

Sports Authority of India

JAWAHARLAL NEHRU STADIUM COMPLEX,
GATE NO.10, LODHI ROAD, NEW DELHI-110003
Telephone: +91-11 – 24368163, 24362777

Website: <http://sportsauthorityofindia.nic.in/> & <http://eprocure.gov.in/eprocure/app>

E-Bidding Document

for supply of T-Shirts

(Short Term “Advertised Tender”)

Bid Reference No. 3(21)/SAI/GAD-II/2016-17

Dated: 15.07.2016

CRITICAL DATE SHEET

Published Date	16 July, 2016	(12.00 Noon)
Bid Document Download / Sale Start Date	16 July, 2016	(01:00 PM)
Bid Submission Start Date	16 July, 2016	(02.00 PM)
Bid Submission End Date	22 July, 2016	(02.00 PM)
Bid Opening Date	22 July, 2016	(03.00 PM)

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PART-1

BIDDING PROCEDURE

SECTION I

SPORTS AUTHORITY OF INDIA
JAWAHARLAL NEHRU STADIUM COMPLEX
GATE NO.10, LODHI ROAD, NEW DELHI-110003
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Bid Reference No. 3(21)/SAI/GAD-II/2016-17

INVITATION FOR ONLINE BIDS (IFB)

For supply of T-Shirts
 (Short Term “**Advertised Tender**”)

Sports Authority of India, for and on behalf of the Director General, Sports Authority of India **invites online Bids** on **two bid system** for supply of following Items:

1. **Manual bids shall not be accepted.**

Brief Description of Goods	Amount of Bid Security (Rs.)	Amount of Bid Cost (Rs.)
T-Shirts – as per Specifications	21,000/-	500/-
Payment: Scanned copy of Bid Cost & Bid Security are to be uploaded online and Hard Copy of same must be sent to the Director (GAD), 2nd Floor, SAI Head Office on or before Bid Submission End Date & Time as mentioned in Critical Date Sheet. Bids received without Bid Cost will be rejected.		

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2. Bidder may also download the Bidding Documents from the web site- www.sportauthorityofindia.nic.in & CPP Portal of Govt. of India i.e. <http://eprocure.gov.in/eprocure/app> Bidders shall ensure that their Bids, complete in all respect should be uploaded online before the closing date and time as indicated in the critical date sheet above on CPP Portal <http://eprocure.gov.in/eprocure/app> .
3. Bids shall be submitted online only at CPPP website: <http://eprocure.gov.in/eprocure/app> . Tenderers/Bidders are advised to follow the instructions provided in the 'Instructions to the Bidder/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app> .
5. Tenderer who has downloaded the tender from the Central Public Procurement Portal (CPPP) website: <https://eprocure.gov.in/eprocure/app> and SAI website www.sportauthorityofindia.nic.in **shall not tamper/modify the tender form including downloaded price bid template in any manner.** In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and EMD/Bid Security would be forfeited and tenderer is liable to be banned from doing business with SAI.
6. Intending tenderers are advised to visit again CPPP website <https://eprocure.gov.in/eprocure/app> and SAI website www.sportauthorityofindia.nic.in prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

(Sanjay Saraswat)
Director (GAD)
For and on behalf of
Director General, SAI

Copy to:-

1. AD to DG, SAI - for information please.
2. Speed Post/E-mail to list of known Bidders

SECTION – II INSTRUCTIONS TO BIDDERS (ITB)

A. PREAMBLE

1. Introduction

- 1.1 The Purchaser has issued these Bidding Documents for purchase of goods and related services as mentioned in Section – V – “Schedule of Requirements”, which also indicates, *interalia*, the required delivery schedule, terms and place of delivery.
- 1.2 This section (Section II - “Instruction to Bidders”) provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids. It also includes the mode and procedure to be adopted by SAI for receipt and opening as well as scrutiny and evaluation of Bids.
- 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).
 - Section VI – Technical Specifications
 - Section VII – General Conditions of Contract (GCC)
 - Section VIII – 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.

5. Clarification of Bidding Documents

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 immediately

C. PREPARATION OF BIDS

6. Documents Comprising the Bid

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

A) **Technical Bid (Un priced Bid):**

[Upload online the scanned copies in PDF format].

- i. Bid Cost as indicated Section-I.
- ii. Bid Security furnished in accordance with ITB clause 12.
- iii. Bid Submission Form as per Section-IV (A).
- iv. Power of Attorney in favour of signatory of Bidding Documents.

- v. Bidder/Agent/Distributor or stockist who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorisation Form as per Section IV (D).
- vi. Proof of submission of Samples.
- vii. Sales Tax/VAT Registration and PAN Card No.
- viii. National Electronic Fund transfer (NEFT) Form as per Section IV (E) for payment in Indian Rupee, if applicable.
- ix. All documents as mentioned in Qualification Criteria, Section-III(A).

B) Price Bid:

[Upload online in prescribed PDF format as per Sec.-IV (B) of Bidding Document].

Price Schedule as per Forms for goods in Section-IV(B) is to be filled up with all the details.

- 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 All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/RTGS System. Bidders are required to fill and attach the NEFT Mandate Form attached as per Section-IV (E) along with their offers, if not already executed in SAI. Notification of Award will not be issued without NEFT Mandate Form.
- 6.5 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.
- 6.6 It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all required documents in addition to above.

C) Submission of Samples

- (a) The bidder should submit one (01 No.) acceptable sample both side printed as per drawing enclosed, conforming to bid specifications, (free of cost) to the purchaser i.e. Director (GAD), 2nd Floor, SAI Head Office before 04:00 PM, by 21.07.2016.
- (b) Bids received without samples will not be evaluated and will be summarily rejected.
- (c) The sample will be examined and evaluated by the designated Technical Committee of SAI, whose decision will be final.
- (d) Approved sample of successful bidders shall be retained by SAI. 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 any deficiency in the supplies is found, the same shall be made good by the supplier as per sample approved by the Technical Committee.
- (e) Un- approved 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.

7. Bid Currencies

Bidder shall quote only in Indian Rupees.

8 Bid Prices

- 8.1 Rates quoted should include all levies/duties/taxes/Cess etc. i.e. on all inclusive basis.

8.2 Octroi Duty and Local Duties & Taxes:

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

9. Firm Price

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

10. Alternative Bids – "NOT APPLICABLE"

11 Documents Establishing Bidder's Eligibility and Qualifications

- 11.1 Pursuant to ITB clause 6, the Bidder shall furnish, as part of its Bid, relevant details and documents establishing its qualifications to perform the Contract if its Bid is accepted.
- 11.2 The documentary evidence needed to establish the Bidder's qualifications shall 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 will without Bid Security not be considered

Bid security must be submitted to the Purchaser before bid submission end date and time.

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 along with 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 90 days, the Bid Security shall be valid for 135 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 thirty days after conclusion of the resultant 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 90 days (Ninety 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 of Bid

- 14.1 The Bidders shall submit their Bids as per the instructions contained in ITB Clause-6.
- 14.2 Bid shall be typed 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 and upload in PDF format.
- 14.3 The bid shall be duly signed at the appropriate place as indicated in the Bidding Documents and all other pages of the Bid. The Bid shall not contain any erasure or overwriting. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the Bid.
- 14.4 Bidding Document seeks quotation following **Two Bid System**, in two parts. First part will be known as '**Technical Bid**', and the second part '**Price Bid**' as specified in clause-6 of ITB.

D. SUBMISSION OF BIDS

15. Submission of Bids

Online bids have been invited and bidder should submit their bid as per instructions given for on line submission under Section II-B.

E. BID OPENING

16. Opening of Bids

- 16.1 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.
- 16.2 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.
- 16.3 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 acknowledgement letter of bid submission at CPPP website: <https://eprocure.gov.in/eprocure/app>.
- 16.4 Two - Bid system as mentioned in Para-6 & 14 above will be as follows. The **Technical Bids** are to be opened in the first instance, at the prescribed time and date as indicated in IFB Critical Date Sheet. During the Technical Bid opening, the Bid opening official(s) will read the salient features of the Bids like brief description of the goods offered, Bid Security and any other special features of the Bids, as deemed fit by the Bid opening official(s).

F. SCRUTINY AND EVALUATION OF BIDS

17. Preliminary Scrutiny of Bids

- 17.1 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.
- 17.2 These Bids shall be scrutinized and evaluated by the Purchaser with reference to parameters prescribed in the Bidding Document. In the first instance technical bids shall be evaluated. Samples of only those bidders shall be evaluated whose technical bid is found responsive.
- 17.3 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 and whose sample are found acceptable as per Technical Specification.
- 17.4 Thereafter, in the second stage, the Price Bids of only those bidders shall be opened for further evaluation on a notified date, who are found Technically responsive and also their sample is found acceptable (as decided in the first stage). The prices, special

discount, if any, of the goods offered etc., as deemed fit by Bid opening official(s) will be read out.

- 17.5 However, minor deviation and/or minor irregularity and/or minor non-conformity in the Bid, the purchaser may waive the same.
- 17.6 If, a Bid is not substantially responsive, it will be rejected by the Purchaser.

18. Qualification Criteria

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.

19. Comparison of Bids and Award Criteria.

- 19.1 For comparison for ranking purpose for evaluation, the comparison of the responsive Bids shall be carried out with Price on all inclusive basis.
- 19.2 The contract may be awarded to the lowest responsive Bidder who meets the laid down Qualification Criteria and submits the required documents and accept other terms & conditions of Invitation for Bid.

G. AWARD OF CONTRACT

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

- 20.1 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 Contract, without incurring any liability, whatsoever to the affected Bidder or Bidders.

21. Notification for Award /Contract

- 21.1 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 Contract.

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

- 21.2 The successful Bidder shall return the original copy of the Contract, duly stamped, signed and dated, to the purchaser immediately.

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

- 22.1 Failure of the successful Bidder in providing Performance Security and / or returning Contract copy duly signed in terms of ITB clauses 21 above shall make the Bidder liable for forfeiture of its bid security besides other administrative actions as deemed fit by the Purchaser.

23. Corrupt or Fraudulent Practices.

- 23.1 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.

"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.”

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

At the time of awarding the contract or during the currency of the Contract, the Purchaser reserves the right to increase or decrease by up to twenty-five (25) per cent, the quantity of goods and services mentioned in the schedule (s) in the “Schedule of Requirements” (rounded off to next whole number) without any change in the unit and other terms & conditions quoted by the Bidder.

SECTION-II-B

Instructions for Online Bid Submission

1. 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> .

2. REGISTRATION

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

3. SEARCHING FOR TENDER DOCUMENTS

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

4. PREPARATION OF BIDS

- (i). Bidder should take into account corrigendum/amendment/modification published on the tender document before submitting their bids.
- (ii). Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii). Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG

formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

- (iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

5. SUBMISSION OF BIDS

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

6. ASSISTANCE TO BIDDERS

- (i) Any query 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 contact person indicated in the tender.
- (ii) Any query relating to the process of online bid submission or query relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The Contact number for the helpdesk is 1800 3072 2232. Foreign bidder can get help at +91-7878007972, +91-7878007973.

SECTION – III
QUALIFICATION CRITERIA
&
PERFORMANCE STATEMENT

SECTION– III**(A) QUALIFICATION CRITERIA****1. The bidder should be a manufacturer/authorised distributor/stockist or agent of the manufacturer**

S. No.	Qualification Criteria
1	The Manufacturer should be engaged in manufacturing and supplying Liveries/ similar goods and should have proven past performance of supplying these goods satisfactorily worth Rs.10 lakhs per annum (Average)during the last three years ending March 2016
2	In case Bidder is not a manufacturer, then the Bidder should be authorised Distributor stockist or Agent of manufacturer, (who should be manufacturing liveries/similar goods for the last three (03) years ending March, 2016 with average annual proven past performance of supplying these goods worth rupees 10 lakhs,) and should be in business of supplying the goods for at-least one year. Documentary proof to be attached in this regard.
3	The bidder shall submit one acceptable sample conforming to bid specifications.

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 _____

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

We further confirm that, if our Bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 3, in Section - VII for due performance of the contract.

We agree to keep our Bid valid for acceptance for 90 days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

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

We agree to Fall Clause vide Clause-21 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 are competent to contract and 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

S.No.	Brief description of item	Qty. (in Nos.)	Rate per Unit (all inclusive)		Total Price (all inclusive) (Rs.)	
			With Company's Logo (not more than 2 inch x 1 inch)	Without Company's Logo	With Company's Logo (not more than 2 inch x 1 inch)	Without Company's Logo
1.	2.	3.	4(a).	4(b).	5(a).	5(b).
1.	T-Shirt round neck, Half Sleeves, DRY FIT, GSM-160 (White Colour), with printing as per design enclosed of following sizes: (i). Medium Size – 1000 (ii). Large Size – 3300 (iii). XL Size – 1500 (iv). XXL Size – 200	6000				

Delivery Period: To be supplied by 28.07.2016 positively. Delivery period is essence of the Contract. Delivery of the goods shall not be accepted after Contract Delivery period.

Place: _____

Date: _____

Signature of Bidder _____

Name & Designation _____

Business Address _____

Seal of the Bidder _____

Note: -

1. If there is a discrepancy between the unit price and total price the unit PRICE shall prevail.
2. Price under column 4 & 5 to be quoted on all inclusive basis.

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 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 90 days i.e. for 135 days (90 days + 45 days = 135) 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/office at _____, hereby authorise Messrs _____ (*name and address of the agent*) to submit a Bid, process the same further and enter into a contract with you against your requirement as contained in the above referred Bidding Documents for the above goods manufactured by us.

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.

**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

Part I:

S. No.	Brief description of item	Qty. (in Nos.)
1.	2.	3.
1.	T-Shirt round neck, Half Sleeves, DRY FIT, GSM-160(White Colour), with printing on both sides as per design enclosed, of following sizes:	
(i).	Medium Size	1000
(ii).	Large Size	3300
(iii).	XL Size	1500
(iv).	XXL Size	200

Part II: Required Date of Delivery by 28.07.2016 positively. Date of delivery is essence of the Contract and delivery of the goods shall not be accepted after this date i.e. 28.07.2016.

Part III :

Required Terms of Delivery:- Free Delivery at Consignee Site.

Part-IV: Consignee Details:

S. No.	Consignee
1.	Asstt. Director, GAD Sports Authority of India, Jawaharlal Nehru Stadium (Gate No. 10), Lodhi Road, CGO Complex, New Delhi – 110003. Tel. Phone: 011 - 24362777 E-mail:

SECTION-VI
TECHNICAL SPECIFICATIONS

“NOT APPLICABLE”

PART-3

CONTRACT

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

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SECTION - VII
GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

1.1 The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same is not superseded by Schedule of Requirements under Section V and Technical Specification under Section - VI of this document.

2. Country of Origin

The word "origin" incorporated in this clause means the place from where the goods are manufactured, produced or processed.

3. Performance Security

3.1 As security for the due performance, observance and fulfilment of all obligations, terms, conditions, representations, warranties and covenants of the Supplier under the Bidding documents, the Supplier shall furnish within three (3 days) days from date of the issue of Notification of Award by the Purchaser, the Supplier, shall furnish performance security to the Purchaser for an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty days after (60) from the date of completion/acceptance of supplies by the consignee(s).

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

3.3 The Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations subject to adjustment of all amounts/losses/damages/recoveries/penalties payable to the Purchaser and claims of Purchaser, there from.

3.4 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).

3.5 Purchaser shall be entitled to forfeit/invoke or otherwise adjust the Performance Security without notice to the Supplier, if the Supplier fails to perform or commits breach of any of its obligations or the terms and conditions of the Bidding Documents. For the avoidance of doubt, Purchaser may draw from the Performance Securities any costs, expenses, losses, damages or compensation arising out of any such breach/damage or failure.

4. Technical Specifications and Standards

The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications mentioned in 'Technical Specifications' under Sections-VI of this document.

5. Packing and Marking

The packing for the goods to be provided by the supplier should be strong and durable enough to withstand transit hazards, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

6. Inspection, Testing and Quality Control

6.1 The Supplier should satisfy himself 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 same to the Supplier.

6.2 In normal course the Stores will be supplied by the Supplier 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 -11 of GCC.

6.3 The Purchaser's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by Purchaser's inspector during pre-despatch inspection mentioned above.

7. Terms of Delivery

Goods shall be delivered by the Supplier in accordance with the terms of delivery specified in the contract.

8. Insurance: "DELETED"

9. Incidental services: "NOT APPLICABLE"

10. Despatch Documents for Goods imported from abroad: "NOT APPLICABLE"

11. Warranty

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.

12. Prices

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

13. Taxes, Duties and Octroi.

13.1 Supplier shall be entirely responsible for all taxes, duties, levies etc. incurred until delivery of the contracted goods to the purchaser

13.2 Octroi Duty, Local Duties & Terminal Taxes etc.:

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

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

14. Terms and Mode of Payment

14.1 Payment Terms

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner:

Hundred percent (100%) payment of the contract price subject to recoveries / liquidated damages/shortages etc., if any, shall be paid on receipt of goods in good condition and upon submission of the following documents:

- (i) Supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Inspection & Acceptance Certificate, as per Section VIII (C) in original issued by the authorized representative of the consignee;
- (iii) Packing list identifying contents of each package;

14.2 The Supplier shall not claim any interest on payments under the contract.

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

14.4 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.

14.5 All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/RTGS systems as per the NEFT Mandate Form attached as per Section-IV (E).

15. Delay in the supplier's performance – "NOT APPLICABLE".

16. Liquidated damages - "NOT APPLICABLE"

17. Termination for default

17.1 The Purchaser, without prejudice to any other contractual rights and remedies available to it (the purchaser), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract.

17.2 Unless otherwise instructed by the purchaser, the supplier shall continue to perform the contract to the extent not terminated.

18. 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, 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.

19. Force Majeure – "NOT APPLICABLE"

20. Termination for convenience

20.1 The Purchaser reserves the right to terminate the contract, in whole or in part for its (purchaser's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the purchaser. The notice shall also indicate 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.

20.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser may decide:

- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
- b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

21. Fall Clause

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

22. 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 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 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.

23. Resolution of disputes

- 23.1 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.
- 23.2 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/ Purchaser and a Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration, appointed to be the arbitrator by the Director General (Sports Authority of India). The award of the arbitrator will be final and binding on the parties to the Contract.
- 23.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi, India.
- 23.4 The courts of New Delhi will have the exclusive jurisdiction to try the disputes.

24. 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 FOR SUPPLY

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

Contract No _____

Dated _____

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

1. Name & address of the Supplier: _____
2. Purchaser's Bidding Document No _____ dated _____ and subsequent Amendment No _____, dated _____ (if any), issued by the purchaser.
3. Supplier's Bid No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the supplier and the Purchaser in connection with this Bid.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:
 - (i) General Conditions of Contract;
 - (ii) Schedule of Requirements;
 - (iii) Technical Specifications;
 - (iv) Bid Form furnished by the supplier;
 - (v) Price Schedule(s) furnished by the supplier in its Bid;
 - (vi) Manufacturers' Authorisation Form (if applicable for this Bid);
 - (vii) Purchaser's Notification of Award
5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

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

Schedule No.	Brief description of goods	Accounting unit	Unit Price	Quantity to be supplied	Total price	Terms of delivery

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

Total value (in figures) _____ (In words) _____

- (ii) Delivery schedule:
- iii) Details of Performance Security:
- (iv) Consignee:
- (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

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

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

Date: [insert date (as day, month, and year) of Notification of Award]

and Contract No. _____

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

Beneficiary: 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 Contract No. [insert number] dated [insert day and month], [insert year] with you, for the supply of [description of Goods and related Services] (hereinafter called "the Contract").

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

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

This Guarantee shall expire no later than the [insert number] day of [insert month] [insert year], and any demand for payment under it must be received by us at this office on or before that date.

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

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

SECTION – VIII

(C) INSPECTION & ACCEPTANCE CERTIFICATE

Certified that the following store(s) has/ have been received in full & good condition as per the contract specifications and terms & conditions of contract. The equipment has been installed and commissioned and onsite training for operation of equipment has been provided by the supplier free of cost wherever applicable:

- 1) Contract No. & Date : _____
- 2) Supplier's Name & Address : _____
- 3) Consignee : _____
- 4) Description of the items supplied : _____
- 5) Quantity Supplied & Received : _____
- 6) Date of Receipt by the Consignee : _____
- 7) Damages/Shortages/Recoveries : _____
- 8) Remarks, if any : _____

- 9) Ledger Entry Details : _____
(including Page No.)

() () ()

Signatures of Inspection & Acceptance Committee Members

Counter signed by Head of the Centre

Date: _____

Place: _____

(Seal)



BACK

