the successful bidder in consideration of the items to be supplied by the Bidder The details of award of work and name of the successful bidder shall be mentioned on the CPP and/or in the notice board/bulletin/website of SAI.

#### **36. Issue of Contract**

- i) 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 E-mail / speed post.
- ii) The successful bidder shall return the original copy of the contract, duly signed and dated, to the Purchaser by registered/speed post within 14 (fourteen)days from the date of issue of the contract along with the Performance Security. Failure to comply with the provisions of this clause, will entitle the Purchaser to initiate actions in terms of policies of the Purchaser

#### **37. Annulment of Award**

Failure of the successful bidder to comply with the requirement of signing an agreement with the Purchaser and furnishing Performance Security as per clause 4 of **Section VII** shall constitute sufficient ground for annulment of the award besides other remedies as may be available to the purchaser in terms of law and prevailing policies of the Purchaser.

#### **38. Termination of Contract**

SAI reserves the right to terminate the contract without assigning any reason. Before termination of contract, SAI will notify the service bidder giving a notice of 30 days in writing.

#### **39. Disqualification.**

Purchaser reserves the right to disqualify the bidder for a suitable period who is in breach of any terms and conditions of tender documents and /or fails to supply the items in time. Further, the bidder(s) whose items do not perform satisfactorily in accordance with the specifications may also be disqualified for a suitable period by the Purchaser.

#### **40. 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 shall make the Bidder liable for disqualification and further actions by the Purchaser against it as per the clause 17 of GCC – Termination of default in Section-VII and other administrative actions as deemed fit by the purchaser

#### **41. Corrupt or fraudulent practices**

- (i) It is required by all concerned namely the Consignee/Bidder/Supplier 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 the Bidder ineligible or debar for a stated period of time, to be awarded a contract by the Purchaser if it at any time determines that the Bidder has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or in executing the contract
  - c) The Purchaser reserves the right not to conclude the 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, Performance Security deposited by the bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment and suppression of material facts shall be initiated.

#### **42. Conflict of Interest among bidders/agents**

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of purchaser's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process if;

- i) They have controlling partner (s) in common; or
- ii) They receive or have received any direct or indirect subsidy/financial stake from any of them; or
- iii) They have the same legal representative/agent for purposes of this bid; or
- iv) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- v) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assemblies from one bidding manufacturer in more than one bid.
- vi) On behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer.
- vii) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid;
- viii) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business.

## SECTION II(B)-INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app> .

### A. REGISTRATION

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: [eprocure.gov.in/eprocure/app](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.

### B. SEARCHING FOR TENDER DOCUMENTS

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

### C. PREPARATION OF BIDS

- (i) Bidder should take into account corrigendum published on the tender document before submitting their bids.
- (ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

(iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which 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.

#### **D. SUBMISSION OF BIDS**

(i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

(ii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

(iii) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.

(iv) Bid Security/Earnest Money Deposit (EMD) : All bidders are required to upload along with the technical bid, a duly signed and sealed copy of EMD.

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

(vi) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers’ public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

(vii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

(viii) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.

(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.

#### **E. ASSISTANCE TO BIDDERS**

(i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender.

(ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The Contract number for the helpdesk is 1800 3072 2232. Foreign bidder can get help at +91-7878007972, +91-7878007973.

### SECTION III (A)-QUALIFICATION CRITERIA

**a. The Bidder must be a Manufacturer or its authorized distributors/agent and should be Local Supplier with a minimum local content of 85%.**

- Self-Declaration Certificate regarding local content on the letter head should be submitted by the bidder (in the case of Manufacturer) or by Manufacturer/OEM (in case the bidder is authorized agent) giving the percentage of local content.
- Distributors/Agent who quotes for items manufactured by Original Manufacturer, should furnish scanned copy of Manufacturer's Authorization Form as per **Section IV(E)**.

**b. The bidder must satisfy the following eligibility criteria**

Sl. No.	Criteria	Documentary Evidence Required
1.	The bidder must be a company/firm/sole proprietor registered in India from last 3 (three) years as on the bid submission date.	Enclose copy of certificate of incorporation/registration issued by relevant authority in India.
2.	EMD/ Bid Security	EMD/ Bid Security of Rs. 11500.  Scanned Copy of Proof of submission of EMD.
3.	Bidder must have minimum average annual turnover of INR 5 Lakhs. in the last 3 audited Financial Years ending March 2023.	Statutory Auditors/ Chartered accountant certificate and Balance Sheet & Profit and Loss Account for the last three financial years. Statutory Auditor's Certificate is mandatory. Providing Balance Sheet or Financial Statements is not sufficient for this requirement.
4.	The bidder must have completed satisfactorily supply of Ceremonial Apparel/uniform, to any Govt./ PSU/ Autonomous Body/ Local Body of not less than <b>INR 2.25 Lakhs (single order)</b> during the last three years <b>ending on 31<sup>st</sup> March 2023</b>	The requisite supply order (s) along with satisfactory completion certificates/ payment proofs issued by relevant authority for complete payment against the respective supply orders shall be submitted.
5.	The bidder must have a registered office in Delhi	<b>Documentary proof including certification of incorporation/ GST/ valid electricity bill in the name of the bidder</b>
6.	Bidder should not stand declared blacklisted/debarred by any Central/ State Government sector/ Public Sector Units/ Autonomous bodies/ Public Sector Banks/ Statutory bodies due to corrupt, fraudulent or any other unethical business practices as on date of bid submission. Even if the matter against the blacklisting/ debarment is under litigation and outcome of the litigation is not final, such bidder shall not be eligible.	Enclose declaration in the format given in Section IV (F)
7	DECLARATION As per GFR Clause 144 (xi)	DECLARATION As per GFR Clause 144 (xi) added vide DoE order dated 23.07.2020, on the letter head of the company  'I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this

		regard and is eligible to be considered. [ <b>Where applicable, evidence of valid registration by the Competent Authority shall be attached.</b> ]"
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**Note: MSMEs (under relevant category) and verified Startups (under relevant field) will be given exemption only for criteria as mentioned at S. No. 2 above, upon submission of the relevant notification(s) along with required documents.**

Note for Bidders:

- a) 'Doctrine of Substantial Compliance': The qualification criteria are for shortlisting of sources who are competent to perform this contract to ensure best value for money from expenditure of Public Money. This process is neither intended to bestow any entitlement upon nor to create any rights or privileges for the Bidders, by way of overly hair-splitting or viciously legalistic interpretations of these criteria, disregarding the very rationale of the qualification criteria. Keeping this caveat in view, interpretation by Procuring Entity would be based on common usage of terminologies and phrases in public procurement in accordance with the 'Doctrine of Substantial Compliance' and would be final.
- b) All bidders are required to meet and submit relevant documents as mentioned to establish compliance to all criteria mentioned in III (b) without any exemption. Bids of bidders not meeting the same would be substantially ignored.
- c) Along with all the necessary documents/certificates required as per the tender conditions, the bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity (both technical and financial), for manufacture and supply of the required goods/equipment, within the specified time of completion, after meeting all their current commitments.
- d) All copy of supply/work order; respective completion certificate and contact details of clients;/manufacturing licence; annual report, etc.in support of experience, past performance and capacity/capability should be authenticated by the by the person authorised to sign the tender on behalf of the bidder. Original Documents must be submitted for inspection, if so demanded.

**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 : \_\_\_\_\_  
 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 working satisfactorily ?
					As per contract	Actual		
1	2	3	4	5	6	7	8	9

(Signature and seal of the bidder)

**Note:**

- Purchaser reserves the right to ask the manufacturer as well as the bidder to furnish copies of orders and satisfactory Consignee Certificate(s) in respect of above.*

**SECTION IV(A) -BID SUBMISSION FORM**

Date \_\_\_\_\_

To  
Secretary,

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

**Ref: Your Bidding Document No.....dated** \_\_\_\_\_

Sir/Madam,

We, the undersigned have gone through 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) to the purchasers named in the schedule in conformity with your above referred document at the rates as shown in the price schedule(s), attached herewith and made part of this Bid.

1. 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 06 of Section-VII for due performance of the Contract.
2. We agree to keep our Bid valid for acceptance for 75 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.
3. We further confirm that, upon conclusion of formal Contract on us, the supply orders placed on us by the designated Purchaser against the Contract shall constitute a binding contract between us and the Purchaser.
4. We fully agree to the right of SAI to disqualify/ levy penalty and/or take any legal/administrative action as may be deemed fit by the Purchaser. The decision of Purchaser shall be final in this regard.
5. We confirm that the rates offered by the Original Manufacturer or its authorized agent are same in respect of the items stipulated in the contract document.
6. We undertake that we have not supplied the required items at a price lower than the price quoted for these items by us.
7. We fully agree to abide by all terms and conditions of General Conditions of Contract/Special Condition of Contract as per Section-VII.
8. We further understand that you are not bound to accept the lowest or any Bid you may receive against your above-referred Bid Reference.
9. We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.
10. 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]

**SECTION IV(B) - FORM FOR POWER OF ATTORNEY/BOARD RESOLUTION**

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

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

IN WITNESS WHEREOF WE, \_\_\_\_\_ THE ABOVE-NAMED PRINCIPALS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20\*\*

For \_\_\_\_\_

(Signature)

(Name, Title, and Address) Witnesses:

- 1.
- 2.

Accepted (Notarized)

(Signature) (Name, Title and Address of the Attorney)

**SECTION IV(C)-PRICE SCHEDULE FORM  
(AS PER BOQ UPLOADED ON CPP PORTAL)**

Bid reference No.-----

The bidders are requested to upload PDF of the rates quoted as per format given below

Group	Sl.No	Item Description	QTY	Unit	Price/unit excluding GST	GST in %	GST Amount	Price/ Unit including GST	Total Price inclusive of taxes
			A		B			C	
Group A	1	Maroon Blazer	30		<b>To Be Quoted only in BOQ available on CPP portal under Finance Bid.</b>				
	2	Blue Blazer	22						
	3	Trousers	34						
	4	Shirt	34						
	5	Tie	34						
<b>Total Group A</b>				Sum(1 to 5)	<b>Not to be submitted with Technical Bid. Submission along with technical bid shall lead to rejection of Bid</b>				
Group B	1	Neck Scarf	18						
	2	Saree with Blouse	18						
<b>Total Group B</b>				Sum(1 to 2)					
<b>TOTAL –</b>									

Note:

- Financial Bid of the technically qualified bidder will be evaluated Group wise (as mentioned in the price bid). The comparison of the techno commercially responsive Bids for ranking purposes shall be carried out on Free Delivery at Consignee Site basis inclusive of applicable taxes, duties, incidental services
- The Contract shall be awarded as per details below:
  - for Group A shall be awarded to the responsive Bidder(s) who is overall lowest after considering the price quoted for all the items as mentioned in Group A of the BoQ in the tender and who meets the laid down Qualification Criteria in the Bid documents
  - for Group B shall be awarded to the responsive Bidder(s) who is overall lowest after considering the price quoted for all the items as mentioned in Group B of the BoQ in the tender and who meets the laid down Qualification Criteria in the Bid documents
- Please quote total cost in figures and words (inclusive of all applicable levies, Taxes, Duties, Transportation, Packing and all other incidentals).
- Any levies and taxes like Packing, Forwarding, Freight, Insurance charges, GST etc. are mandatorily to be included in the total cost.

- Any alteration/cutting/over-writing in the rates should be attested by the authority signing the bid. Bids received with alteration/ cutting/over-writings without attestation will not be considered.
- If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail, and the total price corrected accordingly.
- If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected.
- If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- If, as per the judgment of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by registered/speed post. If the bidder does not agree to the observation of the purchaser, the tender is liable to be ignored.
- If individual price of all the items is not given item wise, then the tender will not be considered and liable to be rejected.
- As the basis of bidding is unit rate, it will be assumed that in absence of any other information, rate quoted is for per unit.
- Ranking of Bidders would be on the basis of Grand total cost. In case 02 or more bidders quote the same rate, the successful bidder will be the one having highest average annual turnover during the last three financial year ending on 31<sup>st</sup> March 2023.
- In case bidder is not the Original Manufacturer, he has to undertake that the rates being quoted are not higher than the rate of Original Manufacturer, and that undertaking need to be authenticated by the Original Manufacturer.

**SECTION IV(D) -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 Sports Authority of India, New Delhi 110003 (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, breaches the terms and conditions of the tender document, 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 \_\_\_\_\_ days i.e., for \_\_\_\_\_ days (\_\_\_\_\_ 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(E) -MANUFACTURER'S AUTHORISATION FORM**

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

Dear Sir/Madam,

Ref. Your Bidding Reference No. \_\_\_\_\_, dated \_\_\_\_\_

We, \_\_\_\_\_ who are proven and reputable manufacturers of M/s.(  
Name of the Manufacturer) of \_\_\_\_\_ (*name and description of the goods  
offered in the Bid*) having factories/offices 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 supply of the above goods manufactured by us during the currency of  
the Contract.

We also hereby extend our full warranty of \_\_\_\_\_ year from the date of acceptance of goods by  
Consignee, supplied against this Contract.

Yours faithfully,

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

[Name & address of the manufacturers]

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

#### **SECTION IV(F) -UNDERTAKING**

I/ We have read and understood the instructions and the terms and conditions contained in the document. I/We accordingly accept all terms and conditions of the tender enquiry document including the essential conditions specially incorporated in the tender enquiry like terms of payment, forfeiture of bid security/performance security, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law etc. I/ We confirm that we do not stand deregistered/debarred/banned/blacklisted by any Govt. Authorities and we are not under litigation regarding backlisting/debarment with any Govt. Authorities. I/ We do hereby declare that the information furnished/ uploaded is correct to the best of my/our knowledge and belief. I/We hereby certify that the prices offered by us in this tender is not higher than the prices we had offered to any other Govt. of India Organization (s)/PSU(s) during the last one year and shall provide the justification for reasonableness of our offered price whenever asked during evaluation of our submitted bid. I/ We also hereby certify that if at any time, information furnished by us is proved to be false or incorrect; I/ We are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

Date:

(Signature of the bidder)  
NAME & ADDRESS OF THE  
BIDDER

## PART-2- SUPPLY REQUIREMENTS

### SECTION – V- SCHEDULE OF REQUIREMENTS

- The successful Bidder is required to provide the following product items. The detailed estimated drawal quantity is as follows:

SN	Discipline	Total QTY
1	Maroon Blazer	30
2	Blue Blazer	22
3	Trousers	34
4	Shirt	34
5	Tie	34
6	Neck Scarf	18
7	Saree with Blouse	18

**Note:** The above quantities are of estimated nature and the quantities at the time of order placement may vary as per actual requirement. Hence, these quantities should not be considered as promised order quantity by the bidders. However, Payment shall be released based on actual quantities supplied.

#### Part I: Required Delivery Schedule:

**Required Delivery Schedule:** Stores are required within 15 days from the date of Notification of Award. However, the Bidders may quote their earliest delivery period from the date of Notification of Award. Time is essence of Contract. The Supplier is requested to deliver goods within the Delivery Period and the date of delivery at Consignee site will be considered as actual date of delivery

#### Part II: Required Terms of Delivery:

Free Delivery at Consignee Site.

#### Part-IV: Consignee Details:

**Director (TEAMS), TEAMS Division, Sports Authority of India, J L N Stadium, New Delhi-110003**

## SECTION – VI- TECHNICAL SPECIFICATIONS

- All the supplies shall be accompanied with the Manufacturer’s certificate that the material conforms to the specifications.

S.NO	Item Title	Item Description	Quantity	Unit of Measure
1	<b>Maroon Blazer</b>	<ul style="list-style-type: none"> <li>• Polyester viscose in twill weave with matt finish with polyester buttons (non-shaded)</li> <li>• Computerised crest</li> <li>• Grey felt @collor back</li> <li>• Single color Poly-tefta lining</li> </ul>	<b>30</b>	Nos.
2	<b>Blue Blazer</b>	<ul style="list-style-type: none"> <li>• Polyester viscose in cross weave with matt finish with polyester buttons (non-shaded)</li> <li>• Computerised crest</li> <li>• Grey felt @collor back</li> <li>• Single color Poly-tefta lining</li> </ul>	<b>22</b>	Nos.
3	<b>Trousers</b>	<ul style="list-style-type: none"> <li>• Silver Grey</li> <li>• Twill weave in worsted look, wool alike in polyester viscose</li> <li>• YKK Zipper</li> </ul>	<b>34</b>	Nos.
4	<b>Shirt</b>	<ul style="list-style-type: none"> <li>• Matt finish polyester viscose white with white buttons</li> </ul>	<b>34</b>	Nos.
5	<b>Tie</b>	Basket weave Dobby in Navy Blue	<b>34</b>	Nos.
6	<b>Neck Scarf</b>	Plain Marron/Blue Twill in Polyester Viscose	<b>18</b>	Nos.
7	<b>Saree with Blouse</b>	Silk Saree in Marron with Gold Border, Maroon Silk Blouse with cotton lining in marron	<b>18</b>	Nos.

- Note:
  - The design of dresses shall be prescribed at the time of signing of contract with the successful bidder
  - The Design Specifications shall be intimated to the Bidder while giving the Purchase Order.
  - the successful bidder must submit samples to SAI for approval before actual delivery of items.

## **PART-3- CONTRACT**

## **SECTION - VII GENERAL CONDITIONS OF CONTRACT (GCC)**

### **1. Application**

- a) 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 Specifications under **Section VI** of this document.
- b) Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings:
  - i. “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.
  - ii. “Supplier” means any registered private or public entity that will supply the goods to SAI under the contract. This refers to the Supplier with whom SAI has signed this contract with.
  - iii. “Contract” means the Contract signed by the Parties that is this General Conditions of (GCC), the Special Conditions of contract (SCC), and the Appendices.
  - iv. “Day” means calendar day.
  - v. “GOI” means the Government of India.
  - vi. “SAI/Purchaser” means the Sports Authority of India.
  - vii. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
  - viii. “In writing” means communicated in written with proof of receipt.

### **2. Use of contract documents and information**

- a) The supplier shall not, without the purchaser’s prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purpose of such performance for this contract.
- b) Further, the supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC sub clause 2 (a) above except for the sole purpose of performing this contract.
- c) Except the contract issued to the supplier, each and every other document mentioned in GCC sub clause 2 (a) above shall remain the property of the purchaser and if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier’s performance and obligation under this contract.

### **3. Intellectual Property Rights/Patent Rights**

The supplier shall, at all times, fully indemnify and keep indemnified the purchaser, free of cost, against all claims including third party claims, damages, costs, liabilities, which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks etc. or under any law whatsoever. Being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expense take care of the same for settlement without any cost or liability to the purchaser.

### **4. Performance Guarantee**

- a) As guarantee for the due performance, observance and fulfilment of all obligations,

terms, conditions, representations, warranties and covenants of the Supplier under the Bidding Documents within 14 (fourteen) days from the date of the issue of notification of award by the purchaser, the Supplier shall furnish Performance guarantee to the Purchaser for an amount equivalent to three per cent – (03%) of the total value of the contract prior signing of this contract.

- b) Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty period from the date of acceptance of the items by the consignee(s).
- c) Supplier may furnish performance guarantee in the form of an Insurance Surety bond, account payee Demand Draft, Fixed Deposit Receipt from a commercial bank, Bank Guarantee (including e-bank guarantee) from a Commercial bank in the format at Section VIII (B) or online payment in the following Account:  
**Account Details: Secretary SAI**  
**Union Bank of India Account No: 108510011000101,**  
**IFSC No. UBIN0810851**
- d) In the event of any amendment issued to the contract regarding extension of delivery period, the supplier shall, within 14 (fourteen) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the amended contract.
- e) The Purchaser will release the Performance Security without any interest to the supplier on successful completion of the supplier's all contractual obligations including the warranty obligations subject to adjustment of all amounts/losses/damages/recoveries/costs/penalties payable to the Purchaser and claims of Purchaser, there from.
- f) The Performance Security shall be denominated in Indian Rupees in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in **Section-VIII(B)** of this document in favour of the Purchaser.
- g) Performance Security shall be forfeited and credited to the accounts of SAI, in the event of a breach of any terms and conditions of contract by the supplier, in terms of the relevant contract without prejudice to its other rights and remedies under any contract, law or equity (including without limitation Purchaser's right to terminate the Agreement for breach),
- h) Supplier agrees that the decision of Purchaser in respect of any forfeiture/invocation/adjustment of the Performance Security will be final and binding on the Supplier. Purchaser shall be entitled, without any limitation or interference, to forfeit/invoke/adjust the Performance Security, as set out in this Section. Upon forfeiture/invocation/adjustment of the Performance Security as aforesaid, the Supplier shall replenish the Performance Security to their original amounts within 7 days from the date of such forfeiture/invocation/ adjustment. In case of any delay or failure in replenishing the Performance Securities as set forth in the foregoing sentence, Purchaser reserves its rights to terminate the Bidding Documents without any further notice to the Supplier.

## **5. 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 Specifications' under Sections-VI of this document.

## **6. Packing and Marking**

- a) The packing for the items 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. The Supplier shall get the items duly insured against any risk. 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 items and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract. The rates quoted by the Supplier are inclusive of all applicable taxes, and inclusive of all charges for packing, shipping, carriage, insurance and delivery of the goods to the sites and any other taxes, duties and/or levies etc. No increase in rates on whatever account shall be applicable during the term of this Agreement.
- b) Unless otherwise mentioned in the Technical Specification under Section VI, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality: -
  - (i) Contract number and date
  - (ii) Brief description of the goods including quantity
  - (iii) Packing list reference number
  - (iv) Consignee's name and full address and
  - (v) Supplier's name and address

## **7. Inspection, Testing and Quality Control**

- a. The Contractor should satisfy himself that the stores/goods are in accordance with the terms of the Contract and fully conform to the required specification by carrying out a thorough pre-inspection of each lot of the stores/goods before actually delivering the same to the consignee.
- b. In normal course the Stores/goods will be supplied by the contractor on the basis of Manufacturers own Pre-despatch Inspection Certificate. However, purchased goods accepted by the purchaser/consignee and/or its authorized representative during inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the Warranty Clause -9 of GCC.
- c. The Purchaser and/or its nominated representative(s) may, 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). However, if no pre-inspection has been carried out by the purchaser, it shall have the right to inspect the same at its own premises as provided in below provisions.
- d. For such inspections and tests which are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.

- e. 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.
- f. 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.
- g. The purchaser's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above.

#### **8. Terms of Delivery and Penalty thereof**

- i. The successful bidder shall provide a schedule keeping in mind that all the goods are delivered at consignee location within 15 days from the issuance of Notification of Award:
- ii. The successful bidder shall render the services strictly adhering to the timeline defined above.
- iii. Any delay by the Bidder in the performance of its obligations, shall attract Penalty at a sum equivalent to 1% 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, besides the right of Purchaser to terminate the contract and take recourse to other legal remedies. In case of maximum penalty is levied, the firm may be debarred for a period of three years by the Purchaser. The decision of the Purchaser shall be final in this regard.
- iv. Time shall be of essence and any time extended shall also be of essence of the Agreement. It is expressly agreed that extended time or levy of any penalty shall not dilute the essence of the Agreement.

**Note: The detailed delivery schedule according to the date and place of delivery shall be notified in the purchase order and the successful bidder shall undertake to adhere to the same.**

#### **9. Life Cycle/ Shelf Cycle/ Warranty**

- a) The supplier guarantees comprehensively that the items supplied under the contract shall be of excellent quality, 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 items 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 items under the conditions prevailing in India.
- b) This guarantee shall remain valid for a period of 06 months, after the items have been delivered at the destination and accepted by the Purchaser, subject to verification of goods in terms of the contract.
- c) This will be valid for all items and prevail over any other mention of Life Cycle/ Shelf Cycle/Warranty in the tender.

- d) The supplier shall, promptly repair or replace the defective items or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/items after providing their replacements and no claim, whatsoever shall lie on the Purchaser for such replaced parts/items thereafter.
- e) 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, cost, liability and expense of the supplier and without prejudice to other contractual rights and remedies, which the Purchaser may have against the supplier.
- f) **All the items supplied under this contract shall have warranty of 6 months. The bidder must repair/ replace the items when the defect has been raised by the Consignee. In case of non-resolution of the defects, a penalty shall be applicable on the supplier equivalent to the cost of the items, that were found to be defective. Denial to offer services as per above may lead to termination of Contract.**

## 10. Prices

Prices to be charged by the supplier for supply of items 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. 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:

In case of supply of Ceremonial dress on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110% of the value of the goods from warehouse to warehouse (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.

## 12. Assignment

The supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligation to perform the contract, to any other third party except with the Purchaser's prior written permission.

## 13. Taxes and Duties

Supplier shall be entirely responsible for all taxes, duties, levies etc. incurred until delivery of the contracted items to the Purchaser. Only statutory variations on finished product of stipulated in contract shall be allowed to the extent of actual payment by the supplier.

## 14. Terms and Mode of Payment

- a) **Payment Terms:** Payment shall be made in Indian Rupees as specified in the contract in the following manner: Hundred percent (100%) payment of the contract price subject to recoveries/liquidated damages/shortages etc., if any, shall be paid on receipt of items in good condition and upon submission of Inspection & Acceptance Certificate, as per **Section VIII (C)** in original issued by the authorized representative of the consignee.
- b) The supplier shall not claim any interest on payments under the contract. Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- c) The supplier shall send its claim for payment in writing, when contractually due, along

with following documents duly signed with date, to the Purchaser: -

- (i) Supplier's invoice indicating, inter alia, description and specification of the goods, quantity, unit price, total value.
  - (ii) Inspection certificate issued by consignee. .
  - (iv) Any other document (s) as and if required in terms of the contract.
- d) All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/RTGS systems.

**15. Delay in the supplier's performance**

- a) The supplier shall deliver the items and perform the services under the contract within the time schedule specified by the Purchaser as incorporated in the contract. The Purchaser/consignee reserves the right to reject the supplies and inform the supplier accordingly; the Purchaser shall also have the right to cancel the contract with reference to unsupplied items in terms of the contract.
- b) Subject to the provision of Force Majeure under GCC clause 19, any delay by the supplier in maintaining its contractual obligations towards delivery of items or any breach of the terms of the contract shall render the supplier liable to any or all of the following:
  - (i) Imposition of Liquidated Damages,
  - (ii) Forfeiture of its Performance Security and
  - (iii) Termination of the Contract for default.
  - (iv) Liability of all direct and indirect damages caused to SAI.
  - (v) Any other action as may deem fit by SAI.
- c) If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the items, 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.
- d) When the period of delivery is extended due to delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
  - 1. The Purchaser shall recover from the supplier, under the provisions of the clause 16 of the General Conditions of Contract, liquidated damages on the items, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
  - 2. 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 Goods and Service Tax and on account of any other tax or duty which may be levied in respect of the items specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said items as are delivered and performed after the date of the delivery stipulated in the contract.
  - 3. But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
  - 4. The supplier shall not dispatch the items after expiry of the delivery period. The supplier shall apply to the Purchaser for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the items without

obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the Purchaser. Without prejudice to any other right or remedy the Purchaser may have, if any Goods are not supplied in accordance with, or if the Supplier fails to comply with any of the terms of this Agreement, the Purchaser shall be entitled to avail itself of any one or more remedies at its discretion, whether or not any part of Goods have been accepted by the Purchaser:

- a) To reject the goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier;
- b) To give the Supplier the opportunity (at the Supplier's expense) either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Agreement are fulfilled;
- c) To claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of the Agreement;
- d) To rescind this Agreement in whole or in part
- e) To purchase the goods in whole or in part from open market and recover the said amounts from the Supplier as damages.
- f) The time allowed for execution of work/delivery or the extended time in accordance with these conditions shall be the essence of the contract

#### **16. Liquidated Damages**

- (i) Subject to the provision of Force Majeure under GCC clause 19, if the supplier fails to deliver any or all of the goods 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, as per the terms specified in clause 7 and 8 of GCC. Once the maximum is reached purchaser/consignee may consider termination of the contract as per condition 17 of GCC and initiate legal remedies for breach of contract.
- (ii) In the event of delay in submission of proforma Invoice, the delay shall be on account of the supplier and the Purchaser shall deduct Liquidated damages as per Clause 16 of General Condition of Contract. Proforma Invoice should be strictly as per the terms & conditions mentioned in Notification of Award/Tender Conditions.
- (iii) Proforma Invoice submitted by supplier is found to be deficient, delay shall be on account of supplier and the purchaser shall deduct liquidated damages as per clause 17 of GCC.

#### **17. Termination for default**

- a) 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 items or fails to perform any other contractual obligation(s) within the time period or as per specifications specified in the contract, or within any extension thereof granted by the Purchaser.
- b) In the event of Purchaser/Consignee terminates the contract in whole or in part, the Purchaser/Consignee may procure goods and / or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any incurred by the purchaser/consignee for arranging such procurement.
- c) Unless otherwise instructed by the Purchaser, the supplier shall continue to perform the contract to the extent not terminated.

## **18. 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/liability, 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.

## **19. Force Majeure**

- a) 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.
- b) For purpose 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, pandemics, quarantine restrictions, lockdown, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- c) 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.
- d) 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.
- e) In case due to a Force Majeure event the Purchaser is unable to fulfil its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

## **20. Notice**

- (i) Notice, if any, relating to the contract given by one party to the other, shall be sent in Speed Post/E-mail and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- (ii) The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

## **21. Termination for convenience**

- a) 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.

- b) The items which are complete and ready in terms of the contract for delivery within three days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser following the contract terms, conditions and prices.

## **22. Fall Clause**

- a) The Supplier undertakes that he has not supplied/is not supplying similar products/items 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.

## **23. 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 Supplier, the Purchaser shall be entitled to withhold the said payment and forfeit the performance of security amount furnished by the supplier, as the case may be in the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the supplier, the Purchaser shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred above from any sum or sums found payable or which at any time thereafter may become payable to the supplier under the same contract or any other contract with the Purchaser or the Government, pending finalization or adjudication of any such claim and that the supplier shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the supplier.

## **24. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders:**

The purchaser will take into account also the additional factors, if any, incorporated in tender document in the manner and to the extent indicated therein

- a) Further to Section II- A (g) Scrutiny & Evaluation of Bids above, the purchaser's evaluation of a tender will include and take into account the following:
  - i) In the case of goods manufactured in India or goods of foreign origin already located in India, Goods and Services Tax, Works Contract Tax etc. which will be contractually payable (to the bidder), on the goods and services; and
- b) MSME Purchase preference.
- c) The provisions of Public Procurement (Preference to Make in India) Order 2017 issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide Letter No. P-45021/2/2017BE-II dated 15.06.2017 shall be applicable to the bidding process and award of the contract shall be done

accordingly.

## **25. Resolution of disputes**

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

## **26. Applicable Law**

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

**27. Waiver:** All waivers hereunder must be in writing, and no failure by either party to enforce any rights hereunder will constitute a waiver of such right then or in the future.

**28. Amendment:** The Parties shall mutually agree to any amendments and any such modifications, amendment, shall be only through a document in writing signed by the authorized representatives of the parties.

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

29.1 The purchaser reserves the right to increase the total quantity of goods in the schedule(s) in the "Supply Requirements" (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the bidder during the period of contract subject to a maximum of an additional 25% of the total cost of the tender.

**SECTION VIII (A) - CONTRACT AGREEMENT  
SPORTS AUTHORITY OF INDIA,**

Contract No \_\_\_\_\_ Dated \_\_\_\_\_

**This is in continuation to this office's Notification of Award of Contract No \_\_\_\_\_ dated \_\_\_\_\_**

1. Name & address of the Supplier (Contract holder): \_\_\_\_\_
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 of Contract

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	Terms of delivery

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

- (ii) **Contract valid up to:**
- (iii) **Prices:**
- (iv) **Details of Performance Security:**
- (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

\_\_\_\_\_,  
\_\_\_\_\_.

WHEREAS \_\_\_\_\_(Name and address of the supplier)  
(Hereinafter called “the supplier”) has undertaken, in pursuance of contract  
no \_\_\_\_\_ dated

\_\_\_\_\_ to supply (description of goods and services) (herein after called “the  
contract”). AND WHEREAS it has been stipulated by you in the said contract that the  
supplier shall furnish you with a bank guarantee by a scheduled commercial bank  
recognized by you for the sum specified therein as security for compliance with its  
obligations in accordance with the contract; AND WHEREAS we have agreed to give the  
supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on  
behalf of the supplier, up to a total of \_\_\_\_\_(Amount of the  
guarantee in words and figures), and we undertake to pay you, upon your first written  
demand declaring the supplier to be in default under the contract and without cavil or  
argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without  
your needing to prove or to show grounds or reasons for your demand or the sum specified  
therein.

We hereby waive the necessity of your demanding the said debt from the supplier before  
presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the  
contract to be performed there under or of any of the contract documents which may be  
made between you and the supplier shall in any way release us from any liability under this  
guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to \_\_\_\_\_months from the date of Notification of  
Award i.e. up to------(indicate date)

.....  
(Signature with date of the authorized officer of the Bank)

.....  
Name and designation of the officer  
.....  
.....

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

**SECTION VIII (C) -INSPECTION & ACCEPTANCE CERTIFICATE**

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

- 1) Contract No. & Date : \_\_\_\_\_
- 2) Name and Address of Indenter : \_\_\_\_\_
- 3) Supply order No. and Date : \_\_\_\_\_
- 4) Supplier's Name & Address : \_\_\_\_\_
- 5) Consignee : \_\_\_\_\_
- 6) Description of the item supplied : \_\_\_\_\_
- 7) Quantity Supplied : \_\_\_\_\_
- 8) Delivery date- (As per supply order) : \_\_\_\_\_
- 9) Extended Delivery Date, if any : \_\_\_\_\_
- 10) Date of actual Receipt of goods by the Consignee : \_\_\_\_\_
- 11) Delay in supplies beyond original delivery date(sl.no.8-refers) : \_\_\_\_\_
- 12) Damages/Shortages/recoveries for late supplies etc., if any : \_\_\_\_\_
- 13) Remarks, if any : \_\_\_\_\_

( ) ( ) ( )

Signatures of Inspection & Acceptance Committee Members

Counter signed by Head of the Centre

Date: \_\_\_\_\_

Place: \_\_\_\_\_

(Seal)

**SECTION VIII (D) -CHECKLIST**

Name of Bidder:

Name of Manufacturer:

Sl.NO.	Activity	Yes/No/NA	Page No. in the TE Document	Remarks
1.a	Have you enclosed EMD			
1.b.	Self-Declaration Certificate that the item offered meets the minimum local content requirement as defined in this tender along with details of locations at which the local value addition is made. <b>Approximate percentage of local content may be clearly mentioned for each item.</b>			
2.a.	Have you enclosed duly filled Tender Form as per format in Section IV (A)?			
2.b.	Have you enclosed power of attorney/board resolution in favour of signatory?			
3.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specification? <b>Against each item Make and Model of the quoted item and Compliance to the tender specifications needs to be Submitted</b>			
4.a	Have you submitted satisfactory performance certificate as per the proforma for performance statement in Section III (B) of TE document in respect of all orders?			
4.b.	Have you submitted copy of the order (s) and Completion Certificate/payment proof?			
c.	Have you submitted manufacturer's authorization as per Section IV (E)?			
5.a	Have you submitted prices of goods in the price schedule as per Section IV (C)?			
b.	Have you kept validity of 75 days from the Techno Commercial Tender Opening date as per the TE Document?			
6.	Have you submitted self-attested PAN card and GST registration certificate?			
7.	Have you submitted the certificate of incorporation?			
8.	Have you accepted the warranty as per TE Document? (Attach Self Declaration)			
9.a	Have you accepted terms and conditions of TE document and signed and stamped all the pages?			

*N.B*

1. All pages of the Tender should be page numbered and indexed.
2. The tenderer may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may fill up as NA.
3. It is responsibility of tendered to go through the TE document to ensure furnishing all required documents in addition to above, if any.

**(Signature with date)**

**(Full name, designation & address of the person duly authorized sign on behalf of the tenderer)**

**For and on behalf of**

**(Name, address and stamp of the tendering firm)**

**SECTION VIII (E)- 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 Sports Authority of India, New Delhi 110003 (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, breaches the terms and conditions of the tender document, 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 Rate 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 \_\_\_\_\_ days i.e., for \_\_\_\_\_ days (\_\_\_\_\_ 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