

**Sports Authority of India  
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Gandhinagar – 382 016**

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## **E-Bidding Document**

For Supply of

### **SPORTS KIT COACHES & NATIONAL CAMPERS**

**Bid Reference No. SAI/NSWC/2018-19/10**

#### CRITICAL DATE SHEET

<b>Published Date</b>	<b>04/01/2019</b>
<b>Bid Document Download/Sale Start Date</b>	<b>04/01/2019</b>
<b>Clarification Start Date</b>	<b>-</b>
<b>Pre bid meeting</b>	<b>-</b>
<b>Bid Submission Start Date</b>	<b>04/01/2019</b>
<b>Bid Submission End Date</b>	<b>23/01/2019</b>
<b>Bid Opening Date</b>	<b>28/01/2019</b>

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**PART-1**

**BIDDING PROCEDURE**

## SECTION I

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Bid Reference No. SAI/NSWC/2018-19/10

### INVITATION FOR ONLINE BIDS (IFB)

1. Sports Authority of India, for and on behalf of the Director General, Sports Authority of India, **invites online Bids** on **two bid system** for supply of following Sports kits mentioned below: **Manual bids shall not be accepted.**

<b>Brief Description of Goods</b>	<b>Amount of Bid Security in Rs. To be furnished category wise.</b>	<b>Estimated cost of tender (Rs. In Lac)</b>	<b>Bidding Document Cost. (Rs.)</b>
SPOARTS KIT FOR COACHES RS. 8000/-	Rs. 21,000/-	Rs. 4.16	Rs. 1500/-
SPORTS KIT FOR NATIONAL COACHING CAMPER RS.10,000/-	RS. 2,50,000/-	Rs. 50.00	
Total		Rs. 54.16	
<b>Payment:</b> Scanned copy of Tender Fee and Earnest Money is to be uploaded online and Hard Copy of same must be sent to the RD, SAI, Gandhinagar on or before Bid Submission Date & Time as mentioned in Critical Date Sheet.			

### CRITICAL DATE SHEET

<b>Published Date</b>	<b>04/01/2019</b>
<b>Bid Document Download / Sale Start Date</b>	<b>04/01/2019</b>
<b>Clarification Start Date</b>	-
<b>Clarification End Date</b>	-
<b>Pre bid meeting</b>	-
<b>Bid Submission Start Date</b>	<b>04/01/2019</b>
<b>Bid Submission End Date</b>	<b>23/01/2019</b>
<b>Bid Opening Date</b>	<b>28/01/2019</b>

2. Bidder may also download the Bidding Documents from the web site- <https://eprocure.gov.in/eprocure/app> shall ensure that their Bids, complete in all respect should be uploaded online before the closing date and time as indicated in the critical date sheet above on <https://eprocure.gov.in/eprocure/app>.
3. Bids shall be submitted online only at <https://eprocure.gov.in/eprocure/app>. Tenderers/Bidders are advised to follow the instructions provided in the 'Instructions to the Bidder/Tenderer for e-submission of the bids online through the <https://eprocure.gov.in/eprocure/app>.
4. Tenderer who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> **shall not tamper/modify the tender form including downloaded price bid template in any manner**. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with SAI.\
5. Intending tenderers are advised to visit again website <https://eprocure.gov.in/eprocure/app> and at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

**DEPUTY DIRECTOR**  
**For and on behalf of**  
**Director General, Sports Authority of India.**

## INSTRUCTIONS TO BIDDERS (ITB)

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

### **A.PREAMBLE**

#### **1. Introduction**

- 1.1 This bid document is for purchase of items and related services as mentioned in **Section –V** “Schedule of Requirements”, which also indicates, *interalia*, the required delivery schedule, terms and place of delivery.
- 1.2 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.
- 1.3 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.

#### **2. Language of bid**

The bid submitted by the bidder and all subsequent correspondence and documents relating to the bid, exchanged between the bidder and the Purchaser, shall be written in 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.

#### **1. Cost of bidding.**

Cost of bid document is Rs. 1500 (Rupees One Thousand Five Hundred) only as shown in the statement below clause 1 of **Section –I-IFB**. This amount is non-refundable. Along with the bid document downloaded from the Purchaser’s website, cost of bid document may also be sent in the form of demand draft drawn in favour of “Regional Director, Sports Authority of India” Gandhinagar.

### **B. BID DOCUMENT**

#### **2. Content of Bid Document**

In addition to Section I – “Invitation for Bid” (IFB), the Bid Document include several Sections up to Section VIII. Some of these Sections are:

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

**5. Amendment(s) to Bid Document**

- 5.1 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.
- 5.2 Such an amendment to the bid document will be uploaded on SAI website: <https://eprocure.gov.in/eprocure/app> and Central Public Procurement (CPP) Portal of Government of India i.e. [www.eprocure.gov.in](http://www.eprocure.gov.in) only.
- 5.3 Prospective bidders are advised in their own interest to visit website of Sports Authority of India (SAI) for any amendment etc. before submitting their bids.
- 5.4 In order to afford prospective bidders reasonable time to take into account the amendments in preparing their bids, SAI may, at its discretion, suitably extend the dead line for submission of bids.

**6. Modifications/withdrawal of bids**

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

**7. Clarification of Bid Document**

- 7.1 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 fifteen days prior to the prescribed original date of submission of bid.
- 7.2 Any clarification issued by Purchaser in response to query (ies) raised by the prospective bidders shall form an integral of part of bid document and it may amount to an amendment of the relevant clause(s) of the bid document.

**8 Late bids**

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

**9. Bid format**

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

## C. PREPARATION OF BIDS

### 10. Documents comprising the bid

10.1 The two bid system ,i.e, “Technical Bid” and “Financial Bid” prepared by the bidder shall comprise the following :-

#### 10.2. Technical Bid

- a) Scanned copy of Bid Security and cost of bid document. Bid document cost is non-refundable. Bid Security / EMD is to be furnished in accordance with clause 19 of ITB and bid submission as perform at **Section IV (A)**.
- b) Scanned copy of Power of Attorney duly notarised as per **Section IV** indicating that the person(s) signing the bid has the authority to sign the bid and that the bid is binding upon the bidder during the full period of its validity.
- c) Bidder/Agent who quotes for items manufactured by the other manufacturer shall furnish scanned copy of Manufacturer’s Authorisation Form as per **Section IV (D)**.
- d) Scanned copy of Certificate of Incorporation/ Registration Certificate of the firm / Company/Agency.
- e) Scanned copy of documents mentioned in the qualification criteria as per **Section III (A)**.
- f) Scanned copy “Performance Statement” as perform in **Section III-B**.
- g) Copies of certificates of satisfactory performance in supply of similar sport items from two clients preferably from the Central/State Government, PSUs in the Performa prescribed at **Section III (B)** during the last two years (2016-17, 2017 - 18).
- h) Scanned copy of PAN Card, National Electronic Fund Transfer (NEFT Form) as per **Section IV- (E)** for payment in Indian Rupee.
- i) Certificate of Chartered Accountant showing annual turnover for the last three financial years (15-16, 16-17, 17-18). Copies of Balance Sheet, Profit and Loss Account statement etc need not be enclosed.
- j) Copies of Income Tax returns filed for the last three financial years. (15-16, 16-17, 17-18).
- k) Copy of Sales Tax Registration Certificate / GST e.t.c
- l) Clause by clause compliance demonstrating substantive responsiveness by signing and stamping on all the pages of the original bid document by authorised person(s).

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

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

**11. Financial Bid:-** This should be uploaded online in the prescribed PDF format as per **Section IV(B)** of bid document.

- 11.1 The bidder shall state the basic price inclusive of all levies and taxes (other than Service Tax/VAT. The basic unit price needs to be indicated individually against the items, the bidder proposed to supply. The offer shall be in Indian Rupees only.
- 11.2 Bidder shall quote only one price for each item. If more than one price is quoted, the lowest unit rate quoted by the bidder will be considered for evaluation.
- 11.3 Discount, if any, offered by the bidders shall not be considered unless they are specifically indicated in the Price Schedule. Bidders desiring to offer discount shall, therefore, modify their bids suitably while quoting and shall quote clearly net price taking all such factors like discount, free supply etc. into account.
- 11.4 The unit price shown in the financial bid will be **inclusive** of taxes, duties, packing, forwarding, freight and insurance charges. Any changes in the taxes shall have no effect on the price during the scheduled delivery period. Service Tax /VAT charges will be paid extra as per actual, wherever applicable.
- 11.5 All pages of the price bid should be page numbered and indexed.
- 11.6 The authorised signatory of the bidder must sign the bid, duly stamped at appropriate places with initial on all the remaining pages of the bid.
- 11.7 No condition shall be attached to the Financial Bid. Such a bid shall be summarily rejected.
- 11.8 The bid of a bidder, who does not 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 requested to upload the “Technical Bid’ and ‘Financial Bid’ having the above mentioned documents online in PDF format.**

**12. Submission of Samples**

- (a) The bidders are required to submit one sample (free of cost) along with latest lab report not later than a year old from a govt or govt. approved lab of each item quoted, conforming to bid specifications to the consignee mentioned in Section V (Part IV) and obtain a receipt from consignee in this regard prior to the date & time of opening of Techno-Commercial Bid. Samples should be submitted only for the items quoted. Bids received without samples will not be evaluated and will be summarily rejected. A self attested photocopy of receipt of samples by the consignee must be enclosed along with the Techno-Commercial Bid.
- (b) Each sample should have a card affixed to it, giving particulars of:-
  - (i) Firm’s Name , & address
  - (ii) Bid No.
  - (iii) Date & time of opening of Bid
  - (iv) Item No. of the schedule
  - (v) Any other description, if necessary

- (c) Approved sample of successful bidder shall be retained by the Consignee. In case of any dispute regarding quality of goods supplied arises, the same shall be compared with the sample so retained by the Consignee. In case of any deficiency in the supplies are found, the same shall be made good by the supplier as per sample approved by the Consignee.
- (d) Un- approved Samples of unsuccessful bidders will be returned. It shall be the responsibility of the bidder to collect the samples from Consignee.

All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/RTGS / PFMS System. Bidders are required to fill and attach the NEFT Mandate Form attached as per Section-IV (E) along with their offers, if not already executed in SAI. Notification of Award will not be issued without NEFT Mandate Form / Vendor details.

**13. Bid currency**

The bidder supplying indigenous items shall quote the price/rate(s) as per the Price Schedule given in **Section IV (B)** in Indian rupee only.

**14. Bid Price**

The bidder shall fill all the columns shown in the Price Schedule format at Section IV (B). If any column does not apply to a bidder, same should be filled as “NA” (means Not Applicable).

**15. Octroi Duty and Local Duties & Taxes:**

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

However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the Purchaser to reimburse the supplier.

**16. Firm Price**

The prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account. As regards, taxes and duties, if any chargeable on the items, clause 11.4 of this Section will be applicable.

**17. Alternative Bids are not allowed.**

**18. Documents establishing bidder’s eligibility and qualifications**

18.1 Pursuant to ITB clauses 10 and 11, the bidder shall furnish, as part of its bid, relevant details and documents establishing its qualifications to perform the contract.

18.2 The documentary evidence needed to establish the bidder’s qualifications shall fulfil the following requirement:

In case the bidder offers to supply items, which are manufactured by some other firm, the bidder should be duly authorised by the manufacturer to quote for and supply the goods to the Purchaser. The bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided under **Section IV-D** of this document.

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

- 19.1 The bidder shall furnish along with its bid, Bid Security for an amount as shown in the Clause 1 of Section I- IFB. The Bid Security is required to protect the Purchaser against the risk of the bidder's unwarranted conduct as explained under sub-clause 19.7 below. Non –submission of Bid Security will be considered as major deviation and bid will not be considered
- 19.2 In case as per notification of Government of India, if the bidder falls in the category of exemption of Bid Security, it should furnish the relevant notification along with required documents like valid Registration Certificate etc.
- 19.3 The Bid Security shall be furnished in forms:
  - i) Account Payee Demand Draft
- 19.4 The Demand Draft shall be drawn on any Commercial Bank in India or country of the bidder, in favour of the "Regional Director, Sports Authority of India", payable at "Gandhinagar".
- 19.5 The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. As validity period of bid as per clause 19.1 of ITB is 90 days, the Bid Security shall be valid for 135 days from the date of opening of the Technical Bid.
- 19.6 Unsuccessful bidders' Bid Security will be returned to them without any interest, after expiry of the bid validity period, but not later than **thirty days** after conclusion of the resultant contract. Successful bidder's earnest money will be returned without any interest, after receipt of Performance Security from him as called for in the contract.
- 19.7 Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of validity of its bid without prejudice to other rights of the Purchaser. 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 Award (LoA), its Bid Security/EMD will be forfeited.

## **20. Bid Validity**

- 20.1 The bid shall remain valid for acceptance for a period of 90 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.
- 20.2 In exceptional circumstances, Purchaser may request the bidders' consent to extend the validity of their bids up to a specified period. The bidders, who agree to extend the bid validity period are to extend the same in writing. However, they will not be permitted to modify their original bids during the extended bid validity period. The bidders may refuse the request of the Purchaser without forfeiting their Bid Security.
- 20.3 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.

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

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

**22. Signing of bids**

22.1 The bid shall be duly signed at the appropriate places as indicated in the bid document and also in all other pages of the bid. The bid shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the person signing the bid shall initial the same. The letter of authorization shall be by a written power of attorney, duly notarized in the format placed at **Section IV**, which shall also be furnished along with the bid.

22.2 Bid shall either be typed or written in indelible ink and the same shall be signed by the bidder or by a person who has been duly authorized to bind the bidder to the contract and uploaded in PDF format.

## **D. SUBMISSION OF BIDS**

### **23. Submission of bids**

- 23.1 Bids should be submitted on line as per the instructions given for online submission under **Section II (B)**.
- 23.2 Bids must be received by the Purchaser not later than the date and time prescribed in the bid document.
- 23.3 Purchaser, at his discretion, may extend the deadline for submission of bids by amending the bid document in accordance with clause 4.1 of **ITB**. In that case, all rights and obligations of the Purchaser and the bidders would automatically stand extended.
- 23.4 Submission of more than one bid by the same bidder shall entail him for disqualification from participating in the bid process.

## **E. BID OPENING**

### **24. Opening of bids**

- 24.1 The Purchaser will open the bids at the specified date, time and place as indicated in the IFB in **Section-I**. If due to administrative reasons the venue / time of bid opening are changed, it will be displayed prominently in the notice board of the Purchaser and on the SAI's website.
- 24.2 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.
- 24.3 Authorized representatives of the bidders, who have submitted bids on time may attend the bid opening provided they bring with them letters of authority from the corresponding bidders. Letter of authority for attending the bid opening meeting should be in the format placed at Section **V**.
- 24.4 Two – bid system as mentioned in Para 10 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 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.

## **F. SCRUTINY AND EVALUATION OF BIDS**

### **25. Scrutiny of Bids**

- 25.1 The Purchaser will examine the Bids to determine whether they are complete, whether the documents have been properly signed, stamped, whether samples of quoted goods have been submitted to consignee and whether the Bids are generally in order.

- 25.2 Prior to the evaluation of Price Bids, the Purchaser will determine the substantial responsiveness of each Bid to the Bidding Document. For purposes of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents including Technical Specifications without material deviations and samples etc. However minor deviation and /or minor irregularity and/or minor non-conformity in the Bid, the purchaser may waive the same.
- 25.3 If a Bid is not substantially responsive, it will be rejected by the Purchaser.
- 26. Qualification Criteria**
- 26.1 Bids of the Bidders, who do not meet the required Qualification Criteria prescribed in Section III, will be treated as non - responsive and will not be considered further.
- 27. Comparison of Bids and Award Criteria.**
- 27.1 For comparison for ranking purpose for evaluation, the comparison of the technocommercially responsive Bids shall be carried out on Free Delivery at Consignee Site basis.
- 27.2 The Contract may be awarded to the lowest responsive Bidder whose sample is found acceptable and who meets the laid down Qualification Criteria in the Bid documents.
- 27.3 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.

## **G. AWARD OF CONTRACT**

- 28. Notification of Award**
- 28.1 The bidder whose bid has been accepted will be notified of the award by the Purchase prior to the expiry of the bid validity period.
- 28.2 Before expiry of the bid validity period, the Purchaser will notify the successful bidder in writing, by registered / speed post or by fax/ email 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 twenty one (21) days from the date of despatch of this notification, failing which the Bid Security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided under GCC Clause 3 under **Section VII**.
- 28.3 The Letter of Award (LoA) will state the sum that the Purchaser will pay the successful bidder in consideration of the items to be supplied by him
- 28.4 Notification of Award shall constitute the conclusion of the Contract.
- 29. Issue of Contract**
- 29.1 Promptly after notification of award, the Purchaser will mail the Contract Agreement as per **Section VIII (A)**, duly completed and signed, in duplicate, to the successful bidder by registered / speed post.

29.2 The successful bidder shall return the original copy of the contract, duly signed and dated, to the Purchaser by registered/speed post within twenty one (21) days from the date of issue of the contract.

**30. Variation of quantities at the time of award**

At the time of awarding the contract, the Purchaser reserves the right to increase or decrease by up to **50** per cent, the quantity of items mentioned in the “Schedule of Requirements” (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted in the bid by the bidder.

**31. Annulment of Award**

Failure of the successful bidder to comply with the requirement of signing an agreement with the Purchaser and furnishing Performance Security as per cl. 3.1 of **Section VII** shall constitute sufficient ground for annulment of the award and forfeiture of bid security.

**32. Cancellation of Bid**

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

**33. Disqualification.**

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

**34. Corrupt and fraudulent practices**

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 a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by the Purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or in executing the contract.
- (c) 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, Bid Security/Performance Security ( as the case may be ) deposited by the bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment and suppression of material facts shall be initiated

## **SECTION-II (B)**

### **Instructions for Online Bid Submission**

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

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

#### **A. REGISTRATION**

- (i). Bidders are required to log on the e-Procurement module of the Central Public Procurement Portal (URL: <https://nprocure.com>) 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 indicate in the tender document.
- (iii) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- (iv) Bidder should prepare the EMD as per the instruction specified in the tender document. The original should be posted/couriered/given in person to the concerned official latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (v)& (vi) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission on the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- (vii) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be

viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- (vii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (viii) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.
- (ix) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **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.

## SECTION – III

### QUALIFICATION CRITERIA & PERFORMANCE STATEMENT

#### (A) QUALIFICATION CRITERIA

**Bid Reference No. SAI/NSWC/2018-19/**

**Dated:**

- (a) The Bidder must be a Manufacturer or its authorized distributors/agents  
(b) The bidder must satisfy the following qualification criteria –

<b>Sl. No.</b>	<b>Qualification Criteria</b>	
1	Annual turnover of manufacturer/bidder (Average of last 3 years of 50 lacs to 1 crore) (Enclose documentary evidence such as certificate given by the Chartered Accountant)	<b>Year</b> <b>2015 – 16</b> <b>2016 – 17</b> <b>2017 – 18</b>
2	Proven past performance of bidder of supplying satisfactory to sports stadia/ sports academies/ sports federations/ sports training centers in last 3 years.	<b>The manufacturer/bidder should have successfully completed contracts of having supplied sport kits of value totaling more than estimated cost put to tender each year, during the last three (03) years.</b>
3	Quality Assurance Certification for manufacture: ISO 9000 or equivalent preferred.	
4	The manufacturer should be manufacturing sports equipment, sports goods etc at least for the last three years (12 to 15).	
5	In case bidder is not manufacturer then the bidder should be an authorized agent/distributor of the manufacturer and in business of supplying the goods for more than one (01) year.	

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

## (B) PROFORMA FOR PERFORMANCE STATEMENT

(For the period 2014-15 and 2013-14)

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:

1. 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.
2. The Purchaser reserves the right to ask for a free demonstration of the quoted equipment at a pre-determined place acceptable to the Purchaser for technical acceptability as per the bid specifications, before opening of the Price bid.

## SECTION –IV (A)

### BID SUBMISSION FORM

Date \_\_\_\_\_

To

Sports Authority of India  
\_\_\_\_\_

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

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

We further confirm that, if our bid is accepted, we shall provide you with a Performance Security of required amount in an acceptable form in terms of GCC clause 4, in **Section – VII** for due performance of the contract.

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

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

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

We further understand that you are not bound to accept our bid; you may receive against your above-referred bid reference.

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

We confirm that we fully agree to the terms and conditions specified in above mentioned Bid 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]

## Form for Power of Attorney

Know all men by these presents, we, \_\_\_\_\_(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and 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") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the (Name of Mandate) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidder's and other conferences and providing information/responses to Sports Authority of India( hereinafter referred to as "Purchaser"), representing us in all matters before Purchaser, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with Purchaser in all matters in connection with or relating to or arising out of our bid for the said Tender and /or till the entering into the Contract with Purchaser.

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

IN WITNESS WHEREOF WE, \_\_\_\_\_THE ABOVE NAMED PRINCIPALS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_DAY OF 20\*\*

For\_\_\_\_\_

(Signature)

(Name, Title, and Address) Witnesses:

- 1.
- 2.

Accepted (Notarized)  
(Signature)

(Name, Title and Address of the Attorney)

## Section IV (B)

### Price Schedule Form of Sports Kit for Coaches

Bid reference No.-----

Sl. No.	Item		Quantity	Rate per unit(inclusive of Taxes and Duties) other than Service Tax/VAT	Total cost(inclusive of Taxes and Duties)other than Service Tax/VAT (iii)x(iv)
<b>1.</b>	<b>COACHES</b>	<b>Nos.</b>			
	1. Track Suit	01	70	8000	5,60,000
	2. Shoes	01			
	3. T-Shirts	02			
			Total		5,60,000

Please quote total cost in figures and words (inclusive of all applicable levies, duties and taxes, but exclusive of only Service Tax/VAT). All levies and taxes like Excise duty, Packing, Forwarding, Freight, Octroi, Insurance charges, etc. other than Service Tax/VAT are assumed to be mandatorily 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.

Note: - 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. Calculation of Total Cost shall be carried out/verified by the Purchaser.

Evaluation of L<sub>1</sub> bidder would be the Grand Total of total cost i.e. based on column (v).

SIGNATURE OF CONTRACTOR

.....

## Section IV (B)

### Price Schedule Form of Sports Kit for National Campers

Bid reference No.-----

Sl. No.	Item		Quantity	Rate per unit(inclusive of Taxes and Duties) other than Service Tax/VAT	Total cost(inclusive of Taxes and Duties)other than Service Tax/VAT (iii)x(iv)
<b>1.</b>	<b><u>NATIONAL CAMPERS</u></b>	<b>Nos.</b>			
	1. Track Suit	01	500	10000	50,00,000
	2. Shoes	01			
	3. T-Shirts	02			
	4. Socks	02			
	5. Kit Bag	01			
	6. Short	02			
			Total		50,00,000

Please quote total cost in figures and words (inclusive of all applicable levies, duties and taxes, but exclusive of only Service Tax/VAT). All levies and taxes like Excise duty, Packing, Forwarding, Freight, Octroi, Insurance charges, etc. other than Service Tax/VAT are assumed to be mandatorily 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.

Note: - 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. Calculation of Total Cost shall be carried out/verified by the Purchaser.

Evaluation of L<sub>1</sub> bidder would be the Grand Total of total cost i.e. based on column (v).

SIGNATURE OF CONTRACTOR

.....

## SECTION – IV(C)

### BANK GUARANTEE FORM FOR BID SECURITY

Whereas \_\_\_\_\_ (hereinafter called the "Bidder") has submitted its quotation dated \_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called the "Bid") against the purchaser's Bid Reference No. \_\_\_\_\_ Know all persons by these presents that we \_\_\_\_\_ of \_\_\_\_\_ (Hereinafter called the "Bank") having our registered office at \_\_\_\_\_ are bound unto \_\_\_\_\_ (hereinafter called the "Purchaser) in the sum of \_\_\_\_\_ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. The conditions of this obligation are:

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

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

This guarantee will remain in force for a period of forty-five days after the period of Bid validity of \_\_\_\_\_ 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 (D)**  
**MANUFACTURER’S AUTHORISATION FORM**

To

Sports Authority of India  
\_\_\_\_\_

Dear Sirs,

Ref. Your Bidding Reference No \_\_\_\_\_, dated \_\_\_\_\_  
We, \_\_\_\_\_ who are proven and reputable  
manufacturers of \_\_\_\_\_ (*name and description of the  
goods offered in the Bid*) having factories at \_\_\_\_\_,  
hereby authorise Messrs \_\_\_\_\_ (*name and address of  
the agent*) to submit a Bid, process the same further and enter into a contract with  
you against your requirement as contained in the above referred Bidding Documents  
for the above goods manufactured by us.

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

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

Yours faithfully,

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

[Name & address of the manufacturers]

Note : 1. This letter of authorisation should be on the letter head of the  
manufacturing firm and should be signed by a ( person of the firm)  
competent to authorise someone to act on behalf of the firm. The  
person submitting a bid on behalf of the firm should have a Power of  
Attorney to legally bind the manufacturer.

i) Original letter of authorization may be enclosed.

**SECTION – VI**  
**(E). NEFT MANDATE FORM**

From: M/s. \_\_\_\_\_

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

To

\_\_\_\_\_  
Sports Authority of India,  
Gandhinagar.

**Sub: NEFT PAYMENTS**

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

**NATIONAL ELECTRONIC FUNDS TRANSFER MANDATE FORM**

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

---

[Signature with date, name and designation]

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

[Name & address of the manufacturers]

Confirmed by Bank:

Enclose a copy of Crossed Cheque

## Letter of Authorisation for attending bid opening Meeting

Tender No. -----

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

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

Order of Preference	Name	Specimen
Signature		
1.		
2.		

Alternate Representative

Signatures of bidder

Or

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

### Note:

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

## Section- VI

### Technical Specifications of Sports for National Campers

S. N.	Name of Items	Specification
1	Track Suit <b>BRANDED</b>	<b>Branded</b> Superior quality micro peach with cloth lining inside. <b>For Upper:</b> Ribs on the waist & cuffs with folded collars. <b>For Lowers:</b> Open bottom with durable & superior quality elastic with dori at the waist. Stitched Nylon thread interlocking & over locking and granted fast color <b>Light Blue</b> with <b>SAI LOGO</b> to be displayed in the front and <b>SPORTS AUTHORITY OF INDIA</b> in bold letters on the back.
2	T-Shirt <b>BRANDED</b>	Branded T-Shirts of knitted superior quality cloth with collars containing 75% cotton and 25% man made/synthetic fibers with <b>SAI LOGO</b> to be displayed in the front and <b>SPORTS AUTHORITY OF INDIA</b> in bold letters on the back.
3	<b>Short BRANDED</b>	Short knitted with superior quality cloth containing 75% cotton and 25% man made/synthetic fibers.
4	Warm Up Shoes <b>BRANDED</b>	1. The upper should be made of synthetic leather or synthetic leather with nylon meshes, lightweight, Breathable material with reinforcement on the toes for durability & Comfort preferably. 2. The quoted sample must include the test result in original preferably by footwear Designing and Development Institute (FDDI), Govt. of India, for both the soles and the upper materials. The minimum flex cycle of upper material should be preferably as per the FDDI standards. The quoted samples should also include the sole bonding test result conducted or confirmed by FDDI Preferably.
5	Socks <b>BRANDED</b>	Good Quality cotton & lycra mixed thick skin friendly materials having double tow & heel with SAI LOGO
6	Kit Bag (Big Size) <b>BRANDED</b>	<b>SAI LOGO</b> on the bag. <b>Size - 12 " X 24 " ( Length 24" Should Be Taken Only Inner Space I.E. Excluding The Space Of Pockets) Branded preferred.</b>

### Technical Specifications of Sports for Coaches

S. N.	Name of Items	Specification
1	Track Suit <b>BRANDED</b>	<b>Branded</b> Superior quality micro peach with cloth lining inside. <b>For Upper:</b> Ribs on the waist & cuffs with folded collars. <b>For Lowers:</b> Open bottom with durable & superior quality elastic with dori at the waist. Stitched Nylon thread interlocking & over locking and granted fast color <b>Light Blue</b> with <b>SAI LOGO</b> to be displayed in the front and <b>SPORTS AUTHORITY OF INDIA</b> in bold letters on the back.
2	T-Shirt <b>BRANDED</b>	Branded T-Shirts of knitted superior quality cloth with collars containing 75% cotton and 25% man made/synthetic fibers with <b>SAI LOGO</b> to be displayed in the front and <b>SPORTS AUTHORITY OF INDIA</b> in bold letters on the back.
3	Warm Up Shoes <b>BRANDED</b>	1. The upper should be made of synthetic leather or synthetic leather with nylon meshes, lightweight, Breathable material with reinforcement on the toes for durability & Comfort preferably. 2. The quoted sample must include the test result in original preferably by footwear Designing and Development Institute (FDDI), Govt. of India, for both the soles and the upper materials. The minimum flex cycle of upper material should be preferably as per the FDDI standards. The quoted samples should also include the sole bonding test result conducted or confirmed by FDDI Preferably.

## **SECTION VII**

### **GENERAL CONDITIONS OF CONTRACT (GCC)**

#### **1. Application**

- 1.1 The General Conditions of Contract incorporated in this Section shall be applicable for this purchase to the extent the same is not superseded by Schedule of Requirements under Section V and Technical Specifications under **Section VI** of this document.
- 1.2 Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings:
- i) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.
  - ii) “Supplier” means any private or public entity that will supply the goods to SAI under the contract. This refers to the Supplier with whom SAI has signed this contract with.
  - iii) “Contract” means the Contract signed by the Parties that is this General Conditions of (GCC), the Special Conditions of contract (SCC), and the Appendices.
  - iv) “Day” means calendar day.
  - v) “GOI” means the Government of India
  - vi) “SAI” means the Sports Authority of India
  - vii) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
  - viii) “In writing” means communicated in written with proof of receipt.

#### **2. Technical Specifications and standards**

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

#### **3. Mode communication**

The communication of an acceptance is complete as against the proposal or offerer where it is put in the course of transmission to him, so as to be out of the power of the acceptor, when it comes to the knowledge of the proposer or offerer. The medium of communication in Government contracts is generally by Post and the acceptance is, therefore, complete as soon as it is posted; so that there might be no possibility of a dispute regarding the date of communication of acceptance, it should be sent to the correct address by some authentic fool proof mode like Registered Post

Acknowledge due etc. it is the responsibility of the bidders to provide the correct address in their bids submitted to SAI.

#### **4. Performance Security**

- 4.1 To ensure due performance of the contract, the supplier shall furnish Performance Security.
- 4.2 To the Purchaser for an amount equivalent to five per cent (5%) of the total value of the contract prior signing of this contract.
- 4.3 Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty period of one year from the date of acceptance of the items by the consignee(s).
- 4.4 Supplier may furnish in the form of an account payee Demand Draft, Fixed Deposit Receipt from the a commercial bank, Bank Guarantee from a Commercial bank in an acceptable form in the format at **Section VIII (B)**, safeguarding the Purchaser's interest in all respects.
- 4.5 In the event of any amendment issued to the contract regarding extension of delivery period, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the amended contract.
- 4.6 Bid security should be refunded to the successful bidder on receipt of Performance Security.
- 4.7 Performance Security will be forfeited and credited to the account of SAI (Purchaser), in the event of a breach of contract by the supplier, in terms of the said contract.
- 4.8 The Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations.
- 4.9 Within twenty one (21) days from date of the issue of Notification of Award by the Purchaser, the supplier shall furnish Performance Security to the Purchaser for an amount equal to 10%) of the total value of the contract, valid up to sixty days beyond warranty period of 1 year from the date of acceptance of the goods by the consignee.
- 4.10 The Performance Security shall be denominated in Indian Rupees in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in **Section-VIII (B)** of this document in favour of the Purchaser.
- 4.11 Performance Security is to be forfeited and credited to the accounts of SAI, in the event of a breach of contract by the supplier, in terms of the relevant contract.

## **5. Packing and Marking**

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. 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.

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

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

to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 10.

## **7. Terms of Delivery**

- 7.1 Items shall be delivered by the supplier in accordance with the terms of delivery specified in the contract.
- 7.2 In the case of Delivery Duty Paid (DDP), the date of receipt of stores at Consignee's site shall be considered as the date of delivery.

## **8. Warranty**

- 8.1 The supplier warrants comprehensively that the items supplied under the contract are 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.
- 8.2 This warranty shall remain **valid for 1 year** after the items have been delivered at the final destination and accepted by the Purchaser in terms of the contract.
- 8.3 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.
- 8.4 If the supplier, having been notified, fails to rectify/replace the defect(s) promptly, the Purchaser may proceed to take such remedial action(s) as deemed fit by the Purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the Purchaser may have against the supplier.

## **9. 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.

## **10. Taxes, Duties and Octroi**

- 10.1 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 if stipulated in contract shall be allowed to the extent of actual payment by the supplier.
- 10.2 Octroi Duty, Local Duties & Terminal Taxes etc. :

Normally, items to be supplied to Government Departments against Government contracts are exempted from levy of town duty, octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions

only on production of certificate to this effect from the concerned Government Department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the Purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the Purchaser.

However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage/detention charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the Purchaser to enable the Purchaser reimburse the supplier and take other necessary action in the matter.

## **11. Terms and Mode of Payment**

### **11.1 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.

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

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

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

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

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

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

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

- (i) Imposition of Liquidated Damages,

- (ii) Forfeiture of its Performance Security and
- (iii) Termination of the Contract for default.

12.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the 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.

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

- (a) The Purchaser shall recover from the supplier, under the provisions of the clause 16 of the General Conditions of Contract, liquidated damages on the items, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
- (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax/CST/VAT/CENVAT, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the 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.
- (c) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/CST/VAT/CENVAT, Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

12.5 The supplier shall not despatch the items after expiry of the delivery period. The supplier is required to apply to the Purchaser for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the 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.

### **13. Liquidated damages**

Subject to the provision of Force Majeure under GCC clause 19, if the supplier fails to deliver any or all of the items within the time frame(s) incorporated in the contract, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed

supply of items until actual delivery or performance subject to a maximum of 10% of the contract price.

#### **14. Termination for default**

- 14.1 The Purchaser, without prejudice to any other contractual rights and remedies available to it (the Purchaser), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the items or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC sub-clauses 15.3 and 15.4.
- 14.2 Unless otherwise instructed by the Purchaser, the supplier shall continue to perform the contract to the extent not terminated.

#### **15. Termination for insolvency**

- 15.1 If the supplier becomes bankrupt or otherwise insolvent, the Purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser.

#### **16. Force Majeure**

- 16.1 Notwithstanding the provisions contained in GCC clauses 16, 17 and 18, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 16.2 For 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, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.
- 16.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 16.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

- 16.5 In case due to a Force Majeure event the Purchaser is unable to fulfil its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

## **17. Termination for convenience**

- 17.1 The Purchaser reserves the right to terminate the contract, in whole or in part for its (Purchaser's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser. The notice shall also indicate 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.
- 17.2 The items which are complete and ready in terms of the contract for delivery within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser following the contract terms, conditions and prices

## **18. 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.

## **19. Withholding and lien in respect of sums claimed**

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

## **20. Resolution of disputes**

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

## **21. Applicable Law**

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

# **SECTION VIII**

## **Form of Contract Agreement**

Contract for procurement of

Sport kits

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Between

Sports Authority of India (SAI)

And

[Name of Supplier]

Dated

## (A) CONTRACT AGREEMENT FORM

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

AND

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

WHEREAS the Supplier shall and will deliver the Items to \_\_\_\_\_ details of which are given in clause I of Section I to this office

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

That the Supplier would raise demand and the payment shall be done in accordance with the relevant Clause of this Contract and Clause 16 (Liquidated Damages) of General (Commercial) conditions of the Contract.

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

Signatory on Behalf of Purchaser

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

**SECTION – VIII (B)**  
**BANK GUARANTEE FORM FOR PERFORMANCE SECURITY**

To

**Sports Authority of India,**

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

Date: [insert date (as day, month, and year) of Notification of Award]

And Contract No. \_\_\_\_\_

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

Beneficiary: \_\_\_\_\_

**PERFORMANCE GUARANTEE No.:** [insert Performance Guarantee number]

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

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

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

This Guarantee shall expire no later than the [insert number] day of [insert month] [insert year], and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

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

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

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

- 1) Contract No. & Date : \_\_\_\_\_
- 2) Supplier's Name & Address : \_\_\_\_\_
- 3) Consignee : \_\_\_\_\_
- 4) Name of the item supplied : \_\_\_\_\_
- 5) Quantity supplied & received : \_\_\_\_\_
- 6) Date of receipt by the consignee : \_\_\_\_\_
- 7) Damages/Shortages/Recoveries : \_\_\_\_\_
- 8) Remarks, if any : \_\_\_\_\_
- 9) Ledger Entry Details : \_\_\_\_\_

(                    )            (                    )            (                    )

Signatures of Inspection & Acceptance Committee Members

Countersigned by Head of the Centre

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

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

(            Seal            )