

Sports Authority of India

Telephone No.

Fax No.

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

E-BIDDING DOCUMENT

For Rate Contract for _____

Bid Reference No.

Date: ____

DISCLAIMER

This RFP is being issued by Sports Authority of India (SAI) for procurement of _____ (Rate Contract) on such terms and conditions and technical specifications as set out in this RFP document.

It is hereby clarified that this RFP is not an Agreement and is not an offer or invitation by SAI to any party hereunder. The purpose of this RFP is to provide the bidder (s) with information to assist in the formulation of their proposal submission. This RFP document does not purport to contain all the information bidders may require. This RFP document may not be appropriate for all persons and it is not possible for SAI to consider particular needs of each bidder. Each bidder should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. SAI and their advisor make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations or otherwise as to the accuracy, reliability or completeness of the RFP document.

SAI in their absolute discretion, but without being under any obligation to do so, may update, amend or supplement the information in this RFP document.

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PART-1

BIDDING PROCEDURE

SECTION-I
SPORTS AUTHORITY OF INDIA

Telephone:

Fax:

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

Bid Reference No.

Date: ____

INVITATION FOR ONLINE BIDS (IFB)
FOR RATE CONTRACT

1. Sports Authority of India, for and on behalf of the _____
Sports Authority of India **invites online Bids (Manual bids shall not be accepted)** in single stage on **two bid system** for conclusion of Rate Contract for supply of following Items.

| Brief Description of Sports Items to be procured | Amount of Bid Security in Rs. _____(or equivalent Foreign Exchange amount, in case of GTE) |
|--|--|
| | |

Scanned copy of Bid Security is to be uploaded online and Hard copy of the same must be sent to the _____ on or before Bid Submission Date & Time as mentioned in Critical Date Sheet.

The prospective bidders who are not registered can register with e-procurement system of NIC by paying necessary registration charges.

NOTE:

- a) No cost of tender document may be charged for the tender documents downloaded by the bidders. (Rule 161(iv) of GFR 2017)
- b) The amount of Bid Security should generally be between two to five per cent of the estimated value of the goods to be procured. The exact amount of Bid Security to be indicated above should be rounded off to the nearest thousand of Rupees.

SCHEDULE OF BIDDING PROCESS WITH KEY DETAILS

| | |
|--|----------------------------------|
| Date of publish of RFP on e-procurement portal of CPP | |
| Start date of downloading of document | |
| Date and time of pre bid conference* | |
| Last date for submission of queries/ clarification made during the pre bid conference in writing ** | |
| Bid submission start date | |
| Last Date and Time of uploading/submission of Bids | |
| Opening of Techno-Commercial Bid (Bid 1) | |
| Opening of Price Bid (Bid 2) | To be informed separately |

* Venue of pre bid conference.

** Queries / Clarifications are to be responded online only.

2. Bidder may also download the Bidding Documents from the web site- www._____ & CPP Portal of Govt. of India i.e. <http://eprocure.gov.in/eprocure/app>. Bidders shall ensure that their Bids, complete in all respect are uploaded online before the closing date and time as indicated in the critical date sheet above on CPP Portal <http://eprocure.gov.in/eprocure/app>.
3. Bids shall be submitted online only at CPPP website: <http://eprocure.gov.in/eprocure/app>. Bidders are advised to follow the instructions provided in the 'Instructions to the Bidder for e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>.
4. Bidder who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> and SAI website _____ shall not tamper/modify the tender form including downloaded price bid template in any manner. In case, the same is found to be tempered/modified in any manner, tender will out-rightly be rejected.
5. Intending bidders are advised to visit again CPP Portal website www.eprocure.gov.in and SAI website _____ at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

**Designation of the Person
For and on behalf of _____
-----, Sports Authority of India**

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SECTION – II INSTRUCTIONS TO BIDDERS (ITB)

A. PREAMBLE

1. Definitions and Abbreviations

i) The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

ii) Definitions:

- a. “Purchaser” means the organisation purchasing goods and services as incorporated in the Tender Enquiry documents i.e,

- b. “Tender” means bids/quotations/Tender received from a Firm/ Bidder.
- c. “Bidder” means bidder/the individual or firm submitting bids/Quotations/Tender.
- d. “Supplier” means the individuals or the firm supplying the goods and services as incorporated in the contract.
- e. “Goods” means the instruments, machinery, equipment, medical equipment etc., which the supplier is required to supply to the purchaser under the contract.
- f. “Services” means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- g. “Earnest Money Deposit” (EMD) means Bid Security/monetary or financial guarantee to be furnished by a bidder along with its tender.
- h. “Contract” means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc., therein.
- i. “Performance Security” means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- j. “Consignee” means person to whom the goods are required to be delivered to a person as an interim consignee for the purpose of person is the consignee, also known as ultimate consignee.
- k. “Specification” means the document/standard that prescribes the requirement with which goods or service has to conform.

- l. “Inspection” means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- m. “Day” means calendar day.

iii) Abbreviation:-

- a. “TE Document” means Tender Enquiry Document
- b. “NIT” means Notice Inviting Tenders
- c. “ITB” means Instruction to Tenders
- d. “GCC” means General Conditions of Contract
- e. “SCC” means Special Conditions of Contract
- f. “NSIC” means National Small Industries Corporation
- g. “DP” means Delivery Period
- h. “BG” means Bank Guarantee
- i. “GST” means Goods & Services Tax
- j. “RR” Railway Receipt
- k. “FOR” means Free on Rail.
- l. “RT” means Re-Tender

2. Introduction

- 2.1 Sports Authority of India an autonomous body under Ministry of Youth Affairs & Sports New Delhi, herein after called” SAI” has issued these Bidding Documents for conclusion of Rate Contract for purchase of goods and related services as mentioned in Section – V – “Schedule of Requirements”. The Rate Contract so concluded shall be for bona-fide use of all indentors of SAI.
- 2.2 This section (Section II - “Instruction to Bidders”) provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids. It also includes the mode and procedure to be adopted by SAI for receipt and opening as well as scrutiny and evaluation of Bids and subsequent conclusion of Rate Contract.
- 2.3 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.

3. Language of Bid

The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the Bid exchanged between the Bidder and the purchaser, shall be written in the English and Hindi 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 or Hindi translation and, for purposes of interpretation of the Bid, the English or Hindi translation shall prevail.

4. Tendering Expenses

The Bidders shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process

5. Local Conditions

It is imperative that each bidder fully acquaints himself with all the local conditions and factors, which would have any effect on the performance/completion of the contract in all respect. Bidders would themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time in India and/or country of manufacture and supply. On such matters, the purchaser shall not entertain any request from the bidders.

(b) PRE BID MEETING

- 6.1** A Pre-Bid conference will be held with the prospective Bidders for the purpose of holding technical & commercial discussions and providing clarifications by the Purchaser. In the Pre-Bid Conference, clarifications pertaining to technical, commercial and other issues regarding the items stipulated in the RFP may be required by the prospective bidders will be provided. The prospective bidders should on their own cost, attend the said conference on the date and venue.
- 6.2** Details of proposed/suggested variations/ deviations/ additions from the Bid specification/conditions, if any, should be clearly indicated while sending queries before Pre-Bid Conference. Any verbal suggestion/ proposal of variations/ deviations/ additions in the RFP document made during the Pre Bid Conference should also be given in writing to the Purchaser latest by _____ hours on next working day of the pre bid conference.
- 6.3** The purchaser may clarify on variations/ deviations, alternative proposals, which ensure equal or higher quality/ performance to the Technical Specifications during Pre-Bid Conference. However, the decision of the purchaser in this regard will be final.
- 6.4** After incorporation the amendments acceptable to the Purchaser, the RFP Document shall be frozen as per the details provided in RFP, through issuance of an Addendum (s) which can be downloaded from the e-procurement portal and website of SAI. The Bidder shall submit its Bid along with Bid documents including Addendum if any issued duly signed and stamped.

- 6.5 Non-attendance at the Pre- Bid Conference will not be a cause for disqualification of a Bidder. However, the terms and conditions of the addendum (s) will be legally binding on all bidders irrespective of their attendance at the Pre-Bid Conference.
- 6.6 No further suggestions for deviations/ variations/ additions will be entertained after the Pre-Bid Conference.

(c). BIDDING DOCUMENTS

7. Content of Bidding Documents

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

- Section II – Instructions to Bidders (ITB)
- Section III – Qualification Criteria & Performance Statement
- Section IV – Bidding Form
- Section V – Schedule of Requirements (SOR) for R/C.
- Section VI – Technical Specifications
- Section VII – General Conditions of Contract (GCC)
- Section VIII – Rate Contract Forms

8. Amendment(s) to Bid Document

8.1 At any time prior to the deadline for submission of bid, the Purchaser may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid document by issuing suitable amendment(s) to it.

8.2 Such an amendment to the bid document will be uploaded on SAI website: www._____.com and Central Public Procurement (CPP) Portal of Government of India i.e. www.eprocure.gov.in only.

8.3. Prospective bidders are advised in their own interest to visit website of Sports Authority of India (SAI) and CPP Portal for any amendment etc. before submitting their bids.

8.4 In order to afford prospective bidders reasonable time to take into account the amendments in preparing their bids, SAI may, at its discretion, suitably extend the dead line for submission of bids.

9. Modifications/withdrawal of bids

9.1 The bidder, after submitting the bid, is permitted to submit alterations/modifications to the bid, so long such alterations/ modifications are received duly sealed and marked like original bid, up-to the date and time of submission of bid. Any amendment/modification submitted after the prescribed date and time of receipt of bids is not to be considered.

9.2 The bidder may modify or withdraw his bid after submission, provided that a written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

10. Clarification of Bid Document

10.1 A bidder requiring any clarification or elucidation on any issue in respect of the bid document may take up the same with the Purchaser in writing. The Purchaser will respond in writing to such request provided the same is received (by the Purchaser) not later than _____ days prior to the prescribed original date of submission of bid.

10.2 Any clarification issued by Purchaser in response to query (ies) raised by the prospective bidders shall form an integral part of bid document and it may amount to an amendment of the relevant clause(s) of the bid document.

11. Late bids

Any bid submitted after the specified date and time for submission of bids shall not be considered.

12. Bid format

The bidders are to furnish their bids as per the prescribed format at **Section IV (A)** and also as per the instructions incorporated in the bid document.

(d). PREPARATION OF BIDS

13. Documents Comprising the Bid

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

A) Technical Bid (Un priced Bid):

The Bidder shall submit the scanned copy of following documents along with company file while submitting the bid documents:-

- i. Bid Security. Bid Security is to be furnished in accordance with clause 20 of ITB and bid submission as per Form at **Section IV (A)**. Alternatively, documentary evidence for claiming exemption, if any, from payment of Earnest Money.
- ii. Authorization Certificate issued by OEM in favour of the bidder, if the bidder is not the Manufacturer of the goods to be supplied.
- iii. Self-attested ID proof, address proof, Pan Card and a recent passport size colored photograph of authorized representative.
- iv. Bidder/Agent who quotes for items manufactured by OEM shall furnish scanned copy of Manufacturer’s Authorization Form as per **Section IV (D)**.

- v. Certificate of Incorporation/ Registration Certificate of the firm / Company/Agency.
- vi. Registration certificate of Partnership Company, duly registered copy of partnership deed/MOA of the company.
- vii. Documents mentioned in the qualification criteria as per **Section III (A)**.
- viii.** “Performance Statement” as Performa in **Section III-B**.
- ix. National Electronic Fund Transfer (NEFT Form) as per **Section IV- (F)** for payment in Indian Rupee.
- x. Certificate of Chartered Accountant showing annual turnover for the last three financial years (_____). Copies of Balance Sheet, Profit and Loss Account statement etc need not be enclosed.
- xi. Income Tax returns filed for the last three financial years. (_____).
- xii. Goods & Services Tax Registration Certificate
- xiii. Valid PAN.
- xiv. Copy of the Technical Specifications, Make, Model or Catalogue/leaflet of the product proposed to be supplied with complete specifications.
- xv. An undertaking from the bidder to the effect that the Items to be supplied as per schedule of quantity meet the requisite specifications and the standards set out by the respective International Federation.
- xvi. Detailed specifications along with make and model of the goods which the bidder proposes to supply. In case, the configuration/specifications offered by the bidder are found to be inferior to the configurations/specifications prescribed in the nomenclature Section VI, then the tender of such bidders shall be rejected out rightly.
- xvii. Bidder shall furnish details of its quality control system and organisation system certifying that they have the capacity to ensure adequate quality control at all stages of the manufacturing process. If the bidder is not the manufacturer, the said information is to be obtained from the OEM.
- xviii. Catalogue containing detailed technical specifications.
- xix. Solvency of Rs _____certified by his Bankers.
- xx. The bidder should not be debarred/blacklisted during the last three financial years. (Undertaking thereof)

Note-1: *The bidding companies /firms /agencies are required to attest (self attestation) the scanned copies of documents, along with the bid, signed on each page with seal, to establish the bidders’ eligibility and qualifications failing which their bid*

shall be summarily rejected and will not be considered. The bidders are responsible for what they attest and claim; if, later on, it is found that whatever has been attested by the bidder is not true/ correct, the company/ firm / agency of the bidder will render itself liable for punitive action including black- listing for purpose of procurement of any item(s), in addition to attracting penal provisions of the agreement.

Note-2: *The bidders shall execute necessary instrument and documents required by SAI/purchaser in relation to the bidding documents and shall adhere to all notification/amendments as may be issued by the purchaser from time to time. All costs (including taxes, stamp duties and registration charges if any shall be borne by the bidders).*

Note-3: *The Technical bid shall not include any financial information. Such a bid shall be summarily rejected.*

B) Price Bid:

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

- i) The bidder shall quote the price inclusive of all taxes, duties, Transportation, Packing and all other incidentals excluding GST*. The basic unit price shall be indicated individually against all the items. The bidder shall quote rates for all the items given in the schedule (Section IV- C). If the bidder does not quote rate for any of the items given in the Schedule, the offer will not be considered, being unresponsive. The offer shall be in Indian Rupees only.
- ii) Bidder shall quote only one price for each item. If more than one price is quoted, the lowest unit rate quoted by the bidder will be considered for evaluation.
- iii) The unit price shown in the financial bid will be inclusive of all taxes, duties, Transportation, Packing and all other incidentals excluding GST*. GST* will be quoted in separate column of price schedule. Statutory variations in GST*, if any, shall be reimbursed against the proof of payment to the statutory authority during the period from the date of the tender to the date of acceptance of the tender (that is placement of the contract) and during the original/extended delivery period of the contract.
- iv) The bidders should quote their lowest possible prices. The Bidders shall be required to certify / give an undertaking to the effect that the rates quoted are minimum / reasonable and they have not quoted / charged lower rates from any other Government / State / PSU Departments. The undertaking be certified and stamped by their Chartered Accountant. In case the contractor offers to supply the equipments conforming to same specification to any other state or central government or PSU at rates lower than the rates accepted against the present contract/ such lower rates shall also be made applicable to all the equipments supplied/ to be supplied against the present contract subsequent to the said date of offer of supply at the lower rates by the contractor.
- v) The authorized signatory of the bidder must sign the bid, duly stamped at appropriate places with initial on all the pages of the bid including Addendum if any issued.

- vi) No condition shall be attached to the Financial Bid. Conditional bids shall be summarily rejected.
- vii) The bid of a bidder, who does not fulfill any of the above requirements and /or gives evasive information /reply against any such requirement, shall be liable to be ignored and rejected.

Note:-

Bidders are requested to upload the “Technical Bid’ and ‘Financial Bid’ having the above mentioned documents online in PDF format.

14. Submission of Lab Reports – The successful bidder shall submit latest lab report in respect of each item not later than a year old from Government or Government approved lab of each item quoted conforming to specifications.

15. Submission of sample(s)

15.1 The bidder those have been technically qualified as per parameter of the bid document shall be required to submit one sample of each item except sports equipment(s) for which rate contract offer has been invited. The bidder shall be required to submit sample(s) within the 07 days from the date of issue of intimation from the purchaser at no cost to purchaser. The sample(s) shall be properly marked/tagged with item code and necessary technical details thereof.

15.2 The bidder those have been technically qualified as per parameter of the bid document in respect of sport equipment(s) shall be required to submit one sample (miniature) with precise indication about quality of material, such as boxing ring, billiards table, football and hockey goal post etc. at no cost to purchaser.

15.3 A nominated committee shall evaluate the sample(s) of each item as per technical specification and parameters mentioned in the bid documents. The financial bid of those bidders will be opened whose sample(s) meets the technical criteria of the bid document.

15.4 The sample(s) of unsuccessful bidders will be returned within a period of 30 days after conclusion of contract at no cost to purchaser. The sample(s) of successful bidders will be retained for matching at the time of supply of items as per supply order issued by the consignee, other than sports equipments.

16. Bid Currencies

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

17. Bid Prices

17.1 The Bidder shall indicate in the Price Schedule provided under Section-IV(C) all the specified components of prices shown therein. All the columns shown in the price schedule should be filled in as required. If any column does not apply to a Bidder, same should be clarified as “NA” (means Not Applicable) by the Bidder.

17.2 While quoting the price as per the columns of the Price Schedule, the aspects noted at the end of the price schedule should be taken into account.

17.3 The unit price shown in the financial bid will be inclusive of taxes & duties. The bidder shall quote for all these taxes including GST separately in the given column of price schedule. Statutory variations in such duties, if any, shall be reimbursed against the proof of payment to the statutory authority during the period from the date of the tender to the date of acceptance of the tender (that is placement of the contract) and during the original/extended delivery period of the contract.

18. Local Duties & Taxes:

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

19. Firm Price

The prices quoted by the Bidder shall remain firm and fixed during the currency of the Rate Contract and not subject to variation on any account. As regards, taxes and duties, if any chargeable on the items, clause 13.3 of this Section will be applicable.

20. Alternative Bids

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

21. Documents Establishing Bidder's Eligibility and Qualifications

21.1 Pursuant to ITB clause 13, the Bidder shall furnish, as part of its Bid, relevant details and documents establishing its qualification for consideration of its bid.

21.2 The documentary evidence needed to establish the Bidder's qualification shall fulfil the following requirements:

- a) In case the Bidder offers to supply goods, which are manufactured by some other manufacturer, and, the Bidder has been duly authorised by the goods manufacturer/Distributor/Stockist to quote for and supply the goods to the purchaser, the Bidder shall submit the manufacturer's/Distributor/Stockist's authorization letter to this effect as per the standard form provided under Section IV of this document.
- b) The Bidder and Manufacturer meets the qualification criteria incorporated in the Section III.
- c) If a bidder furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

22. Bid Security

- 22.1 The Bidder shall furnish along with its Bid, Bid Security for an amount as shown in the IFB in Section I. The Bid Security is required to protect the purchaser against the risk of the Bidder's unwarranted conduct as amplified under sub-clause 22.7 below. Non submission of bid security will be considered as major deviation and bid without Bid Security will not be considered. **Bid security must be submitted to the Purchaser before bid submission end date and time.**
- 22.2 In case as per Notification of Government of India, if the Bidder falls in the category of exemption of Bid Security, Bidder should furnish the relevant Notification along with required documents like valid Registration Certificate etc. If no such notification or Registration Certificate is furnished along-with the bid, bid shall be treated as un-responsive and shall be summarily ignored without any further reference.
- 22.3 The Bid Security shall be furnished in one of the following forms:
- (i). Account Payee Demand Draft
 - (ii). Fixed Deposit Receipt
 - (iii). Banker's cheque/Pay Order
 - (iv). Bank Guarantee
- 22.4 The Demand Draft, Fixed Deposit Receipt or Banker's Cheque shall be drawn on any Commercial Bank in India or country of the Bidder, in favour of the "_____, Sports Authority of India", payable at "_____. In case of Bank Guarantee, the same is to be provided from any commercial bank in India as per the format specified under Section IV (D) of Bid Documents.
- 22.5 The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the Bid. As validity period of Bid is ____ days, the Bid Security shall be valid for ____ days from the date of opening of Techno - Commercial Bid.
- 22.6 Bid Security of unsuccessful Bidders will be returned to them without any interest, after expiry of the Bid validity period, but not later than thirty days after conclusion of the resultant Rate Contract. Successful Bidder's Bid Security will be returned without any interest, after receipt of Performance Security from that Bidder.
- 22.7 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.

23. Bid Validity

- 23.1 The Bid shall remain valid for acceptance for a period of ____ 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.
- 23.2 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.
- 23.3 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.

24. Signing of Bid

- 24.1 The Bidders shall submit their Bids as per the instructions contained in ITB clause 6.
- 24.2 Bid shall be signed by the bidder or by a person(s) who has been duly authorized to bind the Bidder to the contract and upload in PDF format.
- 24.3 The bid shall be duly signed at the appropriate place as indicated in the Bidding Documents and all other pages of the Bid. The Bid shall not contain any erasure or overwriting. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the Bid.
- 24.4 Bidding Document seeks offers following **Two Bid System**, in two parts. First part will be known as **'Technical Bid'**, and the second part **'Price/Financial Bid'** as specified in clause-13 of ITB.

(e) SUBMISSION OF BIDS

25. Submission of Bids

- (i) Bids should be submitted On-line as per the instructions given for On-line submission under Section II (B).
- (ii) Bids must be received by the Purchaser not later than the date and time prescribed in the bid document.
- (iii) Purchaser, at his discretion, may extend the deadline for submission of bids by amending the bid document in accordance with clause 8 of **ITB**. In that case, all rights and obligations of the Purchaser and the bidders would automatically stand extended.
- (iv) Submission of more than one bid by the same bidder shall entail him for disqualification from participating in the bid process. Either OEM or its Agent / Authorized Dealer shall submit the Bid.

(f). BID OPENING

26. Opening of Bids

- 26.1 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.
- 26.2 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.
- 26.3 Authorized representatives of the Bidders, who have submitted Bids on time may attend the Bid opening provided they bring with them letters of authority from the corresponding Bidders acknowledgement letter of bid submission at CPPP website: <https://eprocure.gov.in/eprocure/app>.
- 26.4 Two Bid system will be as follows: The **Techno - Commercial Bids** are to be opened in the first instance, at the prescribed time and date as indicated in IFB Critical Date Sheet. During the Techno - Commercial Bid opening, the Bid opening official(s) will read the salient features of the Bids like brief description of the goods offered, Bid Security and any other special features of the Bids, as deemed fit by the Bid opening official(s). Finance Bids will be opened only of those bidders who qualify the technical parameters specified in clause 9 above read with qualification criteria stipulated in Section III.

(g) SCRUTINY AND EVALUATION OF BIDS

27. Basic Principle

Bids will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the bidders in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders

28. Preliminary Scrutiny of Bids

- (i) The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- (ii) Purchaser will determine the responsiveness of each Tender to the TE Document without recourse to extrinsic evidence.
- (iii) The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.
- (iv) The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;
 - a) Qualification Criteria not enclosed.
 - b) Tender is unsigned.
 - c) Tender validity is shorter than the required period.

- d) Required EMD (Amount, validity etc.)/exemption documents have not been provided.
- e) Bidder has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorization letter.
- f) Bidder has not agreed to give the required performance security.
- g) Goods offered are not meeting the tender enquiry specification.
- h) Bidder has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
- i) Poor/ unsatisfactory past performance.
- j) Bidder has not quoted for the entire quantity of an item.
- k) Bidder has not complied with the requirement of Clauses of ITB.

29. Minor infirmity/irregularity/Non-conformity

If during the preliminary examination, the purchaser find any minor infirmity and/ or irregularity and/ or non-conformity in a tender, the purchaser will convey its observation on such 'minor' issues to the bidder by speed post/ mail etc. asking the bidder to response by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

30. Discrepancies in Prices

- a) If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
- b) If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected, and
- c) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 31 of ITB.
- d) If, as per the judgment of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by registered/speed post. If the bidder does not agree to the observation of the purchaser, the tender is liable to be ignored.

31. Qualification Criteria

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

32. Comparison of Bids and Award Criteria.

- 32.1 For comparison & ranking purpose for evaluation, the comparison of the responsive Bids shall be carried out on Free Delivery at Consignee Site basis, taking into consideration all applicable taxes and duties.
- 32.2 Bids shall be evaluated on the basis of technically and commercially responsive Lowest (L-1) bidder whose rates are **item wise/overall**

lowest (to be defined by tender inviting authority depending on the nature of the items being procured).

- 32.3 The purchaser reserves the right to conclude one or more than one rate contract for the same item. If it is decided to have parallel rate contracts, depending on the anticipated demand of the items, location of the users, capacity of the responsive bidders, reasonableness of the prices quoted by the responsive bidders, etc., the procedure as given in the succeeding clauses shall be adopted.
- 32.4 The lowest prices shall be counter offered to all other higher quoting responsive bidders under intimation to L1 asking them to send their revised tenders in sealed covers/through fax or email or online on e-bidding platform to be opened in public at a specified place, date and time (as per the standard procedure). L1 will be specifically informed that it may, if it so desires, reduce its price and send its revised tender accordingly as above. Those who accept the counter offered prices or below shall be awarded parallel rate contracts
- 32.5 While making counter offers to other higher quoting bidders, R/C holding firm (L-1) shall be informed that these rates(Rate Contract rates) are being counter offered to other higher quoting bidders, and an opportunity is being provided to him for reduction in prices, if so desired by him. In case of any reduction in price by the firm, same shall be made applicable in respect of supplies made from the date of confirmation letter.
- 32.6 Where, however, the price of L-1 is not acceptable to the purchaser, SAI reserve the right to arrive at a reasonable lowest price. In case the bids received from responsive bidders are higher than that of reasonable lowest price arrived at by SAI, initially the reasonable price as arrived at by SAI shall be counter offered to the responsive L-1 bidder. On acceptance of the counter offered price, Rate Contract with the L-1 bidder shall be concluded. Thereafter counter offers will be made to other higher quoting responsive bidders. Responsive bidders who accept the counter offered rates or quote lower rates shall be awarded Parallel Rate Contracts. The Rate Contract shall be awarded to the responsive Bidders who meet the laid down Qualification Criteria stipulated in the Bid document.

(h) AWARD OF CONTRACT

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

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

34. Notification for Award of Rate Contract

- 34.1 Before expiry of the Bid validity period, the purchaser will notify the successful Bidder(s) in writing, by Speed Post/E-mail & to be confirmed

by Speed Post/E-mail that its Bid for goods, which have been selected by the purchaser, has been accepted for award of Rate Contract.

The successful Bidder shall furnish to the purchaser the required Performance Security within _____ days from the date of issue of Notification for Award of Rate Contract, failing which the bid security will be forfeited and the Notification for Award of Rate Contract may be cancelled. Relevant details about the Performance Security have been provided under Clause 4 of GCC (Section VII).

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

34.3 The details of Award of Work and name of the successful bidder shall be mentioned on CPP Portal and also on the website of SAI.

34.4 Notification of Award shall constitute the conclusion of contract.

35. Issue of Contract

(i) Promptly after notification of award, the Purchaser will mail the Contract Agreement as per **Section VIII (A)**, duly completed to the successful bidder by speed post/mail.

(ii) The successful bidder shall return the contract in duplicate duly typed on stamp paper and duly signed and dated, to the Purchaser by speed post/mail within _____ days from the date of issue of the contract.

(iii) The purchaser reserves the right to issue the Notification of Award consignee wise.

36. Annulment of Award

Failure of the successful bidder to comply with the requirement of signing an agreement with the Purchaser and furnishing Performance Security as per clause 4 of **GCC Section VII** shall constitute sufficient ground for annulment of the award and forfeiture of bid security.

37. Termination of Contract

The SAI reserves the right to terminate the contract without assigning any reason. Before termination of contract, SAI will notify the service bidder giving a notice of 30 days.

38. Disqualification

Purchaser reserves the right to disqualify the bidder for a suitable period who fails to supply the items in time. Further, the bidder(s) whose items do not perform satisfactorily in accordance with the specifications may also be disqualified for a suitable period by the Purchaser. Misrepresentation of facts if found at any stage during the contract period including warranty clause will also attract disqualification.

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

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

40. Corrupt or Fraudulent Practices.

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

- (a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
- (b) will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices or gross/deliberate negligence in competing for, or in executing the contract.

“The Purchaser reserves the right not to conclude the Contract and in case contract has been issued, terminate the same, if, found to be obtained by any misrepresentation, concealment and suppression of material facts by the Bidder. In addition, Bid Security/Performance Security (as the case may be) deposited by the Bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment & suppression of material facts shall be initiated.”

41. Conflict of Interest among bidders/agents

A bidder shall not have conflict of interest with others bidders. Such conflict of interest can lead to anti competitive practices to the detriment of purchaser’s interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process if;

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- e) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assemblies from one bidding manufacturer in more than one bid.

f) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business.

SECTION-II-B

Instructions for Online Bid Submission

1. The Bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in//eprocure/app> .

2. REGISTRATION

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

3. SEARCHING FOR TENDER DOCUMENTS

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

- (iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the helpdesk.

4. PREPARATION OF BIDS

- (i) Bidder should take into account corrigendum/amendment/modification published on the tender document before submitting their bids.
- (ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- (iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

5. SUBMISSION OF BIDS

- (i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (ii) The Bidder has to digitally sign and upload the required bid documents one by one as indicate in the tender document.
- (iii) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- (iv) Bidder should prepare the Bid Security as per the instruction specified in the tender document. The original should be **posted/couriered/given** in person to the concerned official latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- (v) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission on the bids by the bidders, opening of bids etc. The Bidders should follow this time during bid submission.
- (vi) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (vii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (viii) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.
- (ix) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

6. ASSISTANCE TO BIDDERS

- (i) Any query relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- (ii) Any query relating to the process of online bid submission or query relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The Contact number for the helpdesk is 1800 3072 2232. Foreign bidder can get help at +91-7878007972, +91-7878007973.

SECTION – III – (A)

QUALIFICATION CRITERIA

Bid Reference No.

Dated: _____

- (a) The Bidder must be a Manufacturer or its authorized agents
(b) The bidder must satisfy the following eligibility criteria

| Sl. No. | Criteria | Documentary Evidence Required |
|----------------|---|---|
| 1. | The bidder must be a company/firm/sole proprietor registered in India from last __ years as on the bid submission date. | Enclose copy of certificate of incorporation/registration issued by relevant authority in India. |
| 2. | Bidder must have annual average turnover of Rs. _____ in last three financial years viz _____ | Statutory Auditor's Certificate that provides the information explicitly as per the criteria. Statutory Auditor's Certificate is mandatory. Providing Balance Sheet or Financial Statements is not sufficient for this requirement. |
| 3. | The bidder must have completed satisfactorily at least two supply orders of sports items of similar nature as stipulated in schedule of quantity, of the value of Rs_____each during the last five years to government department/autonomous bodies/PSUs /Universities/Sports Academies, Sports Federations, sports training centres, sports stadia recognized by Government. | The requisite supply order (s) along with satisfactory completion certificates issued by relevant authority not less than the rank of Section Officer. |
| 4. | The bidders should not have been debarred/blacklisted by any state/central government/PSUs/ Government Recognized Academies/ Federation/Stadia/Training Centre | Enclose blacklisting declaration in the format given in Section VIII (D). |
| 5. | The bidder should have been registered under GST with valid GST No. | Enclose copy of GST registration certificate. |

SECTION- III

(B) PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last three years)

Bid Reference No. : _____

Date of opening : _____

Name and address of the Bidder : _____

Name and address of the manufacturer : _____

| Order placed by (full address of Purchaser) | Order number and date | Description and quantity of ordered goods | Value of order (Rs.) | Date of completion of supply/Contract | Remarks indicating reasons for delay if any |
|---|-----------------------|---|----------------------|---------------------------------------|---|
| 1 | 2 | 3 | 4 | 5 | 6 |
| | | | | | |

Signature and seal of the Bidder

Note: - Purchaser reserves the right to ask the manufacturer/ the Bidder to furnish Order copies and satisfactory Consignee Certificate in respect of above.

SECTION – IV
(A) BID SUBMISSION FORM

Date_____

To

Sports Authority of India

Ref.: Your Bidding Document No. _____ dated _____

Sir,

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

2. We further confirm that, if our Bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 04 of Section-VII for due performance of the Contract.
3. We agree to keep our Bid valid for acceptance for 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.
4. We further confirm that, upon conclusion of formal Contract on us, the supply orders placed on us by the designated Purchaser against the Contract shall constitute a binding contract between us and the Purchaser.
5. We confirm that the rates offered by the OEM or its authorized agent are same in respect of the items stipulated in the contract document.
6. We undertake that we have not supplied the required items at a price lower than the price quoted for these items by us.
7. We fully agree to abide by all terms and conditions of General Conditions of Contract/Special Condition of Contract as per Section-VII.
8. We further understand that you are not bound to accept the lowest or any Bid you may receive against your above-referred Bid Reference.
9. We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.
10. We confirm that we fully agree to the terms and conditions specified in above mentioned Bidding Document, including amendment/ corrigendum if any

[Signature with date, name and designation]

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

[Name & address of the manufacturers]

Section IV
(C) Price Schedule Form

Bid reference No.-----

| Sl. No. | Item | Rate per unit (inclusive of Taxes, Duties, Transportation, Packing and all other incidentals) other than GST* (Rs.) | | GST* (Goods and Services Tax) Per unit | | Total cost (inclusive of Taxes and Duties) and GST* (Rs.) (iii) + (v) | |
|---------|------|--|-------|---|-----------------|--|-------|
| | | | | Percentage | Amount (Rs.) | | |
| | | | | | | | |
| (i) | (ii) | (iii) | | (iv) | (v) | (vi) | |
| | | Figures | Words | | | Figures | Words |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | Total | | | | Total | |

- a) Please quote total cost in figures and words (inclusive of all applicable levies, Taxes, Duties, Transportation, Packing and all other incidentals.
- b) All levies and taxes like Packing, Forwarding, Freight, Insurance charges, GST* etc. are assumed to be mandatorily included in the total cost.
- c) Any alteration/cutting/over-writing in the rates should be attested by the authority signing the bid. Bids received with alteration/ cutting/over-writings without attestation will not be considered.
- d) If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by adding (iii) & (v), the unit price shall prevail and the total price corrected accordingly.
- e) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.

- f) If, as per the judgment of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by speed post/e-mail. If the bidder does not agree to the observation of the purchaser, the tender is liable to be ignored.
- g) As the basis of bidding is unit rate, it will be assumed that in absence of any other information, rate quoted is for per unit.
- h) Ranking of Bidders would be on the basis of total cost (items wise/overall cost-to be defined by tender inviting authority depending on the nature of the items being procured) i.e. column (vi). In case 02 or more bidders quote the same rate for any item, the successful bidder will be the one whose average turnover is the highest during the last three years.
- i) In case bidder is not the OEM, he has to undertake that the rates being quoted are not higher than the rate of OEM and that undertaking need to be authenticated by the OEM.

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

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

- (1) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this Bid.
- (2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of its validity:-
 - a) Fails or refuses to furnish the performance security for the due
Performance of the contract.
 - or
 - b) Fails or refuses to accept/execute the Rate Contract.

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

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

(Signature of the authorised officer of the Bank)

Name and designation of the officer

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

SECTION -IV
(D) MANUFACTURER'S AUTHORISATION FORM

To

Sports Authority of India
.....
.....
.....

Dear Sirs,

Ref. Your Bidding Reference No. _____, dated _____
We, _____ who are proven and reputable
manufacturers of M/s.(Name of the Manufacturer) of
_____ (*name and description of the goods offered in the
Bid*) having factories/offices at _____, hereby
authorise Messrs _____ (*name and address of the
agent*) to submit a Bid, process the same further and enter into a Rate
Contract with you against your requirement as contained in the above
referred Bidding Documents for supply of the above goods manufactured by
us during the currency of the Rate Contract.

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

Yours faithfully,

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

[Name & address of the manufacturers]

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

SECTION – IV
(E) NEFT MANDATE FORM

From: M/s.

Date:

To

Sub: NEFT PAYMENTS

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

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATAE FORM

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

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

[Name & address of the manufacturers]

Confirmed by Bank

Enclosed a copy of Crossed Cheque

SECTION – IV

(F) Form for Power of Attorney

Know all men by these presents, we, _____(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms. (Name),son/daughter/wife of _____and presently residing at _____, who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the (Name of Mandate) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidder’s and other conferences and providing information/responses to Sports Authority of India(hereinafter referred to as “Purchaser”), representing us in all matters before Purchaser, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with Purchaser in all matters in connection with or relating to or arising out of our bid for the said Tender and /or till the entering into the Contract with Purchaser.

AND we hereby agree to ratify and confirm and do hereby all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____THE ABOVE NAMED PRINCIPALS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ___DAY OF 20**

For_____

(Signature)

(Name, Title, and Address) Witnesses:

- 1.
- 2.

Accepted (Notarized)
(Signature)
Attorney)

(Name, Title and Address of the

SECTION IV

(G) DISCLOSURE OF CONFLICT OF INTEREST

It is hereby disclosed that we have not any conflict of interest with others bidders in terms of conditions stipulated in clause No. 37 of Section II of Tender Document. If this disclosure is found wrong later on, we are liable for punitive action as per terms of the agreement.

(Authorized Signatory)

Stamp

SECTION IV

(I) DISCLOSURE OF CODE OF INTEGRITY

It is hereby disclosed that we _____ shall not act in contravention of the codes as under:-

1. Prohibition of:-

- a) Making offer either directly or indirectly in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- b) Any omission, or misrepresentation that may mislead or attempt to mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- c) Any collusion, bid rigging or anti competitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
- d) Improper use of information provided by the procuring entity to the bidder with intent to gain unfair advantage in the procurement process or for personal gain.
- e) Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.
- f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- g) Obstruction of any investigation or auditing of a procurement process.
- h) Making false declaration or providing false information for participation in a tender process or to secure a contract.

2. It is also disclosed that no previous transgressions have been made in respect of the provisions of Sub Clause (i) of Rule 175 of GFR with any entity in any country during the last three year or of being debarred by any other procuring entity.

(Authorized Signatory)

Stamp

PART-2

SUPPLY REQUIREMENTS

SECTION - V
SCHEDULE OF REQUIREMENTS

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

Section - VI

TECHNICAL SPECIFICATIONS

| Item No. | Description of Article | Technical Specifications |
|----------|------------------------|--------------------------|
| | | |
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PART-3

CONTRACT

Section VII
GENERAL CONDITION OF CONTRACT

| S.no. | Topic | Page no. |
|-------|--|----------|
| 1. | Definition of contract | |
| 2. | Application | |
| 3. | Notification for award of rate contract | |
| 4. | Performance security | |
| 5. | Non-receipt of performance security and contract by the purchaser | |
| 6. | Period of rate contract | |
| 7. | Placement of supply order | |
| 8. | Acknowledgement of the supply order and delivery | |
| 9. | Packing and marking | |
| 10. | Inspection testing and quality control | |
| 11. | Receipt of stores & notification of shortages and damage | |
| 12. | Consignees right of rejection | |
| 13. | Terms of delivery | |
| 14. | Transit insurance | |
| 15. | Incidental services | |
| 16. | Guarantee/ warranty | |
| 17. | Prices | |
| 18. | Taxes, duties | |
| 19. | Terms and mode of payment | |
| 20. | Remedies available to purchaser for delay in supply / non-supply for which supplier is responsible | |
| 21. | Extension of delivery period | |
| 22. | Revocation/cancellation of rate contract | |
| 23. | Removal of rejected material | |

| | | |
|-----|--|--|
| 24. | Liquidated damages | |
| 25. | Force majeure | |
| 26. | Fall clause | |
| 27. | Withholding and lien in respect of sums claimed | |
| 28. | Patent right | |
| 29. | Additional factors and parameters for evaluation and ranking of responsive tenders | |
| 30. | Resolution of disputes | |
| 31. | Jurisdiction | |
| 32. | Applicable law | |

SECTION - VII

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITION OF RATE CONTRACT:

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

2. APPLICATION:

This Rate Contract and Supply Orders placed against the Rate Contract shall be governed by the General Conditions of contract. This Rate Contract shall be operated by the all indenters of SAI.

3. Notification for Award of Rate Contract

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

The successful Bidder shall furnish to the purchaser the required Performance Security within ____ days from the date of issue of Notification for Award of Rate Contract, failing which the bid security will be forfeited and the Notification for Award of Rate Contract may be cancelled. Relevant details about the Performance Security have been provided under Clause 4 of GCC under Section VII.

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

4. PERFORMANCE SECURITY:

- a) As guarantee for the due performance, observance and fulfilment of all obligations, terms, conditions, representations, warranties and covenants of the Supplier under the Bidding Documents within _____ days from the date of the issue of notification of award by the purchaser, the Supplier shall furnish Performance guarantee to the Purchaser for an amount equivalent to (5 to 10%) of the total value of the contract prior signing of this contract.
- b) Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty period of..... month/year from the date of acceptance of the items by the consignee(s).
- c) Supplier may furnish in the form of an account payee Demand Draft, Fixed Deposit Receipt from the a commercial bank, Bank Guarantee from a Commercial bank in an acceptable form in the format at **Section VIII (B)**, safeguarding the Purchaser's interest in all respects.
- d) In the event of any amendment issued to the contract regarding extension of delivery period, the supplier shall, within _____days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the amended contract.
- e) Bid security should be refunded to the successful bidder on receipt of Performance Security.
- f) The Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations subject to adjustment of all amounts/losses/damages/recoveries/penalties payable to the Purchaser and claims of Purchaser , there from.
- g) The Performance Security shall be denominated in Indian Rupees in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in **Section-VIII (B)** of this document in favor of the Purchaser.
- h) Performance Security is to be forfeited and credited to the accounts of SAI, in the event of a breach of contract by the supplier, in terms of the relevant contract. Without prejudice to its other rights and remedies under any contract, law or equity (including without limitation Purchaser's right to terminate the Agreement for breach),\
- i) Supplier agrees that the decision of Purchaser in respect of any forfeiture/invocation/adjustment of the Performance Security will be final and binding on the Supplier. Purchaser shall be entitled, without any limitation or interference, to forfeit/invoke/adjust the Performance Security, as set out in this Section. Upon forfeiture/invocation/adjustment of the Performance Security as aforesaid, the Supplier shall replenish the Performance Security to their original amounts within 7 days from the date of such forfeiture/invocation/ adjustment. In case of any delay or failure in replenishing the Performance Securities as set forth in the foregoing sentence, Purchaser reserves its rights to terminate the Bidding Documents without any further notice to the Supplier.

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

Failure of the successful Bidder in providing Performance Security and / or returning Rate Contract copy duly signed in terms of ITB clauses 21 and 22 above shall make the Bidder liable for forfeiture of its bid security and, also, for further administrative actions by the purchaser as deemed fit.

6. PERIOD OF RATE CONTRACT:

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

7. PLACEMENT OF SUPPLY ORDER:

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

7.2 The Purchaser /Indentors reserve the right to place the supply order on any other supplier(s) during the rate contract period. The arrangement with the Supplier under this contract is on non-exclusive basis. While placing supply order, Indenter will indicate delivery period keeping in view his requirement and delivery period quoted by the Rate Contract holding firm. Rate Contract holding firm while acknowledging the supply order shall confirm the delivery date by which the stores will be supplied, depending upon the delivery period/rate of supply (Qty) offered per month and pendency of supplies against orders earlier received by him. In case the delivery date confirmed by the Rate Contract holding firm is not acceptable, the Indenter shall be at liberty to withdraw the supply order and place the same on other R/C holding firm.

- 7.3 The Purchaser shall place Supply Order in the prescribed format as given in Annexure-II, with a clear understanding that the expenditure involved in procuring the stores (Including cost of stores, duties and taxes, freight, and other incidentals if any) has received the sanction of the Competent Financial Authority and that the funds are available under proper Head of Accounts in the year in which the total cost will be paid.
- 7.4 All the supply orders would be considered as separate contracts between the Purchaser and the Supplier (Rate Contract holding firm) as per terms and conditions given in the Rate Contract. The responsibility for placing Supply Orders against the R/C, making payment to the supplier (after deducting liquidated damages or without liquidated damages as the case may be), legal issues, legal disputes, resolution of disputes and other liabilities shall rest with the respective Purchase Officer who place the supply order against the RC.
- 7.5 Purchaser shall be at liberty and may resort to purchase the same items from other sources also at all times , without intimating the Rate Contract holding firms.

8. ACKNOWLEDGEMENT OF THE SUPPLY ORDER AND DELIVERY:

- 8.1 The Supplier should accept the Supply order within 07 days of its receipt. In case Supplier fails to give such intimation within 7 days it shall be presumed that the contractor has accepted the Supply order.
- 8.2 In case of any deficiency with regard to the Rate, specification, taxes, duties and delivery period etc., given in the supply order the Contractor shall bring it to the notice of officer placing the supply order, within 07 days of the receipt of supply order, for due ratification. The effective date of supply order shall be the date when all clarifications have been received by the contractor and delivery period shall commence accordingly.

9. PACKING AND MARKING:

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

10. INSPECTION TESTING AND QUALITY CONTROL:

- 10.1 The Contractor should satisfy them-selves that the **stores** supplied are in accordance with the terms of the Contract and fully conform to the required specification by carrying out a thorough pre-inspection of each lot of the **stores** before actually delivering the **store** to the consignee.
- 10.2 In normal course the **Stores** will be supplied by the contractor on the basis of Manufacturers own Pre-despatch Inspection Certificate. However, purchased goods accepted by the purchaser/consignee and/or its authorized representative during inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the Rate Contract.
- 10.3 However, in case any Indentor/consignee desires to have the **stores** inspected before despatch, he should make a specific note in the supply order and the following exercise shall be undertaken for pre-despatch inspection of the **stores**:
- 10.3.1 The Purchaser and/or its nominated representative(s) may , inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications incorporated in the contract. The Purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging of Purchaser and/or its nominated representative(s) will be borne by the Purchaser and/or its nominated representative(s).
- 10.3.2 For such inspections and tests which are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- 10.3.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the Purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
- 10.3.4 If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to

the legal rights and remedies available to the Purchaser under the terms & conditions of the contract.

- 10.3.5 The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above. Notwithstanding anything above regarding inspection at site of supplier's site, it shall be the sole discretion of Purchaser to inspect the goods either prior to delivery at the supplier's site or upon arrival at Purchaser's site. In any case the Purchaser's reserves the right to reject the goods or may ask Supplier to replace the goods or alter them suitably at the risk and cost of supplier, according to timelines and policies of SAI.
- 10.3.6 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC.
- 10.4 Upon receipt of the stores by the consignee, the Purchaser/Consignee or his authorized representative will inspect the stores whether the same is as per contract specifications and upon acceptance of the store, will issue the Inspection and Acceptance Certificate certifying receipt of stores in full qty. and good condition clearly indicating Shortages/breakages, if any, for recovery of appropriate amount from the Contractor's bills.

11. Receipt of Stores & Notification of Shortages and Damage:

The Consignee is responsible for verifying at the time of taking delivery from the Carrier / Supplier that the stores have been received in full and good condition without loss or damages. If there are any deficiencies, the same should be endorsed in the inspection and acceptance certificate for effecting appropriate recoveries while making payment by the paying authority/officer.

12. Consignees Right of Rejection:

Notwithstanding the fact that the stores have been inspected and accepted by the consignee upon receipt, it shall be lawful for the consignee to reject the store or any part thereof within 30 days from the date of acceptance of the store by the consignee, if such stores or any part thereof is not in all respects in conformity with the terms & conditions of the rate contract.

13. TERMS OF DELIVERY:

Goods shall be delivered by the supplier in accordance with the terms of delivery of Rate Contract i.e. free delivery at consignee's premises within the main land.

14. TRANSIT INSURANCE:

The contractor will be fully responsible till the entire stores contracted for arrive in good condition at destination/consignee site. The transit risk in this respect may be covered by the contractor by getting the stores duly insured, if he so desires. The insurance cover shall be obtained by the contractor in his own name only.

- Risk in the equipments supplied under the Contract shall pass to SAI upon delivery, inspection, successful installation and acceptance of Goods by SAI.

15. INCIDENTAL SERVICES:

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

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

16. GUARANTEE/ WARRANTY:

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

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

16.3 The supplier shall, promptly (say within 07 days) repair or replace the defective goods or parts thereof, free of cost, at the destination. The supplier shall take over the replaced parts/goods after providing their

replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter.

- 16.4 If the supplier, having been notified, fails to rectify/replace the defect(s) promptly, the purchaser may proceed to take such remedial action(s) as deemed fit by him, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 16.5 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the purchaser promptly on receipt of order from the purchaser.
- 16.6 That the goods shall be free from any defect, rendering them unmerchantable, which would be apparent on reasonable examination of the sample.

Supplier will extend to SAI, the benefit of any guarantee or warrantee which may have been given to the Supplier in respect of Goods which it supplies.

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

18. TAXES, DUTIES:

18.1 Supplier shall be entirely responsible for all taxes, duties, levies etc. incurred until delivery of the contracted goods to the purchaser. Only statutory variations on GST (if applicable) shall be reimbursed to the extent of actual payment by the Supplier.

18.2 LOCAL DUTY & TERMINAL TAXES:

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

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

19. TERMS AND MODE OF PAYMENT:

19.1 (a) Payment Terms

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

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

Consignee shall be responsible for issuance of Inspection & Acceptance Certificate upon receipt and inspection thereof and Indentor/order placing authority shall be responsible for making payment within 30 days after satisfactory receipt and inspection of stores/goods by the consignee

(b) Paying Authority/officer:-

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

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

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

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

19.5.1 "I/we certify that there has been no reduction in sale price of the material of description identical to the material supplied under the Rate Contract herein and such material has not been offered and sold by me/ us to any person/organization including the purchaser, or to any Department of the Central Govt. /State Govt., any statutory

undertaking of the Central or State Govt. as the case may be, upto the date of bill/date of completion of supplies against all supply orders placed during the currency of the rate contract at a prices lower than the prices charged under the rate contract.

19.5.2 “Certified that the goods on which GST has been charged have not been exempted under the GST Act made there under and the charges on account of GST on these goods are correct under the provisions of that Act or the Rules made there under. Certified further that we (or our branch or (Agent)..... (Address)..... are registered as dealers in the state of Under Registration No. for the purpose of GST.”

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

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

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

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

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

21 EXTENSION OF DELIVERY PERIOD

If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and

performance of services, the supplier shall promptly inform the purchaser in writing about the same and its likely duration and make a request to the purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

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

(a) The purchaser shall recover from the supplier, under the provisions of the clause 25 (Liquidated damages) of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.

(b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of GST or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.

(c) But nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

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

22. REVOCATION/CANCELLATION OF RATE CONTRACT:

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

23. Removal of Rejected Material:

If any material is rejected by the Purchaser or his authorized agent after tests and inspection or by the consignee, the material so rejected shall be removed from the premises by the supplier at his own cost. Such rejected material shall under all circumstances lie at the risk of the Supplier from the moment of such rejection; and if such material is not removed by the Supplier within a period of seven (07) days, the Purchaser or his authorized Agent or consignee may dispose of such material in any way at the Supplier's risk and cost and retain such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal. Purchaser shall, also be entitled to recover handling and storage charges for the period during which the rejected material is not removed.

24. Liquidated damages

Subject to the provision of Force Majeure under GCC, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the purchaser shall, without prejudice to other rights and remedies available to the purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of total cost of stores per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price.

25 Force Majeure

- 25.1 Notwithstanding the provisions contained in GCC 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.
- 25.2 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.

- 25.3 If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 25.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 25.5 In case due to a Force Majeure event the purchaser is unable to fulfil its contractual commitment and responsibility, the purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

26. Fall Clause

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

27. Withholding and lien in respect of sums claimed.

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Purchaser shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, the Purchaser shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Purchaser shall be entitled to withhold and have lien to retain to the

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

Award of rate contract does not confer any right on the rate contract holding firm for automatic placement of order from the indentor.

Award of rate contract also does not confer any right to rate contract holding firm to use name of SAI/ logo on their letter head, calendars, diary's etc. and sports equipment and declare themselves as official suppliers of SAI.

Performance of rate contract holding firm shall be taken into consideration while awarding next rate contract.

28. Patent Right:

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

29. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders:

The purchaser will take into account also the additional factors, if any, incorporated in tender document in the manner and to the extent indicated therein

- a) Further to Section II- A (g) Scrutiny & Evaluation of Bids above, the purchaser's evaluation of a tender will include and take into account the following:
 - i) In the case of goods manufactured in India or goods of foreign origin already located in India, Goods and Services Tax, Works Contract Tax etc which will be contractually payable (to the bidder), on the goods and services; and
 - ii) In the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the bidder) on the goods and services.

- b) In exercise of powers conferred in section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small enterprises effective from 1st April 2012. The policy mandates that 20% of procurement of annual requirement of goods and services by all Central Ministries/Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 20% quantity.
- i) In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 20% of the total tendered value. In case there are more than one such eligible MSE, the 20% supply will be shared equally. Out of 20% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.
- ii) The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir board or national Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE, failing which their tender will be liable to be ignored.
- c) The provisions of Public Procurement (Preference to Make in India) Order 2017 issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide Letter No. P-45021/2/2017BE-II dated 15.06.2017 shall be applicable to the bidding process and award of the contract shall be done accordingly. In this connection, the minimum local content shall be% (fill 50% in general however, the figure can be varied depending upon type of purchase with the approval of Competent Authority) and the margin of purchase preference shall be 20%. For award of contract, (3a or 3b or 3c, whichever is applicable) of the Public Procurement (Preference to Make in India) Order 2017 shall be applicable in addition to the other provisions in the bidding documents in this regard. The bidder shall have to specify whether he is a local supplier in terms of the Public Procurement (Preference to Make in India) Order 2017 or otherwise in the bid forwarding letter. In case of the bidder being a local supplier, he shall also give a certificate from statutory auditor of the company (in case bidder is a company) or

from a practising cost accountant or practicing Chartered Accountant (in case bidder is not a company) along with his bid in terms of para 9 (b) of the Public Procurement (Preference to Make in India) Order 2017.

- d) The condition of prior turnover and prior experience may be relaxed for Startups (Rule 173 (i) of GFR, 2017) (As defined by Department of Industrial Policy and Promotion) subject to meeting of quality and technical specification and making suitable provisions in the bidding document. The quality and technical parameters are not to be diluted.

30. Resolution of disputes

30.1 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.

- a) 30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/ Consignee and Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration. In case of supply orders placed by SAI & Ministry of Youth Affairs & Sports New Delhi Indentors the Sole Arbitrator would be appointed by the Director General (Sports Authority of India). The venue of Arbitration would be decided by the DG, SAI. The award of the arbitrator will be final and binding on the parties to the Contract. The procedure and fee of the arbitrators shall be in accordance with the prevalent procedure and policies of SAI.

31. Jurisdiction

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

32. Applicable Law

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

SECTION – VIII
(A) CONTRACT AGREEMENT

SPORTS AUTHORITY OF INDIA,

.....
.....

Contract No _____ Dated _____

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

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

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

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

| Schedule No. | Brief description of goods | Accounting unit | Unit Price | Terms of delivery |
|--------------|----------------------------|-----------------|------------|-------------------|
| | | | | |

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

(ii) Rate Contract valid upto:

(iii) Prices:

(ii) Details of Performance Security:

(v) Warranty Period:

(vi) Payment terms:

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

Received and accepted this Rate Contract

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

[Name & address of the manufacturers]

(Seal of the supplier)

Date: _____

Place: _____

SECTION – VIII

(B) BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To
Sports Authority of India,

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

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

Bank's Branch or Office: [insert complete name of Guarantor]
Beneficiary: Sports Authority of India, Jawaharlal Nehru Stadium Complex,
Gate No.10, Lodhi Road, NEW DELHI-110003

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number]

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

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

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

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

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

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

SUPPLY ORDER AGAINST THE SAI RATE CONTRACT

Office of the
File No.....

Date

To,
M/s
.....

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

Dear Sirs,

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

2. Description of stores/goods ordered:

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

- 3. Terms of Delivery:
- 4. Prices: The prices indicated above are firm and fixed (inclusive of all duties etc except GST if applicable)
- 5. GST: (Indicate rate of GST, if applicable)
- 6. Date of Delivery:
- 7. Designation & complete address and Telephone No./email ID of the consignee:
- 8. Payment terms
- 9. Paying Officers

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

Yours faithfully,

()
Name & designation of the signatory of Purchaser

- Copy to:-
- 1. Consignee
 - 2. Paying officer

Annexure III

DECLARATION FOR BLACKLISTING

To,

Sir,

Sub:- Bidding document dated: _____ for “Biding document for procurement of Archery Kits and Equipment”.

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 authorized signatory to sign on behalf of my company and make this declaration.

Or

I declare the following

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

(Note:- In case of the company/firm was blacklisted previously, please provide the details regarding period for which the company/firm was blacklisted and the reason for the same)

Yours faithfully

(Signature of the bidder)

Name

Designation

Seal

Business Address