

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

Telephone: +91-11 - 24368163, 24368393, 24362756 Fax: +9 -11-
24362738 Website: <http://sportsauthorityofindia.nic.in/>

BIDDING DOCUMENT
FOR
RATE CONTRACT (GROUP-I)

Bid Reference No.3(1)/SAI/ES/ RC/2015-2016
/Gr.I/IFB-029

Dated: 10.02.2015

Dates of sale of Bidding Document:	From 10.02.2015 to 25.03.2015 (from 11:00AM to 4:00PM on all working days and upto 1300 hrs on 25.03.2015)
Place of sale of Bidding Documents:	DDO (HQ), Sports Authority of India Jawaharlal Nehru Stadium Complex, Gate No.10, Lodhi Road, New Delhi-110003
Pre Bid Meeting Date & Time:	26.02.2015 at 1100 hrs.
Pre Bid Meeting Venue:	Conference Hall, Sports Authority of India, Jawaharlal Nehru Stadium Complex, Gate No.10, Lodhi Road, New Delhi-110003
Closing date and time for receipt of Bids:	25.03.2015 at 1430 hrs.
Place of receipt of Bids:	To be dropped in Tender Box, placed at ES Division, Sports Authority of India, Jawaharlal Nehru Stadium Complex, Gate No.10, Lodhi Road, New Delhi-110003
Sample Submission Date	12.03.2015 to 24.03.2015(From 11:00AM to 4:00 PM on all working days-ref clause 6-B- ITB)
Date and Time of opening of Techno Commercial Bids:	25.03.2015 at 1500 hrs.

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PART-1

BIDDING DOCUMENTS

SECTION I

**SPORTS AUTHORITY OF INDIA
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Website: <http://sportsauthorityofindia.nic.in/>

Bid Reference No.: **3(1)/SAI/ES/ RC/2015-2016 /Gr.I/IFB- 029** Dated: **10 .02.2015**

INVITATION FOR BIDS (IFB)

1. Sports Authority of India, for and on behalf of the Director General, Sports Authority of India, invites sealed Bids for supply of following items on Rate Contract basis for a period of one year from date of its conclusion:-

Bid reference No.	Brief Description of Goods	Amount of Earnest Money/ Bid Security in Rs.	Bidding Document Cost. (Rs.)
Group-I	Sports Kit items as per details given in section- (Technical Specification)	50,000	1000/-

2. (i) Dates of sale of Bidding Documents From 10.02.2015 to 25.03.2015 (from 11:00AM to 4:00PM and up to 1300 hrs on 25.03.2015)
- (ii) Place of sale of Bidding Documents DDO (HQ), Sports Authority of India, Jawaharlal Nehru Stadium Complex, Gate No.10, Lodhi Road, New Delhi-110003.
- (iii) Pre Bid Meeting Date & Time 26.02.2015 at 1100 hrs.
- (iv) Pre Bid Meeting Venue Conference Hall, Sports Authority of India Jawaharlal Nehru Stadium Complex Gate No.10, Lodhi Road, New Delhi-110003
- (v) Closing date & time for receipt of Bids 25.03.2015 at 1430 hrs
- (vi) Sample Submission Date 12.03.2015 to 24.03.2015 (from 11:00AM to 4:00 PM on all working days -ref clause 6-B of ITB)
- (vii) Time and date of opening of Techno – Commercial Bids : 25.03.2015 at 1500 hrs.

3. Bidding Documents may be purchased on payment of non-refundable cost as tabulated above in the form of account payee Demand Draft/Pay Order/Cashier's Cheque/Banker's Cheque, drawn in favour of "Secretary, Sports Authority of India", payable at "New Delhi".
4. If requested, the Bidding Documents will be mailed by Registered Post/Speed Post to the domestic Bidders, for which extra expenditure per set will be Rs 100 for domestic post. The Bidder is to add the applicable postage cost in the non-refundable mentioned in Para 3 above.
5. Bidder may also download the Bidding Documents from the SAI web site- www.sportauthorityofindia.nic.in and CPP portal of Government of India www.eprocure.gov.in and submit its Bid by utilizing the downloaded document, along with the required non-refundable fee as mentioned in Para 3 above.
6. All prospective Bidders may attend the Pre Bid meeting. The venue, date and time for pre bid meeting is indicated in Para 2 above
7. Bidders shall ensure that their Bids complete in all respects, are dropped in the Tender Box placed in the office of Director (ES), Sports Authority of India, Jawahar Lal Nehru Stadium Complex, Gate No.-10, Lodhi Road, New Delhi-110003 on or before the closing date and time as indicated in the Para 2 above, failing which the Bids will be treated as late and rejected.
8. In the event of any of the above mentioned dates being declared as a holiday / closed day for the purchase organisation, the Bids will be sold/received/opened on the next working day at the appointed time.
9. The Bidding Documents are not transferable.

(Sanjay Saraswat)
Director (ES)
For and on behalf of
Director General, Sports Authority of India.

SECTION - II

INSTRUCTIONS TO BIDDERS (ITB)

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SECTION - II INSTRUCTIONS TO BIDDERS (ITB)

A. PREAMBLE

1. Introduction

- 1.1 Sports Authority of India New Delhi , an autonomous body under Ministry of Youth Affairs & Sports New Delhi, herein after called" SAI" has issued these Bidding Documents for conclusion of Rate Contract for purchase of goods and related services as mentioned in Section - V - "Schedule of Requirements". The Rate Contract so concluded shall be for bona-fide use of all indentors of SAI, Ministry of Youth Affairs & Sports New Delhi, and indentors of state Govt. covered under Rajiv Gandhi Khel Abhiyan across the country.
- 1.2 This section (Section II - "Instruction to Bidders") provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids. It also includes the mode and procedure to be adopted by SAI for receipt and opening as well as scrutiny and evaluation of Bids and subsequent conclusion of Rate Contract.
- 1.3 Before formulating the Bid and submitting the same to the purchaser, the Bidder should read and examine all the terms, conditions, instructions etc. contained in the Bidding Documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Bidding Documents may result in rejection of its Bid.

2. Language of Bid

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

B. BIDDING DOCUMENTS

3. Content of Bidding Documents

- 3.1 In addition to Section I - "Invitation for Bid" (IFB), the Bidding Documents include:
 - Section II - Instructions to Bidders (ITB)
 - Section III - Qualification Criteria & Performance Statement
 - Section IV - Bidding Form
 - Section V - Schedule of Requirements (SOR) for R/C.
 - Section VI - Technical Specifications

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

4. Amendments to Bidding Documents

- 4.1 At any time prior to the deadline for submission of Bids, the purchaser may, for any reason deemed fit by it, modify the Bidding Documents by issuing suitable amendment(s) to it. Prospective bidders are advised to check the same before submission of bids.
- 4.2 *Consequent to the suggestions received during pre-bid meeting, amendments to technical specifications and requirement of samples may be considered for suitable amendments.* Such an amendment will be uploaded on SAI website: <http://sportsauthorityofindia.nic.in> and CPP portal of Government of India www.eprocure.gov.in. Bidders are, therefore, advised to refer to SAI website and CPP portal before submitting bids and samples.

5. Clarification of Bidding Documents

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

C. PREPARATION OF BIDS

6. Documents Comprising the Bid

- 6.1 The **Two Bid System**, i.e. “Techno – Commercial Bid” and “Price Bid” prepared by the Bidder shall comprise the following:

A) **Techno – Commercial Bid (Un priced Bid):**

- i) Bid Security furnished in accordance with ITB clause 12.
- ii) Bid Submission Form as per Section IV (A).
- iii) Power of Attorney in favour of signatory of Bidding Documents
- iv) Bidder /Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer’s Authorisation Form as per Section IV (D).
- v) Power of Attorney in favour of signatory of Manufacturer’s Authorisation Form
- vi) The technical specifications of quoted goods alongwith relevant documents like technical data, literature, drawing etc.
- vii) List of samples of sports goods/equipments item-wise (CD optional) deposited with SAI alongwith self attested photocopy of receipt issued in token of having deposited the samples, as per Annexure-1 (enclosed).
- viii) Sales Tax/VAT Registration and PAN Card No.

- ix) The clause-by-clause commentary on the technical specifications in the T.E. Document vis-a-vis of quoted goods, clearly stating compliance or any variance.
- x) Performance Statement as per Proforma in Section III.
- xi) Certificate of Incorporation of Bidder's Company.
- xii) National Electronic Fund transfer (NEFT) Form as per Section IV (E) for payment in Indian Rupee, if applicable.
- xiii) Complete bid document each page duly stamped & signed.

B) Submission of Samples

- (a) **The bidder should submit Two Nos. (02) Acceptable samples / miniature (wherever applicable-) of each item quoted, conforming to bid specifications, (free of cost) to the purchaser at the following address as per schedule mentioned below:**
 - (i) Director (ES) Sport Authority of India, JNS, Stadium New Delhi – 110003
 - (ii) Samples are to be submitted from 12.03.2015 to 24.03.2015(from 11.00AM to 4.00PM.on all working days).
- (b) Sample should be submitted only for the items quoted. Bids received without samples/miniature (wherever applicable) will not be evaluated and will be summarily rejected.
- (c) Each sample should have a card affixed to it, giving particulars of:-
 - (i) Bidder's Name , & address
 - (ii) Invitation for Bid No.
 - (iii) Date & time of opening of Techno Commercial Bid
 - (iv) Item No. of the schedule
 - (v) Any other description, if necessary
- (d) The sample will be examined and evaluated by the designated Technical Committee of SAI, whose decision will be final.
- (e) One approved sample of successful bidders shall be retained by SAI. Another approved sample would be returned to the successful bidder to be retained by him to ensure supply of the goods as per approved sample. In case any dispute regarding quality of goods supplied arises, the same would be compared with the approved sample so retained by SAI. In case of any deficiency in the supplies are found, the same shall be made good by the supplier as per sample approved by the Technical Committee.
- (f) Un- approved Samples/samples of unsuccessful bidders will be returned to them. It shall be the responsibility of the bidder to collect the samples from SAI at their own expense.

(C) Price Bid:

- 6.1 Price Schedule as per Forms for goods in Section IV (B) is to be filled up with all the details including Make, Model etc. of the goods offered.
- 6.2 All pages of the Bid should be page numbered and indexed.
- 6.3 The authorized signatory of the Bidder must sign the Bid duly stamped at appropriate places and initial all the remaining pages of the Bid.
- 6.4 Bids are to be submitted with catalogue, literature and leaflets in duplicate.
- 6.5 Printed, cyclostyled or such terms and conditions as not appearing in the body of the bid will not be considered as forming part of the bid
- 6.6 Bid sent by e-mail/fax/telex/cable/electronically shall be ignored.
- 6.7 All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/RTGS System. Bidders are required to fill and attach the NEFT Mandate Form attached as per Section-IV (E) along with their offers, if not already executed in SAI. Notification of Rate Contract will not be issued without NEFT Mandate Form.
- 6.8 A Bidder, who does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- 6.9 It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all required documents in addition to above.

7. Bid Currencies

- 7.1 The Bidder supplying indigenous/imported goods available in India shall quote only in Indian Rupees.

8 Bid Prices

- 8.1 The Bidder shall indicate in the Price Schedule provided under Section IV (B) all the specified components of prices shown therein. All the columns shown in the price schedule should be filled in as required. If any column does not apply to a Bidder, same should be clarified as "NA" (means Not Applicable) by the Bidder.
- 8.2 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
 - 8.2.1 For domestic goods or goods of foreign origin available within India, the prices under column 3 in the corresponding Price Schedule in at section IV (B) shall be entered separately in the following manner:

Column 3: The basic price of goods to be quoted should include all applicable duties/levies including Excise duty (if applicable), transportation, Packing, Forwarding, Insurance etc. and freight charges upto consignee's site except VAT/Sales Tax only.

If it is desired by the Bidder to ask for Sales Tax/VAT to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the Bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of sales tax will be developed upon the Buyer.

In the Bids quoting sales tax extra, the rate and the nature of Sales Tax/VAT applicable should be shown separately. Sales tax/VAT will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax/VAT and the same is payable as per the terms of the contract.

Statutory variation in the Rate of Sales Tax/VAT shall be allowed on production of documentary evidence.

8.2.2 Octroi Duty and Local Duties & Taxes:

Detailed conditions in this regard are given under General Conditions of Contract.

9. Firm Price

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

10. Alternative Bids

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

11 Documents Establishing Bidder's Eligibility and Qualifications

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

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

- a) In case the Bidder offers to supply goods, which are manufactured by some other manufacturer, and, the Bidder has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser, the Bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section IV of this document.
- b) The Bidder and manufacturer meets the qualification criteria incorporated in the Section III.

12. Bid Security

12.1 The Bidder shall furnish along with its Bid, Bid Security for an amount as shown in the IFB in Section I. The Bid Security is required to protect the purchaser against the risk of the Bidder's unwarranted conduct as amplified under sub-clause 12.7 below. Non submission of bid security will be considered as major deviation and bid without bid security will not be considered

12.2 In case as per Notification of Government of India, if the Bidder falls in the category of exemption of Bid Security, Bidder should furnish the relevant Notification along with required documents like valid Registration Certificate etc. If no such notification or Registration Certificate is furnished alongwith the bid, bid shall be treated as un-responsive and shall be summarily ignored without any further reference.

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

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

- 12.4 The Demand Draft, Fixed Deposit Receipt or Banker's Cheque shall be drawn on any Commercial Bank in India or country of the Bidder, in favour of the "Secretary, Sports Authority of India", payable at "New Delhi". In case of Bank Guarantee, the same is to be provided from any commercial bank in India or country of the Bidder as per the format specified under Section IV (C) of Bid Documents.
- 12.5 The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the Bid. As validity period of Bid as per Clause 13 of ITB is 180 days, the Bid Security shall be valid for 225 days from the date of opening of Techno - Commercial Bid.
- 12.6 Bid Security of unsuccessful Bidders will be returned to them without any interest, after expiry of the Bid validity period, but not later than forty-five days after conclusion of the resultant Rate Contract. Successful Bidder's Bid Security will be returned without any interest, after receipt of Performance Security from that Bidder.
- 12.7 Bid Security of a Bidder will be forfeited, if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid in any respect within the period of validity of its Bid without prejudice to other rights of the purchaser. The successful Bidder's Bid Security will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required Performance Security within the specified period.

13. Bid Validity

- 13.1 The Bid shall remain valid for acceptance for a period of 180 days (One Hundred and Eighty days) after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected.
- 13.2 In exceptional cases, the Bidders may be requested by the purchaser to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid and they are also to extend the validity period of the Bid Security accordingly. A Bidder, however, may not agree to extend its Bid validity without forfeiting its Bid Security.
- 13.3 In case the day up to which the Bids are to remain valid falls on or subsequently declared a holiday or closed day for the purchaser, the Bid validity shall automatically be extended up to the next working day.

14. Signing and Sealing of Bid

- 14.1 The Bidders shall submit their Bids as per the instructions contained in ITB Clause 6.

- 14.2 Bid shall either be typed or written in indelible ink and the same shall be signed by the Bidder or by a person(s) who has been duly authorized to bind the Bidder to the contract.
- 14.3 The Bid shall be duly signed at the appropriate places as indicated in the Bidding Documents and all other pages of the Bid. The Bid shall not contain any erasure or overwriting, except as necessary to correct any error made by the Bidder and, if there is any such correction; the person signing the Bid shall initial the same. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the Bid.
- 14.4 The Bidder shall submit two copies of its Bid marking them as "Original" and "Duplicate". Duplicate Bid shall contain all pages as per in Original Bid.
- 14.5 Bidding Document seeks quotation following **Two Bid System**, in two parts. First part will be known as '**Techno - Commercial Bid**', and the second part '**Price Bid**' as specified in clause 6 of ITB. Bidder shall seal Original and Duplicate copies of '**Techno - Commercial Bid**' and put them in a cover super scribing '**Techno - Commercial Bid**'. Bidder will seal Original and Duplicate copies of '**Price Bid**', and put them in a cover super scribed '**Price Bid**'. "**Bid reference number**" may be written on both these sealed covers. Both these sealed covers shall be put in a big cover super scribing and writing the "**Bid reference number**" and the address of the SAI on the envelopes. The sentence "**NOT TO BE OPENED before _____**" (The Bidder is to put the date & time of Bid opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, the SAI will not assume any responsibility for its misplacement, premature opening or late opening etc.

D. SUBMISSION OF BIDS

15. Submission of Bids

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

16. Late Bid

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

E. BID OPENING

17. Opening of Bids

- 17.1 The purchaser will open the Bids at the specified date and time and at the specified place as indicated in the IFB in Section-I.
- 17.2 In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for the purchaser, the Bids will be opened at the appointed time and place on the next working day.
- 17.3 Authorized representatives of the Bidders, who have submitted Bids on time may attend the Bid opening provided they bring with them letters of authority from the corresponding Bidders.
- 17.4 Two - Bid system as mentioned in Para 6 and 14 above will be as follows. The **Techno - Commercial Bids** are to be opened in the first instance, at the prescribed time and date as indicated in IFB. The Bids of those bidders shall be evaluated whose samples are found acceptable as per Technical specification of the item quoted. These Bids shall be scrutinized and evaluated by the Purchaser with reference to parameters prescribed in the Bidding Document.
- 17.5 During the Techno - Commercial Bid opening, the Bid opening official(s) will read the salient features of the Bids like brief description of the goods offered, Bid Security and any other special features of the Bids, as deemed fit by the Bid opening official(s). Thereafter, in the second stage, the Price Bids of only the Techno - Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno - Commercial Bid. The prices, special discount if any of the goods offered etc., as deemed fit by Bid opening official(s) will be read out.

F. SCRUTINY AND EVALUATION OF BIDS

18. Preliminary Scrutiny of Bids

- 18.1 The Purchaser will examine the Bids to determine whether they are complete, whether the documents have been properly signed, stamped and whether the bids are generally in order. The Techno- Commercial bids of only those bidders shall be evaluated whose sample(s) are found acceptable conforming to bid specification, by the designated Committee
- 18.2 Prior to the detailed evaluation of Price Bids, the Purchaser will determine the substantial responsiveness of each Bid to the Bidding Document. For the purposes of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents including Technical Specifications without material deviations. However minor deviation and /or minor irregularity and/or minor non-conformity in the Bid, the purchaser may waive the same.
- 18.3 If a Bid is not substantially responsive, it will be rejected by the Purchaser.

19. Qualification Criteria

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

20. Comparison of Bids and Award Criteria.

20.1 For comparison & ranking purpose for evaluation, the comparison of the responsive Bids shall be carried out on Free Delivery at Consignee Site basis, (In main land) taking in to consideration all applicable taxes and duties i.e. on all inclusive basis.

20.2 Bids shall be evaluated on the basis of technically and commercially responsive Lowest (L-1) criteria. In case where the price of L-1 is considered acceptable, but there are not enough firms within the reasonable price range, R/C shall be concluded with L-1 and its price counter offered to all other higher quoting responsive bidders. Those who accept the counter offered prices or below may be awarded parallel rate contracts.

20.3 Where, however, the price of L-1 is not acceptable to the purchaser, SAI reserve 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, Rate Contract with the L-1 bidder shall be concluded. Thereafter counter offers will be made to other higher quoting responsive bidders. Responsive bidders who accept the counter offered rates or quote lower rates shall be awarded Parallel Rate Contracts. The Rate Contract shall be awarded to the responsive Bidders who meet the laid down Qualification Criteria stipulated in the Bid document.

20.4 In case responsive L-1 bidder do not accept the counter offered rates, in that event counter offer would be made to next higher quoting responsive bidder, including L-1 bidder and similar exercise would be repeated.

20.5 While making counter offers to other higher quoting firms, R/C holding firm (L-1) shall be informed that these rates(Rate Contract rates) are being counter offered to other higher quoting bidders, and an opportunity is being provided to him for reduction in prices, if so desired by him. In case of any reduction in price by the firm, same shall be made applicable in respect of supplies made from the date of confirmation letter.

20.6 SAI also reserves the right to arrive at the reasonable L-1 price and to conclude the Rate contract with the bidders falling within a reasonable price band.

G. AWARD OF CONTRACT

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

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

22. Notification for Award of Rate Contract

22.1 Before expiry of the Bid validity period, the purchaser will notify the successful Bidder(s) in writing, by registered / speed post (or by fax/ email & to be confirmed by registered / speed post) that its Bid for goods, which have been selected by the purchaser, has been accepted for award of Rate Contract.

The successful Bidder shall furnish to the purchaser the required Performance Security within fifteen days from the date of issue of Notification for Award of Rate Contract, failing which the bid security will be forfeited and the Notification for Award of Rate Contract may be cancelled. Relevant details about the Performance Security have been provided under GCC (Section VII).

22.2 The successful Bidder shall return the original copy of the Rate Contract, duly stamped, signed and dated, to the purchaser by registered/speed post within fifteen days from the date of issue of the Rate Contract.

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

23.1 Failure of the successful Bidder in providing Performance Security and / or returning Rate Contract copy duly signed in terms of ITB clauses 22 above shall make the Bidder liable for forfeiture of its bid security besides other administrative actions as deemed fit by the Purchaser.

24. Corrupt or Fraudulent Practices.

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

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

SECTION - III

QUALIFICATION CRITERIA

&

PERFORMANCE STATEMENT

(A) QUALIFICATION CRITERIA

Sl. No.	Qualification Criteria
1	Manufacturer should be manufacturing Sports Goods/Equipment mentioned in Bid Documents for the last 3 years with minimum average Annual turnover of ₹200 Lakhs. (Documentary proof like Financial statement or certificate from Chartered Accountant /or equivalent statutory authority of the manufacturer should be furnished)
2	The Manufacturer should be engaged in manufacturing and supplying the sports goods and should have proven past performance of supplying the sports goods satisfactorily worth Rupees one Crore per annum (Average)during the last three years
3	Quality Assurance Certification for manufacture: ISO 9000 or equivalent preferred
4.	The bidder shall submit two acceptable samples/miniature wherever applicable of each item quoted conforming to bid specifications.
5.	After sales/service Network, all over India of Manufacturer / their Agent to provide satisfactory sales/ support service to Purchaser/Consignees located all over India, is preferred. Bidders are to give complete address of their Sales/ Service Centres.
6.	In case Bidder is not a manufacturer, then the Bidder should be an exclusive Agent of manufacturer and in business of supplying the goods for at-least one year. Documentary proof to be attached in this regard.

03. In support of above, the Bidder shall furnish required documents, Performance Statement as per Performa in Section B, etc.

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	Value of order (Rs.)	Date of completion of Contract		Remarks indicating reasons for delay if any	Are the goods supplied functioning Satisfactorily?
					As per contract	Actual		
1	2	3	4	5	6	7	8	9

Signature and seal of the Bidder

Note:

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

SECTION - IV

(A) BID SUBMISSION FORM

Date_____

To

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

Ref.: Your Bidding Document No. _____ dated _____

Sir,

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.

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 04 of Section - VII for due performance of the Rate Contract.

We agree to keep our Bid valid for acceptance for 180 days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period.

We further confirm that, upon conclusion of formal Rate Contract on us, the supply orders placed on us by the designated Indentors against the Rate Contract shall constitute a binding contract between us and the Indentors.

We fully agree to abide by all terms and conditions of General Conditions of Contract as per Section VII.

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

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

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

[Signature with date, name and designation]

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

[Name & address of the manufacturers]

SECTION - IV

(B)

PRICE SCHEDULE

Sl.No.	Brief description of item	Price per Unit : (Inclusive of all taxes/duties including excise duty (if applicable) except ST/CST/VAT/CENVAT) on free delivery at consignee site basis	Sales tax/CST/VAT/CENVAT(if any){% age and value}	All inclusive Unit price (on free delivery at consignee site basis) (3+4)
1.	2.	3.	4.	5.

The prices quoted above are with Warranty period of one year from the date of acceptance by the Consignee

Delivery Period: _____ (Insert delivery period) for each item alongwith cushioning period from the date of placement of supply order against the Rate Contract. (Bidders are advised in their own interest to note that time and date of delivery would be the essence of the contract).

Minimum time required for Incidental Services i.e. Installation, Demonstration and onsite Training period from the date of handing over of site by the Consignee (If required): _____ (Insert time)

Signature of Bidder _____
Name & Designation _____

Place: _____
Date: _____
Note: -

Business Address _____
Seal of the Bidder _____

1. If there is a discrepancy between the unit price and total price the unit PRICE shall prevail.
2. Price under column 3 to be quoted all inclusive except sales tax/CST/VAT/CENVAT etc.

SECTION - IV
(C) BANK GUARANTEE FORM FOR BID SECURITY

Whereas _____ (hereinafter called the "Bidder") has submitted its quotation dated _____ for the supply of _____ (hereinafter called the "Bid") against the purchaser's Bid Reference No. _____ Know all persons by these presents that we _____ of _____ (Hereinafter called the "Bank") having our registered office at _____ are bound unto _____ (hereinafter called the "Purchaser) in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____. The conditions of this obligation are:

- (1) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this Bid.
- (2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of its validity:-
 - a) fails or refuses to furnish the performance security for the due Performance of the contract.
 - or
 - b) Fails or refuses to accept/execute the 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 180 days i.e. for 225 days (180 days + 45 days) from the date of Bid Opening and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorised officer of the Bank)

Name and designation of the officer

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

SECTION -IV
(D) MANUFACTURER'S AUTHORISATION FORM

To

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

Dear Sirs,

Ref. Your Bidding Reference No _____, dated _____
We, _____ who are proven and reputable
manufacturers of _____ (*name and description of the goods offered
in the Bid*) having factories at _____, hereby authorise
Messrs _____ (*name and address of the agent*) to submit a Bid,
process the same further and enter into a Rate 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 Rate Contract.

We also hereby extend our full warranty of one year from the date of acceptance of
goods by Consignee, supplied against the Rate Contract as per Clause 16 of General
Conditions of Contract.

Yours faithfully,

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

[Name & address of the manufacturers]

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

2. Original letter may be enclosed.

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

From: M/s.

Date:

To
Executive Director (Finance)
Sports Authority of India

Sub: NEFT PAYMENTS

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

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATE FORM

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

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

[Name & address of the manufacturers]

Confirmed by Bank

Enclosed a copy of Crossed Cheque

PART-2

SUPPLY REQUIREMENTS

SECTION - V

SCHEDULE OF REQUIREMENTS

1. Rate Contract is an agreement between the purchaser and the supplier for supply of specified goods at specified price and terms & conditions during the period covered under the Rate Contract. No quantity is mentioned nor is minimum drawl guaranteed against the Rate Contract. The Rate Contract is in the nature of a standing offer from the supplier firm.
2. The bids have been invited for conclusion of Rate Contract for a period of one year from the date of its conclusion for bona-fide use of all indentors of SAI, its Regional Offices, Ministry of Youth Affairs & Sports New Delhi, and Indentors of State Govt. covered under Rajiv Gandhi Khel Abhiyan scheme across the country.
3. Hence in order to cater to the needs of indentors, bids are invited for supply of sports goods/sports equipment for the sports disciplines as mentioned under section -VI (Technical specification).
4. The Bidders should quote the best competitive prices for both qualities of goods viz **'Competition' & 'Training'** in the format provided under section-IV (B) and indicate guaranteed monthly rate of supply (item-wise) and time cushion, if any, required for commencement of supplies after placement of supply order.
5. It may be noted that the date of delivery mentioned in supply orders placed against the Rate Contract shall be essence of contract.

SECTION-VI

TECHNICAL SPECIFICATIONS

Technical Specification for Sports Kit Items

S.No.	Item	Grade - A (For Competition)	Grade - B (For Training)
		Specification	Specification
1.	Track-Suit	Track Suits of imported/best material with inner lining mesh. Clima cool/clima dry fit or equivalent sweat absorbent; warp knit and preferably full sublimation soft printing & SAI Logo, one pocket each on sides, good quality Zip & elastic on the cuffs. Open bottom with durable & superior quality elastic/open with string at the waist & also having at least one pocket on each side	Super poly with cloth lining inside. For Upper: Ribs on the waist & cuffs with folded collars. For Lower: Open bottom with durable & superior quality elastic with Doris at the waist. Stitched Nylon thread interlocking & over locking and granted fast colour with SAI (LOGO) and name of SAI.
2.	Warm-Up Shoes	Warm up shoe of reputed company or made of high quality upper breathable material with mesh and PVC/ plastic Rubber/EVA or equivalent sole. Padded color and washable. ii) Good arch cushion/pads be provided in midsole. iii) Outside portion be made of flexible PVC/high quality sole.	1. The upper should be made of synthetic leather with nylon meshes, lightweight, Breathable durable & Comfortable material. 2. The quoted sample preferably be in accordance with specification set by FDDI, for both the soles and the upper materials.
3.	T-Shirts	T.Shirt of best/imported brand clima cool/ clima dry fit or equivalent sweat absorbent with full sublimation soft printing and colour. It should have a pocket on left side and logo of SAI.	T.Shirt of knitted superior quality cloth with collars containing 75% cotton and 25% manmade/ Synthetic fibers measuring 200 GSM with SAI insignia (LOGO).
4.	Socks	Sock of high quality cotton, top quality elastic, skin friendly material having double toe and heel.	Good Quality cotton & lycra mixed thick skin friendly material having double tow & heel.
5.	Game-shoe	i) Game shoe of reputed company or brand made of high quality material. ii) Upper should be breathable material and lower PVC/ Plastic	Upper- Synthetic leather material and Light weight mesh.

		Rubber/ EVA or equivalent sole. iii) Padded support/ cushion, light color and of washable material. iv) Designs according to needs of various disciplines	Sole - Natural Non -marking Rubber with EVA. Designs according to needs of various disciplines
6.	Playing Kits	i) Clima cool/ clima dry fit or equivalent sweat absorbent with full sublimation. ii) Short/Skirt made up of good quality, sweat absorbent cloth with inner mesh, front zip and side pockets for shorts. Design according to needs of various disciplines.	Made of superior quality polyester fabric (padded shoulder), soft material with SAI insignia (LOGO) Collars with soft cloth and designs as per requirement of various disciplines
7.	Kit Bag	Kit bag of Water proof, heavy matty/ Tarpaulin cloth of Equivalent without wheel, minimum length-22", width-10", and Depth/ height- 10" with side pockets.	Size- 11" x 22" with side pocket and SAI Logo. Made of Tetron (Waterproof), mentioning the name of SAI, Pocket for water bottle and chains, zips, inner pockets.

1. **Technical Specifications and quality standards of the items quoted should conform to latest technical specifications as laid down by the concerned National/ International Sports Federations**
2. **Samples (02 Nos. of each item) are to be submitted conforming to technical specification as laid down for "Competition" and "Training" categories wherever required.**

PART-3

CONTRACT

SECTION - VII
GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITION OF RATE CONTRACT:

Rate Contract is an agreement between the purchaser and the supplier for supply of specified goods at specified price and terms & conditions during the period covered by the Rate Contract. No quantity is mentioned nor is minimum drawl guaranteed in the Rate Contract. The Rate Contract is in the nature of a standing offer from the supplier firm. The firm and /or the purchaser are entitled to withdraw/cancel the Rate Contract by serving an appropriate notice on each other. However once a supply order is placed on the supplier for supply of definite quantity in terms of the rate contract during the validity period of rate contract, that supply Order becomes a valid and binding contract between the Purchaser and supplier (R/C holding firm).

2. APPLICATION:

This Rate Contract and Supply Orders placed against the Rate Contract shall be governed by the General Conditions of contract. This Rate Contract shall be operated the all indentors of SAI, its Regional Offices, Ministry of Youth Affairs & Sports New Delhi, and Indentors of State Govt. covered under Rajiv Gandhi Khel Abhiyan scheme across the country. The names and addresses of Indentors are enclosed as Annexure- III.

3. Notification for Award of Rate Contract

- 3.1 Before expiry of the Bid validity period, the purchaser will notify the successful Bidder(s) in writing, by registered / speed post or by fax/ email to be confirmed by registered / speed post that it's Bid for goods, which have been selected by the purchaser, has been accepted, for award of Rate Contract.

The successful Bidder shall furnish to the purchaser the required Performance Security within fifteen days from the date of issue of Notification for Award of Rate Contract, failing which the bid security will be forfeited and the Notification for Award of Rate Contract may be cancelled. Relevant details about the Performance Security have been provided under GCC under Section VII.

- 3.2 The successful Bidder shall return the original copy of the Rate Contract, duly stamped, signed and dated, to the purchaser by registered/speed post within fifteen days from the date of issue of the Rate Contract.

4. PERFORMANCE SECURITY:

- 4.1 Within fifteen (15) days from date of the issue of Notification of Award of Rate Contract by the purchaser, the Rate Contract holding firm, shall furnish

performance security to the purchaser for an amount of Rs. 2.0 Lakhs (Rupees two Lakhs only) towards due performance of the supply orders placed against the Rate Contract by the indentors. Initially the Bank Guarantee shall be provided by the Rate Contract holding firm valid for a period of 18 months from the date of award of Rate Contract. However, the Performance guarantee is required to remain valid for a period of 60 days beyond the date of completion of all contractual obligations, including warranty obligations against supply orders placed against the Rate Contract. The purchaser will release the Performance Security after getting No Demand Certificate (NDC) from all the Indentors/consignees concerned, without any interest to the Rate Contract holder.

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

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

Failure of the successful Bidder in providing Performance Security and / or returning Rate Contract copy duly signed in terms of ITB clauses 22 and 23 above shall make the Bidder liable for forfeiture of its bid security and, also, for further administrative actions by the purchaser as deemed fit.

6. PERIOD OF RATE CONTRACT:

The period of Rate Contract shall be 12 months from the date of its conclusion. The purchaser reserves the right to renew/extend the Rate Contract with the supplier at expiry of Rate Contract at the same rates & terms and conditions subject to satisfactory performance and mutual agreement, for a further period upto 12 months after expiry of Rate Contract. In that case performance security bank guarantee shall have to be extended suitably.

7. PLACEMENT OF SUPPLY ORDER:

- 7.1 The Rate Contract shall remain in force for the period as indicated above. A supply order may be placed by the authorised Indentors as mentioned in Annexure -I, upto the last date of the currency of the rate contract. Delivery date in the supply order need not necessarily fall within the currency of the rate contract but it can go beyond it depending upon the terms of delivery stipulated in the rate contract or in specifically agreed condition of delivery in respect of particular supply order. No extension of validity period of the rate contract itself is required when deliveries against outstanding supply orders continue even after expiry of the validity period. The rate contract will remain alive for the purpose of delivery for all the stores ordered during the currency of the rate contract until deliveries have been completed.

7.2 The Purchaser /Indentors (indicated in the Annexure-III to Rate Contract), reserve the right to place the supply order on any other supplier(s) during the rate contract period. While placing supply order, Indenter will indicate delivery period keeping in view his requirement and delivery period quoted by the Rate Contract holding firm. Rate Contract holding firm while acknowledging the supply order shall confirm the delivery date by which the stores will be supplied, depending upon the delivery period/rate of supply (Qty) offered per month and pendency of SUPPLIES against orders earlier received by him.

In case the delivery date confirmed by the Rate Contract holding firm is not acceptable, the Indenter shall be at liberty to withdraw the supply order and place the same on other R/C holding firm.

7.3 The Purchaser shall place Supply Order in the prescribed format as given in Annexure-II, with a clear understanding that the expenditure involved in procuring the stores (Including cost of stores, duties and taxes, freight, and other incidentals if any) has received the sanction of the Competent Financial Authority and that the funds are available under proper Head of Accounts in the year in which the total cost will be paid.

7.4 All the supply orders would be considered as separate contracts between the Purchaser and the Supplier (Rate Contract holding firm) as per terms and conditions given in the Rate Contract.

The responsibility for placing Supply Orders against the R/C, making payment to the supplier (after deducting liquidated damages or without liquidated damages as the case may be), legal issues, legal disputes, resolution of disputes and other liabilities shall rest with the respective Purchase Officer who places the supply order against the RC

7.5 In case of special/emergent circumstances, purchaser may resort to purchase the same items from other sources also, without intimating the Rate Contract holding firms.

8. ACKNOWLEDGEMENT OF THE SUPPLY ORDER AND DELIVERY:

8.1 The Contractor should accept the Supply order within 07 days of its receipt. In case contractor fails to give such intimation within 7 days it shall be presumed that the contractor has accepted the Supply order.

8.2 In case of any deficiency with regard to the Rate, specification, taxes, duties and delivery period etc., given in the supply order, the Contractor shall bring it to the notice of officer placing the supply order, within 07 days of the receipt of supply order, for due rectification. The effective date of supply

order shall be the date when all clarifications have been received by the contractor and delivery period shall commence accordingly.

9. PACKING AND MARKING:

The packing for the goods to be supplied by the supplier should be strong and durable enough to withstand transit hazards, without limitation. Each package should be clearly marked to indicate Description and Quantity of Stores, Name and Address of the Consignee, Gross weight, the size and volumes of the packing cases, Supply Order No., Date and Name of the Contractor.

10. INSPECTION TESTING AND QUALITY CONTROL:

- 10.1 The Contractor should satisfy them-selves that the stores are in accordance with the terms of the Contract and fully conform to the required specification by carrying out a thorough pre-inspection of each lot of the stores before actually delivering the store to the consignee.
- 10.2 In normal course the Stores will be supplied by the contractor on the basis of Manufacturers own Pre-despatch Inspection Certificate. However, purchased goods accepted by the purchaser/consignee and/or its authorized representative during inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the Rate Contract.
- 10.3 However, in case any Indentor/consignee desires to have the stores inspected before despatch, he should make a specific note in the supply order and the following exercise shall be undertaken for pre-despatch inspection of the stores:
- 10.3.1 The Purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications incorporated in the contract. The Purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging of Purchaser and/or its nominated representative(s) will be borne by the Purchaser and/or its nominated representative(s).
- 10.3.2 For such inspections and tests which are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- 10.3.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the Purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.

- 10.3.4 If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the Purchaser under the terms & conditions of the contract.
- 10.3.5 The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above.
- 10.3.6 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/Purchaser's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC.
- 10.4 Upon receipt of the stores by the consignee, the Purchaser/Consignee or his authorized representative will inspect the stores whether the same is as per contract specifications and upon acceptance of the store, will issue the Inspection and Acceptance Certificate certifying receipt of stores in full qty. and good condition clearly indicating Shortages/breakages, if any, for recovery of appropriate amount from the Contractor's bills.
- 11. Receipt of Stores & Notification of Shortages and Damage:**
The Consignee is responsible for verifying at the time of taking delivery from the Carrier/Supplier that the stores have been received in full and good condition without loss or damages. If there are any deficiencies, the same should be endorsed in the inspection and acceptance certificate for effecting appropriate recoveries while making payment by the paying authority/officer.
- 12. Consignees Right of Rejection:**
Notwithstanding the fact that the stores have been inspected and accepted by the consignee upon receipt, it shall be lawful for the consignee to reject the store or any part thereof within 30 days from the date of acceptance of the store by the consignee, if such stores or any part thereof is not in all respects in conformity with the terms & conditions of the rate contract.
- 13. TERMS OF DELIVERY:**
Goods shall be delivered by the supplier in accordance with the terms of delivery of Rate Contract i.e. free delivery at consignee's premises within the main land.
- 14. TRANSIT INSURANCE:**
The contractor will be fully responsible till the entire stores contracted for arrive in good condition at destination/consignee site. The transit risk in this respect may be covered by the contractor by getting the stores duly insured, if

he so desires. The insurance cover shall be obtained by the contractor in his own name only.

15. INCIDENTAL SERVICES:

Subject to the stipulation, if any, in Schedule of Requirements (Section - V) and the Technical Specification (Section - VI), the supplier shall be required to perform the following services:

- i) Installation and Demonstration of the goods (wherever applicable)
- ii) On Site Training of Consignee's Staff (if applicable).
- iii) Supplying required number of operation & maintenance manual for the goods

16. GURRANTEE/WARRANTY:

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

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

16.3 The supplier shall, promptly (say within 15 days) repair or replace the defective goods or parts thereof, free of cost, at the destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter.

16.4 If the supplier, having been notified, fails to rectify/replace the defect(s) promptly, the purchaser may proceed to take such remedial action(s) as deemed fit by him, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.

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

16.6 "That the goods shall be free from any defect, rendering them unmerchantable, which would be apparent on reasonable examination of the sample."

17. PRICES: The prices shall remain firm and fixed during the currency of Rate Contract.

18. TAXES, DUTIES & OCTROI:

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

18.2 OCTROI DUTY, LOCAL DUTY & TERMINAL TAXES:

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

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

19. TERMS AND MODE OF PAYMENT:

A. Payment Terms

100% Payment shall be made after inspection and acceptance of the stores by the consignee, subject to recoveries, if any, by way of liquidated damages or any other charges, recovery towards shortages, breakages etc. as per terms & conditions of contract, against the following documents :

- (i) Inspection & Acceptance certificate issued by consignee as per Performa in section VIII of this Bid document.
- (ii) Supplier' invoice showing contract number, goods description, quantity, unit price and total amount.
- (iii) Packing list identifying contents of each package;

B. Paying Authority/officer:-

The payment of goods supplied will be made by the paying officer of concerned purchaser placing the supply order and expenditure is to be booked against his accounts.

19.2 The supplier shall not claim any interest on payments under the contract.

19.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.

19.4 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to the Purchaser. While claiming payment the firm shall furnish following certificate alongwith the bill:-

- 19.4.1 "I/we certify that there has been no reduction in sale price of the material of description identical to the material supplied under the Rate Contract herein and such material has not been offered and sold by me/ us to any person/organization including the purchaser, or to any Department of the Central Govt. /State Govt., any statutory undertaking of the Central or State Govt. as the case may be, upto the date of bill/date of completion of supplies against all supply orders placed during the currency of the rate contract at a prices lower than the prices charged under the rate contract.
- 19.4.2 "Certified that the goods on which Sales Tax has been charged have not been exempted under the Central Sales Tax Act or State Sales Tax Act or the rules made there under and the charges on account of Sales Tax on these goods are correct under the provisions of that Act or the Rules made thereunder. Certified further that we (or our branch or (Agent)..... (Address)..... are registered as dealers in the state of Under Registration No. for the purpose of Sales Tax."
- 19.5 All payments against the supply orders will be made in Indian Rupee through National Electronic Fund Transfer (NEFT)/RTGS systems as per the NEFT Mandate Form attached as per Section-IV (E).

20. Remedies available to Purchaser for delay in supply / Non-Supply for which supplier is responsible

The supplier shall deliver the goods and perform the services under the contract within the time schedule mutually agreed between purchaser and supplier and specified by the purchaser as incorporated in the contract.

In case of delay in supply/non-supply, the purchaser has the following options depending upon the circumstances of the case:-

- i. To extend the delivery period imposing liquidated damages and other denial clauses.
- ii. To withdraw the supply order after expiry of the stipulated delivery period and cover the demand against any other parallel Rate Contract holding firm and
- iii. **To apprise SAI HO about the non-materialisation of supplies against the order placed, so as to forfeit the performance security to the extent of 10 %(including taxes etc.) of the value of supply order, from the Performance Security submitted by the Rate Contract holding firm, and also to record bad performance of the firm to be kept in view while awarding the next Rate Contract.**

21 EXTENSION OF DELIVERY PERIOD

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

for completion of supplier's contractual obligations by issuing an amendment to the contract.

21.1 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:

- (a) The purchaser shall recover from the supplier, under the provisions of the clause 25 (Liquidated damages) of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
- (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax/CST/VAT/CENVAT, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
- (c) But nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/CST/VAT/CENVAT, Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

21.2 The supplier shall not despatch the goods after expiry of the delivery period. The supplier is required to apply to the purchaser for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

22. REVOCATION/CANCELLATION OF RATE CONTRACT:

Since, the rate contract is a standing offer and is merely a document embodying various terms of the standing offer made by the contractor for acceptance by the purchaser, either party namely, the R/C holder/ the Purchaser can legally revoke/cancel the Rate Contract at any time during the currency of the Rate Contract giving a notice of 30 days. The revocation of the Rate Contract on the part of the R/C holder shall take effect 30 days from the date of the communication of revocation is received by the Purchaser. The cancellation of the rate contract by the Purchaser shall take effect 30 days from the date of issue of letter notifying the short -closure.

23. PURCHASERS RIGHT TO SHORTCLOSE THE RATE CONTRACT:

Since the rate contract is a standing offer and is merely a document embodying various terms of the standing offer made by the Contractor, the purchaser i.e. SAI can legally cancel the Rate Contract at any time during the currency of the Contract by serving a suitable notice of 30 days. The revocation/cancellation of the Rate Contract shall take effect immediately, thereafter. Any supply order placed after the date of cancellation of the Rate Contract should not be taken up by the contractor for execution.

The purchaser i.e. SAI has its option to negotiate prices with the Contractor so as to bring the R/C prices in line with the Market prices, whenever market fluctuation affects prices abnormally. If the negotiation fails, then the Rate Contract will be foreclosed and fresh Rate Contract will be concluded separately.

24. Removal of Rejected Material:

If any material is rejected by the Purchaser or his authorized agent after tests and inspection or by the consignee, the material so rejected shall be removed from the premises by the supplier at his own cost. Such rejected material shall under all circumstances lie at the risk of the Supplier from the moment of such rejection; and if such material is not removed by the Supplier within a period of 30 days, the Purchaser or his authorized Agent or consignee may dispose of such material in any way at the Supplier's risk and cost and retain such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal. Purchaser shall, also be entitled to recover handling and storage charges for the period during which the rejected material is not removed.

25. Liquidated damages

Subject to the provision of Force Majeure under GCC, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the purchaser shall, without prejudice to other rights and remedies available to the purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of total cost of stores 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.

26 Force Majeure

26.1 Notwithstanding the provisions contained in GCC clauses 18,19 and 25, 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.

- 26.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non - performance or delay in performance. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.
- 26.3 If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 26.5 In case due to a Force Majeure event the purchaser is unable to fulfil its contractual commitment and responsibility, the purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

27. Fall Clause

a) If the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly. Other parallel rate contract holder, if any, are also to be given opportunity to reduce their price as well, by notifying the reduced price to them and giving them 15 (fifteen) days time to intimate their revised prices, if they so desire, in a sealed cover to be opened in public on the specified date and time and further action taken as per standard practice.

28. Withholding and lien in respect of sums claimed.

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Purchaser shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, the Purchaser shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts

or if no security has been taken from the Contractor, the Purchaser shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at anytime thereafter may become payable to the Contractor under the same contract or any other contract with the Purchaser or the Government, pending finalization or adjudication of any such claim and that The Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

29. Award of rate contract does not confer any right on the rate contract holding firm for automatic placement of order from the indenter.
30. Award of rate contract also does not confer any right to rate contract holding firm to use name of SAI/ logo on their letter head, calendars, diary's etc. and sports equipment and declare themselves as official suppliers of SAI.
31. Performance of rate contract holding firm shall be taken into consideration while awarding next rate contract.

32. Patent Right:

The supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design right arising from use of the Goods or any part thereof in India. In the event of any claim asserted by a third party or infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser 'country, the supplier shall act expeditiously to extinguish such claim. The purchaser shall not be held responsible for any kind of liability what so ever.

33. Resolution of disputes

- 33.1 If dispute or difference of any kind shall arise between the purchaser and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 33.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/ Consignee and Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration. In case of supply orders placed by SAI & Ministry of Youth Affairs & Sports New Delhi Indentors the Sole Arbitrator would be appointed by the Director General (Sports Authority of India). The venue of Arbitration would be decided by the DG, SAI. In case of supply orders placed by RGKA Indentors, or any other authority against SAI Rate Contract the Sole Arbitrator would be appointed by Head of the Concerned Department placing the supply order, and venue of

arbitration would be decided by the concerned authority. The award of the arbitrator will be final and binding on the parties to the Contract.

33. Jurisdiction

All question, disputes or differences arising under or out of or in connection with the contract, if concluded, shall be subject to the exclusive jurisdiction of the court within the local limits of whose jurisdiction the place from which the Supply Order has been issued.

34. Applicable Law

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

SECTION - VIII

(A) CONTRACT AGREEMENT CONTRACT FORM

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

Contract No _____

Dated _____

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

1. Name & address of the Supplier (Rate 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 Rate 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 Rate 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) Rate Contract valid upto:

(iii) Prices:

(ii) Details of Performance Security:

(v) Warranty Period:

(vi) Payment terms:

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

Received and accepted this Rate Contract

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

[Name & address of the manufacturers]

(Seal of the supplier)

Date: _____

Place: _____

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

To
Sports Authority of India,

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

Date: [insert date (as day, month, and year) of Notification of Award]
Rate Contract No. _____

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

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

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number]

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

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

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

This Guarantee shall expire not later than the [insert number] day of [insert month] [insert year], and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

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

SECTION - VIII
(C) INSPECTION & ACCEPTANCE CERTIFICATE

Certified that the following store(s) has/have been received in full & good condition as per the Technical Specifications and terms & conditions of Supply Order and Rate Contract

- 1). Rate Contract No. & Date : _____
- 2) Name and Address of Indentor : _____
- 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)

Bid Reference No.

**SPORTS AUTHORITY OF INDIA
(EQUIPMENT SUPPORT DIVISION)**

LSIT OF SAMPLES SUBMITTED

S. No.	Name of item	Brand name of samples	Quantity

Name and Address of Bidder: M/s _____

Date of receipt of samples: _____

Name of designation of the:
Receiving Officer _____

Signature of the Receiving Officer: _____

Date : _____

SUPPLY ORDER AGAINST THE SAI RATE CONTRACT

Office of the

File No.....

Date

To,

M/s

.....

**Sub: Supply Order No. dated. for supply of
 against SAI Rate Contract No. dated.....
 Period of SAI Rate Contract from to**

Dear Sirs,

This order which is intended for the supply of the stores detailed in the schedule below, in accordance with the terms and conditions of the SAI Rate Contract mentioned above and in the manner specified herein, shall operate to create a specific contract between the Contractor (M/s) of the one part and the (Name of the purchaser) on the other part.

2. Description of stores/goods ordered:

S.No.	Item No. of Rate Contract	Description of Goods	Unit/No.	Rate per Unit/No.	Total Qty.	Total Cost

3. Terms of Delivery:

4. Prices: The prices indicated above are firm and fixed (inclusive of all duties etc. except VAT/ST if applicable)

5. Sales Tax: (Indicate rate of Sales Tax/VAT, if applicable)

6. Date of Delivery:

7. Designation & complete address and Telephone No./e-mail ID of the consignee:

8. Payment Terms

10. Name and address of officer who will make payment:

Please sign and return a copy of this Supply Order within 07 days from the date of receipt (duly stamped and signed) in token of its acceptance and confirm delivery date for completion of supplies. You are also requested to supply the stores within delivery period. Please acknowledge receipt.

Yours faithfully,

()

Name & designation of the signatory of Purchaser

Copy to:-

1. Consignee
2. Paying officer

**Sports Authority of India
(Equipment Support Division)**

List of Authorized Officer (S) to place supply orders against SAI Rate Contract:

1. All designated officers of SAI Head Office New Delhi [Director & above].
2. All designated officers of Ministry of Youth Affairs & Sports New Delhi [Director & above].
3. The Under secretary (RGKA) - mission Directorate -RGKA New Delhi.
4. All District Magistrates of the area concerned covered under RGKA Scheme.
5. All designated officers of SAI Regional Centres [Director & above].
6. All Administrators of SAI stadia at Delhi.