

**SPORTS AUTHORITY OF INDIA
JAWAHARLAL NEHRU STADIUM COMPLEX,
GATE NO.10, LODHI ROAD, NEW DELHI-110003
Telephone: +91-11 – 24362652, 24368393**

Website: <http://sportsauthorityofindia.nic.in>&<http://eprocure.gov.in/eprocure/app>
E-mail: es-sai@gov.in

REF. NO. 1(3)/SAI/ES/2020-21/IFB-088

**Open Tender Enquiry/REQUEST FOR TENDER (RFP)
FOR
PROCUREMENT OF SPORTS KITS**

FOR KHELO INDIA YOUTH GAMES 2021, KHELO INDIA UNIVERISTY GAMES
2021 AND FOR SUPPLY TO NCOEs OF SPORTS AUTHOTITY OF INDIA & KHELO
INDIA ACADEMIES

DISCLAIMER

This RFP is being issued by Sports Authority of India for procurement of Sports Kit on such terms and conditions and technical specifications as set out in this RFP document.

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

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

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PART-1-BIDDING PROCEDURE

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E-mail: es-sai@gov.in

SECTION I- Notice Inviting Tender (NIT)

Bid Reference No. (3)/SAI/ES/2020-21/IFB-088

INVITATION FOR ONLINE BIDS (IFB)

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

Sl. No.	Brief Description of Goods	Amount of Bid Security in Rs.
1	Sports Kits as mentioned in Section-V “Schedule of Requirements”	EMD has been replaced with Bid Securing Declaration as per Ministry of Finance, Department of Expenditure O.M. dated 12th November, 2020

* The estimated quantities against each item is as mentioned at Section V.

Bidders are required to mandatorily quote for all items in Section V failing which the bid will be considered Technically Non-Responsive.

All bidders are required to upload along with the technical bid, a duly signed and sealed copy of Bid Securing Declaration as per Section IV (D).

The prospective bidders who have not registered can register with E-procurement system of NIC by paying necessary registration charges.

SCHEDULE OF BIDDING PROCESS WITH KEY DETAILS

Date of publication of RFP on e-procurement portal of CPP	22.04.2021
Start date and time of downloading of document	22.04.2021
Last date and time of Submission of Queries for pre-bid conference	29.04.2021 by 05:00 P.M Email : es-sai@gov.in Subject : Queries for RFP for Sports Kit Solution Provider
Date and time of pre bid conference*	29.04.2021 at 16:30 PM Video Conferencing link: https://us04web.zoom.us/j/74270989815?pwd=dnPOTHgvZHZFZmUzdGwB DJBRktHZz09 Meeting ID: 742 7098 9815 Passcode: 3fC34v
Bid submission start date and time	05.05.2021 10:00 A.M.
Last Date and Time of uploading/submission of Bids	24.05.2021 at 16:00 P.M
Bid Validity Period	180 days
Opening of Techno-Commercial Bid (Bid 1) Date and Time	25.05.2021 at 16:30 P.M
Opening of Price Bid (Bid 2) Date and time	To be informed separately

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

2. Bidder may also download the Bidding Documents from the web site- www.sportauthorityofindia.nic.in& CPP Portal of Govt. of India i.e.

<http://eprocure.gov.in/eprocure/app>. Bidders shall ensure that their Bids, complete in all respect are uploaded online before the closing date and time as indicated in the critical date sheet above on CPP Portal <http://eprocure.gov.in/eprocure/app>.

3. Bids shall be submitted online only at CPPP website: <http://eprocure.gov.in/eprocure/app>. Bidders are advised to follow the instructions provided in the 'Instructions to the Bidder for e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>.
4. Bidder who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> and SAI website www.sportauthorityofindia.nic.in shall not tamper/modify the tender form including downloaded price bid template in any manner. In case, the same is found to be tempered/ modified in any manner, tender will be out-rightly rejected.
5. Intending bidders are advised to visit again CPP Portal website www.eprocure.gov.in and SAI website www.sportauthorityofindia.nic.in before submission of tender for any corrigendum / addendum/ amendment.

Director (ES)

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

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

(a) PREAMBLE

Sports Authority of India (SAI) organizes various competitions under Khelo India Scheme including ‘Khelo India Youth Games’ and ‘Khelo India University Games’. The mentioned requirement of sports kit is proposed for upcoming edition of Khelo India Youth Games, Khelo India University Games and for athletes enrolled in NCOEs..

The event will be telecasted live on top TV channel(s). The intention is to ensure the conduct of the event and ensure supply of Sports kit as per international standards.

SAI requires bidder(s) to ensure Supply and Delivery of Sports Kits to various stakeholders. In regard to Storage and Distribution of Kits, Khelo India Division shall establish a Main Accreditation Centre (“MAC”): a place where the kits and accreditation cards shall be distributed to the workforce (paid staff), volunteers and other constituents groups (Technical officials, Athletes etc.) as required.

The successful Bidder(s) shall be required to supply Sports Kits for the event and deploy manpower to work with Khelo India Division to create and deliver a “Sports Kit Solution”. The Sports Kit Solution is integral to achieving successful games/event and will serve to identify the Workforce (paid staff), Technical Officials and Athletes and promote an image of the games and the host city. The Sports Kit Solution shall incorporate:

- a. Timely supply of Kits
- b. Delivery and distribution of Kits to all stakeholders according to specifications and specified delivery schedule

1. Definitions and Abbreviations

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

ii) Definitions:

- a. “Purchaser” means the organisation purchasing goods and services as incorporated in the Tender Enquiry documents i.e., Sports Authority of India (SAI).
- b. “Tender” means bids/quotations/Tender received from a Firm/ Bidder.
- c. “Bidder” means bidder/the individual/company or firm submitting bids/Quotations/Tender.
- d. “Supplier” means the individuals/company or the firm supplying the goods and services as incorporated in the contract.
- e. “Goods” means the sports kits, instruments, machinery, equipment, medical equipment etc., which the supplier is required to supply to the purchaser under the contract.
- f. “Services” means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- g. “Earnest Money Deposit” (EMD) means Bid Security/monetary or financial guarantee to be furnished by a bidder along with its tender. (Not applicable as per Ministry of Finance, Department of Expenditure O.M. dated 12th November 2020)
- h. “Contract” means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc., therein.
- i. “Performance Security” means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as interest free Security Deposit.
- j. “Consignee” means person to whom the goods are required to be delivered to a person as an interim consignee for the purpose of person is the consignee, also known as ultimate consignee.

- k. "Specification" means the document/standard that prescribes the requirement with which goods or service has to conform.
 - l. "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
 - m. "Day" means calendar day.
 - n. "Warranty" means Life Cycle/ Shelf Cycle of the kits/ Apparels.
- iii) Abbreviation: -
- a. "TE Document" means Tender Enquiry Document
 - b. "NIT" means Notice Inviting Tenders
 - c. "ITB" means Instruction to Bidders/Tenders
 - d. "GCC" means General Conditions of Contract
 - e. "SCC" means Special Conditions of Contract
 - f. "NSIC" means National Small Industries Corporation
 - g. "DP" means Delivery Period
 - h. "BG" means Bank Guarantee
 - i. "GST" means Goods & Services Tax
 - j. "RR" Railway Receipt
 - k. "FOR" means Free on Rail
 - l. "RT" means Re-Tender
 - m. "DDP" means Delivery Duty Paid named place of destination (Consignee site)

2. Introduction

- a) This bid document is for procurement of items as mentioned in **Section –V** "Schedule of Requirements.
- b) This Section (**Section II**) provides relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the Purchaser for receipt and opening of bids as well as scrutiny and evaluation of bids and subsequent placement of contract.
- c) Before formulating the bid and submitting the same to the Purchaser, the bidder should read and examine all the terms and conditions, instructions, specifications etc. contained in the bid document. Failure to provide and/or comply with the required information, instructions etc. incorporated in this bid document, may result in rejection of the bid.

3. Language of Bid

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

4. Eligible Goods and related services

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

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

Class I Local Supplier means a supplier or service provider whose goods, services or

works offered for procurement has local content equal to or more than 50%.

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

5. **Tendering Expenses**

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

6. **Local Conditions**

It is imperative that each bidder fully acquaints himself with all the local conditions and factors, which would have any effect on the performance/completion of the contract in all respect. Bidders would themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time in India and/or country of manufacture and supply. On such matters, the purchaser shall not entertain any request from the bidders.

(b)PRE-BID MEETING

7. **PRE-BID MEETING**

- a) A Pre-Bid virtual conference will be held with the prospective Bidders for the purpose of holding technical & commercial discussions and providing clarifications by the Purchaser. In the Pre-Bid Conference, clarifications pertaining to technical, commercial and other issues regarding the items stipulated in the RFP may be required by the prospective bidders will be provided. The prospective bidders should on their own cost, attend the said conference on the date and venue.
- b) Details of proposed/suggested variations/ deviations/ additions from the Bid specification/conditions, if any, should be clearly indicated while sending queries before Pre-Bid Conference. Any verbal suggestion/ proposal of variations/ deviations/ additions in the RFP document made during the Pre-Bid Conference should also be given in writing to the Purchaser latest by 1800 hours on next working day of the pre bid conference.
- c) The purchaser may clarify on variations/ deviations, alternative proposals, which ensure equal or higher quality/ performance to the Technical Specifications during Pre-Bid Conference. However, the decision of the purchaser in this regard will be final.
- d) After incorporating the amendments acceptable to the Purchaser, the RFP Document shall be frozen as per the details provided in RFP, through issuance of an Addendum (s) which can be downloaded from the e-procurement portal and website of SAI. The Bidder shall submit its Bid along with Bid documents including Addendum if any issued duly signed and stamped.
- e) Non-attendance at the Pre- Bid Conference will not be a cause for disqualification of a Bidder. However, the terms and conditions of the addendum (s) will be legally binding on all bidders irrespective of their attendance at the Pre-Bid Conference.
- f) No further suggestions for deviations/variations/ additions will be entertained after the Pre-Bid Conference.

(c) BIDDING DOCUMENTS**8. Content of Bidding Documents**

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

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

9. Amendment(s) to Bid Documents

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

10. Modifications/withdrawal of bids

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

11. Clarification of Bid Documents

- i) A bidder requiring any clarification or elucidation on any issue in respect of the bid document may take up the same with the Purchaser in writing. The Purchaser will respond in writing to such request provided the same is received (by the Purchaser) not later than 15 (fifteen) days prior to the prescribed original date of submission of bid.
- ii) Any clarification issued by Purchaser in response to query (ies) raised by the prospective bidders shall form an integral part of bid document and it may amount to an amendment of the relevant clause(s) of the bid document.

12. Bid format

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

(d) PREPARATION OF BIDS**13. Documents comprising the bid**

The bid prepared by the Bidder shall comprise the components detailed in Clause 14 & 15 of ITB (Technical and Financial Bid). The Bids not conforming to the requirements as stated in the said clauses shall be summarily rejected. SAI's decision in this regard shall be final, conclusive and binding on all the Bidder(s).

14. Technical Bid:

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

- i) **Bid Security:** Bid Securing declaration as per Section IV (D) and bid submission form as per- form at Section IV (A).
- ii) Authorization Certificate issued by Original Manufacturer in favour of the bidder, if the bidder is not the Manufacturer of the goods to be supplied. (either of the two can participate in the Bidding Process)
- iii) Self-attested ID proof, address proof, Pan Card and a recent passport size coloured photograph of authorized representative.
- iv) Bidder/Agent who quotes for items manufactured by Original Manufacturer, shall furnish scanned copy of Manufacturer's Authorization Form as per **Section IV(E)**.
- v) Certificate of Incorporation/ Registration Certificate of the firm / Company/Agency.
- vi) Registration Certificate of Partnership Company, duly registered copy of partnership deal/MOA of the company.
- vii) Board Resolution/Power of Attorney in favour of person signing the bid.
- viii) Documents mentioned in the qualification criteria as per **Section III (A)**.
- ix) Performance Statement as Performa in Section III-B along with relevant copies of orders and end users' satisfaction certificate/installation reports to establish relevant clauses in qualification criteria as per Section III (A).
- x) National Electronic Fund Transfer (NEFT Form) as per **Section IV- (F)** for payment in Indian Rupee.
- xi) Certificate of Chartered Accountant showing annual turnover for the last three financial years ending 31st March 2020. Copies of Balance Sheet, Profit and Loss Account statement etc.
- xii) Income Tax returns filed for the last three financial years ending 31st March 2020.
- xiii) Goods & Services Tax Registration Certificate.
- xiv) Valid PAN.
- xv) Copy of the Technical Specifications, Make, Model or Catalogue/leaflet of the product proposed to be supplied with complete specifications.
- xvi) Latest lab report conforming to specifications of this particular tender. as per format attached at Section IV (K) from any of the Textile Research Associations lab recognized by ministry of textiles or any lab approved by government for testing parameters as per Technical Specification for all the items in the tender.
- xvii) Detailed specifications along with make and model of the goods which the bidder proposes to supply. In case, the configuration/specifications offered by the bidder are found to be inferior to the configurations/specifications prescribed in the

- nomenclature Section VI, then the tender of such bidders shall be rejected out rightly.
- xviii) An undertaking that the bidder has not been debarred/blacklisted during the last three financial years. Documents and relevant details to establish that the goods and the allied services to be supplied by the bidder conform to be requirement of TE Documents.
 - xix) Bidder shall furnish details of its quality control system and organization certifying that they have the capacity to ensure adequate quality control at all stage of the manufacturing process. If the bidder is not the manufacturer, the said information is to be obtained from the Original Manufacturer.
 - xx) The bidder should not have been debarred/ blacklisted by Central/ State Governments/ PSUs at any point of time. There should not be any criminal proceedings/conviction against the bidder at any point of time any other information considered necessary but not included above.
 - xxi) Scanned copy of Certificate/Undertaking indicating that the rates quoted for supply of said Items/Items by the firm are not higher than the rate of the item supplied by the firm in any other Government Organization/Institutions/PSU etc.
 - xxii) As per 9 (a) of the DPIIT order dated 16.09.2020, the Class I local suppliers are required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for Class I local supplier. They shall also give details of locations at which the local value addition is made.

Local Content shall be computed on the basis of the cost of domestic components in goods as compared to the total cost of the product. Total cost of the product shall constitute the cost of production of goods, covering direct component (material) cost, direct manpower cost, factory overhead cost and shall exclude profit, company overhead cost and taxes for the delivery of goods. Accordingly, % for domestic and value addition will be calculated as under

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

Where in

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

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

- xxiii) Any other document required to establish eligibility/compliance as per condition stipulated in Section III (A)

Note-:

- i) *The bidding companies /firms /agencies are required to attest (self-attestation) the scanned copies of documents, along with the bid, signed on each page with seal, to establish the bidders' eligibility and qualifications failing which their bid shall be summarily rejected and will not be considered. The bidders are responsible for what they attest and claim; if, later on, it is found that whatever has been attested by the bidder is not true/ correct, the company/ firm / agency of the bidder will render itself liable for punitive action including debarment/*

black- listing for purpose of procurement of any item(s), in addition to attracting penal provisions of the agreement.

- ii) The bidders shall execute necessary instrument and documents required by SAI/purchaser in relation to the bidding documents and shall adhere to all notification/amendments as may be issued by the purchaser from time to time. All costs (including taxes, stamp duties and registration charges if any shall be borne by the bidders).*
- iii) The Technical bid shall not include any financial information. Such a bid shall be summarily rejected.*

15. Financial Bid:

This should be uploaded online in the prescribed PDF format as per **BOQ in the CPP Portal**.

- i. Financial proposal should contain the 'Price Schedule' in the XLS format prescribed in. All prices should be in India Rupees.
- ii. All the bidders are required to quote prices on DDP (Delivered Duty Paid) to destination at consignee's site. They shall furnish breakup of the prices as per price schedule given in RFP bids not containing the breakup of prices all liable to be rejected.
- iii. The price for the goods / equipment shall include a complete breakup showing the basic price, excise duty, other levies, GST, packing charges, forwarding charges, freight and insurance charges and other charges if any shall also be given. Bids not containing the breakup of prices all liable to be rejected. Government levies, duty, taxes on the complete goods/equipment as applicable on the date of opening of price bid will be considered for evaluation. In case there is variation in the statutory duties/taxes during the currency of the contract, the same will be payable at actual as applicable on the date of invoicing of goods/ equipment provided the goods/equipment are delivered as per contracted delivery schedule.
- iv. The bidders should quote their lowest possible prices.
- v. The price quoted for the goods/equipment shall be firm and not subject to any upward variation except for the variation in statutory levies and duties separately quoted by the bidder in its bids.
- vi. 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.
- vii. The authorized signatory of the bidder must sign the bid, duly stamped at appropriate places with initial on all the remaining pages of the bid. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- viii. No condition shall be attached to the Financial Bid. Conditional bids shall be summarily rejected.
- ix. The bid of a bidder, who does not fulfil any of the above requirements and /or gives evasive information /reply against any such requirement, shall be liable to be ignored and rejected.

Note: Bidders are required to upload the "Technical Bid" and 'Financial

16. Bid currency

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

17. Bid Price

- (i) The Bidder shall indicate on the Price Schedule provided under Section IV (C) all the specified components of prices shown therein. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a Bidder, same should be clarified as “NA” (means Not Applicable) by the Bidder.
- (ii) The quoted prices for goods offered for domestic goods shall be quoted in the Price Schedule given under BOQ.
- (iii) Duties and Taxes:
 - a) The bidders are required to indicate the duties and taxes payable by them in their Price Schedule. For the supplies made as per the original delivery schedule the statutory levies as applicable on the date of supply shall be paid/ reimbursed to the Bidder/contractor at actual.
 - b) For the supplies made beyond the original delivery schedule, the reimbursement of statutory levies shall be governed by the provisions of the contract. In no case, the Bidder/contractor shall be entitled to any increase in duties and levies imposed after expiry of original delivery period.
 - c) However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the Purchaser to enable the Purchaser to reimburse the supplier and take other necessary action in the matter. However, none of charges mentioned above shall be reimbursed if delivery is beyond the time schedule.
- (iv) Customs Duty: Not payable/Non-reimbursable by SAI.
- (v) The need for indication of all such price components by the Bidders, as required in this clause is for the purpose of comparison of the Bids by the Purchaser and will no way restrict the purchaser's right to award the contract on the selected Bidder on any of the terms offered.

18. Firm Price

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

19. Alternative Bids are not allowed.

20. Documents establishing bidder's eligibility and qualifications

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

21. Documents establishing good's Conformity to TE Documents.

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

22. Bid Security/Earnest Money Deposit (EMD)

Bid Security/Earnest Money Deposit (EMD) has been replaced with Bid Securing Declaration as per Ministry of Finance, Department of Expenditure O.M. dated 12th November 2020. However, all bidders are required to upload along with the technical bid, a duly signed and sealed copy of Bid Securing declaration as per Section IV (D).

23. Bid Validity

- (i) The bid shall remain valid for acceptance for a period of **180 days** after the date of bid opening, prescribed in the bid document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.
- (ii) In exceptional circumstances, Purchaser may request the bidders' consent to extend the validity of their bids up to a specified period. The bidders agree to unconditionally extend the bid validity period. However, they will not be permitted to modify their original bids during the extended bid validity period.
- (iii) In case, the day up to which the bids are to remain valid falls on a holiday or on a day declared as holiday or closed day for the Purchaser, the bid validity shall automatically be extended up to the next working day.

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

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

25. Signing of bids

- (i) The bidders shall submit their bids as per the instruction contained in ITB.

- (ii) The tender shall either by typed or written in legible/ indelible ink and the same shall be signed by the bidder or by a person (s) who has been duly authorized to bind the bidder to the contract. The letter of authorization shall be by a written power of attorney/board resolution, which shall also be furnished along with the bid.
- (iii) The tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, of any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.

(e) SUBMISSION OF BIDS

26. Submission of bids

- i) Bids should be submitted online as per the instructions given for online submission under Section II (B).
- ii) Bids must be received by the Purchaser not later than the date and time prescribed in the bid document.
- iii) Purchaser, at his discretion, may extend the deadline for submission of bids by amending the bid document in accordance with clause 9 of **ITB**. In that case, all rights and obligations of the Purchaser and the bidders would automatically stand extended.
- iv) Submission of more than one bid by the same bidder shall entail him for disqualification from participating in the bid process.

(f) BID OPENING

27. Opening of bids

- i) The Purchaser will open the bids at the specified date, time and place as indicated in the IFB in **Section-I. Bid opening may be either virtual or physical**. If due to administrative reasons the venue / date/ time of bid opening are changed, it will be uploaded on CPP Portal and on the SAI's website.
- ii) In case the specified date of bid opening falls on a holiday or is subsequently declared a holiday or closed day for the Purchaser, the bids will be opened at the appointed time and place on the next working day.
- iii) Authorized representatives of the bidders, who have submitted bids on time may attend the bid opening provided they bring with them letters of authority from the corresponding bidders. Letter of authority for attending the bid opening meeting should be in the format placed at **Section IV (G)**.
- iv) Two – bid system as mentioned in Para 13 above will be as follows: -

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

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

(g) SCRUTINY AND EVALUATION OF BIDS

28. Basic Principle

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

29. Scrutiny of Bids

- i) The Purchaser will examine the Bids to determine whether they are complete, whether the documents have been properly signed, stamped and whether the Bids are generally in order.
- ii) Purchaser will determine the responsiveness of each Tender to the TE Document without recourse to extrinsic evidence.
- iii) Prior to the evaluation of Price Bids, the Purchaser will determine the substantial responsiveness of each Bid to the Bidding Document. For purposes of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents including Technical Specifications without material deviations. However, the Purchaser may waive minor deviation and /or minor irregularity and/or minor nonconformity in the Bid,
- iv) If a Bid is not substantially responsive, it will be rejected by the Purchaser.
- v) The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;
 - a) Non-Submission of Latest lab report as per Clause ITB 14(xv) along with the bid. Reports generated after bid submission date will not be considered for evaluation.
 - b) Documents in Compliance to Qualification Criteria not enclosed.
 - c) Tender is unsigned.
 - d) Tender validity is shorter than the required period.
 - e) Bidder has quoted for goods manufactured by other manufacturer(s). without the required Manufacturer's Authorization letter.
 - f) Bidder has not agreed to give the required performance security.
 - g) Goods offered are not meeting the tender enquiry specification. In case, the configuration/specifications offered by the bidder are found to be inferior to the configurations/specifications prescribed in the nomenclature Section VI, then the tender of such bidders shall be rejected out rightly.
 - h) Bidder has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law etc.
 - i) Poor/ unsatisfactory past performance.
 - j) Bidder has not quoted for the entire quantity and all items as specified in the List of Requirements in the quoted schedule.

- k) Bidder has not complied with the requirement of Clauses of ITB.
- l) Any deviation and/or breach of conditions as specified in the Tender Document.
- m) Bid by Foreign Companies. (Only Indian companies are allowed to BID) or Non-Submission of required declaration regarding Class I Local Supplier and Declaration as per New GFR Clause, 144 (ix).

30. Minor infirmity/irregularity/Non-conformity

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

31. Discrepancies in Prices

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

32. Qualification Criteria

Bids of the Bidders, who do not meet the required Qualification Criteria prescribed in Clause 14 of Section II A read with Section III (A), will be treated as non - responsive and will not be considered further.

33. Comparison of Bids and Award Criteria.

- i) The comparison of the techno commercially responsive Bids for ranking purpose shall be carried out on Free Delivery at Consignee Site basis inclusive of applicable taxes, duties, incidental services.
- ii) The Contract shall be awarded to the responsive Bidder(s) who is overall lowest after considering the price quoted for all the items in the tender(with quantity for each item as per estimated drawal mentioned in PART- 2 - Supply Requirements)and who meets the laid down Qualification Criteria in the Bid documents.

- iii) Wherever, the price of L-1 is not acceptable to the purchaser, SAI reserves the right to arrive at a reasonable lowest price. In case the bids received from responsive bidders are higher than that of reasonable lowest price arrived at by SAI, SAI reserves the right to negotiate with the L1 bidder.
- iv) The Purchaser reserves the right to give the price preference/ purchase preference as per the instruction in vogue while evaluating, comparing and ranking the responsive Bids. The Bidders claiming the same should enclose the concerned Notification of Govt. of India along with other relevant documents so as to establish their claim for such preferences.
- v) The successful bidder is required to submit samples for all items at No cost basis before issue of contract within 10 days from the receipt of Letter of Intent (as per SECTION VIII (D)). The samples will be sent for checking/testing in the duly approved Government labs chosen solely by the Purchaser. If the samples are not found to be in order as per the specifications as enumerated under the contract, the purchaser reserves the right to disqualify the bidder and move ahead with the procurement process.

34. Contacting the Purchaser

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

(h) AWARD OF CONTRACT

35. The Purchaser's Right to accept any tender and to reject any or all tenders

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

36. Notification of Award

- i) Before expiry of the Bid validity period, the purchaser will notify the successful Bidder(s) in writing, by Speed Post/E-mail that its Bid for goods, which have been selected by the purchaser, has been accepted for award of contract.
- ii) Before expiry of the validity of contract, the Purchaser will notify the successful bidder in writing, by E-mail / speed post that its bid for items, which have been selected by the Purchaser, has been accepted; also briefly indicating there-in, that the essential details like description, quantity of the items, and delivery period, and prices have been accepted. The successful bidder must furnish to the Purchaser the required Performance Security within 15 (fifteen)days from the date of dispatch of this notification, failing which the award will be cancelled and the Bidder shall be liable for actions and consequences as determined by the purchaser. Relevant details about the Performance Security have been provided under GCC Clause 6 under **Section VII**.

- iii) The Letter of Award (LoA) will state the sum that the Purchaser will pay to the successful bidder in consideration of the items to be supplied by the Bidder. The details of award of work and name of the successful bidder shall be mentioned on the CPPP and in the notice board/bulletin/website of SAI.

37. Issue of Contract

- i) Promptly after notification of award, the Purchaser will mail the Contract Agreement as per **Section VIII (A)**, duly completed and signed, in duplicate, to the successful bidder by E-mail / speed post.
- ii) The successful bidder shall return the original copy of the contract, duly signed and dated, to the Purchaser by registered/speed post within 15 (fifteen) days from the date of issue of the contract along with the Performance Security. Failure to comply with the provisions of this clause, will entitle the Purchaser to initiate actions in terms of policies of the Purchaser.

38. Annulment of Award

Failure of the successful bidder to comply with the requirement of signing an agreement with the Purchaser and furnishing Performance Security as per clause 6 of **Section VII** shall constitute sufficient ground for annulment of the award besides other remedies as may be available to the purchaser in terms of law and prevailing policies of the Purchaser..

39. Termination of Contract

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

40. Disqualification.

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

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

Failure of the successful Bidder in providing Performance Security and / or returning contract copy duly signed in terms of ITB shall make the Bidder liable for disqualification and further actions by the Purchaser against it as per the clause 18 of GCC – Termination of default in Section-VII and other administrative actions as deemed fit by the purchaser.

42. Corrupt or fraudulent practices

- (i) It is required by all concerned namely the Consignee/Bidder/Supplier to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -
 - a) Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
 - b) Will declare the Bidder ineligible or debar for a stated period of time, to be awarded a contract by the Purchaser if it at any time determines that the Bidder

has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or in executing the contract

- c) The Purchaser reserves the right not to conclude the contract and in case contract has been issued, terminate the same, if found to be obtained by any misrepresentation, concealment and suppression of material facts by the bidder. In addition, Performance Security () deposited by the bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment and suppression of material facts shall be initiated.

43. Conflict of Interest among bidders/agents

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

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

SECTION II(B)-INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

A. REGISTRATION

- (i) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in//eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
- (ii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iii) Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- (iv) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/TCS/nCode/ eMudhra etc.), with their profile.
- (v) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- (vi) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

B. SEARCHING FOR TENDER DOCUMENTS

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

C. PREPARATION OF BIDS

- (i) Bidder should take into account corrigendum published on the tender document before submitting their bids.
- (ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- (iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.)

has been provided the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

D. SUBMISSION OF BIDS

- (i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (ii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (iii) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- (iv) Bidder should prepare the EMD as per the instruction specified in the tender document. The original should be posted/couriered/given in person to the concerned official latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (v) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- (vi) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers’ public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (vii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (viii) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.
- (ix) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

E. ASSISTANCE TO BIDDERS

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender.
- (ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The Contract number for the helpdesk is 1800 3072 2232. Foreign bidder can get help at +91-7878007972, +91-7878007973.

SECTION III (A)-QUALIFICATION CRITERIA**a. The Bidder must be a Manufacturer or its authorized distributors/agent and should be Class I Local Supplier with a minimum local content of 85%.**

- Self Declaration regarding local content should be submitted along with the bid.

Distributors/Agent who quotes for items manufactured by Original Manufacturer, should furnish scanned copy of Manufacturer's Authorization Form as per **Section IV(E)**.

b. The bidder must satisfy the following eligibility criteria

Sl. No.	Criteria	Documentary Evidence Required
1.	The bidder must be a company/firm/sole proprietor registered in India from last 3 (three) years as on the bid submission date.	Enclose copy of certificate of incorporation/registration issued by relevant authority in India.
2.	Bidder must have minimum average annual turnover of 0.20 Crores in the last 3 audited Financial Years ending March 2020.	Statutory Auditors certificate and Balance Sheet & Profit and Loss Account for the last three financial years. Statutory Auditor's Certificate is mandatory. Providing Balance Sheet or Financial Statements is not sufficient for this requirement. In case the requisite reports are not finalized for FY 2019-20, provisional statements verified by CA will be acceptable.
3.	The bidder must have completed satisfactorily supply of sports kits, to any Govt./ PSU/ Autonomous Body/ Local Body/ any reputed Organization, of not less than 0.16 Crores during the last five years.	The requisite supply order (s) along with satisfactory completion certificates/ payment proofs issued by relevant authority shall be submitted.
4.	Bidder should not have been declared blacklisted/debarred by any Central/ State Government sector/ Public Sector Units/ Autonomous bodies/ Public Sector Banks/ Statutory bodies due to corrupt, fraudulent or any other unethical business practices as on date of bid submission. Even if the matter against the blacklisting/ debarment is under litigation and outcome of the litigation is not final, such bidder shall not be eligible.	Enclose declaration in the format given in Section IV (J)
5.	The net worth of the Bidder firm should not be negative on March 2020 and should have not eroded by more than 30% (thirty percent) in the last three years, ending on March 2020.	<ul style="list-style-type: none"> • Statutory Auditors certificate certifying positive net worth and certificate that net worth of the Bidder firm should have not eroded by more than 30% (thirty percent) in the last three years, ending on March 2020. • Balance Sheet and Profit and Loss Account for the last three financial years
6.	The manufacturer should be manufacturing similar Sports Kits at least for the last 3 years	Relevant Documents to be enclosed.
7.	In case the bidder is not manufacturer, then the bidder should be an authorized agent / distributor of the manufacturer and should have been associated, as authorized representative of the same or other Principal Manufacturer for supplying similar Sports Kits for past three (03) years.	The requisite supply order (s) along with satisfactory completion certificates/ payment proofs issued by relevant authority shall be submitted.

c. Evaluation of Compliance to technical Parameters

- Bidders are required to submit compliance to all technical Specifications of the tender
- Latest lab report conforming to specifications of this particular tender, as per format attached at Section IV (K) from any of the Textile Research Associations lab recognized by ministry of textiles or any lab approved by government for testing parameters as per Technical Specification for all the items in the tender.

Note for Bidders:

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

SECTION III (B) -PROFORMA FOR PERFORMANCE STATEMENT
(For the period of last three years)

Bid Reference No. : _____
 Date of opening : _____
 Name and address of the bidder : _____
 Name and address of the manufacturer : _____

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

(Signature and seal of the bidder)

Note:

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

SECTION IV(A) -BID SUBMISSION FORM

Date _____

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

Ref.: Your Bidding Document No. dated _____

Sir/Madam,

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

1. We further confirm that, if our Bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 06 of Section-VII for due performance of the Contract.
2. We agree to keep our Bid valid for acceptance for 180 or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period.
3. We further confirm that, upon conclusion of formal Contract on us, the supply orders placed on us by the designated Purchaser against the Contract shall constitute a binding contract between us and the Purchaser.
4. We fully agree to the right of SAI to disqualify/ levy penalty and/or take any legal/administrative action as may be deemed fit by the Purchaser. The decision of Purchaser/Khelo India shall be final in this regard.
5. We confirm that the rates offered by the Original Manufacturer or its authorized agent are same in respect of the items stipulated in the contract document.
6. We undertake that we have not supplied the required items at a price lower than the price quoted for these items by us.
7. We fully agree to abide by all terms and conditions of General Conditions of Contract/Special Condition of Contract as per Section-VII.
8. We further understand that you are not bound to accept the lowest or any Bid you may receive against your above-referred Bid Reference.
9. We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.
10. We confirm that we fully agree to the terms and conditions specified in above mentioned Bidding Document, including amendment/ corrigendum if any

[Signature with date, name and designation]

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

[Name & address of the manufacturers]

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

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

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

IN WITNESS WHEREOF WE, _____THE ABOVE NAMED PRINCIPALS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ___DAY OF 20**

For_____

(Signature)

(Name, Title, and Address) Witnesses:

- 1.
- 2.

Accepted (Notarized)
(Signature)

(Name, Title and Address of the Attorney)

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

Bid reference No.-----

The bidders are requested to keep in mind the following benefits offered by SAI while quoting the price:

1. The successful bidder will be permitted to display their brand logo on all the apparels. The placement of brand logo shall be decided by SAI and shall be restricted to one logo per garment (for example, one track suit comprises of two garments, i.e. Upper and Lower, whereas one T-Shirt is considered as one garment). Maximum size of the logo shall be limited to 20 Sq. (preferably 5 cm X 4 cm).
2. The successful bidder may come out with their own promotional campaigns, advertisement etc. for the event with prior written approval of SAI.
 - Please quote total cost in figures and words (inclusive of all applicable levies, Taxes, Duties, Transportation, Packing and all other incidentals.
 - All levies and taxes like Packing, Forwarding, Freight, Insurance charges, GST etc. are assumed to be mandatorily included in the total cost.
 - Any alteration/cutting/over-writing in the rates should be attested by the authority signing the bid. Bids received with alteration/ cutting/over-writings without attestation will not be considered.
 - If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
 - If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected.
 - If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
 - If, as per the judgment of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by registered/speed post. If the bidder does not agree to the observation of the purchaser, the tender is liable to be ignored.
 - If individual price of all the items is not given item wise, then the tender will not be considered and liable to be rejected.
 - As the basis of bidding is unit rate, it will be assumed that in absence of any other information, rate quoted is for per unit.
 - Ranking of Bidders would be on the basis of Grand total cost. In case 02 or more bidders quote the same rate, the successful bidder will be the one whose average turnover is the highest during the last three years.
 - In case bidder is not the Original Manufacturer, he has to undertake that the rates being quoted are not higher than the rate of Original Manufacturer, and that undertaking need to be authenticated by the Original Manufacturer.

SECTION IV(D) -BID SECURING DECLARATION FORM

Date: _____

Tender No. _____

To

Secretary
Sports Authority of India
HO J.N. Stadium,
New Delhi 110003.

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions as below:

- a) withdraws/modifies/amends the submitted bid against this tender, impairs or derogates from the tender, during the period of bid validity specified in this tender.; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
 - (i) fail or refuse to execute the contract, or
 - (ii) fail or refuse to furnish the Performance Security, in accordance with the terms of this tender document.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder or upon

- (i) the receipt of your notification of the name of the successful Bidder and submission of required Performance Security, in accordance with the terms of this tender document; or
- (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of: (insert legal capacity of person signing the Bid Securing Declaration)

Dated on _____ day of (insert date of signing)

Corporate Seal (where appropriate)

SECTION IV(E) -MANUFACTURER'S AUTHORISATION FORM

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

Dear Sir/Madam,

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

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

Yours faithfully,

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

[Name & address of the manufacturers]

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

SECTION IV(F) - NEFT MANDATE FORM

From: M/s.

Date:

To

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 MANDATAE FORM

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

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

[Name & address of the manufacturers]

Confirmed by Bank
 Enclosed a copy of Crossed Cheque

SECTIONIV(G) - LETTER OF AUTHORISATION FOR ATTENDING BID OPENING MEETING

Tender No. -----

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

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

Order of Preference	Name	Specimen Signature
1.		
2.		

Alternate Representative

Signatures of bidder

Or

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

Note:

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

SECTION IV(H)- DISCLOSURE OF CONFLICT OF INTEREST

It is hereby disclosed that I/ we do not have any conflict of interest with others bidders in terms of conditions stipulated in clause No. 46 of Section II- A of Tender Document. If this disclosure is found wrong later on, we are liable for action as per terms of the agreement.

(Authorized Signatory)
Stamp

SECTION IV(I) - DISCLOSURE OF CODE OF INTEGRITY

It is hereby disclosed that I/we _____ shall not act in contravention of the codes as under:-

1. Prohibition of:-

- a) Making offer either directly or indirectly in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- b) Any omission, or misrepresentation that may mislead or attempt to mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- c) Any collusion, bid rigging or anti-competitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
- d) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- e) Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.
- f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- g) Obstruction of any investigation or auditing of a procurement process.
- h) Making false declaration or providing false information for participation in a tender process or to secure a contract.

2. It is also disclosed that no previous transgressions have been made in respect of the provisions of Sub Clause (i) of Rule 175 of GFR with any entity in any country during the last three year or of being debarred by any other procuring entity.

(Authorized Signatory)
Stamp

SECTION IV(J) -UNDERTAKING

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

Date:

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

NOTE: To be submitted on non-judicial stamp paper of Rs. 10/- duly certified by Public Notary

SECTION IV (K) –FORMAT FOR LAB REPORT

All parameters of all items in the tender (item wise) in Tender should be submitted with Compliance in the below format from Government or Government approved labs.

Tender No.:

Name of the Firm:

1	Nomenclature of the item	//Name of the item with Sl. No. in Tender//		
Tender Specification			Compliance to Tender Specification (Y/N)	Remarks/ Deviation if any
2	<i>Technical Specification of particular item as mentioned in Section V</i>	<i>Technical Specification of particular item as mentioned in Section V</i>		
3				
4				
5				
6				
.				
.				
.				
n				

I/We hereby Certify the *Compliance/Non Compliance* of the apparel submitted by M/s. _____ to the Tender Specifications as Mentioned above. We understand this certificate is to be submitted by the firm as part of Technical Evaluation of the above-mentioned tender. This is as per test results conducted on Samples submitted to us on _____ and tested on _____.

Date:
Authority)

(Seal &Signature of the Testing

NOTE: To be submitted for all items in the tender as per final tender specifications.

PART-2- SUPPLY REQUIREMENTS

SECTION – V- SCHEDULE OF REQUIREMENTS

- Khelo India Division of SAI/ Purchaser(s) who are utilizing the contract shall be coordinating with the successful bidder for the purpose of this RFP.
- All the line items and numbers mentioned in this Annexure are indicative and shall be considered for determining L1. SAI reserves the right to withdraw line items as per requirements.
- The Bidder understands and acknowledges the below mentioned quantity is an estimate and the actual purchase order may vary as per the no. of participants in the events
- The sizes and cutting ratios for each of the line items shall be indicated in the Purchase Order.
- Delivery requirement are as detailed in Clause 10 of GCC.
- The successful Bidder is required to provide the following product items. The detailed estimated drawal quantity is as follows:

S. No.	Sports Discipline	Total Estimated Qty
	Sports Specific Kit	
1	Wushu	309
2	Taekwondo	437

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

SECTION – VI- TECHNICAL SPECIFICATIONS

- The Bidder shall ensure High quality Sublimation Printing is for production of kits.
- Sublimation Printing shall be carried out for Khelo India Logo on kits ensuring no image resolution loss.
- All the supplies shall be accompanied with the Manufacturer’s certificate that the material conforms to the specifications.

1. Wushu

WUSHU		
Sl.No.	Name of the items	Technical Specification
1	Wushu Sanda Uniform	Sanda Uniform (Upper & Lower) - for Male Upper - Arm less & round neck Lower - Short Colour - Red, Blue & Black. For boys sleeveless with narrow cut on shoulder. For girls sleeveless with broad Cut on shoulder. Sanda Uniform (Upper & Lower) - for Female Upper - Arm less & V sep neck Lower – Short <ul style="list-style-type: none"> • For boys use only shorts. • For girls use skirts / shorts Colour - Red, Blue & Black Specification - S,M,L & XL (for both) Material : Spandex/Dacron Mechanical elastic woven fabrics natural Dacron and spandex micro-elastic fabric With Moisture wicking, breathable and comfortable.

2. Taekwondo

1	Nomenclature of the item	Taekwondo
2	Weight with tolerance	Weight 200-250 GSM
3	Capacity with tolerance	10000 pcs per month (+/- 10%)
4	Design	Single Uniform Piece with Belt (WHITE)
5	Technical Specification	90% Polyester & 10% Cotton
	fiber Specification (Composition)	Poly Cotton Drill (Woven)
	Dimensional change %	Length +/-5%, Width +/-5%
	PH value	NA
6	(Applicable for coloured goods only)	White Colour
	Colour fastness to light	NA
	colour fastness to washing	NA
	Colour fastness to perspiration	NA
7	Visual Inspection	Within Accepted Quantity Limits
8	Packing Specification (clearly Indicating whether wooden card board, etc)	Packed in individual Polybag in a corrugated Boxes

a. **SIZE, CUTTING RATIO AND DESIGN SPECIFICATIONS**

- (i) The Size and Cutting Ratios shall be notified in the Work Order/ Purchase Order.
- (ii) The supplier is required to supply all kit items taking into consideration the following:
 - A quality control process must be implemented
 - Bidder should have ability to offer sufficient supply and ordering flexibility to

cover the unpredictable size distribution.

- A Bidder should have ability to supply short runs to meet additional kits requirements at extremely short notice, to cater for increases in workforce numbers or changes in size demographics.
- Bidder should have ability and appropriate contingency plans to deliver the kit within the proposed time frames.
- A risk management strategy that can provide alternative manufacturing sites if required.
- Ability to contract to have enough fabric and supply capacity to supply small and unplanned runs.
- A strong Khelo India brand and image.
- A diverse range of sizes, shapes and preference of all stakeholders.
- Tight budget constraints
- Large volumes and short time frames (particularly in regard to distribution).
- All numbers include a contingency for size distribution fluctuations, loss damage and replacement.
- Final numbers by 'line items' shall be confirmed at the time of placing orders.
- Kits need to cater to wet weather conditions.
- The ability to assist Khelo India Division/ Purchaser, with the supply of requirements that are currently not envisaged or scoped on terms and conditions to be agreed in good faith.

(iii) Design and Look:

- The design of the kits shall be prescribed at the time of signing of contracts.
- The size and gender wise distribution will be informed after/along with order placement.
- Official Logo Placement - The Official Khelo India logo shall be printed on the Sports Kit in true-colour embroidery/ Dye to Match (DTM) embroidery/ or any other suitable medium as per the directions given.
- The Design Specifications for every State shall be based on a colour palette where different colour will be assigned to a different State and such shall be intimated to the Bidder while giving the Purchase Order.

b. Khelo India Division has the following requirements for acceptance within Compliance Schedule with the supplier assigned for supply during events:

- Khelo India Division requires weekly reporting information in regard to production volumes/ progress (report content to be agreed as part of appointment process.)
- Cartons to be palletized for delivery into Khelo India Division specified warehouse, with specified pallet dimension and enclosed in non-transparent shrink wrap plastic. A detailed packaging plan would be provided later.
- The delivery window to Khelo India Division is the period as mentioned above. However, replacements/ just-in-time delivery may be required later as well. Reasonable variations to delivery schedule would be provided based on availability of information.
- Respondents should provide details in respect to their ability to provide multiple deliveries on a Just in time basis, should this be a requirement.

c. SUPPLIER INTERNAL PROJECT MANAGEMENT

The supplier shall establish an internal project management team which will consist of minimum 2(two)supervisors (at no extra cost to SAI) who will liaise with the Khelo India Division/purchaser, to ensure delivery of the Kits to various stakeholders meeting the time, quality and cost targets. Khelo India Division would also implement a quality monitoring and control process, which would be communicated to the Successful Bidder at the time of signing of contract. Any item not found to be satisfactory as per this process shall be immediately replaced by the supplier.

d. STORAGE AND DISTRIBUTION (MAIN ACCREDITATION CENTRE)

As stated previously, Khelo India Division while conducting the events will have a Storage and Distribution facility suitable for use as a Main Accreditation Centre (MAC) where Kits and Accreditation Cards will be stored and distributed to the workforce and other constituents groups, as required. The site will also be the location of on-site pick and pack, kits fittings, etc.

The primary purpose of the MAC is to fit and distribute kits and accreditation n cards to all stakeholders participating in the Games. This venue will be one of the few Games venues to operate prior to the Games and will be the first venue to be visited by the Technical Officials. It will be important to ensure that the venue promotes the excitement and energy that typifies major international multi-sport events.

Stakeholders will be accredited and uniformed at this facility. The supplier shall make changes in delivery schedules based on real time operational needs. The scope of work of successful bidder as per this RFP also includes management of distribution of Sports Kits to various stakeholders. Therefore, the supplier shall deploy adequate manpower at MAC as approved by Khelo India Division, to ensure as well as record that the kits are distributed to all stakeholders in most efficient way.

PART-3- CONTRACT

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

1. Application

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

2. Use of contract documents and information

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

3. Intellectual Property Rights/Patent Rights

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

4. Term of Contract

This contract shall commence on the date of Letter of Acceptance of Bid and shall continue for a term of 1 (one) year subject to termination in accordance to the provisions of this agreement or

otherwise in accordance with law or equity. The orders against this contract will be placed by Khelo India Division of SAI/ SAI NCOEs/ Khelo India Academies as per their requirement during the contract period.

The contract shall be valid initially for a period of One year, extendable for another one year at the discretion of the purchaser at the same finalised price. Any extension shall be by way of fresh agreement between the parties.

5. Technical Specifications and standards

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

6. Performance Guarantee

- a) As guarantee for the due performance, observance and fulfilment of all obligations, terms, conditions, representations, warranties and covenants of the Supplier under the Bidding Documents within 15 (fifteen) days from the date of the issue of notification of award by the purchaser, the Supplier shall furnish Performance guarantee to the Purchaser for an amount equivalent to three per cent –(03%) of the total value of the contract prior signing of this contract.
- b) Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty period from the date of acceptance of the items by the consignee(s).
- c) Supplier may furnish performance guarantee in the form of an 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), safeguarding the Purchaser's interest in all respects.
Account Details : Secretary SAI
Andhra Bank Account No: 108510100032325
IFSC No. ANDB0001085
- d) In the event of any amendment issued to the contract regarding extension of delivery period, the supplier shall, within 15 (fifteen) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the amended contract.
- e) The Purchaser will release the Performance Security without any interest to the supplier on successful completion of the supplier's all contractual obligations including the warranty obligations subject to adjustment of all amounts/losses/damages/recoveries/costs/penalties payable to the Purchaser and claims of Purchaser , there from.
- f) The Performance Security shall be denominated in Indian Rupees in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in **Section-VIII(B)** of this document in favour of the Purchaser.
- g) Performance Security shall be forfeited and credited to the accounts of SAI, in the event of a breach of any terms and conditions of contract by the supplier, in terms of the relevant contract without prejudice to its other rights and remedies under any contract, law or equity (including without limitation Purchaser's right to terminate the Agreement for breach),
- h) Supplier agrees that the decision of Purchaser in respect of any forfeiture/invocation/adjustment of the Performance Security will be final and binding on the Supplier. Purchaser shall be entitled, without any limitation or interference, to forfeit/invoke/adjust the Performance Security, as set out in this Section. Upon

forfeiture/invocation/adjustment of the Performance Security as aforesaid, the Supplier shall replenish the Performance Security to their original amounts within 7 days from the date of such forfeiture/invocation/ adjustment. In case of any delay or failure in replenishing the Performance Securities as set forth in the foregoing sentence, Purchaser reserves its rights to terminate the Bidding Documents without any further notice to the Supplier.

7. Submission of Material before order placement

The successful bidder(s) are required to submit samples for all items at No cost basis before issue of contract within 10 days from the receipt of Letter of Intent (as per SECTION VIII (D)). The samples will be sent for checking/testing in the duly approved Government labs chosen solely by the Purchaser. If the samples are not found to be in order as per the specifications as enumerated under the contract, the purchaser reserves the right to disqualify the bidder and move ahead with the procurement process.

If the sample fails the test, the cost of the test will have to be borne by the supplier, otherwise the cost will be borne by the purchaser.

However, the work order for bulk supply does not guarantee the approval of quality/specifications of the samples. Thus, the bidder has to undertake responsibility of delivering products of the specifications prescribed in the tender document, irrespective of outcome of technical evaluation of the advance material submitted.

8. Packing and Marking

- a) The packing for the items to be provided by the Supplier should be strong and durable enough to withstand transit hazards, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. The Supplier shall get the items duly insured against any risk. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the items and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract. The rates quoted by the Supplier are inclusive of all applicable taxes, and inclusive of all charges for packing, shipping, carriage, insurance and delivery of the goods to the sites and any other taxes, duties and/or levies etc. No increase in rates on whatever account shall be applicable during the term of this Agreement.
- b) Unless otherwise mentioned in the Technical Specification under Section VI, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:-
 - (i) Contract number and date
 - (ii) Brief description of the goods including quantity
 - (iii) Packing list reference number
 - (iv) Consignee's name and full address and
 - (v) Supplier's name and address

9. Inspection, Testing, Quality Control and Penalty thereof

- a) The Supplier/ Contractor should satisfy himself that the goods are in accordance with the terms of the Contract and fully conform to the required specification by carrying out a thorough pre-inspection of each lot of the goods before actually delivering the same to the consignee.
- b) At any stage of the supply, the purchaser reserves the right to test random material which is being supplied. These will be visually checked by designated committee. In case any defect/deficiency is found or the committee has doubts or is not satisfied, the samples may be sent for checking/testing in the duly approved Government labs chosen solely by the Purchaser. If the samples are not found to be in order as per the specifications as enumerated under the contract, the cost of testing should be borne by the supplier and the purchaser reserves the right to levy any or all of the following sanctions:
- Return the goods to the Supplier at its own risk and costs. Any advance against such goods (if any) paid by SAI shall have to be returned by the Supplier on first demand of SAI and the whole lot should be replaced within 20 days of intimation from SAI failing which actions and or penalty as stipulated below may be imposed.
 - The purchaser reserves its right of levying penalty of minimum of 10% of the cost for minor defects to maximum of 50% of the cost for major defects detected in the material supplied/lot after physical inspection by the committee as considered reasonable in the light of quantum of defects, even after the complete delivery is made. In case of maximum penalty is levied, the firm will be debarred for a period of three years by the Purchaser. The decision of the Purchaser shall be final in this regard.
 - To purchase the goods in whole or in part from open market at the risk and cost of Supplier and recover the said amounts from the Supplier as damages. In such an event the Supplier shall be liable for all direct and indirect losses caused to SAI.
 - Terminate the contract at the risk and cost of the Supplier;
 - Encash/forfeit Performance Security submitted by the bidder.
 - Take any action and exercise any remedies as may be available to SAI under the terms of contract and law.

10. Terms of Delivery and Penalty thereof

- i. The successful bidder shall provide a schedule keeping in mind that all the goods are delivered at below mentioned address (s) and following delivery period:

Sl. No.	Description	Delivery Period	Location & Date	Establishment of distribution Centre & Deployment of Manpower for distribution at Location
1	Order related to KI Youth Games	80 % of the ordered quantity-20 days from the date of order placement/NoA. Remaining 20% of the ordered quantity the ordered quantity- 30 days from the date of order placement/NoA.	To be intimated with Notification of Award.	Required at no extra cost during a period of Games
2	Order related to KI University Games	80 % of the ordered quantity-20 days from the date of order placement/NoA.	To be intimated with	Required at no extra cost during a period of Games

		Remaining 20% of the ordered quantity the ordered quantity- 30 days from the date of order placement/NoA.	Notification of Award.	
3	Order from NCOEs/STCs/KIAs	100 % of the ordered qty- 45 days from the date of order placement.	To be intimated with Notification of Award.	NA

- ii. The successful bidder shall render the services strictly adhering to the timeline defined above.
- iii. Any delay by the Bidder in the performance of its obligations, shall attract Penalty at a sum equivalent to 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, besides the right of Purchaser to terminate the contract and take recourse to other legal remedies. In case of maximum penalty is levied, the firm may be debarred for a period of three years by the Purchaser. The decision of the Purchaser shall be final in this regard.
- iv. Time shall be of essence and any time extended shall also be of essence of the Agreement. It is expressly agreed that extended time or levy of any penalty shall not dilute the essence of the Agreement.

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

11. Life Cycle/ Shelf Cycle/ Warranty

- a) The supplier guarantees comprehensively that the items supplied under the contract shall be of excellent quality, new, unused and incorporate all recent/latest improvements in design and materials, unless prescribed otherwise by the Purchaser in the contract. The supplier further warrants that the items supplied under the contract shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied items under the conditions prevailing in India.
- b) This guarantee shall remain valid even after the items have been delivered at the final destination and accepted by the Purchaser, subject to verification of goods in terms of the contract.
- c) The supplier shall, promptly repair or replace the defective items or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/items after providing their replacements and no claim, whatsoever shall lie on the Purchaser for such replaced parts/items thereafter.
- d) If the supplier, having been notified, fails to rectify/replace the defect(s) promptly, the Purchaser may proceed to take such remedial action(s) as deemed fit by the Purchaser, at the risk, cost, liability and expense of the supplier and without prejudice to other contractual rights and remedies, which the Purchaser may have against the supplier.

12. Prices

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

13. Insurance:

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

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

14. Assignment

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

15. Taxes and Duties

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

16. Terms and Mode of Payment

- a) Payment Terms: Payment shall be made in Indian Rupees as specified in the contract in the following manner: Hundred percent (100%) payment of the contract price subject to recoveries/liquidated damages/shortages etc., if any, shall be paid on receipt of items in good condition and upon submission of Inspection & Acceptance Certificate, as per **Section VIII (C)** in original issued by the authorized representative of the consignee.
- b) The supplier shall not claim any interest on payments under the contract. Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- c) The supplier shall send its claim for payment in writing, when contractually due, along with following documents duly signed with date, to the Purchaser: -
 - (i) Supplier's invoice indicating, inter alia, description and specification of the goods, quantity, unit price, total value.
 - (ii) Inspection certificate issued by consignee.
 - (iii) Insurance Certificate, if applicable as per contract.
 - (iv) Any other document (s) as and if required in terms of the contract.
- d) All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/RTGS systems as per the NEFT Mandate form at Section IV (F).

17. Delay in the supplier's performance

- a) The supplier shall deliver the items and perform the services under the contract within the time schedule specified by the Purchaser as incorporated in the contract. The Purchaser/consignee reserves the right to reject the supplies and inform the supplier accordingly; the Purchaser shall also have the right to cancel the contract with reference to unsupplied items in terms of the contract.
- b) Subject to the provision of Force Majeure under GCC clause 21, any delay by the supplier in maintaining its contractual obligations towards delivery of items or any breach of the terms of the contract shall render the supplier liable to any or all of the following:
 - (i) Imposition of Liquidated Damages,
 - (ii) Forfeiture of its Performance Security and
 - (iii) Termination of the Contract for default.

- (iv) Liability of all direct and indirect damages caused to SAI.
 - (v) Any other action as may deem fit by SAI.
- c) If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the items, the supplier shall promptly inform the Purchaser in writing about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- d) When the period of delivery is extended due to delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
1. The Purchaser shall recover from the supplier, under the provisions of the clause 18 of the General Conditions of Contract, liquidated damages on the items, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
 2. That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of Goods and Service Tax and on account of any other tax or duty which may be levied in respect of the items specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said items as are delivered and performed after the date of the delivery stipulated in the contract.
 3. But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
 4. The supplier shall not dispatch the items after expiry of the delivery period. The supplier shall apply to the Purchaser for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the items without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the Purchaser. Without prejudice to any other right or remedy the Purchaser may have, if any Goods are not supplied in accordance with, or if the Supplier fails to comply with any of the terms of this Agreement, the Purchaser shall be entitled to avail itself of any one or more remedies at its discretion, whether or not any part of Goods have been accepted by the Purchaser:
 - a) To reject the goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier;
 - b) To give the Supplier the opportunity (at the Supplier's expense) either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Agreement are fulfilled;
 - c) To claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of the Agreement;
 - d) To rescind this Agreement in whole or in part
 - e) To purchase the goods in whole or in part from open market and recover the said amounts from the Supplier as damages.
 - f) The time allowed for execution of work/delivery or the extended time in accordance with these conditions shall be the essence of the contract

18. Liquidated Damages

- (i) Subject to the provision of Force Majeure under GCC clause 21, if the supplier fails to deliver any or all of the goods within the time frame(s) incorporated in the contract, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, as per the terms specified in clause 9 and 10 of GCC. Once the maximum is reached purchaser/consignee may consider termination of the contract as per condition 18 of GCC and initiate legal remedies for breach of contract.
- (ii) In the event of delay in submission of proforma Invoice, the delay shall be to the account of supplier & Purchaser shall deduct Liquidated damages as per Clause 18 of General Condition of Contract. Proforma Invoice should be strictly as per the terms & conditions mentioned in Notification of Award/Tender Conditions.
- (iii) Proforma Invoice submitted by supplier is found to be deficient, delay shall be to the account of supplier & purchaser shall deduct liquidated damages as per clause 18 of GCC.

19. Termination for default

- a) The Purchaser, without prejudice to any other contractual rights and remedies available to it (the Purchaser), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the items or fails to perform any other contractual obligation(s) within the time period or as per specifications specified in the contract, or within any extension thereof granted by the Purchaser.
- b) In the event of Purchaser/Consignee terminates the contract in whole or in part, the Purchaser/Consignee may procure goods and / or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any incurred by the purchaser/consignee for arranging such procurement.
- c) Unless otherwise instructed by the Purchaser, the supplier shall continue to perform the contract to the extent not terminated.

20. Termination for insolvency

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

21. Force Majeure

- a) The supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- b) For purpose of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, pandemics, quarantine

restrictions, lockdown, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

- c) If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- d) If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- e) In case due to a Force Majeure event the Purchaser is unable to fulfil its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above subparagraphs.

22. Notice

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

23. Termination for convenience

- a) The Purchaser reserves the right to terminate the contract, in whole or in part for its (Purchaser's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser. The notice shall also indicate inter-alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- b) The items which are complete and ready in terms of the contract for delivery within three days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser following the contract terms, conditions and prices.

24. Fall Clause

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

25. Withholding and lien in respect of sums claimed

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Supplier, the Purchaser shall be entitled to withhold and also have

Performance security deposited by the Contractor and for the purpose aforesaid, the Purchaser shall be entitled to withhold the said payment and forfeit the performance security, 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 any time 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.

26. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders:

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

- a) Further to Section II- A (g) Scrutiny & Evaluation of Bids above, the purchaser's evaluation of a tender will include and take into account the following:
 - i) In the case of goods manufactured in India or goods of foreign origin already located in India, Goods and Services Tax, Works Contract Tax etc. which will be contractually payable (to the bidder), on the goods and services; and
- b) In exercise of powers conferred in section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small enterprises effective from 1st April 2012. The policy mandates that 20% of procurement of annual requirement of goods and services by all Central Ministries/Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 20% quantity.
 - i) In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 25% of the total tendered value. In case there are more than one such eligible MSE, the 25% supply will be shared equally. Out of 25% of the quantity earmarked for supply from MSEs, 5% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L1 price, the 5% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.
 - ii) The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir board or national Small Industries Corporation or any other body specified by Ministry of

Micro and Small enterprises in support of their being on MSE, failing which their tender will be liable to be ignored.

- c) The provisions of Public Procurement (Preference to Make in India) Order 2017 issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide Letter No. P-45021/2/2017BE-II dated 15.06.2017 shall be applicable to the bidding process and award of the contract shall be done accordingly. In this connection, the minimum local content shall be 50% and the margin of purchase preference shall be 20%. For award of contract, 3a of the Public Procurement (Preference to Make in India) Order 2017 shall be applicable in addition to the other provisions in the bidding documents in this regard. The bidder shall have to specify whether he is a local supplier in terms of the Public Procurement (Preference to Make in India) Order 2017 or otherwise in the bid forwarding letter. In case of the bidder being a local supplier, he shall also give a certificate from statutory auditor of the company (in case bidder is a company) or from a practicing cost accountant or practicing Chartered Accountant (in case bidder is not a company) along with his bid in terms of para 9 (b) of the Public Procurement (Preference to Make in India) Order 2017.

27. Resolution of disputes

- a) If dispute or difference of any kind shall arise between the Purchaser and the supplier in connection with or relating to the contract/tender documents, the parties shall make every effort to resolve the same amicably by mutual consultations.
- b) **Arbitration:** In event of any dispute or difference between parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to 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) as amended shall be applicable to the arbitration under this clause. The procedure and fee of the arbitrators shall be in accordance with the prevalent procedure and policies of SAI.
- c) **Venue of Arbitration:** The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi only.
- d) The Courts of New Delhi will have the exclusive jurisdiction to try the disputes.

28. Applicable Law

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

29. Non-Assignment

The Supplier shall not assign and/or transfer any of its rights and obligations under this Agreement without the written consent of the Purchaser. Notices- Any notices shall be served on following Address: Purchaser- Supplier- Nothing in this Agreement will be deemed to neither constitute a partnership between the parties nor constitute either party as the agent of other party for any purpose whatsoever. Delay in exercising or non-exercise

of any right is not a waiver of this right. Any amendment of this Agreement will not be binding on the Parties unless set out in writing, expressed to amend this Agreement and signed by the authorized representatives of each of the Parties.

30. Variation of Quantities at the Time of Award/ Currency of Contract

30.1 At the time of awarding the contract / order placement, the purchaser reserves the right to increase or decrease by up to twenty five (25) per cent, the quantity of goods and services mentioned in the schedule(s) in the “Supply Requirements” (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer.

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

Contract No _____ Dated _____

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

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

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

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

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

Schedule No.	Brief description of goods	Accounting unit	Unit Price	Terms of delivery

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

- (ii) **Contract valid up to:**
- (iii) **Prices:**
- (iv) **Details of Performance Security:**
- (v) **Warranty Period:**
- (vi) **Payment terms:**

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

Received and accepted this Rate Contract

[Signature with date, name and designation]

Tender Ref:1(3)/SAI/ES/2020-21/IFB-088
for and on behalf of Messrs _____

[Name & address of the manufacturers]

(Seal of the supplier)

Date: _____

Place: _____

SECTION VIII (B)- BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

_____.

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

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

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

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

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

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

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

.....
Name and designation of the officer

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

SECTION VIII (C) -INSPECTION & ACCEPTANCE CERTIFICATE

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

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

() () ()

Signatures of Inspection & Acceptance Committee Members

Counter signed by Head of the Centre

Date: _____

Place: _____

(Seal)

SECTION VIII (D)-LIST OF SAMPLES SUBMITTED

Name of Bidder:

List of Items:

- 1.
- 2.
- 3.
- .
- .
- .
- .
- .
- .
- .

SECTION VIII (E) -CHECKLIST

Name of Bidder:

Name of Manufacturer:

Sl.NO.	Activity	Yes/No/NA	Page No. in the TE Document	Remarks
1.a	Have you enclosed Bid Securing declaration as per Section IV (D).			
1.b.	Self-certification that the item offered meets the minimum local content requirement as defined in this tender along with details of locations at which the local value addition is made. <i>Approximate percentage of local content may be clearly mentioned for each item.</i>			
2.a.	Have you enclosed duly filled Tender Form as per format in Section IV (A)?			
2.b.	Have you enclosed power of attorney/board resolution in favour of signatory?			
3.	Are you a SSI/MSE unit, if yes, have you enclosed certificate of registration issued by Directorate of Industries/NSIC/relevant authority?			
4.a	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specification? Against each item Make and Model of the quoted item and Compliance to the tender specifications needs to be submitted			
4.b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviation?			
c.	Latest lab report conforming to specifications of this particular tender. as per format attached at Section IV (K) from any of the Textile Research Associations lab recognized by ministry of textiles or any lab approved by government for testing parameters as per Technical Specification for all the items in the tender.			
5.a	Have you submitted satisfactory performance certificate/ installation Reports as per the proforma for performance statement in Section III (B) of TE document in respect of all orders?			
b.	Have you submitted copy of the order (s) and end user certificate/installation Reports?			
6.	Have you submitted manufacturer's authorization as per Section IV (E)?			
7.	Have you submitted prices of goods in the price schedule as per Section IV (C)?			
8.	Have you kept validity of 180 days from the Techno Commercial Tender Opening date as per the TE Document?			
9.a	Have you submitted self-attested PAN card and GST registration certificate?			

10.	Have you intimated the name and full address of your Banker (s) along with your account Number as per Section IV (F)			
11.	Have you fully accepted payment terms as per TE document? (Attach Self Declaration)			
12.	Have you fully accepted delivery period as per TE Document? (Attach Self Declaration)			
13.	Have you submitted the certificate of incorporation?			
14.	Have you accepted the warranty as per TE Document? (Attach Self Declaration)			
15.	Have you accepted terms and conditions of TE document and signed and stamped all the pages?			
16.	Have you furnished documents establishing your eligibility & qualification criteria as per the TE document? [As mentioned in Section III(A)]			
17.	Have you enclosed the Certificate from Government/ Government Approved lab for all the items in the tender as per format at Section IV (J) of the TE Document?			

N.B

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

(Signature with date)

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

For and on behalf of

(Name, address and stamp of the tendering firm)

SECTION VIII (F)-CONSIGNEE LIST

Delivery is to be made at Locations of Khelo India Youth Games, Khelo India University Games and at various NCOEs/ Khelo Indian Academies of SAI which are situated PAN India.

N.B:- The exact details will be attached along with address will be mentioned in Notification of Award.