



KARNATAKA GOVERNMENT
DEPARTMENT OF PUBLIC INSTRUCTION
OFFICE OF THE COMMISSIONER, NEW PUBLIC OFFICES, NRUPATUNGA ROAD,
BANGALORE – 560 001

☎ : 080-22133472

WEB SITE : (<http://www.schooleducation.kar.nic.in>)

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No: **PE /Sports Material Tender-27/2016-17**

Date : **25.07.2016**

TENDER DOCUMENT

Sub: Tender Document for supply of Sports Dress Material to the students during 2016-17.

Ref : Tender Notification of even No. **Dated: 25.07.2016.**



The Commissioner for Public Instruction (CsPI), Bangalore-1, hereby invites tender in two cover system (Technical and Commercial Bids) **as per KTPP Act, 1999** from the registered and eligible firms for supply of Sports Dress Materials to the students during 2016-17 through e-procurement portal of Government of Karnataka (<https://eproc.karnataka.gov.in>) prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

Requirement of Materials:-

Approximate value of the goods in Indian Rupees is : Rs.40.00 Lakhs
(Rs.Forty Lakhs.)

Sl.No	Particulars
1	General Kit
2	Competition Kit

The detailed specifications of the Sports Dress Materials are given in **Annexure - 'A' (Schedule-I & II)**. The Technical Bid should contain technical literature and certificates. The Commercial Bid should contain only the cost. The last date and time for submission of tender is as shown on e-Procurement portal. The opening of technical bid will be held at this office on the date as mentioned in e-Procurement portal.

The bid should accompany an Earnest Money Deposit and application fee as specified in the bid document that should be remitted in the form of electronic cash as per the requirement of e-tendering process.

The bidders can download the tender document from either of the following two websites: www.eproc.karnataka.gov.in and www.schooleducation.kar.nic.in interested eligible Bidders may obtain additional information, if any, from the Joint Director, Physical Education, O/o. The Commissioner for Public Instruction, Bangalore Karnataka, India, on all working days, during office hours.

Late bids: The website will not accept any bid after the deadline for submission of bids. The CPI will not accept any hardcopy of the bid by the bidder for the reason that the purchaser was not able to apply the bid through website due to delay in the submission through website.

SECTION-I

DATE OF COMMENCEMENT OF SALE/
DOWNLOADING OF BIDDING DOCUMENT : 27-07-2016

DATE OF PRE-BID MEETING : 05-08-2016 ~ 11.30 am

LAST DATE AND TIME TO
SUBMIT TENDER DOCUMENTS : 29-08-2016 ~ up to 5.00 pm

TIME AND DATE OF OPENING
OF TECHNICAL BIDS : 01-09-2016 ~ 11.30 am

TIME AND DATE OF OPENING OF
COMMERCIAL BIDS : 03-09-2016 ~ 11.30 am

I - ELIGIBILITY CRITERIA:

- i. The bidder should be a manufacturer /proprietorship /partnership firm / agency/ company registered under the companies act 1956 or a registered society.
 - This should be supported by the certificate of Registration issued by a competent authority.
- ii. The bidder should have supplied a minimum of 80% (Eighty) of the quantity in the past 3 years, for which bids are submitted. (Annexure - 'B').
 - The tenderer should furnish the information for the past 3 years supplies and satisfactory performance, developed, tested & provided the supplies of materials similar to the type specified in Schedule of Requirement in the proforma under Annexure-C supported by consolidated statement of production and sales Certified by Auditor for each year to be uploaded online. Also the supply order copies with Satisfactory completion of supply in respect to Government supplies should be submitted online.
- iii. The bidder should have Average Annual Turn-Over in the past three years not less then Rs.40.00Lakhs (Rs. Forty Lakhs only)
 - This should be supported by consolidated statement of Turnover Certified by Auditor for each year which should be uploaded online and hard copy of Annual Report of the company should be submitted to the office before last date and time of submission of Tender mentioned in the document.

II - Documents to be enclosed :

a. with Technical Bid:

- (i) **EMD of Rs. 1.00 Lakhs (One Lakhs only)** shall be paid online through any of the following 04 modes:- (a) Credit Card, (b) Direct Debit, (c) National Electronic Fund Transfer (NEFT) and (d) Over The Counter (e-payment document is available on website).

The EMD will remain valid for a period of 180 days from the date of submission of Tender. Unsuccessful Tenderer's bid securities will be discharged / returned as early as possible

The EMD may be forfeited if a Tenderer

- (i) withdraws his tender during the period of tender validity specified by the Tenderer on the Tender Form;
Or
 - (ii) does not accept the correction of arithmetical errors resulting in discrepancy between unit price and total price (unit price multiplied by Quantity)
Or
 - (iii) in case of a successful tenderer, if the Tenderer fails to furnish performance security.
- (ii) Copies of original documents defining the constitution or legal status, place of registration and principle place of business of the company or firm or partnership, etc.
- (iii) A Brief write-up, backed with adequate data, explaining his available capacity and experience (both technical and commercial) for the manufacture and supply of the required sports dress materials within the specified time of completion after meeting all their current commitments, in the pro-forma given in **Annexure-D**.
- (iv) The bidder should have presence in Bangalore / should have branch office in Bangalore with required infrastructure to support the activities. The entire activities should be carried out in the premises of the agency at Bangalore.
- (v) Reports on financial standing of the Bidder such as profit and loss accounts, containing bad debts, gross profits & gross expenditure, depreciation, net profit/net loss, Balance sheet containing movable and immovable assets, Gross Depreciation and Net Sundry Debtors/ Sundry Creditor, Deposits and Reserves and outstanding loan and other liabilities, excess profits/loss miscellaneous deposits/liabilities and auditor's report for the past three years, i.e., **2013-14, 2014-15 & 2015-16** or bankers certificate, etc., - that means, submission of consolidated statement certified by auditors should be uploaded through online and hard copy of detailed balance sheets with all annexure, schedules should be submitted to the office before last date and time of submission of tender mentioned in the document.

- (vi) The bidder should submit the undertaking that the firm is not blacklisted by any Govt./Quasi- Government.
- (vii) Similar Projects executed / implemented.
- (viii) Technical specification / data sheet / compliance
- (ix) Tender processing fee should be remitted through electronic cash.
- (x) Income Tax Registration Certificate/Pan Card along with returns for last 3 years
- (xi) Sales Tax Registration Certificate along with returns for last 3 years
- (xii) Service Tax Registration Certificate

(b) with Financial Bid:

Only commercial quote as per Annexure-E shall be quoted through e-procurement portal only.

III - INSTRUCTIONS TO BIDDERS (ITB)

A. Introduction

1. Eligible Bidders

- 1.1 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.
- 1.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka

2. Cost of Bidding

- 2.1 The bidder shall bear all costs associated with the preparation and submission of its bid, and The Commissioner for Public Instruction, Bangalore, hereinafter referred to as "The Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

3. Content of Bidding Documents

- 3.1 The goods required, bidding procedures and contract terms are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document includes:
 - (a) Instruction to Bidders (ITB) ;
 - (b) General Conditions of Contract (GCC) ;
 - (c) Special Conditions of Contract (SCC) ;
 - (d) Schedule of Requirements;
 - (e) Technical Specifications;

- (f) Qualification Criteria;
- (g) Bid Form and Price Schedules;
- (h) Bid Security ;
- (i) Contract Form;
- (j) Performance Security Form;
- (k) Performance Statement and;
- (l) Capability Statement.

3.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document. Failure to furnish all information required by the bidding document or submission of a bid not substantially responsive to the bidding document in every respect will be at the Bidder's risk and may result in rejection of its bid.

4. Clarification of Bidding Documents

4.1 A prospective Bidder requiring any clarification of the bidding document may notify the Purchaser through e-procurement website or e-mail or in writing or by telex or cable or fax at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond and post the reply on e-procurement website along with pre-bid meeting proceedings. Any queries after pre-bid meeting shall not be entertained.

5. Amendment of Bidding Documents

5.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

5.2 Any such amendment/corrigendum shall be posted on e-procurement website only and no other communication shall be made to any firm in this regard.

5.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

6. Language of Bid

6.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the translation shall govern.

7. Documents Comprising the Bid

7.1 The bid prepared by the Bidder shall comprise the following components:

- (a) A Bid Form and a Price Schedule completed in accordance with ITB Clauses 8, 9 & 10.

- (b) Documentary evidence established in accordance with ITB Clause 11 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.
- (c) Documentary evidence established in accordance with ITB Clause 12 that the goods and to be supplied by the Bidder conform to the bidding documents; and
- (d) Bid security furnished in accordance with ITB Clause 13.

8. Bid Form

- 8.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding document, indicating the goods to be supplied, quantity and prices.

9. Bid Prices

- 9.1 The Bidder shall indicate in the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.

- 9.2 Prices indicated in the Price Schedule shall be entered separately in the following manner:

- (i) The price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), all duties and sales and other taxes already paid or payable.
 - a. On components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory; or
 - b. On the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.
- (ii) Any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded;
- (iii) The price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination;
- (iv) The price of other incidental services listed in Clause 4 of the Special Conditions of Contract and warranty as indicated in GCC Clause 14.

- 9.3 The Bidder's separation of the price components in accordance with ITB Clause 9.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

- 9.4 Fixed Price. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 22.

10. Bid Currencies

10.1 Prices shall be quoted in Indian Rupees:

11. Documents Establishing Bidder's Eligibility and Qualifications

11.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

11.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is an eligible bidder.

11.3 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfaction:

(a) that the Bidder has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Eligibility Criteria specified in Section-I. To this end, all Bids submitted shall include the following information

(1) The legal status, place of registrations and principal place of business of the Company/firm/Partnership etc.

12. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

12.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

12.2 The documentary evidence of conformity of the goods and services to the bidding document may be in the form of literature, drawings and data, and shall consist of :

(a) A detailed description of the essential technical and performance characteristics of the goods ;

(b) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications;

(C) An item-by-ite commentary on the purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and wxceptions to the provisions of the Technical Specifications;

12.3 For purposes of the commentary to be furnished pursuant to ITB Clause 12.2(C) above, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

13. Bid Security

13.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, a bid security in the amount as specified in **Annexure-B**: Schedule of Requirements.

13.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 13.7.

13.3 The Bid Security shall be credited to the account of Centre for e-governance.

- a. through credit card
- b. internet banking
- c. National Electronic Fund Transfer
- d. Remittance over the counter held by ICICI Bank

The supplier/contractor's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the GoK's central pooling a/c held at ICICI Bank

EMD amount will have to be submitted by the supplier/contractor taking into account the following conditions:

- a. **EMD of Rs. 1.00 Lakh (One Lakh only)** shall be paid online through any of the following 04 modes:- (a) Credit Card, (b) Direct Debit, (c) National Electronic Fund Transfer (NEFT) and (d) Over The Counter. (E-payment document is available on website).

13.4 Any bid not secured in accordance with ITB Clauses 13.1 and 13.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITB Clause 20.

13.5 Unsuccessful bidder's bid security will be discharged/returned through e-transfer of funds as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser, pursuant to ITB Clause 14.

13.6 The successful Bidder's bid security will be discharged upon the Bidder signing the Contract, pursuant to ITB Clause 28, and furnishing the performance security, pursuant to ITB Clause 29.

13.7 The bid security may be forfeited:

- (a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (b) in case of a successful Bidder, if the Bidder fails:
 - (i) to sign the Contract in accordance with ITB Clause 28; or
 - (ii) to furnish performance security in accordance with ITB Clause 29.

14. Period of Validity of Bids

14.1 Bids shall remain valid for **180 days** after the date of bid opening prescribed by the Purchaser, pursuant to ITB Clause 15. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

14.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The bid security provided under ITB Clause 13 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

15. Submission of Bids :

15.1 Bidders satisfying the prequalification and financial conditions specified in this Request for Proposal (RFP) and willing to execute the contract in conformity with the RFP may submit their Pre-qualification and Financial bids in formats through e-procurement process only along with requisite EMD amount. Bids sent by any other mode like in person, Post, Telex or Fax or e-mail will be rejected.

15.2 The pre-qualification bid should accompany an Earnest Money Deposit as mentioned in 'Annexure-B' which should be remitted in the form of electronic cash as per the requirement of e-tendering process.

15.3 EMD will be refunded to all the unsuccessful bidders on finalisation of the award of the contract and to the successful bidder on successful completion of the contract obligation.

16. Late Bids

The website will not accept any bid after the deadline for submission of bids. The Commissioner for Public Instruction will not accept any hardcopy of the bid by the bidder for the reason that the purchaser was not able to apply the bid through website due to delay in the submission through website.

17. Modification and Withdrawal of Bids

- 17.1 The Bidder may modify or withdraw its bid submitted through e-procurement process only before the final date and time scheduled for bid submission. No bid may be modified subsequent to the deadline for submission of bids.
- 17.2 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Clause 13.7.

E. Bid Opening and Evaluation of Bids

18. Opening of Bids by the Purchaser

- 18.1 The purchaser will open and evaluate the technical bid of the Bidder, through e-Procurement process. TECHNICAL BID will be opened through e-procurement process on date mentioned in section-I above. The date on which COMMERCIAL BID will be opened through e-procurement process only, will be intimated to the qualified bidders by the Purchaser through Telephone/ Fax /Post /Telegram /Phonogram /Courier or E-mail.
- 18.2 If there is any discrepancy in the unit rate quoted for each item and the total rates, the rates quoted viz, 'unit rate' will prevail. If there is difference in the total price computed in e-procurement portal as per the unit rates quoted for each item, those computed in words shall only be considered as the final rate of the bidder.
- 18.3 The Purchaser will prepare minutes of the Bid opening and will uploading the same to e-procurement website.

19. Clarification of Bids

- 19.1 During evaluation of bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

20. Preliminary Examination

- 20.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the attached documents have been properly signed, and whether the bids are generally in order.
- 20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

- 20.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- 20.4 Prior to the detailed evaluation, pursuant to ITB Clause 21, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security (ITB Clause 29). **Force Majeure (GCC Clause 24), Limited liability (GCC Clause 29) Applicable law (GCC Clause 17) and Taxes & Duties (GCC Clause 19) will be deemed to be a material deviation.** The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 20.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

21. Evaluation and Comparison of Bids

- 21.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 20.
- 21.2 The Purchaser's evaluation of a bid will exclude and not take into account:
- (a) in the case of goods manufactured in India or goods of foreign origin already located in India, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
 - (b) any allowance for price adjustment during the period of execution of the Contract, if provided in the bid.
- 21.3 The Purchaser's evaluation of a bid will take into account, in addition to the bid price (Ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITB Clause 21.4 and in the Technical Specifications:
- (a) cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination;
 - (b) delivery schedule offered in the bid;
 - (c) deviations in payment schedule from that specified in the Special Conditions of Contract;

21.4 Pursuant to ITB Clause 21.3, one or more of the following evaluation methods will be applied:

(a) ***Inland Transportation, ex-factory/from port-of-entry, Insurance and Incidentals:***
(i) Inland transportation, insurance and other incidentals for delivery of goods to the final destination as stated in ITB Clause 9.2 (iii). The above costs will be added to the bid price.

(b) ***Delivery Schedule:***

(i) Delivery schedule:

The supplier shall be able to supply sports dress materials whenever orders are placed, and one day prior to the supply date to the office for verification.

(ii) Supply Order:

Supply order will not be issued in bulk or as a one time order but the supply order will be issued part by part depending on the occurrence & requirement of the specified event/game and will be intimated well in advance. The supply should be as specified under section-V of Delivery schedule.

Upon signing the agreement the Detailed Part by Part Supply Order will be issued with all the conditions mentioned in detail as per the tender.

Failing to respond or delay in signing agreement will be construed as non-responsiveness of bidder and will be dealt with as per clause 29.2 of III-Instruction to bidder of tender document.

22. Contacting the Purchaser

22.1 Subject to ITB Clause 19, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the purchaser, it should do so in writing.

22.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

F. Award of Contract

23. Post qualification

23.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid meets the criteria specified in ITB Clause 11 and is qualified to perform the contract satisfactorily.

23.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary

evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 11, as well as such other information as the Purchaser deems necessary and appropriate.

- 23.3 An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform the contract satisfactorily.

24. Award Criteria

- 24.1 Subject to ITB Clause 26, the Purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

25. Purchaser's right to vary Quantities at Time of Award

- 25.1 The Purchaser reserves the right at the time of Contract award or subsequently to increase or decrease by up to 25 percent the quantity of goods and services originally specified in the Schedule of Requirements (rounded off to the next whole number) without any change in unit price or other terms and conditions.

26. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

- 26.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

- 26.2 The purchaser has the right to award whole quantity to one responsive bidder or award the contract on parts to more number of responsive bidders.

27. Notification of Award

- 27.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder(s) in writing by registered letter or by cable or telex or fax, to be confirmed in writing by registered letter, that its bid has been accepted.

- 27.2 The notification of award will constitute the formation of the Contract.

- 27.3 Upon the successful Bidder's furnishing of performance security pursuant to ITB Clause 29, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 13.

- 27.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its Bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder

28. Signing of Contract

- 28.1 At the same time as the Purchaser notifies the successful bidder that its bid has been accepted, the Purchaser will send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 28.2 Within 7 days of receipt of the Contract Form, the successful bidder shall sign and date the Contract with the purchaser on Rs.500/- stamp paper and return it to the Purchaser.

29. Performance Security

- 29.1 Within 7 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents or in another form acceptable to the Purchaser.
- 29.2 Failure of the successful bidder to comply with the requirement of ITB Clause 28.2 or ITB Clause 29.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.

30. Corrupt or Fraudulent Practices

- 30.1 The Government requires that the Bidders/ Suppliers/ Contractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy of the Government:
- (a) defines, for the purposes of this provision, the terms set forth as follows :
- (i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract.

30.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 4.4 and sub-clause 23 of the General Conditions of Contract.

IV: GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all the Sports uniforms / materials which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "GCC" means the General Conditions of Contract contained in this section.
- (e) "SCC" means the Special Conditions of Contract.
- (f) "The Purchaser" means the organization purchasing the Goods, as named in SCC.
- (g) "The Purchaser's country" is the country named in SCC.
- (h) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (i) "The Government" means the Government of Karnataka State.
- (j) "The Project Site", where applicable, means the place or places named in SCC.
- (k) "Day" means calendar day.

Note: Where ever has been mentioned as “Goods” shall be considered as “SPORTS DRESS MATERIALS FOR THE ACADEMIC YEAR 2016-17”

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

3.1 The goods supplied under this contract shall confirm to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standard shall be latest issued by the concerned institution.

4. Performance Security

4.1 Within 7 days of receipt of the Letter of Intent, the supplier shall furnish Performance Security to the purchase for an amount of 5% of the contract value, valid up to 06 months after the date of completion of performance obligations.

4.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.

4.3 The Performance Security shall be denominated in India Rupees and shall be in form of Bank Guarantee or irrevocable letter of Credit, issued by a Nationalised/Schedule bank in the form provided in the tender documents or another form acceptable to the purchaser.

4.4 The Performance Security will be discharged by the Purchaser and returned to the supplier not later than 60 days following the date of completion of the suppliers performance obligations under the contract.

4.5 In the event of any contract amendment, the Supplier shall, within 15 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended.

5. Inspections and Tests

5.1 The Purchaser or its representative shall have the right to inspect and/or to test the process of Goods being provided by the Bidders.

5.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance shall be furnished to the inspectors at no charge to the Purchaser.

5.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

5.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

6. Packing	“Applicable”
7. Delivery and Documents	“Applicable”
8. Transportation	“Applicable”
9. Incidental Goods	“Applicable”
10. Warranty	“Applicable”

11. Payment

11.1 The Service Provider's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods performed, and by documents, submitted pursuant to GCC Clause 7, and upon fulfillment of other obligations stipulated in the contract.

11.2 No advance payment will be made by the Department to carry out the tendered work. Payments will be made only after satisfactory completion of supply.

11.3 Payment shall be made in Indian Rupees.

11.4 The Sports Dresses & Materials Supplied to the districts, the payments will be made by the concerned dist DDPI,s

11.5 The Sports Dresses & Materials Supplied to the National participants, the payment will be made by the Director [Sec Edn],O/o the CPI,Bangalore

12. Prices

12.1 Prices payable to the supplier as stated in the contract shall be fixed, and including all taxes/Excise duty/transportation etc., during the performance of the contract.

13. Contract Amendments

13.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

14. Delays or discrepancies in the Service Provider's Performance

14.1 Performance of the Goods shall be made by the Service Provider in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

- 14.2 If at any time during performance of the Contract, the Service Provider should encounter conditions impeding timely performance of Goods, the Service Provider shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Service Provider's time for performance with or without liquidated damages.
- 14.3 A delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of liquidated damages pursuant to GCC Clause 16, unless an extension of time is agreed upon pursuant to GCC Clause 15.2 without the application of liquidated damages.
- 14.4 No wastage cost towards the wastage of Sports Dress Materials shall be paid by the purchaser.

15. Liquidated Damages

- 15.1 If the Supplier fails to deliver any or all of the Items or to perform the Goods within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum of Rs. 0.5% of the delivered **price of the delayed Items or unperformed Goods for each day of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 17.**

16. Termination for Default

- 16.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, terminate the Contract in whole or part and shall be black listed from participating in any other tenders published by the purchaser:
- i. if the Service Provider fails to deliver service within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 15; or
 - ii. if the Service Provider fails to perform any other obligation(s) under the Contract.
 - iii. If the Service Provider, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 16.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 17.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the Service Provider shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Service Provider shall continue the performance of the Contract to the extent not terminated.

17. Applicable Law

- 17.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

18. Notices

- 18.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable or facsimile and confirmed in writing to the other party's address specified in SCC.
- 18.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

19. Taxes and Duties

- 19.1 Service Provider shall be entirely responsible for all taxes (including Sales tax), duties, license fees, octroi, road permits, Insurance etc., incurred until delivery of the contracted Goods to the Purchaser.

20 Resolution of disputes :

- 20.1 In case of Dispute or difference arising between the purchaser and a domestic supplier relating to any matter arising out of a or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act,1996, by a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Council of Arbitration / President of the Institution of Engineers (India) / The International Centre for Alternative Dispute Resolution (India). A certified copy of the appointment Order shall be supplied to each of the parties.
- 20.2 Arbitration proceedings shall be held at Bangalore Karnataka, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- 20.3 The decision of the arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the 'preparation, presentation etc. of its proceedings shall be borne by each party itself.

V - SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1. Definitions (GCC Clause 1)

- (a) The Purchaser is **Commissioner for public Instruction, New public offices, Nrupathunga Road, Bangalore-1**
- (b) The Supplier is _____ (to be filled at the time of signing contract)

2. Inspection and Tests (GCC Clause 7)

Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

- (i) The inspection of the Goods shall be carried out to check whether the Goods are in conformity with the technical specifications attached to the contract and shall be in line with the inspection/test procedures laid down in the Technical Specifications and the General Conditions of contract. The supplier will dispatch the goods to the ultimate consignee after internal inspection testing along with the supplier's inspection report and manufacturer's warranty certificate.
- (ii) The acceptance test will be conducted by the purchaser, their consultant or any other person nominated by the purchaser, at its option. The acceptance will involve trouble-free operation. There shall not be any additional charges for carrying out acceptance tests. No malfunction, partial or complete failure of Goods/material supplied should occur. The supplier shall maintain necessary log in respect of the results of the tests to establish to the entire satisfaction of the purchaser, the successful completion of the test specified. An average uptake efficiency of 98% or the duration of test period shall be considered as satisfactory.
- (iii) In the event of the Goods supplied failed to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the purchaser reserves the rights to get the goods replaced by the supplier at no extra cost to the purchaser.

3. Delivery and Documents (GCC Clause 9)

Upon delivery of the Goods, the supplier shall notify the purchaser and the insurance company by cable/telex/fax the full details of the shipment including contract number, railway receipt number and date, description of goods, quantity, name of the consignee etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

- (i) Three copies of the Supplier invoice showing Goods description, quantity, unit price, total amount;
- (ii) Insurance Certificate;
- (iii) Manufacturer's/Supplier's warranty certificate;
- (iv) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (v) Certificate of Origin.

The above documents shall be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

4. Incidental Services (GCC Clause 12)

The following services shall be furnished and the cost shall be included in the contract price:

- a. Performance of the on-site assembly and supply of the equipment.
- b. Furnishing the detailed operation and maintenance manuals for each items of supply at each location.

5. Payment (GCC Clause 11)

Payment for Goods and Services shall be made in Indian Rupees as follows:

- (i) The payment for the goods supplied to the games to be conducted at national level will be made by this office. The payment for the goods supplied to the games to be conducted at district & state level will be made by the concerned district Deputy Directors (Admn.,)
- (ii) The payment for the goods supplied to the games to be conducted at national level will be made in one installment. i.e., only after the completion of all events /games. However, on the request of the supplier part payment shall be made after completion of the 50 % of the tender quantity depending on the performance and materials supplied.

6. Settlement of Disputes (Clause 27)

The dispute settlement mechanism to be applied pursuant to clause 27.2.2 shall be as follows;

- (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996, by a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India). A certified copy of the appointment Order shall be supplied to each of the Parties.
- (b) Arbitration proceedings shall be held at Bangalore Karnataka, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be Kannada/English.
- (c) The decision of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.

7. Notices (Clause 31)

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

Purchaser:

The Commissioner for Public Instruction
 New Public Offices
 Nrupathunga Road,
Bangalore - 560001

Supplier: (To be filled in at the time of Contract signature)

.....

8. Supplier Integrity:

The supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

9. **Supplier's Obligations:**

The Supplier is obliged to work closely with the Purchaser's staff, act within its own authority and abide by directives issued by the Purchaser and implementation activities.

The Supplier will treat as confidential all data and information about the Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Purchaser.

ANNEXURE - 'A'

SECTION VI - TECHNICAL SPECIFICATIONS

- The successful bidder has to supply the Sport Dress Materials as per specifications.
- Specification of individual forms:

Sports Shoes

a) **Size-** Various sizes as per requirement

b) **Shoe Parameters**

(i) The upper should be made of synthetic leather or synthetic leather with nylon mesh/poly sprint, light weight, breathable material with reinforcement on the toes & heels for safety, durability & comfort.

(ii) Midsole made of EVA/nylon material having good Arch & cushioning effect, should retain shape even after long/regular use.

(iii) Outsole made of flexible/solid-moulded rubber offering grip & durability.

(iv) The sample should preferably as per the FDDI standards.

(v) The shoes is for Warm up.

Track Suit

a) **Size-** Various sizes as per requirement

b) **Colour-** Dark Blue/NAVY Blue with attractive contrast colour combination

c) **Specification:** super poly track suit (Measuring 200 to 230 GSM)

For uppers: with 1.5 inches elastic ribs on the waist & cuffs with folded collars with full front quality zip. like YKK;

For lowers: Open bottom with durable & superior quality elastic & dori at waist Thread: Nylon: Stitching: Inter & over locking.

T-Shirts

a) **Size** : Various sizes as per requirement

b) **Specification:** T-Shirts of knitbed cloth with flat collar preferably containing 65% cotton & 35% synthetic, measuring 150 to 200 GSM.

Shorts & Skirts

a) **Size-** Various sizes as per requirement

b) **Shorts Specification** - Multipurpose shorts made of thick durable cotton or stretchable.

c) **Skirts Specification-** Made of thick cotton or stretchable material. Shorts type divided or undivided having side zip and elastic at the back.

Socks

- a) **Size:** Various sizes as per requirement
- b) **Specification:** Good Quality cotton & Lycra /nylon/poly propylene mixed having double toe & heel.

Kit Bag

- a) **Size:** length=28'', width=11'' and Height =12''
- b) **Specification:** Water proof kit bags with minimum two pockets using good quality of material, chain etc.

Playing Kit

- a) **Size:** various sizes as per requirement
- b) **Specification:** (Athletic, Football, Hockey, Gymnastic, Basketball, Volleyball, Wrestling, Handball, Kabaddi & Swimming) Good quality, spun with numbering as per specification of respective game/sport.

Judo Dress: Good quality, thick cotton, as per specification of the game.

Cricket Dress : Good quality, thick cotton, as per specification of the game.

Game Shoes

- a) **Size:** Various sizes as per requirement
- b) **Specification:** (Athletic, Football, Hockey, Gymnastic, Basketball, Volleyball, Wrestling, Handball, Kabaddi, & Boxing) Good quality which meets the requirement of respective game/sport & preferably meet FDDI standards.

Goggles: Good quality with quality elastic grip.

Big Towel: Good quality COTTON Material.

Jersey

- a) **Size-** Various sizes as per requirement
- b) **Specification-** Knitted cloth without collar preferably containing 35% cotton & 65% synthetic, measuring 180 to 230 GSM.

SECTION V: SCHEDULE OF REQUIREMENTS

THE SUPPLIER SHOULD SUPPLY AND DELIVER THE SPORTS DRESS MATERIALS TO THE FOLLOWING DESTINATIONS:

A: To the events conducted at national level - Bangalore.

B: To the events conducted at State Level – Delivery Destination will be intimated in the supply order.

Sl No	Description	Approximate Number of Quantity Required for National Level Games
GENERAL KIT		
1	Track Suit	1100
2	T-Shirt	1100
3	Warm up Shoes	1100
4	Kit Bag	1100
5	Socks	1100
6	Tights For Girls	400
COMPETITION KIT		
ATHLETICS		
7	Shorts	120
8	Sando vest (boys)	60
9	Sando Sleeveless (girls)	60
10	Spikes	20
BADMINTON		
11	White Shorts	20
12	White T – Shirts	20
13	Badminton Shoes	20
BASKETBALL		
14	Jersey & Shorts (boys)	24
15	Jersey & Shorts (girls)	24
16	Basket Ball Shoes	48
KHO-KHO, HANDBALL, KABADDI, VOLLEYBALL, NETBALL, THROWBALL AND BALBADMINTON [7 GAMES]		
17	Jersey & Shorts (boys)	152
18	Jersey & Shorts (girls)	152
19	Bal Badminton Shoes	20
FOOTBALL & HOCKEY		
20	Shorts	126
21	Jersey – Boys	126
22	Jersey – Girls	550
23	Goal Keeper Jersey	550
24	Stockings	126
25	Shin Guard	126

26	Football Studs	48
27	Hockey Shoes	64
	GYMNASTICS	
28	Costume (Girls)	14
29	Gym. Pant (Boys)	14
30	Gym. Short	28
31	Sando Banian	28
	SWIMMING & DIVING	
32	Costume (Boys)	50
33	Costume (Girls)	50
34	Cap (Boys & Girls)	100
35	Goggles	100
	WRESTLING	
36	Wrestling Costume	32
37	Wrestling Shoes	32
	TABLE TENNIS	
38	Shorts	20
39	T – Shirts	20
40	Tennis Shoes	20
	JUDO	
41	Judo Dress/Judoki(Top, Trouser, & Belt)	30
	KARATE	
42	Karate Dress(Top, Trouser, & Belt)	30
	YOGA	
43	T-Shirt & Shorts for Boys	14
44	Jersey & Long Yoga Pants (Streachable) for Girls	14
	LAWN TENNIS	
45	T-Shirt & Shorts	20
46	Tennis Shoes	20
47	Wrist & Head Band	20
	CHESS	
48	White Colour T-Shirt	20
49	White Colour Pant	20
	JUMP ROPE	
50	White Colour T-Shirt	32
51	White Colour Pant	32
	CRICKET	
52	White Colour T-Shirt	32
53	White Colour Pant	32
54	White Colour Cap	32
55	White Colour Shoe [With Buttons]	32
56	Abdoman Guard	32
	SKATING	
57	Skating Skin Suit	120

Note: The Commissioner For Public Instruction, reserves the right to increase/decrease 25% of the above requirements.

ANNEXURE - 'C'

Proforma for Performance Statement for the last three years

IFB No..... Date of Opening..... Time..... Hours.....

Name of the Firm:

Orders placed by (Full address of Purchaser)	Order No and Date	Description and Quantity of Goods ordered	Value of Order	Date of Completion of Delivery As per Contract/ Actual	Remarks indicating reasons for late delivery if any	Has the supplier satisfactorily executed the order referred under purchase orders (certificate from the purchaser to be enclosed)
1	2	3	4	5	6	7

ANNEXURE - 'E'

Proforma for Submission of Samples & Price Bid

General Kit

Sl No	Description	Brand/Model Details	Technical Details/ Specifications	Sample No
	Track Suit			
	T-Shirt			
	Warm up Shoes			
	Kit Bag			
	Socks			
	Tights For Girls			

Competition Kit

ATHLETICS

Sl No	Description	Brand/Model Details	Technical Details/ Specifications	Sample No
	Shorts			
	Sando vest (boys)			
	Sando Sleeveless (girls)			
	Spikes			

SHUTTLE BADMINTON

Sl No	Description	Brand/Model Details	Technical Details/ Specifications	Sample No
	White Shorts			
	White T – Shirts			
	Badminton Shoes			

BASKETBALL

Sl No	Description	Brand/Model Details	Technical Details/ Specifications	Sample No
	Jersey & Shorts (boys)			
	Jersey & Shorts (girls)			
	Basket Ball Shoes			

KHO-KHO,HANDBALL,KABBADI, VOLLEY BALL, NET BALL, THROW BALL & BALL BADMINTON = 7 Games

Sl No	Description	Brand/Model Details	Technical Details/ Specifications	Sample No
	Jersey & Shorts (boys)			
	Jersey & Shorts (girls)			
	Ball Badminton Shoes			

FOOTBALL&HOCKEY

SI No	Description	Brand/Model Details	Technical Details/ Specifications	Sample No
	Shorts			
	Jersey (Boys)			
	Jersey (Girls)			
	Goal Keeper jersey			
	Stockings			
	Shin Guard			
	Foot ball studs			
	Hockey Shoes			

GYMNASTICS

SI No	Description	Brand/Model Details	Technical Details/ Specifications	Sample No
	Costume (Girls)			
	Gym. Pant (Boys)			
	Gym. Short			
	Sando Banian			

SWIMMING & DIVING

SI No	Description	Brand/Model Details	Technical Details/ Specifications	Sample No
	Costume (Boys)			
	Costume (Girls)			
	Cap (Boys & Girls)			
	Goggles			

WRESTLING

SI No	Description	Brand/Model Details	Technical Details/ Specifications	Sample No
	Wrestling Costume			
	Wrestling Shoes			

TABLE TENNIS

SI No	Description	Brand/Model Details	Technical Details/ Specifications	Sample No
	Shorts			
	T – Shirts			
	Tennis Shoes			

JUDO

SI No	Description	Brand/Model Details	Technical Details/ Specifications	Sample No
	Judo Dress/Judoki(Top, Trouser, & Belt)			

KARATE

Sl No	Description	Brand/Model Details	Technical Details/ Specifications	Sample No
	Karate Dress (Top, Trouser, & Belt)			

YOGA

Sl No	Description	Brand/Model Details	Technical Details/ Specifications	Sample No
	T-Shirt & Shorts for Boys			
	Jersey & Long Yoga Pants for Girls (Strechable)			

LAWN TENNIS

Sl No	Description	Brand/Model Details	Technical Details/ Specifications	Sample No
	T-Shirt & Shorts			
	Tennis Shoes			
	Wrist & Head Band			

CHESS

Sl No	Description	Brand/Model Details	Technical Details/ Specifications	Sample No
	White T-Shirt			
	White Pant			

JUMP ROPE

Sl No	Description	Brand/Model Details	Technical Details/ Specifications	Sample No
	White T-Shirt			
	White Pant			

CRICKET

Sl No	Description	Brand/Model Details	Technical Details/ Specifications	Sample No
	White Colour T-Shirt			
	White Colour Pant			
	White Colour Cap			
	White Colour Shoe [With Buttons]			
	Abdoman Guard			

SKATING

	Skating Skin Suit			
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Note :

- i) Conditional discounts will not be considered for evaluation.
- ii) In case of discrepancy between unit price & total price, unit price shall prevail.

Total Bid price in Words.....

Place:

Date:

Signature:

Name & Business Address:

ANNEXURE - 'F' : BID FORM

Date:.....

TO: (Name and address of purchaser)

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Addenda No's..... [Insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver..... (Description of Goods and Services) in conformity with the said bidding documents for the sum of..... (Total bid amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 5% (five percent) of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this bid for a period of..... (Number) days after the date fixed for bid opening under Clause 22 of the Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount in Rupees	Purpose of Commission or gratuity

(if none, state "none").

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this day of 20.....

(Signature) (in the capacity of)

Duly authorized to sign Bid for and on behalf of

ANNEXURE-B

Proforma for Submission of Financial Bid

Name of the Bidders/Firm/Company:-

Name of the Proprietor/Partner:-

Address of the firm/Company:-

Vat/Sales Tax No:-

EMD Demand Draft/Pay order No & Date:-

Amount of EMD:-

I/We here by submit our competitive rates for the supply of Sports Dress Material (both General and Competition) with and without applicable Taxes.

General Kit

Sl No	Name of the item offered	Brand/Product	Rate per Unit/set/pair inclusive of all taxes in INR
	Track Suit		
	T-Shirt		
	Warm up Shoes		
	Kit Bag		
	Socks		
	Tights For Girls		

Competition Kit

ATHLETICS

Sl No	Name of the item offered	Brand/Product	Rate per Unit/set/pair inclusive of all taxes in INR
	Shorts		
	Sando vest (boys)		
	Sando Sleeveless (girls)		
	Spikes		

SHUTTLE BADMINTON

Sl No	Name of the item offered	Brand/Product	Rate per Unit/set/pair inclusive of all taxes in INR
	White Shorts		
	White T – Shirts		
	Badminton Shoes		

BASKETBALL

Sl No	Name of the item offered	Brand/Product	Rate per Unit/set/pair inclusive of all taxes in INR
	Jersey & Shorts (boys)		
	Jersey & Shorts (girls)		
	Basket Ball Shoes		

BASKETBALL, KHO-KHO, HANDBALL, KABBADI, VOLLEY BALL, NET BALL, THROW BALL & BALL BADMINTON = 7 Games

Sl No	Name of the item offered	Brand/Product	Rate per Unit/set/pair inclusive of all taxes in INR
	Jersey & Shorts (boys)		
	Jersey & Shorts (girls)		
	Ball Badminton Shoes		

FOOTBALL & HOCKEY

Sl No	Name of the item offered	Brand/Product	Rate per Unit/set/pair inclusive of all taxes in INR
	Shorts		
	Jersey (Girls)		
	Jersey (Boys)		
	Stockings		
	Goal keeper Jersey		
	Shin Guard		
	Football Studs		
	Hockey Shoes		

GYMNASTICS

Sl No	Name of the item offered	Brand/Product	Rate per Unit/set/pair inclusive of all taxes in INR
	Costume (Girls)		
	Gym. Pant (Boys)		
	Gym. Short		
	Sando Banian		

SWIMMING & DIVING

Sl No	Name of the item offered	Brand/Product	Rate per Unit/set/pair inclusive of all taxes in INR
	Costume (Boys)		
	Costume (Girls)		
	Cap (Boys & Girls)		
	Goggles		

WRESTLING

Sl No	Name of the item offered	Brand/Product	Rate per Unit/set/pair inclusive of all taxes in INR
	Wrestling Costume		
	Wrestling Shoes		

TABLE TENNIS

Sl No	Name of the item offered	Brand/Product	Rate per Unit/set/pair inclusive of all taxes in INR
	Shorts		
	T – Shirts		
	Tennis Shoes		

JUDO

SI No	Name of the item offered	Brand/Product	Rate per Unit/set/pair inclusive of all taxes in INR
	Judo Dress/Judoki (Top, Trouser, & Belt)		

KARATE

SI No	Name of the item offered	Brand/Product	Rate per Unit/set/pair inclusive of all taxes in INR
	Karate Dress (Top, Trouser, & Belt)		

YOGA

SI No	Name of the item offered	Brand/Product	Rate per Unit/set/pair inclusive of all taxes in INR
	T-Shirt & Shorts for Boys		
	Jersey & Long Yoga Pants for Girls (stretchable)		

LAWN TENNIS

SI No	Name of the item offered	Brand/Product	Rate per Unit/set/pair inclusive of all taxes in INR
	T-Shirt & Shorts		
	Tennis Shoes		
	Wrist & Head Band		

CHESS

SI No	Description	Brand/Model Details	Technical Details/ Specifications	Sample No
	White Colour T-Shirt			
	White Colour Pant			

JUMP ROPE

SI No	Description	Brand/Model Details	Technical Details/ Specifications	Sample No
	White Colour T-Shirt			
	White Colour Pant			

CRICKET

SI No	Description	Brand/Model Details	Technical Details/ Specifications	Sample No
	White Colour T-Shirt			
	White Colour Pant			
	White Colour Cap			
	White Colour Shoe [With buttons]			
	Abdamon Guard			

SKATING

	Skating Skin Suit			
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I/We hereby under take that no extra charges, whatsoever will be claimed except rates as mentioned above.

I/We hereby under take to strictly abide by the commercial and other terms laid down in the tender.

Note: Bidders should quote the Grand total in e-procurement portal

DATE :

SIGNATURE OF THE BIDDERS

PLACE:

NAME ADDRESS AND SEAL

.....
(SCAN AND UPLOAD)

SECTION X:
CONTRACT FORM

THIS AGREEMENT made theday of....., 20... Between.....
(Name of purchaser) of..... (Country of Purchaser) (Hereinafter called "the Purchaser") of the one part and..... (Name of Service Provider) of..... (City and Country of Service Provider) (Hereinafter called "the Service Provider") of the other part:

WHEREAS the Purchaser is desirous that certain ancillary Goods viz.,.....
(Brief Description of Goods) and has accepted a tender by the Service Provider for the supply of those Goods in the sum of..... (Contract Price in Words and Figures) (Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the Bidders;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Purchaser to provide the Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Service Provider in consideration of the provision of the Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the Goods which shall be supplied/provided by the Service Provider are as under:

SL.NO.	BRIEF DESCRIPTION OF GOODS	UNIT PRICE

DELIVERY SCHEDULE:

IN WITNESS whereof the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
said..... (For the Purchaser)

in the presence of:.....

Signed, Sealed and Delivered by the said..... (For the Service Provider)

in the presence of:.....

SECTION XI: PERFORMANCE SECURITY BANK GUARANTEE FORM

To: (Name of Purchaser)

WHEREAS

.....
(Name of Service Provider)

hereinafter called "the Service Provider" has undertaken , in pursuance of dated,.....
Contract No..... 20... to
Supply.....
..... (Description of Goods) hereinafter called "the
Contract".

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with the supplier's performance obligations in accordance with the contract.

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

This guarantee is valid until theday of20.....

Signature and seal of Guarantors

.....
.....

Date

.....20.....

Address:

.....
.....
.....
.....

SECTION XII

(Please see Clause 9.2 (b) of the Instructions to Tenders)
Proforma for Performance Statement for the last Five years

IFT No..... Date of Opening..... Time Hours

Name of the Firm:

.....

Orders placed by [Full address of Purchaser]	Order No and Date	Description of service ordered	Value of Order	Date of Completion of service As per contract/ Actual	Remarks indicating reasons for late delivery, if any	Has the service been satisfactorily Functioning. [Attach a Certificate from the Purchaser if any]
1	2	3	4	5	6	7

Signature and Seal of the Bidders:

(SCAN AND UPLOAD)

ANNEXURE - H : PERFORMANCE SECURITY FORM

To: _____ (Name of Purchaser)

WHEREAS (Name of Supplier) hereinafter called "the Supplier" has undertaken , in pursuance of Contract No..... dated,..... 20... to supply.....(Description of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....20.....

Signature and Seal of Guarantors

.....

.....

Date.....20....

Address:.....

.....