



**SPORTS AUTHORITY OF INDIA  
NETAJI SUBHAS REGIONAL CENTRE,  
SAROJINI NAGAR, KANPUR ROAD, LUCKNOW, PIN-226008**

Telephone : 0522-2438155 Fax : 0522-2438155

Website : [www.sportsauthorityofindia.nic.in](http://www.sportsauthorityofindia.nic.in)

Bid Reference NO. : SAI/NSRCL/77/Coaches-Kit /2016-17

Date : 17.02.2017

Last Date & Time of Submission of Bids : 10.03.2017 Upto 3.00 pm

Opening Date & Time of Technical Bids : 10.03.2017at 3.30 pm

**BIDDING DOCUMENT**

**FOR**

**PROCUREMENT OF SPORTS KIT OF COACHES**

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Tender No : SAI/NSRC/77/Coaches-Kit /2016-17 dated 17 Feb 2017

INVITATION FOR BIDS (IFB)

1. Sports Authority of India (SAI/Purchaser), Netaji Subhash Regional Centre, Sarojini Nagar, Kanpur Road, Lucknow for and on behalf of the Director, SAI-NSRC invites Bids on two bid system from the manufacturers /authorized dealers in sports kit for SAI Coaches consisting of Track Suits, Warm up shoes and T-shirts of reputed brands having minimum annual turnover of Rs. 40.00 Lakhs (Rupees forty lakh only) from Sports kit/apparel including exports as per audited accounts for the last three financial years :-

Brief Description of Equipments		Amount of Bid Security(EMD) ( Rs.)	Bidding Documents Cost (Rs.)	Last Date & Time of Submission of Bids	Opening Date & Time of Technical Bids
S. No	Name of Equipments				
1.	Track Suit	Rs 16,000/-	Rs 1000/-	10.03.2017Upto 3.00 pm	10.03.2017at 3.30 pm
2.	T. Shirt				
3.	Warm Up Shoes				

Bid documents with detailed terms & conditions are available on website [www.sportsauthorityofindia.nic.in](http://www.sportsauthorityofindia.nic.in). In case the tender documents is downloaded, the tender cost to be submitted alongwith EMD through Demand Draft in favour of Regional Director, Sports Authority of India, Netaji Subhash Regional Centre, Lucknow payable at Lucknow.

-sd-  
Director

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**SECTION - II**  
**INSTRUCTIONS TO BIDDERS (ITB)**

**A. PREAMBLE**

**1. Introduction**

- 1.1 This bid document is for purchase of items as mentioned in **Section V**-“Schedule of Requirements”.
- 1.2 This section (Section II) 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 Bid Documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in this Bidding document may result in rejection of the Bid.

**2. Language of Bid**

- 2.1 The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the Bid exchanged between the Bidder and the purchaser, shall be written in the English language. However, the language of any printed literature furnished by the Bidder in connection with its Bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the Bid, the English translation shall prevail.

**3. Cost of Bid Documents**

- 3.1 Cost of bid document is Rs. 1000/- (Rupees one thousand only) as shown in the statement below clause 1 of **Section-I IFB**. This amount is non-refundable. Cost of bid document may be remitted in the form of demand draft drawn in favour of Director Sports Authority of India payable at Lucknow on or before closing date of submission of bids.

**B. BIDDING DOCUMENTS**

**4. Contents of Bidding Documents**

- 4.1 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 IV	- Bidding Forms
Section V	- Schedule of Requirements (SOR)
Section VI	- Technical Specifications
Section VII	- General Conditions of Contract (GCC)
Section VIII	- Contract Forms

## 5 Amendments to Bidding Documents

- 5.1 At any time prior to the deadline for submission of Bids, the purchaser may, for any reason as deemed fit by it, modify the Bidding Documents by issuing suitable amendment(s) to it.
- 5.2 Such an amendment to the Bidding Documents will be uploaded on SAI website: <http://sportsauthorityofindia.nic.in> only.
- 5.3 Prospective bidders are advised in their own interest to visit our website for any amendment etc. before submitting their bids.

## 6. Clarification of Bidding Documents

- 6.1 A Bidder requiring any clarification or elucidation on any issue of the Bidding Documents 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. Late Bids.

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

## 8. Bid Format.

- 8.1 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

## 9. Documents Comprising the Bid

- 9.1 The **Two Bid System**, i.e. "Technical Bid" and "Price Bid" prepared by the Bidder shall comprise the following:

### A) Technical Bid.

- i) Bid Security furnished in accordance with ITB clause 12.
- ii) Bid Submission Form as per Section IV (A).
- iii) Power of Attorney in favour of signatory of Bidding Documents.
- iv) Bidder/ Agent who quotes for sports kit manufactured by other manufacturer shall furnish Manufacturer's Authorisation Form as per Section IV (D).
- v) Certificate of Incorporation/Registration Certificate of Firm / Company/ Agency.
- (vi) Documents mentioned in the qualification criteria as per Section III A.
- (vii) Performance Statement" as per form in Section II B.
- (viii) Certificate of satisfactory performance in supply of similar sport items as stipulated in Section III A.
- (ix) National Electronic Fund transfer (NEFT) Form as per Section IV (E) for payment in Indian Rupee, if applicable.
- (x) Copy of PAN & VAT No.
- (xi) Certificate of Chartered Accountant showing annual turnover for the last three financial years i.e 2013-14, 2014-15 & 2015-16. Copies of Balance Sheet, Profit and Loss Account statement etc need not be enclosed.
- (xii) Income Tax Return filed for the last three financial years i.e. 2013-14, 2014-15 & 2015-16.
- (xiii) Sales Tax Registration Certificate.
- (xiv) Valid TIN.
- (xv) Valid subsisting license/ Authorised Agent Certificate.
- (xvi) Registration Certificate of Partnership concern/company, duly registered copy of Partnership Deed/MOA of Company.
- (xvii) Details of work experience including certificate highlighting the necessary experience from the respective clients for the last three years.
- (xviii) Successful bidder should also submit all the above documents in original without fail within seven days of dispatch of notification otherwise SAI/Purchaser may cancel the bid and the Bid security would stand forfeited.

- (xix) Bidder shall execute necessary instruments and documents required by SAI/Purchaser in relation to the Bidding Documents and shall adhere to all notifications/ amendments as may be issued by Purchaser from time to time.. All costs (including Taxes, stamp duties and registration charges (if any) shall be borne by the Bidder.
- (xx) Clause by clause compliance demonstrating substantive responsiveness by signing and stamping on all the pages of the original bid document by authorized 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.

**B) Price Bid:**

- (i) 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.
- ii) 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.
- iii) 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.
- iv) The unit price shown in the financial bid will be inclusive of taxes, duties, packing, forwarding, freight and insurance charges (other than Service Tax/VAT). Any changes in the taxes (except for Service Tax/VAT) shall have not effect on the price during the scheduled delivery period. Service Tax/VAT charges will be paid extra as per actual, wherever applicable.
- v) All pages of the Bid should be page numbered and indexed.
- vi) The authorized signatory of the Bidder must sign the Bid duly stamped at appropriate places and initial all the remaining pages of the Bid.
- vii) No condition shall be attached to the Financial Bid. Such a bid shall be summarily rejected.
- (viii) The bid of a Bidder, who does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

**10. Submission of Samples.**

10.1 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 and obtain a receipt from consignee in this regard prior to the date & time of opening of Technical Bid. Samples should be submitted only for the items quoted. Bids received without samples will not be evaluated and will be summarily rejected. A self attested photocopy of receipt of samples by the consignee must be enclosed alongwith the Technical Bid.

10.2 Each Sample should have a card affixed to it. Giving particulars of :-

- (a) Firm's Name & Address.
- (b) Bid No.
- (c) Date & Time of Opening of Bid.
- (d) Item No of the schedule.
- (e) Any other description, if necessary.

10.3 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.

10.4 Un- approved Samples of unsuccessful bidders will be returned. It shall be the responsibility of the bidder to collect the samples from Consignee.

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

## **11. Bid Prices**

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).

## **12. Octroi Duty and Local Duties & Taxes:**

12.1 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 sports kit 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.

12.2 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.

## **13. Firm Price**

13.1 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.

13.2 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in ITB Clause 7.1 (B) will apply.

## **14. Alternative Bids**

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

## **15. Documents Establishing Bidder's Eligibility and Qualifications:**

15.1 Pursuant to ITB clause 7.1, 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.

- 15.2 The documentary evidence needed to establish the Bidder's qualifications shall fulfill the following requirements:
- 15.2.1 In case the Bidder offers to supply sports kit, which are manufactured by some other firm, the bidder should be duly authorized by the manufacturer to quote for and supply the goods to the purchaser. The Bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section IV in this document.
- 16. Bid Security/Earnest Money Deposit (EMD).**
- 16.1 The Bidder shall furnish along with its Bid, Bid Security for amount as shown in clause 1 of 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 14.7 below. Non submission of bid security will be considered as major deviation and bid will not be considered.
- 16.2 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.
- 16.3 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 (As per format at Section IV-C).
- 16.4 The Demand Draft, Fixed Deposit Receipt or Banker's Cheque shall be drawn on any Commercial Bank in India in favour of the "Regional Director, SAI, NSRC, Lucknow", payable at " Lucknow.
- 16.5 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 15 of ITB is 180 days, the Bid Security shall be valid for 225 days from Technical Bid opening date.
- 16.6 Unsuccessful Bidders' Bid Security will be returned to them without any interest, after expiry of the Bid validity period, but not later than forty-five days after conclusion of the resultant Contract. Successful Bidder's earnest money will be returned without any interest, after receipt of Performance Security from that Bidder.
- 16.7 Bid Security of a Bidder will be forfeited, if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid in any respect within the period of validity of its Bid without prejudice to other rights of the purchaser. The successful Bidder's Bid Security will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required Performance Security within the specified period.
- 17. Bid Validity.**
- 17.1 The Bid shall remain valid for acceptance for a period of 180 days (One Hundred and Eighty 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.
- 17.2 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.
- 17.3 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.

**18. Signing and Sealing of Bid**

- 18.1 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. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the Bid.
- 18.2 Bidding Document seeks quotation following Two Bid System, in two parts. First part will be known as 'Technical Bid', and the second part 'Price Bid' as specified in clause 7 of ITB.

**D - SUBMISSION OF BIDS**

**19. Submission of Bids**

- 19.1 The Bids duly completed in all respects should be dropped in sealed box placed in the office of Sports Authority of India, Netaji Subhas Regional Centre, Lucknow.
- 19.2 The bidder who wish to submit bid duly completed in all respect by post will ensure that the same reaches to this office on or before due date and time given for submission of same.
- 19.3 Bid received after due date and time will not be considered under any circumstances.
- 19.4 Submission of more than one bid by the same bidder shall entail him for disqualification from participating in the bid process.

**E - BID OPENING**

**20. Opening of Bids**

- 20.1 The tender inviting Authority will open the Bids at the specified date and time and at the specified place as indicated in the IFB in Section-I.
- 20.2 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.
- 20.3 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.
- 20.4 Two - Bid system will be as follows. The Technical Bids are to be opened in the first instance, at the prescribed time and date as indicated in IFB. These Bids shall be scrutinized and evaluated by the Tender Inviting Authority with reference to parameters prescribed in the Bidding Document. During the Technical Bid opening, the Bid opening official(s) will read the salient features of the Bids like brief description of the goods offered, Delivery Period, Bid Security and any other special features of the Bids, as deemed fit by the Bid opening official(s). Thereafter, in the second stage, the Financial Bids of only the Technically acceptable 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 of the goods offered etc., as deemed fit by Bid opening official(s) will be read out.

## F - SCRUTINY AND EVALUATION OF BIDS

### 21 Scrutiny of Bids.

21.1 The Tender Inviting Authority 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.

21.2 Prior to the detailed evaluation of Price Bids, the Tender Inviting Authority 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, the purchaser may waive minor deviation and / or minor irregularity and / or minor non-conformity in the bid.

21.3 If a Bid is not substantially responsive, it will be rejected by SAI.

### 22 Qualification Criteria

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

### 23 Conversion of Bid currencies to Indian Rupees - Not Applicable.

### 24 Comparison of Bids and Award Criteria.

24.1 The Contract may be awarded to the **lowest responsive Bidder** who meets the laid down Qualification Criteria in the Bid documents.

24.2 SAI reserves the right to give the price preference/purchase preference as per the Govt. instructions in vogue while evaluating, comparing and ranking the responsive Bids. The Bidders claiming the same should enclose the concerned Notification of Govt. of India along with other relevant documents so as to establish their claim for such preferences.

## G. AWARD OF CONTRACT

### 25. Notification of Award

25.1 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 that its Bid for items, which have been selected by SAI, has been accepted, also briefly indicating therein the essential details like description, quantity of the items, and delivery period, and prices have been accepted. The successful Bidder must furnish to the SAI the required Performance Security within twenty eight (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.

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

### 26. Issue of Contract

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

26.2 The successful Bidder shall return the original copy of the Contract, duly signed and dated, to SAI by registered/speed post so as to reach within twenty one (21) days from the date of issue of the Contract.

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

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.

### 28. 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 the quantity of goods and services mentioned in the "Schedule of Requirements" rounded off to next whole number, without any change in the unit price and other terms & conditions quoted by the Bidder.

### 29. Annulment of Award

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

### 30. Cancellation of Bid

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

### 31. Disqualification.

31.1 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.

### **32. 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 SAI: -

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

**SECTION - III**  
**QUALIFICATION CRITERIA & PERFORMANCE STATEMENT**

**(A) QUALIFICATION CRITERIA**

Bid Reference No. SAI/NSRCL/77/Coaches Kit/2016-17

Dated: 17.02.2017

- (a) The Bidder must be a Manufacturer or its Authorized distributors/ Agent.  
(b) The bidder must satisfy the following qualifications criteria :-

Sl. No.	Qualification Criteria	
1	Annual Turn Over of Manufacturer/Bidder (Average of last 3 years i.e 2013-14, 2014-15 & 2015-16) (Enclose documentary evidence such as certificate given by the CA).	Rs. 40.00 Lakhs
2	Proven past performance of Bidder of satisfactory supply to the government organizations.	The manufacturer/ bidder should have successfully completed contracts of having supplied the Sports Kit items of value totaling more than Rs. 40.00 Lakhs p.a., details to be enclosed.
3	The manufacturer should be manufacturing sports kit at least for the last three years	
4	The manufacture should be manufacturing Sports Kit items since more than last three (03) years (2013, 2014 & 2015).	
5	In case Bidder is not manufacturer then the Bidder should be an exclusive authorized agent of the manufacturer and in business of supplying the Sports Kit items for more than one (01) year.	

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



SECTION - IV

(A) BID SUBMISSION FORM

Date \_\_\_\_\_

To

Sports Authority of India  
Netaji Subhas Regional Centre,  
Sarojini Nagar, Kanpur Road,  
LUCKNOW

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 "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 3, in Section - VII for due performance of the contract.

We agree to keep our Bid valid for acceptance for 180 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. 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 Bidding Document, including amendment/ corrigendum if any.

\_\_\_\_\_  
\_\_\_\_\_  
[Signature with date, name and designation]

Duly authorized to sign bid for and on behalf of Messrs  
(Name & Address of the manufacturers)

(Seal of the Bidder)





**SECTION – IV**  
**( C ) BANK GUARANTEE FORM FOR BID SECURITY**

Whereas \_\_\_\_\_ (hereinafter called the “Bidder”) has submitted its quotation dated \_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called the “Bid”) against the Sports Authority of India’s BidReference 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 “Sports Authority of India) in the sum of \_\_\_\_\_ for which payment will and truly to be made to the Sports Authority of India, 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 Sports Authority of India 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 Sports Authority of India up to the above amount upon receipt of its first written demand, without Sports Authority of India having to substantiate its demand, provided that in its demand the Sports Authority of India will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty-five days after the period of Bid validity of 180 days i.e. for 225 days (180 days + 45 days) from the date of Bid Opening and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
(Signature of the authorised officer of the Bank)

\_\_\_\_\_  
Name and designation of the officer

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

**SECTION –IV**  
**(D) MANUFACTURER’S AUTHORISATION FORM**

To

The Director  
Sports Authority of India  
Netaji Subhas Regional Centre,  
Sarojini Nagar, Kanpur Road,  
LUCKNOW

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 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

The Director  
Sports Authority of India  
Netaji Subhas Regional Centre,  
Sarojini Nagar, Kanpur Road,  
LUCKNOW

**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 of bidder with date, name and designation]*

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

Confirmed by Bank:

Enclose a copy of Crossed Cheque

## **PART-2**

# **SUPPLY REQUIREMENTS**

**SECTION - V**  
**SCHEDULE OF REQUIREMENTS**  
**SPORTS KIT ITEMS OF SAI COACHES : 2016-17**

**Part - I**

S.No.	Brief Description of Items (As per Technical Specifications in Section-VI)	Qty. (Nos.)
1.	Track Suit	80 (eighty) Unit
2.	T. Shirts	160 (one hundred sixty) Unit
3.	Warm Up Shoes	80 (eighty) pairs

**Part II: Required Delivery Schedule:**

**a) For domestic goods or goods of foreign located in India**

The Sports Kit items are required with in 10 days of issue of Notification. However, the date of receipt of Sports Kit items at consignee site will be considered the date of installation and commissioning, as the date of delivery.

**Part III: Required Terms of Delivery**

**a) For domestic goods or goods of foreign located in India**

“Free Delivery at Consignee’s Site”. Date of delivery at Consignee’s site will be considered as the actual date of delivery

**Part-IV: Consignee(s) Details:**

Designation of the office with Address	Tel/Fax/e-mail No
Director Sports Authority of India Netaji Subhas Regional Centre Sarojini Nagar, Kanpur Road Lucknow-226008	Tele No : 0522-2438155  Fax No : 0522-2438155  E Mail : rdsailko2011@gmail.com

**SECTION-VI**

**TECHNICAL SPECIFICATIONS**

## Section - VI

### Technical Specifications Of Sports Kit Items of Coach

<b>S. No.</b>	<b>Brief Description of Goods</b>	<b>Technical Specifications</b>
1.	Track Suit	Track suit of reputed brand in sweat absorbent material with full sublimation soft printing, inner lining collar and logo of SAI. One pocket on both side, good quality Zip & elastic on the cuffs. Open bottom with durable & superior quality elastic with dori at the waist & also having one pocket on each side.
2.	T Shirt	T-Shirt of reputed brand in two different colours, sweat absorbent or equivalent material with full sublimation soft printing, collar and logo of SAI.
3.	Warm Up Shoes	Warm up shoe of reputed brand made of high quality upper breathable, washable material and PVC/ Rubber/ EVA or equivalent sole with proper cushioning layer with proper Heal & Toe protection curve.

**PART-3**  
**CONTRACT**

## SECTION - VII

### GENERAL CONDITIONS OF CONTRACT (GCC)

#### TABLE OF CLAUSES

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## 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 Specification under Section VI of this document.
2. **Technical Specifications and Standards**
  - 2.1 The items supplied under this contract shall conform to the standards prescribed in the Technical Specifications given in Section VI of the bid document.
3. **Term**

This contract shall commence on the day contract awarded and shall continue for a term of one year subject to termination in accordance with the provisions of this Agreement or otherwise in accordance with law or equity. ("Term").
4. **Performance Security**
  - 4.1 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 five percent (5%) of the total value of the contract, valid up to sixty days beyond the date of completion of all contractual obligations of the supplier including warranty period of six months from the date of acceptance of the items by the consignee.
  - 4.2 Supplier may furnish in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a commercial bank, Bank Guarantee from a Commercial Bank in an acceptable form in the format at Section-VIII (B) of this document in favour of Director, Sports Authority of India, Netaji Subhas Regional Centre, Lucknow.
  - 4.3 In the event of any amendment issued to the contract, regarding extension of Delivery Period, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the 'Performance Security' (as necessary), rendering the same valid in all respects in terms of the amended contract.
  - 4.4 Bid security will be refunded to the successful bidder on receipt of Performance Security.
  - 4.5 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.
5. **Packing and Marking**
  - 5.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand transit hazards, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
  - 5.2 The rates quoted by the supplier are inclusive of all applicable taxes, and inclusive of all charges for packing, shipping carriage, insurance and delivery of the goods to the sites and any other duties and / or levies etc. No increase in rates shall be applicable during the term of this Agreement.

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

- 6.1 The Purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications incorporated in the contract. The Purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging of Purchaser and/or its nominated representative(s) will be borne by the Purchaser and/or its nominated representative(s).
- 6.2 For such inspections and tests which are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- 6.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the Purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
- 6.4 If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the Purchaser under the terms & conditions of the contract.
- 6.5 The purchaser's/Purchaser's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above.
- 6.6 Goods accepted by the purchaser/Purchaser and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/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 11.

## **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 sports kit items at Consignee's site shall be considered as the date of delivery.

**8. Warranty.**

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

- 10.2 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.

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

### **11.1 Payment Terms**

Hundred percent (100 %) payment of the contract price subject to recoveries / liquidated damages/shortages etc, if any, shall be paid on receipt of sports kit items in full & good condition and upon submission of 'Inspection and 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 attached as per 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 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.

12.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser in writing about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

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 goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.

- (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax/CST/VAT/CENVAT, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
- (c) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/CST/VAT/CENVAT, Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

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 goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

Without prejudice to any other right or remedy Purchaser may have, if any Goods are not supplied in accordance with, or if the Supplier fails to comply with any of the terms of this Agreement, the Purchaser shall be entitled to avail itself of any one or more remedies at its discretion, whether or not any part of goods have been accepted by the Purchaser.

- (a) To reject the goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier.
- (b) To give the Supplier the opportunity (at the Supplier's expense) either to remedy any defect in the goods or to supply replacement goods and carry out any other necessary work to ensure that the terms of the Agreement are fulfilled.
- (c) To claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of the Agreement.
- (d) To rescind this Agreement in whole or in part.
- (e) To purchase the goods in whole or in part from open market and recover the said amounts from the Supplier as damages.

### **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 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.

### **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 goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC sub-clauses 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 purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non - performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.

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 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.

<sup>72</sup> The items which are complete and ready in terms of the contract for delivery **within twenty 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/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.

**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., Lucknow only.
- 20.4 The Courts of Lucknow 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.

The supplier shall not assign and / or transfer any of its rights and obligations under this Agreement without the written consent of the Purchaser.

**SECTION-VIII**

**Form of Contract Agreement**

**Contract for procurement of**

**Sport kits of Coaches**

**Between**

**Sports Authority of India (SAI)**

**And**

**[Name of Supplier]**

**Dated**

**SECTION VIII**

**(A) CONTRACT AGREEMENT FORM**  
**CONTRACT FOR PROCUREMENT OF SPORTS KIT OF SAI COACHES : 2016-17**

This agreement is made this day .....day of .....  
BY AND BETWEEN the....., 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 ONEPART:

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 supply the items within\_\_\_\_\_days/months and will deliver the same 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 13 (Liquidated Damages) of General (Commercial) conditions of the Contract.

The Performance Security will be en -cashed 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 authorized official)  
For and on behalf of, Sports Authority of India**

Received and accepted this contract

**SECTION – VIII (B)**

**BANK GUARANTEE FORM FOR PERFORMANCE SECURITY**

To

Director  
Sports Authority of India  
Netaji Subhas Regional Centre,  
Sarojini Nagar, Kanpur Road,  
Lucknow, (U.P.)  
Pin-226008.

[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, Netaji Subhas Regional Centre, Sarojini Nagar,  
Kanpur Road, Lucknow, (U.P.) Pin-226008.

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

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

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

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

This Guarantee shall expire no later than the [insert number] day of [insert month] [insert year], and any demand for payment under it must be received by us at this office on or before that date. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

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

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

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

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

(                    )                    (                    )                    (                    )

Signatures of Inspection & Acceptance Committee Members

Counter signed by Head of the Centre with stamp

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

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