

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

Telephone: +91-11 24362277

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

Bid Reference No.: 12328/SAI/GAD-I/POL/2018-19

Limited Tender Inquiry
for
Supply of Petrol and Diesel
for SAI Vehicles

Place of receipt of Bids:

To be dropped in Tender Box, placed at
GAD- I, Sports Authority of India,
Jawaharlal Nehru Stadium Complex,
Gate No.10, Lodhi Road,
New Delhi-110003.

- (i). Closing date & time for receipt of Bid : 14th January 2019, 06:00 PM :
- (ii). Time and date of opening of Bids : 15th January 2019, 11:00 AM :

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PART-1

BIDDING DOCUMENTS

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

Telephone: +91-11 – 24362777

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

Bid Reference No.: 12328/SAI/GAD-I/POL/2018-19

INVITATION FOR BID (IFB)

1. Sports Authority of India, for and on behalf of the Director General, Sports Authority of India, invites sealed Bids for supply of following Sports Goods:

| S.No. | Brief Description of Goods | Amount of Earnest Money in Rs. |
|-------|---|--------------------------------|
| 1. | Supply of Petrol and Diesel etc. for SAI Vehicles | 26000.00 |

- (i). Closing date & time for receipt of Bid : 14th January 2019, 06:00 PM
- (ii) Time and date of opening of Bids : 15th January 2019, 11:00 AM
2. Bidder may also download the Bidding Documents from the SAI website www.sportsauthorityofindia.nic.in submit its Bid by utilizing the downloaded document.
3. Bidders shall ensure that their Bids, complete in all respects, are dropped in the Tender Box placed in the office of Regional Director (ES), Sports Authority of India, Jawaharlal Nehru Stadium Complex, Gate No.-10 (East Gate), Lodhi Road, New Delhi-110003 (next to MTNL Building) on or before the closing date and time as indicated in the Para-1(i) above, failing which the Bids will be treated as late and rejected.
4. In the event of any of the above mentioned dates being declared as a holiday / closed day for the Purchaser, the Bids will be received/opened on the next working day at the appointed time.
5. The Bidding Documents are not transferable.

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

M/s. _____

SECTION - II
INSTRUCTIONS TO BIDDERS (ITB)

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SECTION – II
INSTRUCTIONS TO BIDDERS (ITB)
A. PREAMBLE

1. Introduction:

- 1.1 The Purchaser has issued these Bidding Documents for purchase of goods 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 - “Instruction to Bidders”) provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids. It also includes the mode and procedure to be adopted by the Purchaser for receipt and opening as well as scrutiny and evaluation of Bids and subsequent placement of contract.
- 1.3 Before formulating the Bid and submitting the same to the Purchaser, the Bidder should read and examine all the terms, conditions, instructions etc. contained in the Bidding Documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Bidding Documents may result in rejection of its 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 the English language. However, the language of any printed literature furnished by the Bidder in connection with its Bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the Bid, the English translation shall prevail.

B. BIDDING DOCUMENTS

3. Content of Bidding Documents:

In addition to Section I – “Invitation for Bid” (IFB), the Bidding Documents include:

- | | | | |
|---|----------------|----|--|
| ➤ | Section II | – | Instructions to Bidders (ITB) |
| ➤ | Section III | – | Qualification Criteria & Performance Statement |
| ➤ | Section III-B | -- | Performa for Performance statement |
| ➤ | Section IV | – | Bid submission Form |
| ➤ | Section IV B | -- | Price Schedule |
| ➤ | Section IV C | -- | Bank Guarantee form for Bid security |
| ➤ | Section IV E | -- | NEFT Mandate form |
| ➤ | Section V | – | Schedule of Requirements (SOR) |
| ➤ | Section V I | – | Technical Specifications |
| ➤ | Section VII | – | General Conditions of Contract (GCC) |
| ➤ | Section VIII | – | Contract Forms |
| ➤ | Section VIII-B | -- | Bank Guarantee form for performance security |

4. Amendments to Bidding Documents:

- 4.1 At any time prior to the deadline for submission of Bids, the Purchaser may, for any reason deemed fit by it, modify the Bidding Documents by issuing suitable amendment(s) to it.
- 4.2 Such an amendment will be uploaded on website: <http://sportsauthorityofindia.nic.in> and www.eprocure.gov.in

5. Clarification of Bidding Documents:

A Bidder requiring any clarification or elucidation on any issue of the Bidding Documents may take up the same with the Purchaser in writing.

C. PREPARATION OF BIDS

6. Documents Comprising the Bid:

6.1 The "Bid" on Single Bid System prepared by the Bidder shall comprise the following:

- i) Bid Security furnished in accordance with ITB clause 12.
- ii) Bid Submission Form as per Section IV (A).
- iii) Power of Attorney in favour of signatory of Bidding Documents
- iv) Bidder/Agent who quotes for goods manufactured/supplied by other manufacturer shall furnish Manufacturer's Authorisation Form as per Section IV (D).
- v) Power of Attorney in favour of signatory of Manufacturer's Authorisation Form.
- vi) The technical specification of quoted goods alongwith relevant documents like technical data, literature, drawing etc.
- vii) Performance Statement as per Form in Section III.
- viii) The GST number/TAN number & PAN number may be given with the quotation, otherwise Quotation will be rejected.
- ix) National Electronic Fund transfer (NEFT) Form as per Section IV (E) for payment in Indian Rupee, if applicable.
- x) Price Schedule(s) as per Forms I for goods in Section-IV(B) filled up with all the details.
- xi) The successful firm will have to provide credit facility minimum for the one moth to SAI.
- xii) The bidding firm should be an authorized supplier of petrol/diesel Pol etc of PSU Brands such as Indian Oil/Hindustan Petrol & Bharat Petroleum etc.

It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all required documents in addition to above, if any.

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

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

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

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

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

7. Bid Currencies:

The Bidder supplying goods/items as specified in secluded V shall quote in Indian Rupees Only.

8 Bid Prices:

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

8.4 Additional information and instruction on Duties and Taxes:

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

8.4.2 Octroi Duty and Local Duties & Taxes:

Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some 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 charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the Purchaser to enable the Purchaser reimburse the supplier and take other necessary action in the matter.

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

9. Firm Price:

9.1 The prices quoted by the Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

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

10. Alternative Bids:

Alternative Bids which are not meeting the Bid specifications, are not permitted and will be rejected.

11. Documents Establishing Bidder's Eligibility and Qualifications:

11.1 Pursuant to ITB clause 6, the Bidder shall furnish, as part of its Bid, relevant details and documents establishing its qualifications to perform the contract if its Bid is accepted.

11.2 The documentary evidence needed to establish the Bidder's qualifications shall fulfil the following requirements:

The Bidder and manufacturer meets the qualification criteria incorporated in the Section III.

12. Bid Security:

12.1 The Bidder shall furnish along with its Bid, Bid Security for amount as shown in the IFB in Section I. The Bid Security is required to protect the Purchaser against the risk of the Bidder's unwarranted conduct as amplified under sub-clause 12.7 below.

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

- i) Account Payee Demand Draft
- ii) Fixed Deposit Receipt
- iii) Banker's cheque
- iv) Bank Guarantee

12.3 The Demand Draft, Fixed Deposit Receipt or Banker's Cheque shall be drawn on any Commercial Bank in India or country of the Bidder, in favour of the "**Secretary, Sports Authority of India**", payable at "**New Delhi**". In case of Bank Guarantee, the same is to be provided from any Commercial Bank in India or country of the Bidder as per the format specified under Section IV (C) of Bid Documents.

12.4 The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the Bid. As validity period of Bid as per Clause 13 of ITB is 90 days, the Bid Security shall be valid for 135 days from Bid opening date.

12.5 Unsuccessful Bidders', Bid Security will be returned to them without any interest, after expiry of the Bid validity period, but not later than twelve (12) days after conclusion of the resultant contract. Successful Bidder's earnest money will be returned without any interest, after receipt of performance security from that Bidder.

12.6 Bid Security of a Bidder will be forfeited, if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid in any respect within the period of validity of its Bid without prejudice to other rights of the Purchaser. The successful Bidder's Bid Security will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

13. Bid Validity:

13.1 The Bid shall remain valid for acceptance for a period of 90 days (Ninety days) after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected.

13.2 In exceptional cases, the Bidders may be requested by the Purchaser to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid and they are also to extend the validity period of the Bid Security accordingly. A Bidder, however, may not agree to extend its Bid validity without forfeiting its Bid Security.

13.3 In case the day up to which the Bids are to remain valid falls on or subsequently declared a holiday or closed day for the Purchaser, the Bid validity shall automatically be extended up to the next working day.

14. Signing and Sealing of Bid:

- 14.1 The Bidders shall submit their Bids as per the instructions contained in ITB Clause 6.
- 14.2 Bid shall either be typed or written in indelible ink and the same shall be signed by the Bidder or by a person(s) who has been duly authorized to bind the Bidder to the contract.
- 14.3 The Bid shall be duly signed at the appropriate places as indicated in the Bidding Documents and all other pages of the Bid. The Bid shall not contain any erasure or overwriting, except as necessary to correct any error made by the Bidder and, if there is any such correction; the person signing the Bid shall initial the same. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the Bid.
- 14.4 The Bidder shall submit two copies of its Bid marking them as "Original" and "Duplicate". Duplicate Bid shall contain all pages as per in Original Bid.
- 14.5 Bidding Document seeks quotation following **Two Bid Systems**. The Bid should be submitted in a sealed cover mentioning Bid Ref. no.& date of Opening.

Technical and price bid are to be submitted separately with in the time & date mention in the bid document.

D. SUBMISSION OF BIDS

15. Submission of Bids:

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

16. Late Bid:

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

E. BID OPENING

17. Opening of Bids:

- 17.1 The Purchaser will open the Bids at the specified date and time and at the specified place as indicated in the IFB in Section-I.
- 17.2 In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for the Purchaser, the Bids will be opened at the appointed time and place on the next working day.
- 17.3 Authorized representatives of the Bidders, who have submitted Bids on time may attend the Bid opening provided they bring with them letters of authority from the corresponding Bidders.

F. SCRUTINY AND EVALUATION OF BIDS

18. Preliminary Scrutiny of Bids:

- 18.1 The Purchaser will examine the Bids to determine whether they are complete, whether the documents have been properly signed, stamped and whether the Bids are generally in order.
- 18.2 Prior to the detailed 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 minor deviation and /or minor irregularity and/or minor non-conformity in the Bid, the Purchaser may waive the same.
- 18.3 If a Bid is not substantially responsive, it will be rejected by the Purchaser.

19. Qualification Criteria:

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

20. Comparison of Bids and Award Criteria:

- 20.1 For comparison for ranking purpose for evaluation, the comparison of the responsive Bids shall be carried out on consignor site basis.
- 20.2 The contract may be awarded to the lowest responsive Bidder who meets the laid down Qualification Criteria in the Bid documents.

G. AWARD OF CONTRACT

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

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

22. Variation of Quantities at the Time of Award/ Currency of Contract:

At the time of awarding the contract or during the currency of the Contract, the Purchaser reserves the right to increase or decrease by up to twenty-five (25) per cent, the quantity of goods and services mentioned in the schedule (s) in the "Schedule of Requirements" (rounded off to next whole number) without any change in the rates and other terms & conditions quoted by the Bidder.

The contract will be for a period of **one year** from the date of award of contract, extendable for a further period of one year on the basis of satisfactory performance and on mutual agreement.

23. Notification of Award & issue of Contract:

- 23.1 Before expiry of the Bid validity period, the Purchaser will notify the successful Bidder(s) in writing, by registered / speed post or by fax/ email (to be confirmed by registered / speed post) that its Bid for goods & services, which have been selected by the Purchaser, has been accepted. The successful Bidder must furnish to the Purchaser the required Performance Security immediately upon Notification of Award and Contract Agreement failing which the bid security will be forfeited and the award will be cancelled. Relevant

details about the Performance Security have been provided under GCC Clause 3 under Section-VII.

23.2 The successful Bidder shall return the original copy of the contract, duly signed and dated, to the Purchaser immediately upon issue of contract.

23.3 The Purchaser reserves the right to issue the Notification of Award and Contract consignee wise and schedule wise.

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

Failure of the successful Bidder in providing Performance Security and / or returning contract copy duly signed in terms of ITB Clauses-23 above shall make the Bidder liable for forfeiture of its bid security and, also, for further actions by the Purchaser against it as per the clause 16 of GCC – Termination of default in Section-VII.

25. Corrupt or Fraudulent Practices:

It is required by all concerned namely the Consignee/Bidders/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -

- (a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
- (b) will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by the Purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or in executing the contract.

SECTION – III
QUALIFICATION CRITERIA & PERFORMANCE STATEMENT

(A) QUALIFICATION CRITERIA

Bid Reference No.: 12328/SAI/GAD-I/POL/2018-19

| S. No. | Qualification Criteria | |
|---------------|---|--|
| 1 | Annual Turn Over of supplier (Average of last 3 years) | Rs. 50.00 lakhs |
| 2 | Proven past performance of Bidder of supplying the POL and Diesel to Government organisation/PSU/ State Government/ Educational institutions in last 3 years. | Document in support to be submitted |
| 3 | Quality Assurance Certification for manufacture: ISO 9000 or equivalent preferred. | |
| 4 | The firm should have their petrol/diesel out let with 2-3-Km radius of JNS Stadium, New Delhi and also have the facilities of issue of pollution certificate/checking and supply of nitrogen air to the vehicles. | |

In support of above, the Bidder shall furnish required documents, Performance Statement as per Pro-forma in Section-B.

SECTION– III (B)
PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last three years)

Bid Reference No. : _____

Date of opening : _____

Name and address of the Bidder : _____

Name and address of the manufacturer : _____

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

Signature and seal of the Bidder

Note:

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

SECTION - IV

(A) BID SUBMISSION FORM

Date _____

To

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

Ref.: Your Bidding Document No. _____ dated _____

We, the undersigned have examined the above mentioned Bidding Document, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver _____ (*Description of goods and services*) in conformity with your above referred document for the sum as shown in the price schedule(s), attached herewith and made part of this Bid.

We further confirm that, if our Bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 3, in Section - VII for due performance of the contract.

We agree to keep our Bid valid for acceptance for 90 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 clause Fall Clause at S. No. 19 of General Conditions of Contract as per Section VII.

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

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

We confirm that we fully agree to the terms and conditions specified in above mentioned Bidding Document, including amendment/ corrigendum if any

[Signature with date, name and designation]

Duly authorised to sign Bid for and on behalf of Messrs _____

[Name & address of the manufacturers]

SECTION – IV

(B) PRICE SCHEDULE

| | 1 | 2 | 3 | 4 | 5 | 6 |
|--------|--|----------------------------|-------------|--|--------------------------|---------------------------------------|
| S. No. | Schedule | Brief Description of Goods | Qty. (Nos.) | GST/Sales/Tax/CST/VAT/CENVAT (if any) [%age & value] | Price on to the purchase | Total Price on Delivery to the petrol |
| 1. | Petrol Normal | | | | | |
| 2. | Diesel Normal | | | | | |
| 3. | Oil & Lubricant Mobioil (All category vehicle such as petrol & diesel) | | | | | |
| 4. | Duster (yellow) | | | | | |
| 5. | Coolant | | | | | |
| 6. | Any other items | | | | | |

Total Bid price in Rupees: _____

In words: _____

The above prices quoted are for supply of above items mentioned in schedule.

Place: _____

Date: _____

Signature of Bidder _____

Name & Designation _____

Business Address _____

Seal of the Bidder _____

Note: If there is a discrepancy between the unit price and total price the unit PRICE shall prevail.

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 90 days i.e. for 135 days (90 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
Jawaharlal Nehru Stadium Complex,
Gate No.10, Lodhi Road, New Delhi-110003

Dear Sirs,

Ref. Your Bidding Reference No _____, dated _____

We, _____ who are proven and reputable manufacturers of _____ (*name and description of the goods offered in the Bid*) having factories at _____, hereby authorise Messrs _____ (*name and address of the agent*) to submit a Bid, process the same further and enter into a contract with you against your requirement as contained in the above referred Bidding Documents for the above goods manufactured by us.

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

We also hereby extend our full warranty of one year from acceptance of goods by Consignee as per Clause-10 of General Conditions of Contract against this Bidding Document.

Yours faithfully,

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

[Name & address of the manufacturers]

Note : 1. This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

2. Original letter may be enclosed.

**SECTION – IV
(E) NEFT MANDATE FORM**

From: M/s. _____

Date: _____

To

Executive Director (Finance)
Sports Authority of India

Sub: NEFT PAYMENTS

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

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATE FORM

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

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

[Name & address of the manufacturers]

Confirmed by Bank

Enclosed a copy of Crossed Cheque

PART-2

SUPPLY REQUIREMENTS

SECTION - V

Schedule of Requirements

Part I:

| S. No. | Description of Item (As per in Section-VI) | Qty. |
|---------------|--|--------------------|
| 1. | Petrol Normal | As per requirement |
| 2. | Diesel Normal | As per requirement |
| 3. | Oil & Lubricant Mobioil (All category vehicle such as petrol & diesel) | As per requirement |
| 4. | Duster (yellow) | As per requirement |
| 5. | Coolant | As per requirement |
| 6. | Any other items | As per requirement |

SECTION-VI

TECHNICAL SPECIFICATIONS

SECTION - VI

Part I:

| S. No. | Item |
|-------------------|--|
| 1. | Petrol Normal |
| 2 | Diesel Normal |
| 3. | Oil & Lubricant Mobioil (All category vehicle such as petrol & diesel) |
| 4. | Duster (yellow) |
| 5. | Coolant |
| 6. | Any other items |

PART-3

CONTRACT

SECTION - VII

GENERAL CONDITIONS OF CONTRACT (GCC)

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SECTION - VII

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application:

The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same is not superseded by Schedule of Requirements under Section V and Technical Specification under Section VI of this document.

2. Country of Origin:

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

3. Performance Security:

3.1 Immediately after Notification of Award and Contract Agreement by the Purchaser , the supplier, shall furnish performance security to the Purchaser for an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty days after warranty period (01) year from satisfactory installation & acceptance) of the store by the consignee.

3.2 The Performance security shall be denominated in Indian Rupees in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in Section VIII (B) of this document in favour of the Purchaser.

3.3 The Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations.

4. Technical Specifications and Standards

The Goods & Services to be provided by the supplier under this contract shall conform to the General and standard specifications of the items issued by Govt. of India, Ministry of Petroleum.

5. Contract period

The contract will be for a period of **one year** from the date of award of contract, extendable for a further period of one year on the basis of satisfactory performance and on mutual agreement.

6. Inspection, Testing and Quality Control:

The stores will be supplied by the contractor on the basis of Manufacturer's own Pre-dispatch Inspection Certificate. The Purchaser / consignee or its authorized representative will inspect the stores and will issue Consignee's Receipt Certificate certifying receipt of stores in full & good conditions clearly indicating shortage / breakage, if any, for recovery of appropriate amount from the contractor's bill.

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 of the Contract.

7. Terms of Delivery:

Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract- on requirement basis.

The Successful bidder will have to provide petrol/diesel/oil etc. as per requirement of SAI for which the Assistant Director (GAD-I) for his representatives will be informing the successful bidder through POL slips (Which provided by successful bidder) duly signed.

8. Insurance:

Unless otherwise instructed, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

i) Wherever necessary, the goods supplied under the contract shall be fully insured in the manner specified in the contract. If considered necessary, the insurance may be done for coverage on "all risks" basis including war risks and strike clauses. The amount to be covered under insurance should be sufficient to take care of the overall expenditure, which may be incurred due to any such damage, loss etc.

9. The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent/latest improvements in design and materials unless prescribed otherwise by the Purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods under the conditions prevailing in India.

10.1 This warranty shall remain valid for one (01) year after the goods have been delivered and installed at the final destination and accepted by the Purchaser in terms of the contract.

10.2 The supplier shall, promptly repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Purchaser for such replaced parts/goods thereafter.

10.3 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.

10.4 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Purchaser promptly on receipt of order from the Purchaser.

11. Prices:

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

12. Taxes, Duties and Octroi:

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

12.2 Octroi Duty, Local Duties & Terminal Taxes etc.:

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

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

13. Terms and Mode of Payment:

13.1 Payment Terms

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

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

1. Payment will be made on fortnightly basis on production of Invoice.
2. No advance payment will be made.
3. The Successful bidder will submit the bill to the Asstt. Director (GAD-I) every fortnightly. SAI will make the payment through ECS /NEFT in favour of the Agency.
4. The payment shall be made fortnightly only after upon submission of the following documents: -
 - (i) Supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
 - (ii) Requisition slip issued by the authorized representative of concerned section
 - (iii) Acceptance Certificate/slip.

5. No bill process charges or any others charge shall be payable to the successful bidder.
 6. Payment of the contract price shall be subjected to the recoveries / liquidated damages/shortages etc., if any.
 7. SAI reserves the right to deduct the TAX as applicable while making such payments.
- 13.2 The supplier shall not claim any interest on payments under the contract.
 - 13.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
 - 13.4 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 .
 - 13.5 All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/RTGS systems as per the NEFT Mandate Form attached as per Section-IV (E).
- 14. Delay in the supplier's performance:**
- 14.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser as incorporated in the contract.
 - 14.2 Any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
 - (i). Imposition of Liquidated Damages,
 - (ii). Forfeiture of its Performance Security and
 - (iii). Termination of the Contract for default.
- 15. Liquidated damages:**
- If the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price.
- 16. Termination for default:**
- 16.1 The Purchaser, without prejudice to any other contractual rights and remedies available to it (the Purchaser), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser.
 - 16.2 Unless otherwise instructed by the Purchaser, the supplier shall continue to perform the contract to the extent not terminated.
- 17. Termination for insolvency:**
- If the supplier becomes bankrupt or otherwise insolvent, the Purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier

without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser.

18. Termination for convenience:

18.1 The Purchaser reserves the right to terminate the contract, in whole or in part for its (Purchaser's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser. The notice shall also indicate interalia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

18.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser may decide:

- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
- b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

19. Fall Clause:

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

20. Withholding and lien in respect of sums claimed:

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

21. Resolution of disputes:

- 21.1 If dispute or difference of any kind shall arise between the Purchaser and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 21.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the Purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. Such dispute or difference shall be referred to the sole arbitration, appointed to be the arbitrator by the Director General (Sports Authority of India). The award of the arbitrator will be final and binding on the parties to the Contract.
- 21.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi, India.

22. Applicable Law:

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

**GOVT. OF INDIA,
SPORTS AUTHORITY OF INDIA,
ES DIVISION, JAWAHARLAL NEHRU STADIUM COMPLEX,
GATE NO. 10, LODHI ROAD, NEW DELHI-110003.**

**SECTION – VIII
(A) CONTRACT AGREEMENT
CONTRACT FORM FOR SUPPLY AND INSTALLATION.**

Contract No _____ dated _____

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

1. Name & address of the Supplier: _____
2. Purchaser's Bidding Document No _____ dated _____ and subsequent Amendment No _____, dated _____ (if any), issued by the Purchaser.
3. Supplier's Bid No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the supplier and the Purchaser in connection with this Bid.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:

- (i) General Conditions of Contract;
- (ii) Schedule of Requirements;
- (iii) Technical Specifications;
- (iv) Bid Form furnished by the supplier;
- (v) Price Schedule(s) furnished by the supplier in its Bid;
- (vi) Manufacturers' Authorisation Form (if applicable for this Bid);
- (vii) Purchaser's Notification of Award

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

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

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

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

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

(ii) Delivery schedules:

iii) Details of Performance Security:

(iv) Consignee:

(v) Warranty Period:

(vi) Payment terms:

**(Signature, name and address
of the Purchaser 's authorised official)
For and on behalf of Director General
Sports Authority of India**

Received and accepted this contract

[Signature with date, name and designation]

For and on behalf of Messrs _____

[Name & address of the manufacturers]

(Seal of the supplier)

Date: _____

Place: _____

SECTION – VIII

(B) BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

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

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

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

and Contract No. _____

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

Beneficiary: Sports Authority of India, Jawaharlal Nehru Stadium Complex, Gate No.10, Lodhi Road, NEW DELHI-110003

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number]

We have been informed that [insert complete name of 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) CONSIGNEE RECEIPT CERTIFICATE (CRC)
(To be given by consignee’s authorized representative)

The following store (s) has/ have been received in good condition:

- 1) Contract No. : _____
- 2) Contract Date : _____
- 3) Supplier’s Name : _____
- 4) Consignee : _____
- 5) Name of the item supplied : _____
- 6) Quantity Supplied : _____
- 7) Date of Receipt by the
Consignee : _____
- 8) Name and designation of
Authorized Representative of
Consignee : _____
- 9) Signature of Authorized
Representative of Consignee : _____
- 10) Date : _____
- 11) Seal of the Consignee : _____