Government eProcurement System

eProcurement System Government of India

Tender Details

Date : 07-Aug-2026 04:09 PM

Print

Basic Details

Organisation Chain	Sports Authority of India||Head Office - SAI		
Tender Reference Number	01-20001(29)/3/2023-HO - ES Division		
Tender ID	2026_SAI_921129_1	**Withdrawal Allowed**	Yes
Tender Type	Open Tender	**Form of contract**	Item Rate
Tender Category	Goods	**No. of Covers**	2
General Technical Evaluation Allowed	No	**ItemWise Technical Evaluation Allowed**	No
Payment Mode	Offline	**Is Multi Currency Allowed For BOQ**	No
Is Multi Currency Allowed For Fee	No	**Allow Two Stage Bidding**	No

Payment Instruments

Offline

S.No	Instrument Type
1	Direct Credit
2	Personal Cheques
3	Demand Draft
4	R-T-G-S
5	FDR
6	ECS
7	NEFT
8	Bankers Cheque
9	Bank Guarantee
10	LOC

Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	Rate Contract for procurement of Sports Kits for Indigenous Games
2	Finance	.xls	BOQ

Tender Fee Details, [Total Fee in ₹ * - 0.00]

Tender Fee in ₹	0.00		
Fee Payable To	Nil	**Fee Payable At**	Nil
Tender Fee Exemption Allowed	No		

EMD Fee Details

EMD Amount in ₹	84,000	**EMD Exemption Allowed**	No
EMD Fee Type	fixed	**EMD Percentage**	NA
EMD Payable To	Secretary SAI	**EMD Payable At**	DELHI

Click to view modification history

Work /Item(s)

Title	Rate Contract for Integrated Sports Kit Supply, Customization, Logistics and Distribution Service Contract for Indigenous Games				
Work Description	Rate Contract for Integrated Sports Kit Supply, Customization, Logistics and Distribution Service Contract for Indigenous Games				
Pre Qualification Details	Please refer Tender documents.				
Independent External Monitor/Remarks	NA				
Show Tender Value in Public Domain	Yes				
Tender Value in ₹	41,72,063	**Product Category**	Sports Goods/Equipments	**Sub category**	NA
Contract Type	Rate Contract	**Bid Validity(Days)**	180	**Period Of Work(Days)**	NA
Location	SAI Head Office	**Pincode**	110003	**Pre Bid Meeting Place**	Virtual Mode
Pre Bid Meeting Address	SPORTS AUTHORITY OF INDIA JAWAHARLAL NEHRU STADIUM	**Pre Bid Meeting Date**	13-Aug-2026 03:30 PM	**Bid Opening Place**	SAI Head Office

	COMPLEX, GATE NO. 10, LODHI ROAD, NEW DELHI 110003		
Should Allow NDA Tender	No	**Allow Preferential Bidder**	No
Tenderer Class	As per Tender Document		

Critical Dates

Publish Date	07-Aug-2026 05:00 PM	**Bid Opening Date**	01-Sep-2026 04:00 PM
Document Download / Sale Start Date	07-Aug-2026 05:00 PM	**Document Download / Sale End Date**	31-Aug-2026 04:00 PM
Clarification Start Date	07-Aug-2026 05:00 PM	**Clarification End Date**	13-Aug-2026 06:00 PM
Bid Submission Start Date	14-Aug-2026 09:00 AM	**Bid Submission End Date**	31-Aug-2026 04:00 PM

Tender Documents

NIT Document

S.No	Document Name	Description	Document Size (in KB)
1	Tendernotice_1.pdf	Rate Contract for Integrated Sports Kit Supply, Customization, Logistics and Distribution Service Contract for Indigenous Games	897.56

Work Item Documents

S.No	Document Type	Document Name	Description	Document Size (in KB)
1	BOQ	BOQ_968007.xls	BOQ	271.50

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	nitinkr.jaiswal@nic.in	Nitin Jaiswal	NITIN KUMAR JAISWAL
2.	kailashmeena.sai@gov.in	Kailash Chand Meena	kailash chand meena
3.	dilipkumarsinghsai@gmail.com	DILIPKUMAR SINGH	DILIP KUMAR SINGH

GeMARPTS Details

Reason for non availability of GeMARPTS ID	Urgent nature of Procurement
Remarks	GEM NON AVAILABILITY
Document Name	GEM.pdf
Document Size (in KB)	51.40

Tender Properties

Auto Tendering Process allowed	No	**Show Technical bid status**	Yes
Show Finance bid status	Yes	**Stage to disclose Bid Details in Public Domain**	Technical Bid Opening
BoQ Comparative Chart model	Normal	**BoQ Compartive chart decimal places**	2
BoQ Comparative Chart Rank Type	L	**Form Based BoQ**	No

TIA Undertaking

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	PPP-MII Order 2017	Agree	
2	MSEs Order 2012	Agree	

Tender Inviting Authority

Name	Secretary SAI
Address	SPORTS AUTHORITY OF INDIA JAWAHARLAL NEHRU STADIUM COMPLEX, GATE NO. 10, LODHI ROAD, NEW DELHI 110003

Tender Creator Details

Created By	Kailash Chand Meena

Designation	Assistan Director
Created Date	07-Aug-2026 03:52 PM

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

Website: https://sportsauthorityofindia.gov.in &
https://eprocure.gov.in/eprocure/app E-mail: es-sai@gov.in

Tender Reference No. 01-20001(29)/3/2023-HO - ES Division, dated 07.08.2026

"RATE CONTRACT TENDER ENQUIRY/ REQUEST FOR TENDER (RFP)"

for

Integrated Sports Kit Supply, Customization, Logistics & Distribution Service Contract for Indigenous Games

TABLE OF CONTENTS

PART-1-BIDDING PROCEDURE

SPORTS AUTHORITY OF INDIA
JAWAHARLAL NEHRU STADIUM COMPLEX,
GATE NO.10, LODHI ROAD, NEW DELHI-110003
Telephone: +91–11 – 24368389, 24362652, 24368393
Website: https://sportsauthorityofindia.gov.in &
https://eprocure.gov.in/eprocure/app E-mail: es-sai@gov.in

1. SECTION I: NOTICE INVITING TENDER FOR RATE CONTRACT TENDER ENQUIRY

Sports Authority of India (SAI), (hereafter referred as **"SAI"**) an autonomous organization under the Ministry of Youth Affairs & Sports, Government of India, invites Online Bids from eligible bidders, in Single stage two bids systems for procurement of the Sports kit for Indigenous Games at Khelo India/National Centre of Excellence (NCOE's) of SAI.

S.No.	Brief Description of Goods	Amount of Bid Security in Rs.
1.	Sports Kit for Indigenous Games as mentioned in Section **– V** (Schedule of Requirements)	**Rs.84,000/-**

2. *The tentative estimated quantities against each item are as mentioned at Section V.

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

1.1. BID SCHEDULE & DATA SHEET

Date of publication of RFP on e-procurement portal of CPP Portal	As per CPP Portal
Last date and time of Submission of Queries for pre-bid conference	As per CPP Portal
Date and time of pre bid conference*	**Thursday, August 13, 2026** **3:30 – 4:30 PM** Time zone: Asia/Kolkata Google Meet joining info Video call link: https://meet.google.com/nvn-zycm-iwn
Bid submission start date and time	As per CPP Portal
Last Date and Time of uploading/submission of bids	As per CPP Portal
Bid Validity Period	180 days
Opening of Technical Bid (Bid 1) Date and Time	As per CPP Portal
Opening of Price Bid (Bid 2) Date and time	To be informed separately

1. Bidders may also download the Bidding Documents from the website– www.sportsauthorityofindia.nic.in & CPP Portal of Govt. of India i.e. https://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 https://eprocure.gov.in/eprocure/app .

2. Bids shall be submitted online only at CPP website: https://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 CPP at https://eprocure.gov.in/eprocure/app .

3. Bidders 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, bid will out-rightly be rejected.

4. Intending bidders are advised to visit again Portal website https://eprocure.gov.in/eprocure/app and SAI website http://sportsauthorityofindia.nic.in before submission of tender for any corrigendum/ addendum/ amendment.

Director (GAPD)
For and on behalf of Director General
Sports Authority of India

SECTION IIA- INSTRUCTIONS TO BIDDERS (ITB)

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

(a) PREAMBLE

The intention is to ensure supply of Sports kit for Indigenous Games as per international standards. SAI requires bidder(s) to ensure supply and delivery of Sports kit for Indigenous Games to various stakeholders. The successful Bidder(s) shall be required to supply Sports kit for Indigenous Games to the consignee locations across India and deploy manpower to work with Khelo India to create and deliver a "Sports Kit Solution". The 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 Solution shall incorporate:

a. Timely supply of Sports kit for Indigenous Games

b. Delivery and distribution of Sports kit for Indigenous Games 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.

h. **"Contract"** means the written agreement entered 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 the latest guidelines by relevant Ministry and DPIIT.

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 the minimum local content as defined by the Nodal ministry.

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

The Local Content calculation/percentage of domestic value addition (minimum required local content: 85%) will be applicable on the total value/volume of all items under procurement in the tender.

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 the 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 CPP Portal i.e. https://eprocure.gov.in/eprocure/app 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 in online mode, up-to the date and time of submission of bid. No amendment/modification/withdrawal in any other mode than online shall be permitted after the prescribed expiry date and time of receipt of bids and 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 :

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 7 days of prior to the prescribed original date of submission of bid.

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). 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**: The bidder shall furnish Bid Security for an amount as shown in the bid document. Non-submission of Bid Security will be considered as major deviation and bid will not be considered. The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as along with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs.

ii) OEMs are encouraged to participate in this tender. Wherever authorized distributors, dealers, or service providers submit a bid on CPPP, they must upload the **bid specific** OEM's Manufacturer's Authorization Certificate as per format at Section IV-(E). The letter must be printed on the official letterhead of the OEM. It must be signed and stamped by an authorized, competent official of the manufacturing firm. By issuing this certificate, the manufacturer commits to supplying authentic, high-quality materials, meeting tender specifications, and honoring the full product warranty. Failing to attach a valid, readable, and verifiable MAF during technical evaluation will result in immediate **technical disqualification** of the bidder.

iii) 3 Sets of Samples for all items at No extra cost before bid submission end date at SAI HO for testing from any Government approved Lab or by any TPI agency.

iv) Address proof of bidder's organization and a recent passport size Coloured photograph of authorized representative.

v) Certificate of Incorporation/ Registration Certificate/ Registration Certificate of Partnership Company of the firm/ Company as applicable.

vi) Board Resolution/Power of Attorney in favour of person signing the bid.

vii) 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).

viii) National Electronic Fund Transfer (NEFT Form) as per **Section IV- (F)** for payment in Indian Rupee.

ix) Certificate of Chartered Accountant showing annual turnover for the last three financial years ending 31st March, 2026. Copies of Balance Sheet, Profit and Loss Account statement etc.

x) Income Tax returns filed for the last three financial years ending 31st March, 2026.

xi) Goods & Services Tax Registration Certificate.

xii) Valid PAN Card.

xiii) Copy of the Technical Specifications, Make, Model or Catalogue/leaflet of the product proposed to be supplied with complete specifications.

xiv) Latest lab report conforming to specifications of this particular tender as per format attached at Section IV (J) 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.

xv) An undertaking that the bidder should not stand debarred/ blacklisted by Central/ State Governments/ PSUs as on the date of submission of the Bid. If any of the bidder was debarred in the past three years, the copy of such order should be disclosed in the undertaking clearly indicating the period of debarment.

xvi) 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.

xvii) 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.

xviii) The Local Content calculation/percentage of domestic value addition (minimum required local content:85%) will be applicable on the total value/volume of all items under procurement in the tender.

Note-:

i) *The Technical bid shall not include any financial information. Such a bid shall be summarily rejected.*

15. Financial Bid:

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. SAI reserves the right to treat the bids not containing the breakup of prices as non-responsive.

iii. The prices quoted by the bidder shall remain firm and fixed during the currency of the contract. The price for the goods / equipment shall include a complete breakup showing the basic price, other levies, GST, packing charges, forwarding charges, freight and insurance charges and other charges if any shall also be given. 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 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.

v. Bidder shall quote only one price for each item.

vi. No condition shall be attached to the Financial Bid. Conditional bids shall be summarily rejected.

vii. 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 rejected.

Note: *Bidders are required to upload the "Technical Bid' and 'Financial Bid' in CPP portal as per directions at designated places in CPP Portal.*

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 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 contractual delivery period unless otherwise extension is provided without LD and explicitly stated so in the amended contract.

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 in no way restrict the purchaser's right to award the contract on the selected Bidder on any of the terms offered.

18. Deleted

19. Alternative Bids are not allowed.

20. Documents establishing bidder's eligibility and qualifications

(i) Pursuant to ITB clauses 13, the bidder shall furnish along with its bid, relevant details and documents establishing eligibility 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 bid specific 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 bid as Deviation sheet.

iii) If a bidder furnishes wrong and/or misguiding data, statement(s) etc. about technical acceptability of the goods and services offered by it, its bid will be liable to be rejected in addition to other remedies available to the purchaser in this regard.

22. Bid Security/Earnest Money Deposit (EMD)

22.1 The bidder shall furnish Bid Security for an amount as shown in the bid document. Non-submission of Bid Security will be considered as major deviation and bid will not be considered.

22.2 In case, as per notification of Government of India, the bidder falls in the category of exemption of Bid Security, it should furnish the relevant notification along with required valid documents like valid Registration Certificate etc.

22.3 The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as along with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders/resellers/distributors/authorized agents will not be considered for availing benefit of EMD exemption.

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

a) Account Payee Demand Draft

b) Fixed Deposit Receipt

c) Banker's cheque / Pay Order

d) Bank Guarantee (including e-PBG) from any of the commercial banks (as per the format at Section VIII (F)),

e) NEFT transfer to "Secretary SAI, Union Bank of India Account No: 108510100032325, IFSC No. UBIN0810851. (Bidder has to upload challan/proof along with Bid in CPP Portal).

f) Valid Insurance Surety Bonds

22. 6 The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. The Bid Security shall be valid for **225 days** from the date of opening of the Technical Bid.

22.7 Earnest Money is required to protect the purchaser against the risk of the bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful bidder's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

22.8 Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid or is breach of any condition of the tender documents in any respect within the period of validity of its bid without prejudice to other rights of the Purchaser. Further, if successful bidder fails to furnish the required Performance Security and sign the contract/ agreement within the period as specified by SAI in the Notification of Award (NoA), its Bid Security/EMD will be forfeited.

22.9. 'Bid securities of the unsuccessful bidders shall be returned to them before expiry of the final bid validity and latest on or before the 30th day after the award of the contract'. Bid securities of unsuccessful bidders during first stage i.e., technical evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e., technical evaluation. EMD of the successful bidder should be returned after receipt and confirmation of performance security as called for in the contract.

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. When, bidders agree to unconditionally extend the bid validity period, 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 be 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.

(i) 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 initiated 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 along with samples if applicable, 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 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.**

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) If a Bid is not substantially responsive, it will be rejected by the Purchaser.

iv) 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 before the date of floating of bid and after the bid submission date will not be considered for evaluation.

b) Non-submission of Samples of all items at No cost basis before bid submission end date at SAI HO.

c) Non-submission of documents in Compliance to Qualification Criteria not enclosed.

d) Tender is unsigned.

e) Tender validity is shorter than the required period.

f) Bidder has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorization letter.

g) Bidder has not agreed to give the required performance security.

h) 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.

i) Bidder has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, Penalty clause, warranty clause, dispute resolution mechanism, applicable law etc.

j) Poor/ unsatisfactory past performance.

k) Bidder has not quoted for the entire quantity and all items as specified in the List of Requirements in the quoted schedule.

l) Bidder has not complied with the requirement of Clauses of ITB.

m) Any deviation and/or breach of conditions as specified in the Tender Document.

n) 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/email asking the bidder to respond by a specified date. Responsibility of mentioning the valid email id required for correspondence is the sole responsibility of the bidder. 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 rejected/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.

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 email. 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/costs.

ii) The purchase preference available to eligible Micro and Small Enterprises (MSEs) under Clause 26 of GCC, as amended from time to time, shall be applicable. Where an eligible MSE, other than the L1 bidder, is entitled to purchase preference by quoting within the prescribed price band and agrees to match the L1 price, allocation of quantity shall be made in accordance with Clause 26.

iii) 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 drawl mentioned in PART- 2 - Supply Requirements) and who meets the laid down Qualification Criteria in the Bid documents.

iv) 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, initially the reasonable price as arrived at by SAI shall be counter offered to the responsive L-1 bidder. On acceptance of the counter offered price, contract shall be concluded. The Contract shall be awarded only to the responsive Bidders who meet the laid down qualification Criteria stipulated in the Bid document.

v) 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.

vi) SAI reserves the right to test the samples of all kits by itself or through Third Party

Inspecting companies (TPI). SAI desires to test the sample, all bidder(s) are required to submit samples for all items at No cost basis before bid submission end date. The samples will be sent for checking/testing in the duly approved Government/ NABL accredited labs chosen solely by the Purchaser or by TPI. If the samples are not found to be in order as per the specifications as enumerated under the RFP, the matter will be dealt as per clause 7 of Section VII – General conditions of Contract.

vii) Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry

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. . Purchaser's Right to Accept or Reject Bids:
The Purchaser reserves the right to accept or reject any Bid, wholly or partly, and to annul the bidding process and reject all Bids at any time prior to the award of Contract, in accordance with applicable law, procurement rules, and policies. The Purchaser shall not be liable to any Bidder for any such action or decision.

36. Notification of Award

(i) Prior to the expiry of the Bid validity period, the Purchaser shall notify the successful Bidder in writing, through E-mail and/or Speed Post, that its Bid has been accepted for award of Contract.

(ii) The notification of award shall indicate the essential details of the Contract, including, as applicable, the description of items, quantity, delivery schedule, and accepted prices. The successful Bidder shall furnish the required Performance Security within fourteen (14) days from the date of dispatch of such notification, failing which the Purchaser may cancel the award and take such action as may be permissible under the Tender conditions, applicable procurement policies, and law.

(iii) The Letter of Award (LoA) shall specify the Contract Price payable by the Purchaser in consideration of the goods and/or services to be supplied by the successful Bidder. The details of the award, including the name of the successful Bidder, may be published on the GeM portal and/or the official website, notice board, or bulletin of SAI.

37. Issue and Execution of Contract

(i) Promptly after issuance of the Letter of Award, the Purchaser shall send the Contract Agreement, substantially in the form prescribed under Section VIII(A), duly completed and signed, in duplicate to the successful Bidder through E-mail and/or Speed Post.

(ii) The successful Bidder shall return one original copy of the Contract Agreement, duly signed and dated by its authorised representative, together with the required Performance Security, within fourteen (14) days from the date of issue of the Contract Agreement.

(iii) Failure of the successful Bidder to execute the Contract Agreement and/or furnish the Performance Security within the stipulated period shall constitute sufficient grounds for cancellation of the award and for initiation of such actions as may be available to the Purchaser under the Tender conditions, applicable procurement policies, and law.

38. Annulment of Award:

Failure of the successful Bidder to execute the Contract Agreement and furnish the Performance Security in accordance with Clause 38 and Clause 6 of the GCC shall constitute sufficient grounds for annulment of the award, without prejudice to any other rights or remedies available to the Purchaser under the Contract, applicable procurement policies, or law.

39. Termination for Convenience:

SAI may, at its sole discretion, terminate the Contract, in whole or in part, for its convenience by giving not less than thirty (30) days' prior written notice to the Contractor.

Upon such termination, the Contractor shall be entitled to payment for goods supplied and accepted and/or services satisfactorily performed up to the effective date of termination, subject to the terms of the Contract. The Contractor shall not be entitled to any consequential, indirect, special, or anticipated loss of profit arising from such termination.

40. Disqualification, Suspension, or Debarment

Without prejudice to any other rights available under the Tender or Contract, the Purchaser may disqualify, suspend, or debar a Bidder or Contractor for such period as may be permissible under applicable procurement rules and policies where the Bidder or Contractor:

(a) breaches any material term or condition of the Tender or Contract;

(b) fails to supply goods or perform services within the prescribed timelines without valid justification;

(c) supplies goods or renders services that do not conform to the prescribed specifications, standards, or performance requirements; or

(d) engages in any conduct prejudicial to the interests of the Purchaser.

No order of debarment or blacklisting shall be passed without providing the concerned Bidder or Contractor a reasonable opportunity of being heard, to the extent required under applicable law.

41. Failure to Furnish Performance Security or Execute Contract

Failure of the successful Bidder to furnish the Performance Security and/or return the duly executed Contract Agreement within the prescribed period shall render the Bidder liable for cancellation of the award, disqualification, suspension, debarment, or such other action as may be provided under the Tender conditions, the GCC, applicable procurement policies, and law.

42. Corrupt, Fraudulent, Collusive, Coercive, and Unfair Practices

(i) All parties involved in the procurement process, including Bidders, Suppliers, Contractors, and Consignees, shall observe the highest standards of integrity and ethical conduct during bidding and execution of the Contract.

(ii) The Purchaser may:

(a) reject a Bid if it determines that the Bidder recommended for award has engaged in corrupt, fraudulent, collusive, coercive, anti-competitive, or other improper practices in connection with the procurement process;

(b) declare a Bidder ineligible for award of Contract or debar the Bidder for a specified period if it determines that the Bidder has engaged in any such practices during bidding or contract execution; and

(c) cancel the award, terminate the Contract, and/or invoke or forfeit the Performance Security, in accordance with the Contract and applicable law, if it is established that the Bid or Contract was obtained through misrepresentation, concealment, suppression of material facts, submission of false information, or any other fraudulent act.

(iii) The actions specified above shall be without prejudice to any civil, criminal, contractual, administrative, or other remedies available to the Purchaser under applicable law.

43. Conflict of Interest

A Bidder shall not have any conflict of interest that may adversely affect fair competition or the integrity of the procurement process. Any Bidder found to have a conflict of interest may be disqualified.

For the purposes of this Clause, a conflict of interest shall be deemed to exist where:

(a) two or more Bidders have common controlling shareholders, partners, directors, management, or beneficial ownership;

(b) one Bidder directly or indirectly controls, is controlled by, or is under common control with another Bidder;

(c) two or more Bidders have the same legal representative, authorised signatory, or agent for the purpose of the Bid;

(d) a Bidder has a relationship with another Bidder, directly or through third parties, that enables access to information regarding another Bidder's Bid or permits influence over another Bidder's participation in the bidding process;

(e) a Bidder submits, directly or indirectly, more than one Bid in the same procurement process, except where participation relates solely to the supply of components or sub-assemblies as part of another Bid;

(f) an agent, distributor, or representative submits Bids on behalf of more than one manufacturer for the same procurement process;

(g) a manufacturer appoints more than one agent, distributor, or representative for the same procurement process;

(h) a Bidder or any of its affiliates has participated as a consultant, advisor, or preparer of the technical specifications, design, scope of work, or bidding documents relating to the procurement; or

(i) two or more Bidders are sister concerns, subsidiaries, affiliates, or entities under common ownership or management whose simultaneous participation may adversely affect fair competition.

Bidders shall disclose any actual, potential, or perceived conflict of interest at the time of submission of the Bid. Failure to make such disclosure may result in disqualification or such other action as may be permitted under applicable procurement rules and law.

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. 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/ any other format as accepted to CPPP.

B. 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) 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.

(iii) 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.

(iv) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

(v) 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.

C. ASSISTANCE TO BIDDERS

(i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender.

SECTION III (A)-QUALIFICATION CRITERIA

a. The Bidder must be a Manufacturer or its authorized distributors/agent and should be Local Supplier with a minimum local content of 85%.

i. Certificate regarding local content should be submitted from the Statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

ii. 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.	EMD/ Bid Security	• EMD/ Bid Security of **Rs. 84,000/- (**Scanned Copy of Proof of submission of EMD.) ***[Bidder(s) claiming EMD exemption shall submit Bid Security declarations as per format given at Section - VIII(G)]***
3.	Bidder must have minimum average annual turnover of **INR 20 Lakhs** in the last 3 audited Financial Years ending 31st March, 2026. **Note: In case audited account statement are not available for 2025-26 then the above criteria for financial years 2022-23, 2023-24 & 2024-25 shall be considered for evaluation.**	• Statutory Auditors/ Charted accountant certificate and Balance Sheet & Profit and Loss Account for the last three financial years. • Certificate by Statutory Auditor/ Chartered Accountant stating turnover and net positive worth in required financial years as per Section - IV(B).
4.	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 **INR 33 Lakhs** (Cumulative) during the last Seven years.	The requisite supply order (s) along with satisfactory completion certificates/ payment proofs issued by relevant authority for complete payment against the respective supply orders shall be submitted.
5.	The Bidder should not stand debarred/ blacklisted as on date of bid submission 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.	Declaration to be submitted at the format given in Section IV (I)

6.	The net worth of the Bidder firm should not be negative on 31st March 2026 and should have not eroded by more than 30% (thirty percent) in the last three years, ending on 31st March 2026. **Note: In case audited account statement are not available for 2025-26 then the above criteria for financial years 2022-23, 2023-24 & 2024-25 shall be considered for evaluation.**	• Statutory Auditors/ Charted accountant 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 31st March 2026.
7.	Declaration for Local content	Declaration to be submitted at the format given in Section - IV(K)
8.	DECLARATION As per GFR Clause 144 (xi)	Declaration to be submitted at the format given in Section - IV(L)

Note: MSEs (under relevant category) and verified Startups (under relevant field) will be given exemption only for criteria as mentioned at S. No. 2 above, upon submission of the relevant notification(s) along with required documents.

c. **Evaluation of Compliance to technical Parameters**

i. Bidders are required to submit compliance to all technical Specifications of the tender, and

ii. Latest lab report conforming to specifications of this particular tender, as per format attached at Section IV (J), 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 license; annual report, etc.in support of experience, past performance and capacity/capability should be authenticated by the 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:

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

SECTION IV(A) -BID SUBMISSION FORM

To

Date___

The Secretary, Sports Authority of India (SAI),
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 days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period.

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) – FORMAT FOR ANNUAL TURN OVER CERTIFICATE

(To be issued by Statutory Auditor / Chartered Accountant on Firm Letterhead)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s ____________________________ (Name of the Bidder/Firm), having its registered office at ____, is registered under ____________________________ (Act/Registration No.)

Based on the audited financial statements and books of accounts of the firm, we hereby certify that the annual turnover of the above-mentioned firm for the last three (03) financial years is as under:

Sl. No.	Financial Year	Annual Turnover (INR)
1	2023–2024	₹ ____________________
2	2024–2025	₹ ____________________
3	2025–2026	₹ ____________________

Total Turnover (Last Three Years): ₹ ____________________
Average Annual Turnover: ₹ ____________________

Certification:

- The above turnover figures are true and correct and have been derived from the audited financial statements of the firm.
- The firm maintains proper books of accounts as per applicable laws and accounting standards.
- The information furnished above is correct to the best of our knowledge and belief and nothing material has been concealed.

Signature of Statutory Auditor / Chartered Accountant
Name: ________________________________
Designation: __________________________
Firm Name: ____________________________
Membership No.: _______________________
FRN (Firm Registration Number): _________
UDIN: ________________________________
Date: ________________________________
Place: _______________________________

(Seal & Stamp of CA Firm)

Note:

- In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant (CA) that ordinarily audits the annual accounts of the Bidder.

SECTION IV(C)-PRICE SCHEDULE FORM

(As per BOQ uploaded on CPP Portal)

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.

i. Please quote total cost in figures and words (inclusive of all applicable levies, Taxes, Duties, Transportation, Packing and all other incidentals).

ii. Any levies and taxes like Packing, Forwarding, Freight, Insurance charges, GST etc. are mandatorily to be included in the total cost.

iii. 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.

iv. 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.

v. 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.

vi. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.

vii. 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 email. If the bidder does not agree to the observation of the purchaser, the tender is liable to be ignored.

viii. If individual price of all the items is not given item wise, then the tender will not be considered and liable to be rejected.

ix. 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.

x. Ranking of Bidders would be on the basis of Grand total cost. In case 02 or more bidders quote the same rate, the bidder having the higher annual turnover for the Financial Year 2025-26 shall be ranked higher and shall be considered the successful bidder.

SECTION IV(E) -MANUFACTURER'S AUTHORISATION FORM

To
The Secretary, Sports Authority of India (SAI),
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

SECTION IV(G)- DISCLOSURE OF CONFLICT OF INTEREST

It is hereby disclosed that I/ we do not have any conflict of interest with other 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 deemed fit as decided by SAI.

(Authorized Signatory)

(Stamp)

SECTION IV(H) - 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(I) -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

SECTION IV (J) –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:

S. No.	**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**
1	***Name of particular item as mentioned in Section VI***	***Technical Specification of particular item as mentioned in Section VI***		
2				
3				
4				
5				
6				

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: (Seal &Signature of the Testing Authority)

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

SECTION IV (K) – FORMAT FOR MII DECLARATION

(To be printed on letter head)

Self-Certification under preference to Make in India order Certificate

1. In line with Government Public Procurement Order No. P-45021/2017-PP (BE-II) dated 04.06.2020 and its amendments, we hereby certify that we M/s______________________ are local suppliers and the offered item having local content of_____________ % (excluding Net Domestic Indirect Taxes, Transportation, Insurance, Installation, Commissioning, Training and after sales service support like AMC/CMC etc.) as defined in above orders for the material against Tender/Bid No.________________ Dated __________________

2. Details of location at which local value addition will be made as follows:

   ____

3. We also understand, false declaration will be breach of the code of integrity under the rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per rule 151 (iii) of the General Financial Rules along with such other actions as maybe permissible under law.

Thanking You

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)

(Seal)

SECTION IV (L) – FORMAT FOR SELF-DECLARATION REGARDING RESTRICTION UNDER RULE 144 (XI) OF GFR 2017 (LAND BORDER SHARING)

(To be printed on letter head)

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

I, the undersigned, ___________________________ (full names), do hereby declare, in my capacity as________________ of M/s ______________________(name of bidder entity), that:

1. I have read the Order (Public Procurement No.1, 2 & 3) dated 23 Jul 2020 & 24 Jul 2020 office memorandum (OM) No. F.18/37/2020-PPD Dt:08.02.2021, OM NO. F.12/1/2021-PPD (Pt) dated 02.03.2021 and OM No. F.7/10/2021-PPD dated 08.06.2021 and OM No.F.7/10/2021-PPD dated 23.02.2023 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order.

2. I certify that M/s________________________ (name of bidder entity) is not from such a country or, is from such a country (strike out whichever is not applicable), has been registered with the Competent Authority. I hereby certify that this SUPPLIER fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]

3. I understand that the submission of incorrect data and / or if certificate / declaration given by M/s____________________________ (name of bidder entity) is found to be false, this would be a ground for debarment and further legal action in accordance with law as per Clause 18 of Procurement Policy Division OM No.F.7/10/2021-PPD dated 23.02.2023.

Authorised Signature:

Date:

Seal / Stamp of Bidder

SECTION IV (M) –FORMAT OF VENDOR INFORMATION FORM

Bidders are requested to furnish the following information and enclose along with bid.

Particulars	Details
Agency Name	
Registration No.	
Registered Address of the Agency	
Name & Designation of Authorized Person	
Telephone No.	
Official Email-ID	
Contact Information	1. Name: +91: XXXXXXXXXX
	2. Name: +91: XXXXXXXXXX
Bank details of the Agency	
Bank Name	
Branch Address	
Bank Account No.	
IFSC Code	
PAN No.	
TIN No.	
GST No.	

Signature with Stamp of Authorized Person: ______________________________

Name: ________________________

Place: ________________________

Company's Seal: ________________________

SECTION IV(N) - 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)

PART-2- SUPPLY REQUIREMENTS

SECTION – V- SCHEDULE OF REQUIREMENTS

i. Khelo India Division of SAI/ Purchaser (s) who are utilizing the contract/rates finalised shall be coordinating with the successful bidder for the purpose of this RFP.

ii. 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.

iii. 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.

iv. The sizes and cutting ratios for each of the line items shall be indicated in the Purchase Order.

v. Delivery requirements are as detailed in Clause 10 of GCC.

vi. The successful Bidder is required to provide the following product items. The detailed estimated drawl quantity is as follows:

Requirement for Khelo India Games (Indigenous Sports)		
S.No.	**Sports Discipline**	**Total Qty**
1	Thang-Ta	563
2	Gatka	704
3	Kalarippayattu	845
4	Mallakhamb	1285
5	Yogasana	774

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

a) The Bidder shall ensure High quality Sublimation Printing is for production of kits.

b) Sublimation Printing shall be carried out for Khelo India Logo on kits ensuring no image resolution loss.

c) All the supplies shall be accompanied with the Manufacturer's certificate that the material conforms to the specifications.

d) Weight will not be considered as a parameter for technical evaluation.

e) Size-wise details will be finalized only during production or sampling. The current sample weight is based on the **M-size sample** for all disciplines and the generic kit.

f) Parameters related to Fibre Specification (Composition) is to beread as "Specified Value" with ±5% tolerance.

g) Color fastness if applicable is to be kept as minimum of 4 (for colored fabrics).

1. Thang-Ta

THANG-TA KIT		
Sl. No	**Name of the Items**	**Technical Specifications**
1	**THANG-TA UNIFORM**	Thang-Ta Uniform, Polyester plus Cotton only used for World Thang-Ta Federation, Thang-Ta Pants in same stuff, PC cloth as per the World Thang-Ta Federation Rules **and logo of KHELOINDIA.**
		Minimum 160 TO 240 gsm AS PER the World Thang-Ta Federation standard., polyester and cotton Black Thang-Ta Uniform with belt
		Pass test reports for dimensional stability and appearance after washing for the garment required.
		The colour of Thang-Ta- Uniform should be black.

2. Gatka

GATKA KIT		
Sl. No	**Name of the Items**	**Technical Specifications**
1	**GATKA UNIFORM**	Gatka Uniform (upper & lower) having Polyester Fabric is used by National Gatka Association of India (NGAI), Polyester cloth asper the NGAI Rules and logo of KHELO INDIA can be inscribed. Upper (T-shirt) must have collars.
		Minimum 160 to 180 gsm as per the National Gatka Association of India standard.

		Pass test reports for dimensional stability and appearance after washing for the garment required.

3. <u>Kalarippayattu</u>

Sl. No	Name of the Items	Technical Specifications
1	**KALARIPPAYATTU UNIFORM**	Kalarippayattu Uniform, Polyester fabric only, used for Kalarippayattu National Championship, Black Pants in same stuff & Red/Blue Coloured T- Shirt with Collar in same stuff with **Khelo India** logo & inscription as **Kalarippayattu**. One band in Red Colour having 3 meters length with 20 cm width.
		T-Shirt shall be of double coloured with attractive designs & with good texture quality with weaving finishing using qualitative threads. The Same quality may be maintained in the case of Pants & Bands also along with Sublimation. T-shirt gsm 150 to 170 gsm Track pant 100% polyester 180 to 210 gsm
		Pass test reports for dimensional stability and appearance after washing for the garment required.

4. **Mallakhamb**

1	**Nomenclature of the item**			
2	**Weight with tolerance**	TEE weight 170gms Short- 220 Gms	**tolerance ±- 5%**	Remark: complete size wise details only available at the time of production or sampling, current M size sample weight.
3	**Capacity with tolerance**	10000 pcs per month		
4	**Design**	TEE WITH SELF FABRIC NECK & SHORTS		
5	**Technical Specification**	**For boys**, the attachment titled "Boys Costume" can be used (regular sleeveless T-shirt with shorts) along with the attachment titled "Boys Briefs" together. **For Girls**, the attachment titled "Girls Costume" can be used (known as unitard), but in half sleeves, along with the attachment titled "Girls Shorts" to be used		
	Fibre Specification (Composition) for girls	190-230 GSM Polyester-lycra		
	Fibre Specification (Composition) for boys	Interlock; Solid; 150-170 G/SQM; with 100% polyester		
	Dimensional change %	Length +/- 5% & Width +/- 5%		
	PH value	4-7.5		
6	**(Applicable for Coloured goods only)**	As below.		
	Colour fastness to light	3-4		
	colour fastness to washing	3-4		
	Colour fastness to perspiration	3-4		
7	**Visual Inspection**	AQL (accepted quality limits) at 1.0		
8	**Packing Specification (clearly Indicating whether wooden card board, etc.)**	PACKED IN INDIVIDUAL, IN A CORRUGATED BOX		

5. Yogasana

1	**Nomenclature of the item**		**YOGASANA KIT**	
2	**Weight with tolerance**	weight200-250 gms	**tolerance ±-5%**	Remark: complete size wise details only available at the time of production or sampling, current M size sample weight.
3	**Capacity with tolerance**	10000 pcs per month (+/- 10 %)		
4	**Design**	Top and Shorts		
5	**Technical Specification**	Polyester Lycra fabric		
	Fibre Specification (Composition)	190-230 GSM Polyester-lycra		
	Dimensional change %	Length +/- 5% & Width +/- 5%		
	PH value	4 to 7.5		
6	**(Applicable for coloured goods only)**	As below		
	Colour fastness to light	3-4		
	colour fastness to washing	3-4		
	Colour fastness to perspiration	3-4		
7	**Visual Inspection**	AQL (accepted quality limits) at 1.0		
8	**Packing Specification (clearly Indicating whetherwooden card board, etc.)**	PACKED IN INDIVIDUAL POLYBAG IN A CORRUGATED BOX		

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 stake holders 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 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.

Approximately 10000 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)
TABLE OF CLAUSES

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 as per their requirement during the contract period.

<u>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.</u>

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 14 (fourteen) days from the date of the issue of notification of award by the purchaser, the Supplier(s) shall furnish Performance guarantee to the Purchaser for an amount equivalent to three percent **(03%)** of the total value of the Notification of award 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(s) may furnish performance guarantee in the form of an Insurance Surety bind, account payee Demand Draft, Fixed Deposit Receipt from a commercial bank, Bank Guarantee (including e-bank guarantee) from a Commercial bank in the format at Section VIII (B) or online payment in the following Account:

Account Details: Secretary SAI

Union Bank of India

Account No: 108510100032325,

IFSC No. UBIN0810851

d) In the event of any amendment issued to the contract regarding extension of delivery period, the supplier shall, within 14 (fourteen) 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 Samples along with the Bid:

All Bidders are required to submit the samples of all kits along with Lab Test Report from any Government/NABL certified laboratory at no cost to SAI on or before the bid submission end date.

SAI reserves the right to get it tested from any Government/NABL certified laboratory / Laboratory of SAI appointed Third-Party Inspection (TPI) Agency. If the sample fails the test, SAI at its sole discretion reserves the right to reject the bid & the cost of the test shall be borne by the supplier.

The supplier needs to ensure the compliance with the technical specifications throughout the currency of the contract.

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 shall offer the goods to the Third-Party Inspection (TPI) agency appointed by SAI or the SAI Inspection Team for Pre dispatch inspection (PDI). Prior to dispatch, the Supplier/Contractor shall carry out a thorough pre-inspection of each lot to ensure that the goods fully conform to the specifications prescribed under the Contract before 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 SAI/SAI appointed TPI. In case any defect/deficiency is found with respect to the technical specifications mentioned in Section VI of this RFP, or if the SAI/SAI appointed TPI 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:

a. The purchaser reserves its right of levying penalty as detailed below:

i. A penalty of 10% of supplied value may be imposed on the first instance of failure of sample. Further, the supplier must re-supply the consignment at no additional cost to SAI

ii. For the second instance of failure of sample, penalty of 20% of suplied value may be imposed. Further, the supplier must resupply the consignment at no additional cost to SAI

iii. From the 3rd instance onwards of failure of Sample, penalty of 30% of supplied value may be applicable and also SAI reserves the right to annul the contract and forfeit the security deposit. Further, SAI also reserves the right to Blacklist/ debar the agency for a period of one year.

iv. The penalty as applicable in para i, ii and iii above, will be adjusted from the payable amount to the agency while releasing the subsequent payments. However, in case no payment is due, then the said amount will be adjusted from the Security Deposit. Upon such encashment and appropriation, the agency shall, except in the event of termination of the Agreement, within 7 (seven) days thereof, replenish the Security Deposit to its original level or provide a fresh Security Deposit as the case may be, failing which the Authority shall have the right to terminate the Agreement with immediate effect. Further, the supplier must re-supply the consignment at no additional cost to SAI.

Further, the supplier must resupply the consignment at no additional cost to SAI.

b. SAI reserves the right to terminate the contract at the risk and cost of the Supplier;

c. Encash/forfeit Performance Security submitted by the bidder.

d. 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. Each consignment/lot delivered shall be accompanied by a Pre-Dispatch Inspection (PDI) Certificate/Inspection Note issued by SAI or the Third-Party Inspection (TPI) agency appointed by SAI. 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 Games	100% of the ordered qty- 30 days from the date of order placement.	To be intimated in respective work order/(s).	Required at no extracost during a period of Games
2	Order from SAI Centres	100% of the ordered qty- 45 days from the date of order placement.	To be intimated in respective work order/(s).	NA

i. The successful bidder shall render the services strictly adhering to the timeline defined above.

ii. Any delay by the Bidder in the performance of its obligations, shall attract Liquidaed Damages 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.

iii. 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 work 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 for a period of 06 months, after the items have been delivered at the 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. 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.

e) All the items supplied under this contract shall have warranty of 6 months. The bidder must replace the items when the defect has been raised by the Consignee. In case of non-resolution of the defects, a penalty shall be applicable on the supplier equivalent to the cost of the items, that were found to be defective. Denial to offer services as per above may lead to termination of Contract.

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 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 warehouse to warehouse (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier.

14. Assignment

The supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligation to perform the contract, to any other third party 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 delivered within contractual delivery period 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 penalties/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. In case of unacceptable delay in supply, the Purchaser shall also have the right to cancel the contract with reference to unsupplied items in terms of the contract.

b) 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 mentioned below 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 19 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 on account of the supplier and the 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 on account of supplier and the 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 sub-paragraphs.

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 the said payment and forfeit the performance of security amount furnished by the supplier, as the case may beIn the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the supplier, the Purchaser shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred above from any sum or sums found payable or which at any time thereafter may become payable to the supplier 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 supplier 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 supplier.

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 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.

c) 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 Centers 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 rejected/ignored.

d) 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 85% and the margin of purchase preference shall be 20%. For award of contract, 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 arbitral Tribunal 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. Waiver:

All waivers hereunder must be in writing, and no failure by either party to enforce any rights hereunder will constitute a waiver of such right then or in the future.

30. Amendment:

The Parties shall mutually agree to any amendments and any such modifications, amendment, shall be only through a document in writing signed by the authorized representatives of the parties.

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

The purchaser reserves the right to increase the total quantity of goods 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 bidder during the period of contract subject to a maximum of an additional 25% of the total cost of the tender.

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 Contract

____

[*Signature with date, name and designation*]

for and on behalf of Messrs______________________________

[*Name & address of the manufacturers*]

____

(Seal of the supplier)

Date: ___________________________

Place: ___________________________

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

To

_________________________,

_____________________.

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) -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 EMD			
1.b.	Certificate from Statutory Auditor 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. ***Approximate percentage of local content may be clearly mentioned for each item.***			
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 an 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 fill 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 (E)-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.

SECTION VIII (F)- BANK GUARANTEE FORM FOR BID SECURITY

Whereas ________________________________ (hereinafter called the "Bidder") has submitted its quotation dated ____________________ for the supply of __________________ (hereinafter called the "Bid") against the purchaser's Bid Reference No. ___________________________________ Know all persons by these presents that we ____________________________________of ____________________________________ ____(Hereinafter called the "Bank") having our registered office at ______________________________________are bound unto Sports Authority of India, New Delhi110003 (hereinafter called the "Purchaser) in the sum of _________________________ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this ________________________________day of _________20____. The conditions of this obligation are:

(1) If the Bidder withdraws or amends, breaches the terms and conditions of the tender document, impairs or derogates from the Bid in any respect within the period of validity of this Bid.

(2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of its validity: -

a) Fails or refuses to furnish the performance security for the due Performance of the contract.

or

b) Fails or refuses to accept/execute the Rate Contract.

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

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

____

(Signature of the authorised officer of the Bank)

____

Name and designation of the officer

____

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

SECTION VIII (G)- BID SECURITY DECLARATION

(To be submitted by bidder seeking EMD exemptions)

Bidder's Reference No._______________________ Date………………

To,

The Secretary, Sports Authority of India (SAI),
Jawaharlal Nehru Stadium
(Gate No. 10), Lodhi Road
New Delhi-11003

Ref: Tender Document No……………………….. for …………………………………………………..

Sir/ Madam,

We, the undersigned, solemnly declare that: We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in case the bidder is seeking EMD exemption.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organisation for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

a) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or

b) being notified within the bid validity of the acceptance of our bid by the Procuring Entity:

   i. Refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.

   ii. Fail or refuse to sign the contract.

We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

i. receipt by us of your notification

   (a) of cancellation of the entire tender process or rejection of all bids or

   (b) of the name of the successful bidder or

ii. forty-five days after the expiration of bid validity any extension to it.

(Signature with date) ………………………..

(Name and designation)

Duly authorized to sign bid for and on behalf of……………………….

[name & address of Bidder and seal of company]

Dated on............. day of..............[insert date of signing]

Place…..................................[insert place of signing]

DA:……………………