



SPORTS AUTHORITY OF INDIA
Head Office, Jawaharlal Nehru Stadium
Lodhi Road, New Delhi, Pin-110003

Telephone: 011 - 24362747

Fax: 011 - 24362747

Website

: www.sportsauthorityofindia.nic.in

Bid Reference NO.

: No.54 (1) SAI/Media/PR/2015-16

Date

: 21.10.2016

Last Date & Time of Submission of Bids

: 10 .11.2016 Upto 3.00 pm

Opening Date & Time of Technical Bids

: 10.11.2016 at 3.30 pm

BIDDING DOCUMENT

FOR

SUPPLY OF MONITORING REPORT FROM PRINT MEDIA & ONLINE WEBSITES

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Tender No.54 (1) SAI/Media/PR/2015-16

dated: 21.10.2016

INVITATION FOR BIDS (IFB)

1. Sports Authority of India (SAI), Head Office, Jawaharlal Nehru Stadium, Lodhi Road, New Delhi on behalf of the Secretary, SAI H.O. invites Bids on two bid system for supply of following items :-

Brief Description of supply		Amount of Bid Security(EMD) (Rs.)	Bidding Documents Cost (Rs.)	Last Date & Time of Submission of Bids	Opening Date & Time of Technical Bid
S. No	Name of items				
1.	Print Media Monitoring Report from Delhi Publications	Rs 5000/-	Rs 500/-	07.11.2016 Upto 3.00 pm	07.11.2016 at 3.30 pm
2.	Print Media Monitoring Report from Mumbai, Bangalore, Chennai, Hyderabad, Kolkata, Guwahati, Bhopal, Lucknow and Ranchi and other major editions				
3.	Online Media Report from some of the main news websites in the country				

Bid documents with detailed terms & conditions are available on website www.sportsauthorityofindia.nic.in. In case the tender document is downloaded, the tender cost to be submitted alongwith EMD through Demand Draft in favour of Secretary, SAI H.O., New Delhi payable at SAI H.O. New Delhi.

-sd-
Secretary, SAI

SECTION - II
INSTRUCTIONS TO BIDDERS (ITB)

A. PREAMBLE

1. Introduction

- 1.1 The tender Inviting authority has issued these Bidding Documents for delivery of sports information related services as mentioned in Section – V – “Schedule of Requirements”, which also indicates, *interalia*, the required delivery schedule, terms and mode 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 this Bidding Document may result in rejection of its 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.

B. BIDDING DOCUMENTS

3. Contents of Bidding Documents

- 3.1 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 – General Conditions of Contract (GCC)
 - Section VII – Contract Forms

4. Amendments to Bidding Documents

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

5. Clarification of Bidding Documents

- 5.1 A Bidder requiring any clarification or elucidation on any issue of the Bidding Documents may take up the same with the SAI in writing. SAI will respond in writing to such request provided the same is received by the SAI not later than **fifteen** days prior to the prescribed original date of submission of Bid.

C. PREPARATION OF BIDS

6. Documents Comprising the Bid

- 6.1 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/Board Resolution in favour of signatory of Bidding Documents.
- iv) Performance Statement as per Form in Section III – B.
- v) Certificate of Incorporation/Registration Certificate of Firm / Company/ Agency.
- vi) National Electronic Fund transfer (NEFT) Form as per Section IV (E) for payment in Indian Rupee, if applicable.
- vii) Complete Bid Document duly signed on all pages and stamped at appropriate places.
- viii) Copy of PAN & Service Tax No.
- ix) Documents mentioned in the qualification criteria as per section III A & B.
- x) Certificate of Chartered Accountant showing annual turnover for the last three financial years i.e 2013-14, 2014-15 & 2015-16.
- xi) Income Tax Return filed for the last three financial years i.e. 2013-14, 2014-15 & 2015-16.

B) Price Bid:

- (i) Price Schedule(s) as per Forms I/II (as the case may be) for services in Section IV (B) may be filled up with all the details including time, content, format etc. of the services offered. 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.
- ii) All pages of the Bid should be page numbered and indexed.
- (ii) The authorized signatory of the Bidder must sign the Bid duly stamped at appropriate places and initial all the remaining pages of the Bid.
- (iv) 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.
- (v) Bid sent by e-mail/fax/telex/cable/electronically shall be ignored.
- (vi) 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

7.1 The Bidder supplying services shall quote only in Indian Rupees.

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.

9. Firm Price

9.1 The prices quoted by the Bidder shall remain firm and fixed during the Contract period and not subject to variation on any account whatsoever.

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

10. Alternative Bids

10.1 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 fulfill the following requirements:

- a) In case the Bidder offers to supply services, , the Bidder shall submit the authorization letter to this effect as per the standard form provided under Section IV in this document.
- b) The Bidder should meet 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 SAI against the risk of the Bidder's unwarranted conduct as amplified under sub-clause 12.7 below. Non submission of bid security will be considered as major deviation and bid will not be considered.
- 12.2 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.
- 12.3 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
- 12.4 The Demand Draft, Fixed Deposit Receipt or Banker's Cheque shall be drawn on any Nationalized Bank in India in favour of the "Secretary, SAI H.O. New Delhi", payable at "New Delhi"
- 12.5 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 13 of ITB is 365 days, the Bid Security shall be valid for 410 days from Technical Bid opening date.**
- 12.6 Unsuccessful Bidders' Bid Security will be returned to them without any interest, 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.
- 12.7 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 SAI. The successful Bidder's Bid Security will be forfeited without prejudice to other rights of SAI 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) from the date of opening of the Bid. 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 SAI 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 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, in case of Partnership Firm/Proprietorship Firm and by a board resolution in case of a Company, which shall also be furnished along with the Bid.
- 14.3 Bidding Document seeks quotation following Two Bid System, in two parts. First part will be known as 'Technical Bid', and the second part 'Price/Financial Bid' as specified in clause 6

of ITB.

D - SUBMISSION OF BIDS

15. Submission of Bids

- 15.1 The Bids duly completed in all respects should be dropped in sealed box placed in the office of Assistant Director (Media), SAI H.O., Jawaharlal Nehru Stadium, New Delhi.
- 15.2 The bidder who wishes 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.
- 15.3 Bid received after due date and time will not be considered under any circumstances.

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 and not considered.

E - BID OPENING

17. Opening of Bids

- 17.1 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.
- 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.
- 17.4 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 services 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 Price 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 services offered etc., as deemed fit by Bid opening official(s) will be read out.

F - SCRUTINY AND EVALUATION OF BIDS

18. Preliminary Scrutiny of Bids

- 18.1 The Tender Inviting Authority 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 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.
- 18.3 If a Bid is not substantially responsive, it will be rejected by SAI.

19. Qualification Criteria

Bids of the Bidders, which do not meet the required Qualification Criteria prescribed in

Section-III(A), will be treated as non - responsive and will not be considered further.

20. Comparison of Bids and Award Criteria.

- 20.1 The Contract may be awarded to the **lowest responsive Bidder** who meets the laid down Qualification Criteria in the Bid documents.
- 22.2 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

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

SAI 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 SAI reserves the right to increase the quantity of services mentioned in the "Schedule of Requirements" without any change in the unit price and other terms & conditions quoted by the Bidder.

23. Notification of Award

- 23.1 Before expiry of the Bid validity period, SAI 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 services, which have been selected by SAI, has been accepted, also briefly indicating therein the essential details like description, quantity of the services, and delivery period, corresponding prices accepted. The successful Bidder must furnish to the SAI the required Performance Security within twenty eight 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.
- 23.2 The Notification of Award shall constitute the conclusion of the Contract, subject to fulfillment of all requisite by the Bidder.

24. Issue of Contract

- 24.1 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.
- 24.2 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 eight days from the date of issue of the Contract.

25. Non-receipt of Performance Security, other requisite documents and Contract by SAI

Failure of the successful Bidder in providing Performance Security, other requisite documents and / or returning Contract copy duly signed in terms of ITB clauses 24 and 25 above shall make the Bidder liable for forfeiture of its Bid Security and, also, for further actions by SAI against it as per the clause 17 of GCC – Termination of default in Section VII and other administrative actions as deemed fit by the SAI.

Successful bidder should also submit all documents sought by SAI in original without fail within seven days of dispatch of notification otherwise SAI may cancel the bid and the Bid security would stand forfeited.

Bidder shall execute necessary instruments and documents required by SAI in relation to the Bidding Documents and shall adhere to all notifications/amendments as may be issued by SAI from time to time. All costs (including taxes, stamp duties and registration charges if any) shall be borne by the Bidder.

26. 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/notification of award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the Contract in question.
- b. Will declare the Bidder ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a Contract by SAI if it at any time determines that the Bidder has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or in executing the Contract.
- c. 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. 54 (1) SAI/Media/PR/2015-16 Dated: 14.10.2016

(a) The Bidder must satisfy the following qualifications criteria :-

Sl. No.	Qualification Criteria	
1	Annual Turn Over of 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. 25.00 Lakhs
2	Proven past performance of Bidder of Satisfactory supply to the government organizations.	The Bidder should have successfully completed at least three contracts of having supplied the news information of value more than Rs. 1.5 Lakhs p.a. in each case (details to be enclosed).

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- III

B - PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last three years)

Name and address of the Bidder

S. No	Order placed by (full address of Purchaser)	Order number and date	Order placed on	Description And quantity of services ordered	Value Of order
1	2	3	4	5	6

(Signature and seal of the Bidder)

Note:

1. The Bidder to furnish copies of Orders in respect of above.

SECTION - IV

(A) BID SUBMISSION FORM

Date_____

To

Sports Authority of India
Head Office, Jawaharlal Nehru Stadium
Lodhi Road, New Delhi-110003

Ref.: Your Bidding Document No. 54 (1) SAI/Media/PR/2015-16 dated 14.10.2016

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 "Monitoring Report from Print Media & Online Websites" 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 2, in Section - VI for due performance of the contract.

We agree to keep our Bid valid for acceptance **for 365 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-VI.

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]

(Seal of the Bidder)

SECTION - IV				
(B) PRICE SCHEDULE (PRICE BID)				
Sl.No	Brief Description of Item	Unit	Price Per Unit (In Figure) (Inclusive of All Taxes)	Price Per Unit (In Words) (Inclusive of All Taxes)
1	2	3	4	5
1	Print Media Monitoring Report from Delhi Publications	Mon-Sat(Daily)		
2	Print Media Monitoring Report from Mumbai, Bangalore, Chennai, Hyderabad, Kolkata, Guwahati, Bhopal, Lucknow and Ranchi etc...	Mon-Sat(Daily)		
3	Online Media Report from some of the main news websites in the country	Mon-Sat(Daily)		

The above prices quoted are valid for one year from the date of acceptance by SAI HO.

Place: _____

Date: _____

Signature of Bidder
Name & Designation
Business Address

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 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 "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 365 days i.e. for 410 days (365 days + 45 days) from the date of entering into contract 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) AUTHORISATION FORM**

To

Sports Authority of India
Head Office, Jawaharlal Nehru Stadium
Lodhi Road, New Delhi-110003

Dear Sirs,

Ref. Your Bidding Reference No _____, dated _____

We, _____ who are proven and reputable agency of _____ (*name and description of the services offered in the Bid*) having office at _____, hereby authorize _____ (*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 services rendered by us.

We further confirm that no supplier or firm or individual other than _____ (*name and address of the above agent*) is authorized 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 services rendered by us.

Yours faithfully,

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

[Name & address of the
manufacturers]

Note : 1. This letter of authorization/board resolution should be on the letter head of the firm/company and should be signed by a person competent and having the power of attorney/authorization to legally bind the firm.

2. Original letter may be enclosed.

SECTION - IV

(E) NEFT MANDATE FORM

From: M/s. _____

Date: _____

To

Sports Authority of India
Head Office, Jawaharlal Nehru Stadium
Lodhi Road, New Delhi-110003

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

Part - I

S.No.	Brief Description of Items (As per Technical Specifications in Section-VI)	Unit (Nos.)
1.	Print Media Monitoring Report from Delhi Publications	Mon-Sat (Before 11 AM)
2.	Print Media Monitoring Report from Mumbai, Bangalore, Chennai, Hyderabad, Kolkata, Guwahati, Bhopal, Lucknow and Ranchi etc...	Mon-Sat (Before 11 AM)
3.	Online Media Report from some of the main news websites in the country	Mon-Sat (Before 1 PM)

Part II: Required Delivery Schedule:

a) For Mode of service delivery:

The required 'Monitoring Report from Print Media & Online websites' to be delivered to the mail ID'S of DG SAI, Secretary SAI, ED (F), ED(T), ED (A), ED (Stadia), SAI Media Cell in all working days (including Saturdays) before the time mentioned in the Tender Notification.

Part-IV: Consignee(s) Details:

Designation of the office with Address	Tel/Fax/e-mail No
Sports Authority of India Head Office, Jawaharlal Nehru Stadium Lodhi Road, New Delhi-110003	011 - 24362747 media.iccsai@gmail.com media-sai@gov.in

PART-3

CONTRACT

SECTION - VI
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 of this document

2 Performance Security:

- 2.1 As security for the due performance, observance and fulfilment of all obligations, terms, conditions, representations, warranties and covenants of the Bidder under the Bidding Documents, the Bidder shall furnish, within twenty eight (28) days from date of the issue of Notification of Award by SAI, the Bidder, shall furnish performance security to SAI for an amount equal to Ten percent (10%) of the total value of the contract, valid up to sixty days beyond warranty period of 01 year from the date of acceptance of the Monitoring report.
- 2.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract 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-VII (B) of this document in favour of Secretary, Sports Authority of India HO, Jawaharlal Nehru Stadium, New Delhi.
- 2.3 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 contract, as amended.
- 2.4 SAI will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations subject to adjustment of all amounts/losses/damages/recoveries/penalties payable to SAI and claims of SAI there from.
- 2.5 SAI shall be entitled to forfeit/invoke or otherwise adjust the Performance Security without notice to the Bidder, if the Bidder fails to perform or commits breach of any of its obligations or the terms and conditions of the Bidding Documents. For the avoidance of doubt, SAI may draw from the Performance Securities any costs, expenses, losses, damages or compensation arising out of any such breach/damage of failure.
- 2.6 Bidder agrees that the decision of SAI in respect of any forfeiture/invoke/adjustment of the Performance Security will be final and binding on the Bidder. SAI shall be entitled without any limitation or interference, to forfeit/invoke/adjust the Performance Security, as set out in this Section. Upon forfeiture/invoke/adjustment of the Performance Security as aforesaid, the Bidder shall replenish the Performance Security to their original amounts within 7 days from the date of such forfeiture/invoke/adjustment. In case of any delay or failure in replenishing the Performance Securities as set forth in the foregoing sentence, SAI reserves its rights to terminate the Bidding Documents without any further notice to the Bidder.

3. Terms of Delivery

Monitoring report shall be delivered by the Bidder in accordance with the terms of delivery specified in the contract for a period of 365 days from the date of entering contract.

4. Terms and Mode of Payment

- 4.1 Payment would be made within 30 days from the date of receipt subject to verification of the bills.
- 4.2 The Bidder shall not claim any interest on payments under the contract.
- 4.3 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 Bidder at rates as notified from time to time.

- 4.4 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to the SAI.
- 4.5 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-III (E).
- 5. Delay in the supplier's performance**
- 5.1 The supplier shall deliver the services under the contract within the time schedule specified by the Purchaser as incorporated in the contract.
- 5.2 If at any time during the period of contract, the supplier has not delivered the Monitoring report in time, the supplier is liable for action.
- 5.3 Time shall be the essence of this Contract.
- 6. Liquidated damages**
Subject to the provision of Force Majeure under GCC clause , if the supplier fails to deliver any or all of the news information or fails to perform the services within the time frame(s) incorporated in the contract, SAI, without prejudice to other rights and remedies available to SAI under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% on delay in supplying of services in each case subject to a maximum of 5% of the contract price depend upon the number of incidents.
- 7. Termination for default**
- 7.1 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.
- 7.2 Unless otherwise instructed by the purchaser, the supplier shall continue to perform the contract to the extent not terminated.
- 8. Termination of Insolvency:**
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.
- 9. Force Majeure:**
- 9.1 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.
- 9.2 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.
- 9.3 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.

9.4 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.

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

10. Termination for convenience

10.1 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.

11. Resolution of disputes

11.1 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.

11.2 If the parties fails to resolve their 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 of commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per Arbitration and Conciliation Act, 1996 of India and amendment of 2016 and any other amendments. In case of a dispute of difference arising between the Purchaser and a Supplier relating to any matter arising out of connected with the contract, such dispute or difference shall be referred to the sole arbitrator to be appointed by the Director General (Sports Authority of India). The award of the arbitrator will be final and binding on the parties to the Contract.

11.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e, New Delhi, India.

11.4 The Courts of New Delhi will have the exclusive jurisdiction to try the disputes

12. 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 SAI

SECTION - VII
(A) - CONTRACT AGREEMENT FOR SUPPLY

SPORTS AUTHORITY OF INDIA
SAI HO, Jawaharlal Nehru Stadium
Lodhi Road, New Delhi-110003

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) Authorization Form
 - (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 services	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:
- (vi) Payment terms:

(Signature, name and address of the purchaser's authorized 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 – VII

(B) BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

Secretary
SAI HO, Jawaharlal Nehru Stadium
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: SAI HO, Jawaharlal Nehru Stadium, 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 **Monitoring report of Print Media & Online Websites** (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 Rs.20000/- [Twenty Thousand Rupees] 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]