



Rate Contract

For

Procurement of Sports Kit for Eklavya Khel
Kendra (Centre of Excellence) under Sports
Authority of Jharkhand, Ranchi.

Sports Authority of Jharkhand,

Birsa Munda Football Stadium, Morhabadi, Ranchi, Gate No 28, Ranchi –
834008, Jharkhand.

SECTION I – INVITATION FOR BID (IFB)

Sports Authority of Jharkhand, (Department of Tourism, Art-Culture, Sports and Youth Affairs) Govt. of Jharkhand**Birsa Munda Football Stadium, Gate No 28, Morhabadi, Ranchi – 834008, Jharkhand.****Email: sajha9@gmail.com****Tender Notice**

NIT No. 01/PR/SAJHA/2023-24

Dated: 30.05.2023

Sports Authority of Jharkhand, Morhabadi, Ranchi invites Sealed Tenders in two parts Part-I (Technical Bid) and Part-II (Price Bid) from the eligible and reputed Bidders having good experience of following similar type of works and having sound financial status: -

Name of the Work	Earnest money to be deposited in Rs./-	Cost of Bid Document (Non-Refundable in Rs./-)	Time of Supply	Place of Supply
Rate contract for Procurement of Sports Kit for Eklavya Khel Kendra (Centre of Excellence) under Sports Authority of Jharkhand, Ranchi.	₹2,02,000/- (Two Lakh two thousand Only) EMD in the form of Demand Draft in favour of Sports Authority of Jharkhand, Morabadi, Ranchi, Payable at Ranchi.	₹6,000/- (Six Thousand Only) BOQ Cost in the form of Demand Draft in favour of Sports Authority of Jharkhand, Morabadi, Ranchi, Payable at Ranchi.	As required	Ranchi
Availability of tender documents on Website of this Sports Authority of Jharkhand i.e: www.sajha.in	From 31.05.2023 to 06.07.2023			
Last date and time for submission of Tender	Up to 06.07.2023 up to 01:00 p.m.			
Date, time and venue for opening of Tender Part-I (Technical Bid)	At 03:00 p.m. on 06.07.2023 Office of the Executive Director, Sports Authority of Jharkhand, Birsa Munda Football Stadium, Morhabadi, Ranchi			
Date and time for opening of tender Part-II (Price Bid)	will be communicated later on			
Tendering Officer and address for communication	Executive Director, Sports Authority of Jharkhand, Birsa Munda Football Stadium, Morhabadi, Ranchi.			

- The Tender document containing detailed terms & conditions, Specification etc. can be downloaded from the website: www.sajha.in .
- Eligible and interested bidders may submit their bid at office of the Executive Director, Sports Authority of Jharkhand, situated at Birsa Munda Football Stadium, Morhabadi, Ranchi as per the above time schedule. A Demand Draft of ₹6,000/- as bid document fee is to be attached with the tender at the time of submitting the tender document.
- Corrigendum/Amendments to this tender also shall be uploaded on this website and Published in the Newspapers only. Price Bid of only technically qualified bidders, will be opened at a later date. Technically qualified bidders will be informed the date of price bid opening separately.
- The Executive Director, Sports Authority of Jharkhand, Ranchi reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.

Sd./-
Executive Director,
Sports Authority of Jharkhand.
Morhabadi, Ranchi.

SECTION II – INSTRUCTIONS TO BIDDERS (ITB)

A. PREAMBLE

1. Introduction

- 1.1 The Purchaser has issued these Bidding Document 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 the Purchaser for receipt and opening as well as scrutiny and evaluation of Bids and subsequent placement of contract.
- 1.3 Before formulating the Bid and submitting the same to the purchaser, the Bidder should read and examine all the terms, conditions, instructions etc. contained in the Bidding Documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Bidding Documents may result in rejection of its Bid.

2. Language of Bid

The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the Bid exchanged between the Bidder and the 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

In addition to Section I – “Invitation for Bid” (IFB), the Bidding Documents includes:

1. Section II – Instructions to Bidders (ITB)
2. Section III – Qualification Criteria
3. Section IV – Bidding Form
4. Section V – Schedule of Requirements (SOR)
5. Section VI – Price Schedule
6. Section VII – General Conditions of Contract (GCC)
7. 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, modify the Bidding Documents by issuing suitable amendment(s) to it.
- 4.2 Such an amendment will be uploaded on the website of this Sports Authority of Jharkhand i.e. www.sajha.in and published in the newspapers.

5. Clarification of Bidding Documents

A Bidder requiring any clarification on any issue of the Bidding Documents may take up the same with the Purchaser in writing. The Purchaser will respond in writing to such request provided the same is received by the Purchaser not later than Three (03) days prior to the prescribed original date of submission of Bid.

C. PREPARATION OF BIDS

6. Documents Comprising the Bid

The bidders have to submit bids in **Two parts**. i.e., "Technical Bid" and "Price Bid". Documents prepared by the Bidder shall comprise the following:

A. Technical Bid:

In the technical bid the bidder must submit the following documents: -

- i. Demand Draft on account of Bid document Fee
- ii. Demand Draft on account of EMD
- iii. Form Tech 1 – Bid Submission Form
- iv. Form Tech 2 – Bidder's Information
- v. Form Tech 3 – Declaration for blacklisting and authorised signatory
- vi. Form Tech 4 – Declaration for accepting terms and conditions of bidding document
- vii. Form Tech 5 – Declaration of Annual turnover
- viii. Form Tech 6 – Compliance to Technical Specification
- ix. Copy of certificate of registration of the firm with appropriate authority
- x. Copy of PAN card
- xi. Copy of GST Registration Certificate

Note: -(1) The Bidders have to submit one sample or Catalogue sample (free of cost) of the Items mentioned in the Section-V (Schedule of requirements), on or before 01:00 p.m. on 06.07.2023, the date of opening of technical bids, conforming to bid specifications to the SAJHA. If the sample of all the items (as per schedule of requirement) is not submitted as per the above time schedule, the bid will not be considered.

(2) The technical bid shall not include any financial information. Such a bid shall be summarily rejected.

B. Price (Financial) Bid:

Financial offer should be submitted in the format given in Section - VI of the bid document.

- i. Price quoted should be in Indian Rupees.
- ii. The unit price quoted shall be landed cost of delivering the goods at the office of Executive Director, Sports Authority of Jharkhand, Morhabadi, Ranchi. The price quoted shall be inclusive of all transportation fees, customs, duties, taxes, insurance, currency conversion, crating and handling and payment fees.
- iii. Financial bid must be submitted as per the financial bid/BOQ format defined in the bidding document.
- iv. The price quoted shall be inclusive of all applicable taxes.
- v. It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all required documents in addition to above, if any.
- vi. All pages of the Bid should be page numbered and indexed.
- vii. The authorized signatory of the Bidder must sign the Bid duly stamped at appropriate places and initial all the remaining pages of the Bid.
- viii. 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.

7. Bid Currencies

7.1 All the prices should be quoted only in Indian Rupees.

8. Bid Prices

8.1 Additional information and instruction on Duties and Taxes:

- 8.1.1 At the time of final negotiation, the bidder must indicate separately the relevant GST likely to be paid in connection with delivery of completed goods specified in bidding document. In absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of bids.
- 8.1.2 If a Bidder is exempted from payment of GST up to any value of supplies from them, he should clearly state that no such GST will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of GST, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable the seller to obtain exemptions from taxation authorities.

- 8.1.3 Any changes in Good Service Tax levied by central/state/local governments such as CGST & SGST on the final product upward as a result of any statutory variation taking place within the contract period shall be allowed reimbursement by the purchaser, to the extent of actual quantum of such duty/tax paid by the bidder. Similarly, in case of downward revision in GST, the actual quantum of reduction of GST shall be reimbursed to the purchaser by the bidder. All such adjustments shall include all reliefs, exemptions, rebates, concession etc, if any, obtained by the seller. Section 64A of sales of goods act will be relevant in this situation.
- 8.1.4 Good Service Tax levied by central/state/local governments such as CGST & SGST on final product will be paid by the purchaser on actuals, based on relevant documentary evidence. Taxes and duties on input items will not be paid by buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their product

9. Firm Price

- 9.1 The prices quoted by the Bidder shall remain firm and fixed during the contract and not subject to variation on any account. However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in ITB Clause 8 will apply.

10. Alternative Bids

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

11. Documents Establishing bidder's Eligibility and Qualifications

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

12. Bid Security (Earnest Money Deposit)

- 12.1 The Bidder shall furnish along with its Bid, Demand Draft on account of Bid Security (EMD) for 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.
- 12.2 **In case as per Jharkhand Procurement Policy-2014 (as amended time-to-time), if the Bidder falls in the category of exemption of Bid Security (EMD) e.g MSME firms, it should furnish the relevant Notification along with required documents like valid Registration Certificate etc.**
- 12.3 The Bid Security shall be furnished in Demand Draft forms
- 12.4 The Demand Draft, shall be drawn on any Commercial Bank in India of the Bidder, in favour of the "Sports Authority of Jharkhand, Morabadi, Ranchi", payable at "Ranchi".
- 12.5 The Bid Security shall be valid for a period of One hundred eighty (180) days beyond the validity period of the Bid.
- 12.6 **Unsuccessful Bidder's Bid Security will be returned to them without any interest, after successful conclusion of the resultant contract. Successful bidder's earnest money will be returned without any interest, after receipt of performance security from that Bidder.**
- 12.7 Bid Security of a Bidder will be forfeited, if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid in any respect within the period of validity of its Bid without prejudice to other rights of 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.
- 12.8 Bids not accompanied with Bid Security shall not be accepted and rejected.

13. Bid Validity

- 13.1 **The Bid shall remain valid for acceptance for a period of 180 days (One hundred 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. During this period the purchaser can give purchase order any time. After receipt of such purchase order, the seller will have to supply the required items as per required for Centre.**
- 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 Bidding Document seeks quotation in two parts. First part will be known as “**Technical Bid**”, and the second part “**Price Schedule**” as specified in clause 6 of ITB. Bidder shall seal Original and Duplicate copies of “**Technical Bid**” and put them in a cover super scribing “**Technical Bid**”. Bidder will seal Original copy of “**Price Schedule**”, and put them in a cover super scribed “**Price Schedule**”. “**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 “Sports Authority of Jharkhand, Morhabadi, Ranchi.” 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 “Sports Authority of Jharkhand, Morhabadi, Ranchi.” 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 have to submit the bid 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 submitted to the Office of the Executive Director, Sports Authority of Jharkhand, Morhabadi, Ranchi. Address 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.

17 Submission of Sample

- 17.1 **The Bidders have to submit one sample (free of cost) of the Items mentioned in the Section-V (Schedule of requirements), on or before 01:00 p.m. on 06.07.2023, the date of opening of technical bids, conforming to bid specifications to the SAJHA. If the sample of all the items (as per schedule of requirement) is not submitted as per the above time schedule, the bid will not be considered.** A self-attested photocopy of list of samples to be submitted by the bidder must be enclosed along with the Techno- Commercial Bid.
- 17.2 **Each Sample should be tagged with brand name, article No and Barcode. Rate should not be mentioned in the Sample in any condition.**
- 17.3 Approved sample of successful bidder shall be retained by the Consignee. In case of any dispute regarding quality of goods supplied arises, the same shall be compared with the sample so retained by the Consignee. 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 Consignee.
- 17.4 The Samples of unsuccessful bidders will be returned. It shall be the responsibility of the bidder to collect the samples from Consignee.

18 Submission of EMD & Tender Fee

- 18.1 Tender fee, Earnest Money deposit (EMD) shall be deposited till 01:00 pm on 06.07.2023 at the office of Executive Director, Sports Authority of Jharkhand, Morhabadi, Ranchi. Birsa Munda Football Stadium, Morhabadi, Ranchi. Only those tenders will be entertained whose cost of tender/BOQ and Earnest money deposit is received till 01:00 p.m. on 06.07.2023

E. BID OPENING

19 Opening of Bids

- 19.1 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.

- 19.2 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.
- 19.3 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. Two - Bid system as mentioned in Para 6 and 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. These Bids shall be scrutinized and evaluated by the Purchaser with reference to parameters prescribed in the Bidding Document. During the Technical Bid opening, the Bid opening official(s) will read the salient features of the Bids like brief description of the goods offered, Delivery Period, Bid Security and any other special features of the Bids, as deemed fit by the Bid opening official(s). Thereafter, in the second stage, the Price Bids of only the Technical Bid acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical Bid.
- 19.4 Bids should be summarily rejected, if tender is not submitted through online or Sample and original EMD are not submitted within stipulated date/time.

F. SCRUTINY AND EVALUATION OF BIDS

20 Preliminary Scrutiny of Bids

- 20.1 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.
- 20.2 Prior to the detailed evaluation of Price Bids, the Purchaser will determine the substantial responsiveness of each Bid to the Bidding Document. For purposes of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents including Technical Specifications without material deviations. However minor deviation and /or minor irregularity and/or minor non-conformity in the Bid, the Purchaser may waive the same.
- 20.3 If a Bid is not substantially responsive, it will be rejected by the Purchaser.

21 Eligibility Criteria

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

22 Conversion of Bid currencies to Indian Rupees

- 22.1 All bidders are required to convert the prices of product in Indian Rupees which are imported from outside India as per the exchange rates of Reserve Bank of India available on their website, as on the day prior to bid submission date.

23 Evaluation for total requirement

- 23.1 The bidder shall be required to quote for all items. The final evaluation will be done on the basis of amount quoted item wise under the price schedule.

24 Comparison of Bids and Award Criteria.

- 24.1 The contract may be awarded to the lowest responsive Bidder who accepts all other conditions of Bid Document and meet the Qualification Criteria and the technical requirement.
- 24.2 The Purchaser reserves the right to give the price preference/purchase preference as per the instruction in vogue while evaluating, comparing and ranking the responsive Bids. The Bidders claiming the same should enclose the concerned Notification of Govt. of India Along with other relevant documents so as to establish their claim for such preferences.

G. AWARD OF CONTRACT

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

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.

26 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.

27 Notification of Award

- 27.1 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 & services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, quantity of the goods & services, and delivery period, corresponding prices accepted. The successful Bidder must furnish to the Purchaser the required Performance Security within 15 days from the date of despatch of this notification, failing which the bid security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided under GCC Clause 3 under Section VII.
- 27.2 **If the L1 Bidder fails to supply the Items in the given time then the L2 Bidder will be given offer to supply only at the L1 rate and if L2 doesn't agree then subsequently the offer to supply at L1 rates will be given to L3 Bidder and so on.**
- 27.3 The Notification of Award shall constitute the conclusion of the Contract.

28 Issue of Contract

- 28.1 Promptly after Notification of award, the Purchaser will mail the Contract Agreement as per Section VIII, duly completed and signed, in duplicate, to the successful Bidder by registered / speed post.
- 28.2 The successful Bidder shall return the original copy of the contract, duly signed and dated, to the Purchaser by registered/speed post within 7 days from the date of issue of the contract.
- 28.3 The Purchaser reserves the right to issue the Notification of Award supplier wise and schedule wise.

29 Non-receipt of Performance Security and Contract by the Purchaser

Failure of the successful Bidder in providing Performance Security and / or returning contract copy duly signed in terms of ITB clauses 25 and 26 above shall make the Bidder liable for forfeiture of its bid security and, also, for further actions by the Purchaser against it as per the clause 15 of GCC – Termination of default in Section VII and also other administrative actions as per merits of the case.

30 Corrupt or Fraudulent Practices

It is required by all concerned namely the Consignee/Bidders/Suppliers etc to observe the highest standard of ethics during the Supply 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 in competing for, or in executing the contract.

SECTION III – ELIGIBILITY CRITERIA

S.No.	Criterion	Documentary Evidence Required
1.	The bidder must be a company/partnership firm/proprietorship firm duly registered under company's act/registrar of firms by Government of India/State Government since last 5 years as on the bid submission date.	Enclose copy of Certificate of Incorporation/Registration issued by relevant authority in India. *
2.	Bidder must have minimum average annual turnover of INR 30 Lakhs (Thirty Lakhs) in last three financial years. (2020-21, 2021 -22 and 2022-23)	<ol style="list-style-type: none"> 1. Details to be provided as per <i>Form Tech 5</i> of the bidding document 2. Statutory Auditor's Certificate (i.e., 2020-21, 2021 -22 and 2022-23) that provides the information explicitly as per the criterion. 3. Statutory auditor's certificate is mandatory. Providing balance sheet or financial statements is not sufficient for this requirement. 4. Income tax return of last 3 years.
3.	The Bidder Must have minimum 03 (three) Years of experience in the similar work i.e. supplying of Sports Kit as per section -V to the state Government/Central Government/PSU.	Enclose Supply order from concerned Department/Institution.
4.	The bidder should not have been debarred / blacklisted by any State Government / Central Government / PSU for any reason as on bid submission date.	Enclose Notary Affidavit regarding blacklisting (<i>Refer Form Tech 3</i>).
5.	The bidder must not have been bankrupt or insolvent.	The bidder shall provide a solvency certificate from its banker.
6.	The bidder should have a valid GST number and should have registered under GST	Enclose copy of GST Registration certificate and GST Return Certificate of last financial quarter.
7.	The Bidder must submit sample of each item till 01:00 pm on 06.07.2023 the date of opening of technical bid. If the quality of sample provided doesn't comply with the specifications mentioned in the bid document, the bid will be technically disqualified and financial bid of such bidders will not be opened.	Along with the sample the bidder shall submit the lab certificate from NABL/ILAC accredited or authorised labs of Government of India/Jharkhand State Government to prove conformity of products to the specification.

Note: * Bidder who are registered as Sole proprietorship can submit Income Tax Return Certificate for last 5 years.

SECTION III (A) – TECHNICAL CHECKLIST

List of documents to be submitted along with the bid

Si. No.	Description of Documents	Criteria fulfilled and document submitted		
		Yes	No	Not Applicable
1.	Certificate of Incorporation/Registration issued by relevant authority			
2.	Declaration for accepting terms and conditions of Bidding Document (Form Tech 4)			
3.	Original DD/Banker's cheque for EMD			
4.	Photocopy of GST Registration certificate			
5.	Photocopy of last GST Return			
6.	Photocopy of PAN Card			
7.	Statutory Auditor's Certificate (i.e., 2020-21, 2021 -22 and 2022-23) that provides the information explicitly for the Turnover of the Bidder of last three financial years.			
8.	Submission of Samples. (compliance to Technical specifications)			
9.	Is the quality of the samples is as per the specification mentioned in the Bid Document?			
10.	Notary affidavit regarding non-blacklisting and authorisation			
11.	Solvency certificate from its Banker			

SECTION IV –FORMS

Form Tech 1: BID SUBMISSION FORM

To,
Executive Director,
Sports Authority of Jharkhand,
Morhabadi, Ranchi.

Date:

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 180 days (One hundred eighty 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 clause Fall Clause at S. No. 19 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]

Form Tech 2: BIDDER'S INFORMATION

Details of the bidder:		
1	Name of the bidder	
2	Address of the bidder	
3	Status of the Company (Public Ltd. / Private. Ltd.)	
4	GST No.	
5	Incorporation/registration date of the Company	
6	Permanent Account No. (PAN)	
7	Name and Designation of the Contact person to whom all references shall be made regarding this bid	
8	Contact Detail of contact person	
9	Email Address of contact person	

Form Tech 3: DECLARATION FOR BLACKLISTING AND AUTHORIZATION (in the form of Notary Affidavit)

To,

Date:

Executive Director,
Sports Authority of Jharkhand,
Morhabadi, Ranchi.

Sir,

Subject: Bidding document dated: for “ Rate Contract for Procurement of Sports Kits for Eklavya Khel Kendra (Centre of Excellence)”.

I have carefully gone through the Terms & Conditions mentioned in the referred bidding document. I hereby declare that my company / firm is not currently debarred/ blacklisted by any State Government / Central Government / PSU or any other Government Institution in India. I further certify that I am the authorised signatory to sign on behalf of my company and make this declaration.

Or

I declare the following

S.No.	Blacklisted / debarred by State Government / Central Government / PSU	Reason	Date on which blacklisting/ debarment notification was issued

(NOTE: In case the company / firm was blacklisted previously, please provide the details regarding Period for which the company / firm was blacklisted and the reason/s for the same)

Yours faithfully

(Signature of the bidder)

Name:

Designation:

Seal:

Date:

Business Address:

Form Tech 4: DECLARATION FOR ACCEPTING TERMS AND CONDITIONS OF BIDDING DOCUMENT

To,

Date:

Executive Director,
Sports Authority of Jharkhand,
Morhabadi, Ranchi.

Sir,

Subject: Bidding document dated: for “ Rate Contract for Procurement of Sports Kits for Eklavya Khel Kendra (Centre of Excellence)”.

I have carefully gone through the Terms & Conditions mentioned in the above referred bidding document. I declare that all the provisions of this bidding document are acceptable to my company. I further certify that I am an authorized signatory of my company and am therefore, competent to make this declaration.

Yours faithfully,

(Signature of the bidder)

Name:

Designation:

Seal:

Date:

Business Address:

Form Tech 5: DECLARATION OF ANNUAL TURNOVER

To,
Executive Director,
Sports Authority of Jharkhand,
Morhabadi, Ranchi.

Date:

Sir,

Subject: Bidding document dated: for “ Rate Contract for Procurement of Sports Kits for Eklavya Khel Kendra (Centre of Excellence)”.

I hereby declare that; our firm's Annual Turnover is as follows. The Statutory Auditor's certificate is attached for your reference.

Financial Year	Annual Turnover (in INR)
F. Y. 2020 – 21	
F. Y. 2021 – 22	
F. Y. 2022 – 23	

Yours faithfully,

(Signature of the bidder)

Name:

Designation:

Seal:

Date:

Business Address:

Form Tech 7: COMPLIANCE TO TECHNICAL SPECIFICATIONS

To,
Executive Director,
Sports Authority of Jharkhand,
Morhabadi, Ranchi.

Date:

Sir,

Subject: Bidding document dated: for “ Rate Contract for Procurement of Sports Kits for Eklavya Khel Kendra (Centre of Excellence)”.

I hereby declare that all the items proposed by our company / firm are meeting the technical specifications defined in this subject Bidding Documents.

Yours faithfully,

(Signature of the bidder)

Name:

Designation:

Seal:

Date:

Business Address:

SECTION V – SCHEDULE OF REQUIREMENTS**1. Indicative Technical Specifications**

TECHNICAL SPECIFICATION OF SPORTS KIT FOR CENTRE OF EXCELLENCE			
S.No.	Name of Items	Specification	Tentative Requirement
1.	Track Suit	Track Suit of reputed Specified brand Adidas made of 100% Polyester with mesh inner lining. Upper: Sweat absorbent warp knit and preferably full sublimation soft printing with YKK or equivalent best quality zip, best quality elastic wherever required & SAJHA Logo. Lower: Open bottom (latest model) with durable & superior quality elastic with dori at the waist & also having two side pocket and preferably one at the back with zip.	404 Set.
2.	T- Shirt (Men/Women)	T- Shirt of reputed Specified brand Adidas made of high quality polyester or equivalent sweat absorbent material with full sublimation soft printing, rib collar and logo of SAJHA.	404 Pcs.
3.	Warm Up Shoes	Warm up shoe of reputed Specified brand Adidas made of high quality upper breathable, washable material and rubber sole with proper cushioning layer, with proper Heal & Toe protection curve.	404 Pair.
4.	Shorts/ skirts (Jersey Set)	Made of good quality sweat absorbent cloth with inner mesh & two side pocket for shorts.	404 Set.
5.	Socks	Made of high quality skin friendly cotton material, top quality elastic, having double toe & heel.	404 Pair.
6.	Kit Bag	Made of good quality water proof material preferably with wheel and trolley, size (minimum: 22"L X 10"W X 10" H), side pockets for water bottle etc. & SAJHA Logo.	404 Pcs.
7.	Blazer & Pant	<u>Blazer</u> – Material –Woollen Fit – Regular fit Long sleeves <u>Pant</u> – Material – Polyester blended Fit – Regular fit	404 Set.
8.	Pump Shoe	Synthetic material, Heel, Slip on suitable for formal dress Branded Like Mochi, Bata etc.	202 Pair
9.	Cap	Cap of reputed Specified brand Adidas made of 100% Cotton twill, Pre-curved brim, soft Feel, Adjustable strap-back closure. Colour as per buyer's requirements.	404 Pcs.

Bidders will have to submit samples of each above Items Size, Colour and Design of the above items will be communicated to the successful bidder at the time of award of contract.

1. **Details of Hostel inmates availing the above Sports Kits as per sanction strength of Eklavya Khel Kendra (Centre of Excellence) :-**

CENTRE OF EXCELLENCE GIRLS & BOYS				
S.No.	Name of Centre	Category	Sanction Strength	Remark
1	EKLAVYA CENTRE (ARCHERY),KHELGAON, RANCHI	Boys	32	These Three Centre of Excellence are presently in Operational Condition
	EKLAVYA CENTRE(ARCHERY),KEHLGAON, RANCHI	Girls	32	
2	EKLAVYA CENTRE(HOCKEY), MORHABADI, RANCHI	Boys	32	
	EKLAVYA CENTRE(HOCKEY), MORHABADI, RANCHI	Girls	32	
3	EKLAVYA CENTRE (ARCHERY), DUDHANI, DUMKA	Boys	32	
	EKLAVYA CENTRE (ARCHERY), DUDHANI, DUMKA	Girls	32	
4	EKLAVYA CENTRE (FOOTBALL), KUMAITHA, DEOGHAR	Boys	32	For These Four Centre of Excellence Player selection is under process
	EKLAVYA CENTRE (FOOTBALL), KUMAITHA, DEOGHAR	Girls	32	
5	EKLAVYA CENTRE (ATHLETICS), MORHABADI, RANCHI	Boys	25	
	EKLAVYA CENTRE (ATHLETICS), MORHABADI, RANCHI	Girls	25	
6	EKLAVYA CENTRE (WRESTLING), KHELGAON, RANCHI	Boys	32	
	EKLAVYA CENTRE (WRESTLING), KHELGAON, RANCHI	Girls	16	
7	EKLAVYA CENTRE (BADMINTON), KHELGAON, RANCHI	Boys	25	
	EKLAVYA CENTRE (BADMINTON), KHELGAON, RANCHI	Girls	25	
	TOTAL		404	

2. **Required Delivery Schedule:**

The Materials are required to be delivered to consignee as per required from award of purchase order to the Bidder. The Bidders may note the urgency of requirement and only those bidders may quote who are capable of delivering the goods latest as specified above. Delivery is essence of contract.

3. **Required Terms of Delivery**

- i. The price to be quoted by bidder shall be inclusive of all taxes/duties /charges. In case of any damage found, the item should be replaced within 7 days at Sports Authority of Jharkhand. The bidder has to make own arrangement for unloading of the item.
- ii. **Non-adherence to technical specifications of any of the item of the set will lead to rejection of the bid.**

4. **Consignee Details:**

Executive Director,
Sports Authority of Jharkhand,
Morhabadi, Ranchi. Birsa Munda Football Stadium,
Morhabadi, Gate No 28, Ranchi – 834008, Jharkhand.

SECTION VI – PRICE SCHEDULE

S. No.	Name of Materials	Specification	Name of the brand for which rate is quoted	Quantity	Unit Rate per set (Inclusive of Taxes)	Total Amount
				A	B	A X B
1.	Track Suit	Track Suit of reputed Specified brand Adidas made of 100% Polyester with mesh inner lining. Upper: Sweat absorbent warp knit and preferably full sublimation soft printing with YKK or equivalent best quality zip, best quality elastic wherever required & SAJHA Logo. Lower: Open bottom (latest model) with durable & superior quality elastic with dori at the waist & also having two side pocket and preferably one at the back with zip.		404 Set.		
2.	T- Shirt (Men/Women)	T- Shirt of reputed Specified brand Adidas made of high quality polyester or equivalent sweat absorbent material with full sublimation soft printing, rib collar and logo of SAJHA.		404 Pcs.		
3.	Warm Up Shoes	Warm up shoe of reputed Specified brand Adidas made of high quality upper breathable, washable material and rubber sole with proper cushioning layer, with proper Heal & Toe protection curve.		404 Pair.		
4.	Shorts/ skirts (Jersey Set)	Made of good quality sweat absorbent cloth with inner mesh & two side pocket for shorts.		404 Set.		
5.	Socks	Made of high quality skin friendly cotton material, top quality elastic, having double tow & heel.		404 Pair.		
6.	Kit Bag	Made of good quality water proof material preferably with wheel and trolley, size (minimum: 22"L X 10"W X 10" H), side pockets for water bottle etc. & SAJHA Logo.		404 Pcs.		
7.	Blazer & Pant	<u>Blazer</u> – Material –Woolen Fit – Regular fit Long sleeves <u>Pant</u> – Material – Polyester blended Fit – Regular fit		404 Set.		
8.	Pump Shoe	Synthetic material, Heel, Slip on suitable for formal dress Branded Like Mochi, Bata etc.		202 Pair		
9.	Cap	Cap of reputed Specified brand Adidas made of 100% Cotton twill, Pre-curved brim, soft Feel, Adjustable strap-back closure. Colour as per buyer's requirements.		404 Pcs.		
Total Amount						

Total Amount = _____

Note:

1. **L1 will be the decided Item wise on the basis of rate quoted for each item.**
2. **The above prices quoted will be valid for Two year from the date of acceptance by the Purchaser. During this period the purchaser can give purchase order any time. After receipt of such purchase order, the seller will have to supply the required items as per requirement.**
3. If there is a discrepancy between the unit price and total price the unit PRICE shall prevail.

The price quoted should be including all type of taxes and freight charges.

Total Price in Rupees: _____

In words: _____

Signature of Bidder _____

Name & Designation _____

Place: _____

Business Address _____

Date: _____

Seal of the Bidder _____

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 **Within 15 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 five percent (5%) of the total value of the contract, valid up to sixty days after warranty period (01 year from the date of acceptance of the Materials by the consignee).**
- 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 In the event of any amendment issued to the contract, regarding extension of Delivery Period, the supplier shall, within 7 days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 3.4 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.

4. Technical Specifications and Standards

- 4.1 The Materials should be provided by the supplier under this contract shall conform to the technical specifications mentioned in “Schedule of Requirement” under Sections V of this document.

5. Packing and Marking

- 5.1 The packing for the Materials to be provided by the supplier should be strong and durable enough to withstand transit hazards, with 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 Purchaser and/or its evaluation committee(s) will, without any extra cost to the purchaser, inspect and/or test the ordered Materials 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).
- 6.2 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.
- 6.3 If during such inspections and tests the contracted Materials fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected Materials 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.
- 6.4 If the supplier tenders the Materials 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 Materials 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.
- 6.5 The purchaser's/Purchaser's contractual right to inspect, test and, if necessary, reject the Materials after the Items' arrival at the final destination shall have no bearing of the fact that the Materials have previously been inspected and cleared by purchaser's inspector during pre -despatch inspection mentioned above.

- 6.6 Materials accepted by the purchaser/Purchaser 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 Clause 9.

7. Delivery

- 7.1 The successful bidder/vendor should deliver the equipment as per the requirement mentioned in the purchase order. The vendor should emboss stickers of purchase order number on the material.
- 7.2 Vendor should provide packing list while delivering the Materials.
- 7.3 The invoice should clearly mention "Name of Consignee" and "Paying Authority"
- 7.4 Materials should be delivered at the office of the consignees as per Section V.
- 7.5 Delivered Materials will be inspected for any manufacturing defect and to ensure the technical specifications is as per the requirement of directorate.
- 7.6 Consignee receipt certificate will be provided by directorate upon successful inspection of delivered Materials.
- 7.7 A joint inspection certificate will be signed by the department officials and the selected bidder to identify the Materials accepted by the SAJHA.
- 7.8 Delivery should be made as per required from the date of issue of Purchase order. Non availability of the stock should be informed in writing immediately.
- 7.9 Defective items or items not as per given brands or samples, if any supplied must be taken back and be replaced with no additional cost within 7 days.

8. Insurance:

- 8.1 Unless otherwise instructed, the supplier shall make arrangements for insuring the Materials against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:
- 8.2 Wherever necessary, the Materials supplied under the contract shall be fully insured in a freely convertible currency in the manner specified in the contract. If considered necessary, the insurance may be done for coverage on "all risks" basis including war risks and strike clauses. The amount to be covered under insurance should be sufficient to take care of the overall expenditure, which may be incurred due to any such damage, loss etc.

9. Warranty

- 9.1 The supplier warrants comprehensively that the Materials supplied under the contract is new, genuine, 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.
- 9.2 This warranty shall remain valid for Two (02) year after the Materials have been delivered at the final destination and accepted by the Purchaser in terms of the contract.
- 9.3 The supplier shall, promptly repair or replace the defective Materials or parts thereof, free of cost, at the ultimate 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/ Materials thereafter.
- 9.4 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 the purchaser, 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.
- 9.5 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.
- 9.6 An UP-TIME warranty of 95% during the warranty should be provided. Down time above 5% per year will extend the warranty period by double the down time period.

10. Prices

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

11. Taxes

- 11.1 Supplier shall be entirely responsible for all taxes, duties, levies etc. incurred until delivery of the contracted Materials 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.

12. Terms and Mode of Payment

- 12.1 All payments will be made after delivery of required Materials.

- 12.2 Payment will be made after issue of joint inspection certificate and Consignee receipt certificate from concerned department.
- 12.3 Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract.
- 12.4 The payment of bills will be made on submission of the following documents by the Bidder to the Paying Authority along with the bill:
 - i. Ink-signed copy of Supplier's invoice showing purchase order number, goods description, quantity, unit price, total amount and necessary tax and duties;
 - ii. Joint Inspection Certificate and Consignee Receipt certificate as per Annexure I
 - iii. Packing list identifying contents of each package;
 - iv. Guarantee / Warranty Certificate.
- 12.5 Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- 12.6 Payment shall be made by Cheque or other mode such as electronic fund transfer offered by the bank.
- 12.7 No payment will be admissible for goods rejected.
- 12.8 It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible.

13. Delay in the supplier's performance.

- 13.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser as incorporated in the contract.
- 13.2 Subject to the provision of Force Majeure under GCC clause 17, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
 - I. Imposition of Liquidated Damages,
 - II. Forfeiture of its Performance Security and
 - III. Termination of the Contract for default.

14. Liquidated damages

Subject to the provision of Force Majeure under GCC clause 17, 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% 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.

15. Termination for default

- 15.1 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.
- 15.2 Unless otherwise instructed by the purchaser, the supplier shall continue to perform the contract to the extent not terminated.

16. 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.

17. Force Majeure

- 17.1 Notwithstanding the provisions contained in GCC clauses 14, 15 and 16, 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.
- 17.2 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.
- 17.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 15 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. 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.

- 17.4 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.

18. Termination for convenience

- 18.1 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 interlace, 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.
- 18.2 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:
- To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
 - 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.

19. Fall Clause

- 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.
- 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.

20. 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 Purchase 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 any time thereafter may become payable to the Contractor under the same contract or any other contract with the Purchaser or the Government, pending finalization or adjudication of any such claim and that The Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

21. Resolution of disputes

- 21.1 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.

- 21.2 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 domestic 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 (Directorate of Sports and Youth Affairs). The award of the arbitrator will be final and binding on the parties to the Contract.
- 21.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Ranchi, India.
- 21.4 The Courts of Ranchi, India will have the exclusive jurisdiction to try the disputes.

22. 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 – CONTRACT FORMS

CONTRACT AGREEMENT

**Sports Authority of Jharkhand, Morhabadi, Ranchi.
Department of Tourism, Art-Culture, Sports and Youth Affairs (DoTACS&Y),
Government of Jharkhand**

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. Bid Form furnished by the supplier;
 - IV. Price Schedule(s) furnished by the supplier in its Bid;
 - V. Manufacturers Authorisation Form (if applicable for this Bid);
 - VI. 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:**

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

Total value (in figure) _____ (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 Executive Director, Sports Authority of Jharkhand, Morhabadi, Ranchi.

Received and accepted this contract

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

[Name & address of the manufacturers]

(Seal of the supplier)

Date: _____

Place: _____

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

This Deed of Guarantee executed at _____ by _____ (Name of the Bank) having its Head/ Registered office at _____ (hereinafter referred to as "the Guarantor") which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favour of Executive Director, Sports Authority of Jharkhand, Morhabadi, Ranchi. having its office at, Birsa Munda Football Stadium, Morhabadi, Gate No 28, Ranchi – 834008, Jharkhand., India (hereinafter called "Executive Director, Sports Authority of Jharkhand, Morhabadi, Ranchi." which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns);

Whereas M/s _____ a company/ firm formed under _____ (specify the applicable law) and having its registered office at _____ has been, consequent to conduct and completion of a competitive bidding process in accordance with the letter of requirements document No. _____ dated _____ issued by Executive Director, Sports Authority of Jharkhand, Morhabadi, Ranchi and selected M/s _____ (hereinafter referred to as the Bidder) for the Agreement by Executive Director, Sports Authority of Jharkhand, Morhabadi, Ranchi. as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between Executive Director, Sports Authority of Jharkhand, Morhabadi, Ranchi, and Bidder. The Agreement requires the Bidder to furnish an unconditional and irrevocable Bank

Guarantee for an amount of Rs. _____ /- (Rupees _____ only) by way of security for guaranteeing the due and faithful compliance of its obligations under the Agreement.

Whereas, the Bidder approached the Guarantor and the Guarantor has agreed to provide a Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, _____ Bank hereby guarantee as follows:

1. The Bidder shall implement the Project, in accordance with the terms and subject to the conditions of the Agreement, and fulfil its obligations there under
2. We, the Guarantor, shall, without demur, pay to Executive Director, Sports Authority of Jharkhand, Morhabadi, Ranchi. an amount not exceeding INR _____ (Rupees _____ only) within 7 (seven) days of receipt of a written demand therefore from Executive Director, Sports Authority of Jharkhand, Morhabadi, Ranchi. stating that the Bidder has failed to fulfil its obligations as stated in Clause 1 above.
3. The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of the Executive Director, Sports Authority of Jharkhand, Morhabadi, Ranchi is disputed by the Bidder or not.
4. The Guarantee shall come into effect from _____ (Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 17:00 hours Indian Standard Time on _____ (Expiry Date) (both dates inclusive) or till the receipt of a claim, from the

Sports Authority of Jharkhand under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Guarantor from Executive Director, Sports Authority of Jharkhand, Morhabadi, Ranchi. prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to Executive Director, Sports Authority of Jharkhand, Morhabadi, Ranchi.

5. In order to give effect to this Guarantee, Executive Director, Sports Authority of Jharkhand, Morhabadi, Ranchi shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by Executive Director, Sports Authority of Jharkhand, Morhabadi, Ranchi or by the extension of time of performance granted to the Bidder or any postponement for any time of the power exercisable by Executive Director, Sports Authority of Jharkhand, Morhabadi, Ranchi against the Bidder or forebear or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of Executive Director, Sports Authority of Jharkhand, Morhabadi, Ranchi or any indulgence by Executive Director,

Sports Authority of Jharkhand, Morhabadi, Ranchi to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this guarantee are duly discharged.

7. The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.

In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first here-in above written.

Signed and Delivered by _____ Bank by the hand of Shri _____ its _____ and authorized office.

Authorized Signatory _____ Bank

ANNEXURE I - JOINT INSPECTION CERTIFICATE

Certified that the following store(s) has/ have been received in full & good condition as per the technical specifications and terms & conditions of the Bidding document finalised by Sports Authority of Jharkhand, vide letter No. _____ dated: _____

1. Purchase order no. & Date: _____

2. Supplier's Name & Address: _____

3. Name of Consignee: _____

4. Description of goods supplied:

S.No.	Item	Quantity Supplied	Quantity Rejected	Quantity Accepted

5. Date of Receipt by the Consignee: _____

6. Damages/Shortages/Recoveries: _____

7. Remarks, if any: _____

ANNEXURE II- CONSIGNEE RECEIPT CERTIFICATE

The following store (s) has /have been received in good condition:

- a. Purchase Order No. & Date: _____
- b. Supplier's Name: _____
- c. Consignee's Name & Address with telephone No.: _____
- d. Name of the items supplied:

S.No.	Item	Quantity Supplied

- e. Date of Receipt by the Consignee:
- f. Name and designation of Authorized Representative of Consignee:
- g. Signature of Authorized Representative of Consignee with Date:
- h. Seal of the Consignee: