

GOVERNMENT OF ODISHA  
SPORTS & YOUTH SERVICES DEPARTMENT  
C-1, NAYAPALLI, BHUBANESWAR-12

OPEN TENDER NOTICE

Notice No. 8268 Date :- 07/08/2013

FOR SUPPLY  
OF  
SPORTS EQUIPMENT  
&  
SPORTS KITS/ GEARS

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**Government of Odisha**  
**Sports & Youth Services Department**  
**C-1, Nayapalli, Bhubaneswar-751012**  
**Phone No.0674-2536793, FAX No.0674-2396715**  
**Email:sports&ys@yahoo.co.in**

**No\_8268\_/SYS dtd. 07-08-2013**

**TENDER CALL NOTICE FOR SUPPLY OF SPORTS EQUIPMENTS AND SPORTS KITS/ GEARS**

1. Sealed tenders are invited by Sports & Youth Services Department., Govt. of Odisha, C-1, Nayapalli, Bhubaneswar - 751012 (Odisha) in two bid system from the Reputed Manufacturers / Authorized Dealers/ Distributers/ Stockist/ Registered Reputed Firm for supply of Sports Equipment's and Sports Kits/ Gears.
2. Detailed information, terms and conditions, general & special instructions, condition of contract, list of requirement, technical specification, qualification criteria, tender forms & other allied informations as contained in the Tender Documents shall be made available in the office of the Sports & Youth Services Department, C-1, Nayapalli Bhubaneswar - 751012 on any working day from 11a.m. to 4 p.m. from the date of publication of this notice till 4.00 PM on 12.9.2013 on payment of the prescribed tender paper cost in shape of cash or Demand Draft drawn in favour of Under-Secretary to Govt. Sports & Youth Services Department in any nationalized bank payable at Bhubaneswar . The cost of tender paper is not refundable.
3. **The tender documents can also be down loaded from the Department's website & government website i.e. dsysodisha.gov.in and odisha.gov.in & tender.gov.in.** In case of down loading the tender form from website, the Tenderer will have to deposit the prescribe cost of tender paper in shape of demand Draft drawn in favour Under-Secretary to Govt. Sports & Youth Services Department payable at Bhubaneswar and to be kept in the envelope containing EMD & technical Bid.
4. The tender offer in the prescribed tender form along with all relevant documents, sealed & complete in all respect must be submitted so as to reach in Sports & Youth Services Department by 4 p.m. on 26.9.13. The tender(s) shall also be received by hand in Sports & Youth Services Department up to 4 p.m. on 26.9.13. Tender(s) received after due date & time shall not be accepted and Sports & Youth Services Department, Govt. of Odisha shall not be responsible for delay in postal delivery or any other reasons.
5. All Bids must be accompanied by a bid security as specified in the bid document.
6. Sports & Youth Services Department, Govt. of Odisha reserves the right in this regard including to accept or rejects any or all tender without assigning any reason whatsoever.

**Bidding Documents: Not Transferable**

a.	Cost of tender document(non-refundable)	Rs. 1050/-- including Vat 5%
b.	Date of commencement of sale of bidding document	12.08.2013
c.	Last date for sale of bidding document	12 .09.2013 up to 4.00 PM
d.	Pre-bid Meeting	27.08.2013, 11.00 AM
e.	Last date and time for receipt of bids	26.09.2013 up to 4.00 PM
f.	Time and date of opening of bids	27.09.2013,at 11.00 AM
g.	Place of opening of bids, receipt of Bid documents & Address for communication	Sports & Youth Services Department. Govt. of Odisha, C-1, Nayapalli, Bhubaneswar- 751012.

Sd/-  
Director  
Sports & YS. Department

SECTION - II  
**GENERAL INSTRUCTIONS TO TENDERERS (GIT)**

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## SECTION – II GENERAL INSTRUCTIONS TO TENDERERS

### A. PREAMBLE

#### 1. Definitions and Abbreviations

1.1 The following Definitions and Abbreviations, which have been used in these documents shall have the meanings as indicated below:

#### 1.2. Definitions:

- (i) “Tender” means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.
- (iii) “Tenderer” means Bidder/ the Individual or Firm submitting Bids / Quotation / Tender
- (iii) “Supplier” means the individual or the firm supplying the goods as incorporated in the contract.
- (iv) “Goods” means the articles, material, commodities, raw material, spares, instruments, machinery, Goods/Stores etc. which the supplier is required to supply to the Director under the contract.
- (v) “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.
- (vi) “Earnest Money Deposit” (EMD) means Bid Security in shape of Demand Draft drawn in favour of Under Secretary to Government, Sports & Y.S.Department, Odisha.
- (vii) “Contract” means the written agreement entered into between the Director and and the Supplier, together with all the documents mentioned therein and including all attachments, annexure etc.
- (viii) “Performance Security” means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (ix) “Consignee” means the Sports & Youth Services Department, Government Of Odisha, C-1, Nayapalli, Bhubaneswar-751012 to whom the goods are required to be delivered as specified in the Contract
- (x) “Specification” means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xi) “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.
- (xii) “Day” means calendar day.
- (xiii) “Director” means Director, Sports & Youth Services Department, Government of Odisha.
- (xiv) “Web-site” means dsysodisha.gov.in

## 1.3 Abbreviations:

- i “NIT” means Notice Inviting Tenders.
- ii “GIT” means General Instructions to Tenderers
- iii “SIT” means Special Instructions to Tenderers
- iv “GCC” means General Conditions of Contract
- v “SCC” means Special Conditions of Contract
- vi “LC” means Letter of Credit
- vii “DP” means Delivery Period
- viii “BG” means Bank Guarantee
- ix “ED” means Excise Duty
- x “CD” means Custom Duty
- xi “VAT” means Value Added Tax
- xii “CENVAT” means Central Value Added Tax
- xiii “CST” means Central Sales Tax
- xiv “LOR “ means List of Requirement
- xv ”DS&YS” means Department of Sport & Youth Service, Government of Odisha
- xvi “Director” means Director, DS&YS

## 2. Introduction

- 2.1 The Director has issued these Tender documents for Supply of Consumables and non-Consumables items. The non-consumables items are required to be installed at designated place which are detailed in Section – VI – “List of Requirements”, which also indicates, *interalia*, the required delivery schedule, terms and place of delivery and place of installation.
- 2.2 This section (Section II - “General Instruction Tenderers”) provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the Director for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.
- 2.3 The tenderers shall also read the Special Instructions to Tenderers “SIT” related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT(General Instructions to Tenderers) and the SIT(Special Instructions to Tenderers), the provisions contained in the SIT( Special Instructions To Tenderers) shall prevail over those in the GIT( General Instructions To Tenderers).
- 2.4 Before formulating the tender and submitting the same to the Director, the tenderer should read and examine all the terms, conditions, instructions, checklist etc. contained in the documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these documents may result in rejection of its tender.



3. Language of Tender

3.1 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the Director, shall be written in the English language, unless otherwise specified in the Tender Document. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by an English translation duly certified by the Tender and, for purposes of interpretation of the tender, the English translation shall prevail.

4. Eligible Tenderers

4.1 This invitation for tenders is open to all suppliers who fulfil the eligibility criteria specified in these documents.

5. Tendering Expense

5.1 The tenderer 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 of the same. The Director will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.

## B. TENDER DOCUMENTS

### 6. Content of Tender Documents

#### 6.1 In addition to Section I – “Notice inviting Tender” (NIT) the tender documents include:

- Ø Section II – General Instructions to Tenderers (GIT) General Instructions To Tenderers)
- Ø Section III – Special Instructions to Tenderers (SIT) Special Instructions To Tenderers)
- Ø Section IV – General Conditions of Contract (GCC)
- Ø Section V – Special Conditions of Contract (SCC)
- Ø Section VI – List of Requirements
- Ø Section VII – Technical Specifications
- Ø Section VIII – Qualification Criteria
- Ø Section IX – Tender Form
- Ø Section X – Price Schedules
- Ø Section XI – Questionnaire
- Ø Section XII – Manufacturer’s Authorisation Form
- Ø Section XIII – Bank Guarantee Form for Performance Security/CMC Security
- Ø Section XIV – Contract Forms
- Ø Section XV – Proforma of Consignee Receipt Certificate
- Ø Section XVI– Proforma of Final Acceptance Certificate by the consignee
- Ø Section XVII– Check List for the Tenderers
- Ø Section XVIII – Consignee List & Place of Installation

6.2. The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested tenderers are expected to examine all such details before submission of the tender. The interested bidders in their own interest are also free to visit the site prior to submission of tender. Failure to furnish the information as required in the documents or submission of the tender not in compliance to the tender documents will be at the tenderer’s risk and may result in rejection of its tender.

### 7. Amendments to Tender Documents

- 7.1 At any time prior to the deadline for submission of tenders, the Director may, for any reason deemed fit by it, modify the Tender Documents by issuing suitable amendment(s) to it.
- 7.2 Any subsequent amendment will be notified in writing by registered/speed post or by fax/telex/e-mail, followed by copy of the same by registered post to all prospective tenderers, which have received the Tender Documents and will be binding on them. It shall also be notified in Department’s Web-site
- 7.3 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, the Director may, at his/her discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

8. Pre Bid Conference & Clarification of Tender Documents
- 8.1 A pre-bid meeting shall be held at the specified place mentioned below for discussion and clarification if any on 27-8-2013 at 11.00 AM . A tenderer requiring any clarification or elucidation on any issue of the Tender Documents may take up the same with the Director in writing. The Director will respond in writing to such request provided the same is received by the Director not later than fifteen days prior to the prescribed date of submission of tender without having affect of postponing the last date & time of submission of Tender documents.

For **Pre Bid Conference meeting**, the Purchaser's address is:

Attention: *Director ,Sports & Youth Service*

Address: *C 1 ,Nayapalli, Bhubaneswar*

City: *Bhubaneswar*

PIN Code: *751012*

Country: *India*

Telephone: *0674-2536793*

Facsimile number: *0674-2396715*

## 9. PACKING

9.1 The items tendered will have to undergo arduous transportation before reaching the destination and will have to be stored and handled in typical climatic conditions (including monsoons) before they are put to the actual use. It is, therefore, imperative that packing for every item is decided by taking into consideration, inter-alia, the above vital factors, so as to eliminate damage/deterioration of items in transit/transshipment/handling or during storage.

9.2 The specification of the packing proposed shall be indicated.

9.3 The packing advices should bring out the weight, dimensions and size of each bundles/package: Where it is not possible to give weight of the bundles/packages, the contractor must indicate the volume of the bundles/packages, the number of pieces per bundle/package, number of bundles/ packages, and total weight of the items supplied.'

## 10. Documents Comprising the Tender

10.1 The Two Stage Tender System, i.e. "Technical Bid" and "Financial Bid" prepared by the tenderer shall comprise the following:

### A) Technical Bid Tender (Un priced Tender)

- i) Earnest money in shape of Demand Draft drawn in favour of Under Secretary to Government, Sports & Youth Services Department, Odisha in any scheduled Bank payable at Bhubaneswar furnished in accordance with GIT( GENERAL INSTRUCTIONS TO TENDERERS) alternatively, documentary evidence as per GIT( GENERAL INSTRUCTIONS TO TENDERERS) for claiming exemption from payment of earnest money.
- ii) Tender Form as per Section IX (without indicating any prices).
- iii) Documentary evidence, as necessary in establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- iv) Tenderer who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorisation Form.

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- v) Power of Attorney in favour of signatory of Tender Documents and signatory of Manufacturer's Authorisation Form.
- vi) Documents and relevant details to establish in accordance with GIT (GENERAL INSTRUCTIONS TO TENDERERS) that the goods and the allied services to be supplied by the tenderer conform to the requirement of the Tender Documents.
- vii) Performance Statement (Proforma A) as per Section VIII along with relevant copies of orders and end users' satisfaction certificate.
- viii) Price Schedule as per Section XI filled up with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices).
- ix) Certificate of Incorporation in the country of origin.
- x) Checklist as per Section XIX.
- xi) Technical Bid form specified in "Section-XII" duly filled in.
- xii) Cost of Tender documents i.e. Demand Draft for Rs.1050/- drawn in favour of Under Secretary to Government, Sports & Youth Services Department, Odisha in any scheduled Bank payable at Bhubaneswar if downloaded from Web-site and the photocopy of the Money receipt if procured by hand/in person from the Account Section of the Sports & Youth Services Department.
- xiii) All these documents are required to be kept in a sealed cover super scribed " TECHNICAL BID DOCUMENTS"

B) Financial Bid Tender:

- i Tender Form as per Section IX (indicating prices).
- ii Price Schedule as per Section X filled up with all the details including Make, Model etc. of the goods offered with prices blank (indicating prices).

## N.B.

1. All pages of the Tender should be page numbered and indexed.
  2. It is the responsibility of tenderer to go through the Tender Document to ensure furnishing all required documents in addition to above, if any.
- 10.2 The authorized signatory of the tenderer must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender.
- 10.3 A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- 10.4 Tender sent by fax/telex/cable/electronically shall be ignored.
11. Tender currencies
- 11.1 The tenderer supplying goods shall quote only in Indian Rupees.
- 11.2 Tenders, where prices are quoted in any other way shall be treated as non -responsive and rejected.
- 12 Tender Prices
- 12.1 The tenderer shall give Item wise price. The Tenderer shall indicate on the Price Schedule provided under Section X all the specified components of prices shown therein including the unit prices and total tender prices of the goods proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, same should be clarified as "NA"( Not Applicable) by the tenderer.

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- 12.2 The tenderer has to quote their price against each item. The evaluation will be made separately for each item.
- 12.3 The quoted prices for goods offered to be indicated separately in the Price Schedule attached under Section X.
- 12.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
- 12.4.1 The prices in the price schedule shall be entered separately in the following manner:
- a) the price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like sales tax, CST, VAT, CENVAT, Excise Duty etc.
  - b) any sales or other taxes and any duties including excise duty, which will be payable on the goods in India if the contract is awarded;
  - c) charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
13. Additional information and instruction on Duties and Taxes:
- 13.1 If the Tenderer desires to ask for excise duty, sales tax/ VAT, Service Tax, etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.
- 13.2 Excise Duty:
- a) If reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of tenders.
- 13.3 Octroi Duty and Local Duties & Taxes:
- Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the Director are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the Director.
- 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 charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the Director to enable the Director reimburse the supplier and take other necessary action in the matter.

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- 13.4 For insurance of goods to be supplied, relevant instructions as provided under GCC( General Conditions of Contract) shall be followed.
- 13.5 The need for indication of all such price components by the tenderers, as required in this clause viz., GIT( General Instructions To Tenderers) is for the purpose of comparison of the tenders by the Director and will no way restrict the Director's right to award the contract on the selected tenderer on any of the terms offered.
14. Firm Price
- 14.1 Unless otherwise specified in the SIT( Special Instructions To Tenderers), prices quoted by the tenderer shall remain firm and fixed for one year from the date of award of Contract and will not be subject to variation on any account.
- 14.2 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT( General Instructions To Tenderers) will apply.
15. Alternative Tenders
- 15.1 Alternative Tenders are not permitted.
- 15.2 Either the agent on behalf of the manufacturer or the manufacturer itself can bid but both cannot bid simultaneously for the same item/product.
- 16 Documents Establishing Tenderer's Eligibility and Qualifications
- 16.1 Pursuant to GIT( General Instructions To Tenderers) , the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.
- 16.2 The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements:
- a) in case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorised by the goods manufacturer to quote for and supply the goods to the Director. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIII in this document.
  - b) the tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section VIII in these documents.
17. Documents establishing Good's Conformity to Tender Document.
- 17.1 The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, brochures etc. to establish that the goods offered in the tender fully conform to the goods specified by the Director in the Tender Documents. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the Director in the Tender Documents to establish technical responsiveness of the goods offered in its tender.
- 17.2 In case there is any variation and/or deviation between the goods prescribed by the Director and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity and provide the same along with its tender.
- 17.3 If a tenderer furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the Director in this regard.
18. Earnest Money Deposit (EMD)

- 18.1 Pursuant to GIT( General Instructions To Tenderers) tenderer shall furnish along with its tender, earnest money for amount mentioned below for each Sports Discipline separately. The bid will be evaluated separately for each Sports Discipline. The bidder shall quote their price against each Sports Discipline separately. All items shall be contained in a single tender document. The EMD shall be furnished separately for each Sports Discipline in shape of Demand Draft drawn in favour of Under Secretary to Government, Sports & YS Department, Odisha in any Nationalised Bank payable at Bhubaneswar. The earnest money is required to protect the Director against the risk of the tenderer's unwarranted conduct.

Sl. No.	Name of Discipline	EMD Price ( In Rupees)
1.	Archery	77154
2.	Athletic	71536
3.	Basketball	6752
4.	Boxing	16028
5.	Football	130070
6.	Hockey	56085
7.	Kabaddi	20610
8.	Karate	81140
9.	Swimming	3488
10.	Rowing	37900
11.	Volleyball	13537
12.	Weightlifting	28200
13.	Wrestling	11080
14.	General item for All Sports Hostel	77637

- 18.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation, New Delhi or SSI Unit in the State for the specific goods as per tender enquiry specification shall be eligible for exemption from EMD. Vague stipulations in the Registration Certificate such as "to customers' specification" etc. will not be acceptable for exemption from furnishing of earnest money. In case the tenderer falls in these categories, it should furnish copy of its valid registration details (with DGS&D or NSIC, as the case may be).
- 18.3 Technical Bids shall be accompanied with Earnest Money in shape of Demand Draft of a Scheduled Bank issued in favour of Under Secretary to Government , Sports & Youth Services Department, Government of Odisha payable at Bhubaneswar .
- 18.4 Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 18.5 Earnest Money is required to protect the Director against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the Director. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Director if it fails to furnish the required performance security within the specified period.

## 19. Tender Validity

- 19.1 The tenders shall remain valid for acceptance for a period of 90 days after the date of tender opening prescribed in the Tender Document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 19.2 In exceptional cases, the tenderers may be requested by the Director to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, however, may not agree to extend its tender validity without forfeiting its EMD.
- 19.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the Director, the tender validity shall automatically be extended up to the next working day.

## 20. Signing and Sealing of Tender

- 20.1 The tenderers shall submit their tenders as per the instructions contained in GIT( General Instructions To Tenderers)
- 20.2 The original copy of the tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.
- 20.3 The copy of the tender shall be duly signed at the appropriate places as indicated in the Tender Documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.
- 20.4 The tenderer is to seal the copy of the tender in two separate envelopes i.e. ENVELOPE-A which will contain the Technical Bid form duly filled in along with all required documents and ENVELOPE-B containing the Financial Bid duly super scribed and duly writing the address of the Director and the tender reference number on the envelopes. The sentence "NOT TO BE OPENED" before       pm on      . (The tenderer is to put the date & time of tender opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, the Director will not assume any responsibility for its misplacement, premature opening, late opening etc.
- 20.5 Tender Document seeks quotation following Two Bid System, in two parts. First part will be known as 'Technical Bid', and the second part 'Financial Bid' as specified in GIT( General Instructions To Tenderers). Tenderer shall seal 'Technical Bid' and 'Financial Bid' separately and both the covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed and procedure prescribed.
- 20.6 Technical Bid tender and the Financial bid tender should be complete in all respect without any ambiguity. Tenders incomplete in any respect shall be liable for rejection.



**D. SUBMISSION OF TENDERS****21. Submission of Tenders**

21.1 Unless otherwise specified, the tenderers are to deposit the tenders by speed post or courier or in the tender box kept for this purpose at Office of the Director, Sports & Youth Services Department, C1 ,Nayapalli, Bhubaneswar. In case of bulky tender, which cannot be put into tender box, the same shall be submitted by the tenderer by hand to designated Officer. The officer receiving the tender will give the tenderer an official receipt duly signed with date and time.

21.2 The tenders must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. It is the responsibility of the tenderer to ensure that their Tenders whether sent by post or by courier or by person, are dropped in the Tender Box by the specified clearing date and time. In the event of the specified date for submission of tender falls on / is subsequently declared a holiday or closed day, the tenders will be received up to the appointed time on the next working day.

**21.3 Submission of Samples**

The Tenderers are required to furnish the samples in respect of different brands and different rates/qualities of Consumables items of Sports disciplines and General items . There must be distinguished marked and price on each sample so as to enable the committee to identify the sample in conformity with the financial Bid. All the samples should be kept in one or more than one pocket if required duly sealed & superscribed "SAMPLE OF CONSUMABLE GOODS" and to be submitted along with the tender documents. The sample in sealed packets shall be received separately by an authorised Officer of Sports & Y.S Department against proper receipt.

21.4 The sample packet of those Tenderers who will qualify in technical Bid process shall be opened for verification if required only after opening of financial Bid documents.

21.5 The samples of unsuccessful tenderers shall be returned. The unsuccessful tenderers shall make their own arrangements to receive back the samples at their own cost within 90 days from the date of finalisation of Tender Process.

21.6 The financial Bid in respect of consumable items & general items shall not be taken in to consideration without sample.

**22. Late Tender**

21.1 A tender, which is received after the specified date and time for receipt of tenders will be treated as "late" tender and will be ignored and returned unopened.

21.2 The Director shall not be responsible for any delay in postal delivery of Tender documents or any other reasons.

**23. Alteration and Withdrawal of Tender**

23.1 The tenderer, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered.

23.2 No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender.

## E. TENDER OPENING

### 24. Opening of Tenders

- 24.1 The Director or any other designated Officer duly authorised by him will open the tenders at the specified date and time and at the specified place as indicated in the NIT(Notice Inviting Tender).

In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the Director, the tenders will be opened at the appointed time and place on the next working day.

- 24.2 Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening provided they bring with them letters of authority from the corresponding tenderers.

The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.

- 24.3 Two - Tender system as mentioned will be as follows. The Technical Bid Tenders are to be opened in the first instance, at the prescribed time and date as indicated in NIT(Notice Inviting Tender). These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the document. During the Technical Bid Tender opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the Financial Bid Tenders of only the Technical Bid acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical Bid tender.

## F. SCRUTINY AND EVALUATION OF TENDERS

### 25. Basic Principle

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

### 26. Preliminary Scrutiny of Tenders

- 26.1 The Director 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.
- 26.2 Prior to the detailed evaluation of Price Tenders, pursuant to GIT( General Instructions To Tenderers) the Director will determine the substantial responsiveness of each Tender to the Tender Document. For purposes of these clauses, a substantially responsive Tender is one, which conforms to all the terms and conditions of the Tender Documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause), Warranty (GCC Clause ), EMD (GIT( General Instructions To Tenderers Clause ), Taxes & Duties (GCC Clause ), Force Majeure (GCC Clause ) and Applicable law (GCC Clause) will be deemed to be a material deviation.

## -Tender Call Notice For Supply Of Sports Equipment

The Director's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

- 26.3 If a Tender is not substantially responsive, it will be rejected by the Director and cannot subsequently be made responsive by the Tenderer by correction of the nonconformity.
- 26.4 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Tender Document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.
- 26.5 The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;
- (i) Tender form as per Section IX (signed and stamped) not enclosed
  - (ii) Tender is unsigned.
  - (iii) Tender validity is shorter than the required period.
  - (iv) Required EMD in the prescribed form (Amount, validity etc.)/ exemption documents have not been provided.
  - (v) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section XIII.
  - (vi) Tenderer has not agreed to give the required performance security.
  - (vii) Goods offered are not meeting the tender enquiry specification.
  - (viii) Tenderer 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.
  - (ix) Poor/ unsatisfactory past performance.
  - (x) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
  - (xi) Tenderer is not eligible as per GIT( General Instructions To Tenderers)
  - (xii) Non-payment of prescribed cost of Tender documents
27. Minor Infirmary/Irregularity/Non-Conformity
- 27.1 If during the preliminary examination, the Director find any minor infirmity and/or irregularity and/or non-conformity in a tender, the Director may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, the Director will convey its observation on such 'minor' issues to the tenderer by registered/speed post etc. asking the tenderer to respond by a specified date. If the tenderer 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.
28. Discrepancies in Prices
- 28.1 If, in the price structure quoted by a tenderer, 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, unless the Director feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- 28.2 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail,
- 28.3 If, as per the judgement of the Director, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the Director, the tender is liable to be ignored.

29. Qualification Criteria

29.1 Tenders of the tenderers, who do not meet the required Qualification Criteria prescribed in Section VIII, will be treated as non - responsive and will not be considered further.

30. Item wise Evaluation

30.1 The responsive tenders will be evaluated and compared separately for each Item as mentioned in List of Requirement.

31. Comparison of Tenders

31.1 Unless mentioned otherwise in Section – III – Special Instructions to Tenderers and Section – VI – List of Requirements, the comparison of the responsive tenders shall be carried out for each item on the prices quoted.

32. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders

32.1 Further to GIT( General Instructions To Tenderers) above, the Director'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, sales tax & other similar taxes and excise duty & other similar duties, Service Tax, etc which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and

33. Tenderer's capability to perform the contract

33.1 The Director, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, who's tender, has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule/item in the List of Requirements, then, such determination will be made separately for each item/s.

33.2 The above-mentioned determination will, interalia, take into account the tenderer's financial, technical for satisfying all the requirements of the Director as incorporated in the document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by the Director.

34. Contacting the Director

33.1 From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the Director for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.

33.2 In case a tenderer attempts to influence the Director in the Director's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the Director.

**G. AWARD OF CONTRACT**

35. Director's Right to accept any tender and to reject any or all tenders
- 35.1 The Director reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.
36. Award Criteria
- 36.1 Subject to GIT( General Instructions To Tenderers) above, the contract will be awarded to the evaluated responsive tenderer decided by the Director in terms of GIT( General Instructions To Tenderers)
37. Variation of Quantities at the Time of Award/ Currency of Contract
- 37.1 At the time of awarding the contract, the Director reserves the right to increase or reduce by up to twenty five percent (25%), the quantity of goods mentioned in the scheduled(s) in the "list of requirements" (Rounded off to next whole number) without any change in the unit price and other terms and condition quoted by the tenderer.
- 37.2 If the quantity has not been increased at the time of the awarding the contract, the Director reserves the right to increase/ decrease by up to twenty five percent (25%), the quantity of goods mentioned in the contract (Rounded off to next whole number) without any change in the unit price and other terms and conditions mentioned in the contract.
38. Notification of Award
- 38.1 Before expiry of the tender validity period, the Director will notify the successful tenderer(s) in writing, by registered / speed post or by fax/ telex/cable (to be confirmed by registered / speed post) that its tender for goods, which have been selected by the Director, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods and corresponding prices accepted. The successful tenderer must furnish to the Director the required performance security within thirty days from the date of dispatch of this notification, failing which the EMD will be forfeited and the award will be cancelled. Relevant details about the performance security have been provided under GCC under Section IV.
- 38.2 The Notification of Award shall constitute the conclusion of the Contract.
39. Issue of Contract
- 39.1 Promptly after notification of award, the Director/Consignee will mail the contract form (as per Section XV) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.
- 39.2 Within twenty one days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the Director by registered / speed post.
- 39.3 The Director reserves the right to issue the Notification of Award consignee wise.
40. Non-receipt of Performance Security and Contract by the Director
- 40.1 Failure of the successful tenderer in providing performance security and / or returning contract copy duly signed in terms of GIT( General Instructions To Tenderers) shall make

the tenderer liable for forfeiture of its EMD and, also, for further actions by the Director against it as per the GCC – Termination of default.

41. Return of EM D

41.1 The earnest money of the successful tenderer and the unsuccessful tenderers will be returned to them without any interest, whatsoever, in terms of GIT( General Instructions To Tenderers)

42. Publication of Tender Result

42.1 The name and address of the successful tenderer(s) receiving the contract(s) will be mentioned in the notice board/bulletin/website of the Director.

43. Corrupt or Fraudulent Practices

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

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i)“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii)“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Director, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Director of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

SECTION - III  
**SPECIAL INSTRUCTIONS TO TENDERERS**

The following Special Instructions to Tenderers will apply for this purchase. These special instructions will modify/substitute/supplement the corresponding General Instructions to Tenderers (GIT( General Instructions To Tenderers)) incorporated in Section II. The corresponding GIT( General Instructions To Tenderers) clause numbers have also been indicated in the text below:

In case of any conflict between the provision in the GIT( GENERAL INSTRUCTIONS TO TENDERERS) and that in the SIT( SPECIAL INSTRUCTIONS TO TENDERERS), the provision contained in the SIT( SPECIAL INSTRUCTIONS TO TENDERERS) shall prevail.

- A Preamble- No Change
- B TE documents-No Change
- C Preparation of Tenders-No Change
- D Submission of Tenders-No Change
- E Tender Opening-No Change
- F Scrutiny and Evaluation of Tenders-No Change
- G Award of Contract-No Change

**SECTION - IV**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**  
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## SECTION - IV

### GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application
  - 1.1 The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract prescribed under Section V, List of requirements under Section VI and Technical Specification under Section VII of this document.
2. Use of contract documents and information
  - 2.1 The supplier shall not, without the Director's prior written consent, disclose the contract or any provision thereof including any specification, sample or any information furnished by or on behalf of the Director in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this Tender document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
  - 2.2 Further, the supplier shall not, without the Director's prior written consent, make use of any document or information mentioned in GCC sub-clause above except for the sole purpose of performing this contract.
  - 2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause above shall remain the property of the Director and, if advised by the Director, all copies of all such documents shall be returned to the Director on completion of the supplier's performance and obligations under this contract.
3. Patent Rights
  - 3.1 The supplier shall, at all times, indemnify and keep indemnified the Director, free of cost, against all claims which may arise in respect of goods to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the Director, the Director shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the Director.
4. Country of Origin
  - 4.1 All goods to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
  - 4.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.
  - 4.3 The country of origin may be specified in the Price Schedule.
5. Performance Security
  - 5.1 Within Twenty one Days ( 21) days from date of the issue of notification of award by the Director, the supplier, shall furnish performance security to the Director for an amount equal to ten percent (10%) of the total value of the contract, valid up to 12 Months from the date of Notification of Award. Director reserves the right to ask for Performance Guarantee extension if contractual obligations are not fulfilled.
  - 5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:
    - a) It shall be in any one of the forms namely Account Payee Demand Draft /Fixed Deposit 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 XIV of this document in favour of the Under Secretary to Governemnt, Sports & Youth

Services Department. The validity of the Fixed Deposit receipt or Bank Guarantee shall be as mentioned in GCC. In case of submission of performance Security in shape of Bank Draft/Fixed Deposit, there should be a lien letter favouring the Director from the respective Bank which issued the B.D./F.D.

- 5.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the Government, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government.
- 5.4 In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.5 Subject to GCC sub – clause above, the Director/Consignee will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations
6. Technical Specifications and Standards
- 6.1 The Goods to be provided by the supplier under this contract shall conform to the Technical specifications and quality control parameters mentioned in 'Specification' and 'Quality Control Requirements' under Sections VII .
7. Packing and Marking
- 7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit to Tenderers) including rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Specifications and Quality Control Requirements under Sections VII and VIII and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.
- 7.3 Packing instructions:  
Unless otherwise mentioned in the Technical Specification and Quality Control Requirements under Sections VII and VIII and in SCC under Section V, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:
- a. contract number and date
  - b. brief description of goods including quantity
  - c. packing list reference number
  - d. country of origin of goods
  - e. consignee's name and full address and
  - f. supplier's name and address
8. Inspection, Testing and Quality Control
- 8.1 The Director and/or its nominated representative(s) will, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract.

- 8.2 The Director reserves the right for stage inspection during manufacturing process, pre-dispatch inspection or post-delivery inspection. The Director as deemed fit shall resort to all these inspection or may waive off any of the inspection.
- 8.3 In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the Director's inspector well ahead of the contractual delivery period, so that the Director's inspector is able to complete the inspection within the contractual delivery period.
- 8.4 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the Director'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 Director and resubmit the same to the Director's inspector for conducting the inspections and tests again.
- 8.5 Goods accepted by the Director and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute Director'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 Clause
- 8.6 The Director's Inspector reserves the right to may draw samples through random sampling method after receiving the finished goods at destination. All the supplies shall be accompanied with the Manufacturer's certificate that the material conforms to the specifications

Further to above if on the goods being rejected by the Inspector or consignee at the destination, the Supplier fails to make satisfactory supplies within the stipulated period of delivery the Director shall be at liberty to :-

- (i) Require the Supplier to replace the rejected goods forthwith but in any event not later than a period of 30 days from the date of rejection and the Supplier shall bear all cost of such replacement, including freight, if any, on such replacing and replaced goods but without being entitled to any extra payment on that or any other account.
- (ii) Purchase or authorize the purchase of quantity of the goods rejected or goods of a similar description when goods exactly complying with particulars are not in the opinion of the Director, which shall be final, readily available without notice to the Supplier at his risk and cost and without affecting the Supplier's liability as regards the supply of any further installment due under the contract, or

Cancel the contract and purchase or authorise the purchase of the goods or goods of a similar description (when goods exactly complying with particulars are not in the opinion of the Director, which shall be final, readily available) at the risk and cost of the Supplier. Inspector's decision as regards the rejection shall be final and binding on the Supplier.

## 9. Terms of Delivery

- 9.1 Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the List of Requirements (LOR)/contract.

## 10. Transportation of Goods

- 10.1 Instructions for transportation of domestic goods including goods already by the supplier under its own arrangement:

In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.

11. Insurance:

11.1 Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

- i) in case of supply of goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrive in good condition at destination. The transit respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Director

13. Incidental services

13.1 Subject to the stipulation, if any, in the SCC (Section – V), List of Requirements (Section – VI) and the I Specification (Section – VII), the supplier shall be required to perform the following services.

14. Distribution of Dispatch Documents for Clearance/Receipt of Goods

The supplier shall send all the relevant despatch documents well in time to the Director/Consignee to enable the Director/Consignee clear or receive (as the case may be) the goods in terms of the contract.

Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows.

Within 24 hours of despatch, the supplier shall notify the Director and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract):

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Two copies of packing list identifying contents of each package;
- (iii) Inspection certificate issued by the nominated Inspection agency, if any.
- (iv) Certificate of origin;
- (v) Insurance Certificate as per GCC Clause if any
- (vi) Manufacturers/Authorized Supplier's warranty certificate & In-house inspection certificate.

15. Warranty

15.1 The Authorized supplier shall provide the NOC from the manufacturer to supply the required items. The authorized supplier shall clearly mention that whether the Manufacturer or Authorized supplier shall provide the warranty support. The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the Director 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.

## -Tender Call Notice For Supply Of Sports Equipment

- 15.2 The on-site placement warranty shall remain valid for a period of 12 Months from the date of recording of acceptance of goods at site.
- 15.3 In case of any claim arising out of this warranty, the Director shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.
- 15.4 Upon receipt of such notice, the supplier shall, within 10 days replace the defective goods free of cost, at the ultimate destination. The supplier shall take over the replaced goods after providing their replacements and no claim, whatsoever shall lie on the Director for such replaced goods thereafter. The penalty clause for non replacement will be applicable as per tender conditions.
- 15.5 In the event of replacement of defective goods during the warranty period, the warranty for the replaced goods shall be extended for a further period as mentioned under to the date such goods starts functioning to the satisfaction of the Director.
- 15.6 If the supplier, having been notified, fails to respond to take action to replace the defect(s) within 10 days the Director may proceed to take such remedial action(s) as deemed fit at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the Director may have against the supplier.
- 15.7 During Warranty period, the supplier is required to visit at each consignee's site at least once in 4 months commencing from the date of delivery of the goods for preventive maintenance of the goods.
16. Assignment
- 16.1 The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Director's prior written permission.
17. Modification of Contract
- 17.1 If necessary, the Director may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
- a) Specifications where goods to be supplied under the contract are to be specially manufactured for the Director,
  - b) Mode of packing,
  - c) Incidental services to be provided by the supplier
  - d) Mode of despatch,
  - e) Place of delivery, and
  - f) Any other area(s) of the contract, as felt necessary by the Director depending on the merits of the case.
18. Prices
- 18.1 Prices to be charged by the supplier for supply of goods in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender and incorporated in the contract except for any price adjustment authorised in the SCC.
19. Taxes and Duties
- 19.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the Director.
- 19.2 Further instruction, if any, shall be as provided in the SCC.

## 20. Terms and Mode of Payment

## 20.1 Payment Terms

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

## a) On Delivery:

90 % payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Inspection certificate issued by the nominated Inspection agency, if any.
- (v) Insurance Certificate as per GCC Clause if any
- (vi) Certificate of origin.
- (v) Manufacturer's warranty certificate

## b) On Acceptance:

Balance 10 % payment would be made against 'Final Acceptance Certificate' as per Section XVIII of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

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

21.3 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.

21.4 The payment shall be made in the Indian Rupees as authorised in the contract.

21.5 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.

21.6 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

21.7 While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty) from the Director/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Director/Consignee forthwith.

21.8 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:

- (a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
- (b) Delay in supplies, if any, has been regularized.
- (c) The supplier furnishes the following undertakings:

“I/We, \_\_\_\_\_ certify that I/We have not received back the Inspection Note duly receipted by the consignee or any communication from the Director or the consignee about non-receipt, shortage or defects in the goods supplied. I/We \_\_\_\_\_ agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment.

## 22. Delivery Period

22.1 The supplier shall deliver of the goods and perform the services under the contract within the time schedule specified by the Director/Consignee in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the List of Requirements (LOR)/ Incorporated in Contract shall be deemed to be of the essence of the contract and the delivery must be completed not later than the date (s) as specified in the contract.

22.2 Subject to the provision under GCC clause, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:

- (i) imposition of liquidated damages,
- (ii) forfeiture of its performance security and
- (iii) termination of the contract for default.

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

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

(b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods 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 as are delivered and performed after the date of the delivery stipulated in the contract.

(c) But nevertheless, the Director/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/ VAT, Service Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

22.4 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Director/Consignee 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 Director.

22.5 Passing of property:

22.5.1 The property in the goods shall not pass to the Director unless and until the goods have been delivered to the consignee in accordance with the conditions of the contract.

22.5.2 Where there is a contract for sale of specified goods and supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.

- 22.5.3 Unless otherwise agreed, the goods remain at the supplier's risk until the property therein is transferred to the Director.
23. Liquidated damages
- 23.1 Subject to GCC clause , 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 Director/Consignee shall, without prejudice to other rights and remedies available to the Director/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Director/Consignee may consider termination of the contract as per GCC
- During the above-mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause above shall also apply.
24. Termination for default
- 24.1 The Director/Consignee , without prejudice to any other contractual rights and remedies available to it (the Director/Consignee ), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Director/Consignee pursuant to GCC sub-clauses
- 24.2 In the event of the Director/Consignee terminates the contract in whole or in part, pursuant to GCC sub-clause above, the Director/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Director/Consignee for the extra expenditure, if any, incurred by the Director/Consignee for arranging such procurement.
- 24.3 Unless otherwise instructed by the Director/Consignee, the supplier shall continue to perform the contract to the extent not terminated.
25. Termination for insolvency
- 25.1 If the supplier becomes bankrupt or otherwise insolvent, the Director reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Director/Consignee.
26. Force Majeure
- 26.1 Notwithstanding the provisions contained in GCC clauses, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 26.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Director/Consignee either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.
- 26.3 If a Force Majeure situation arises, the supplier shall promptly notify the Director/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Director/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and



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- shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 26.5 In case due to a Force Majeure event the Director/Consignee is unable to fulfil its contractual commitment and responsibility, the Director/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.
27. Termination for convenience
- 27.1 The Director/Consignee reserves the right to terminate the contract, in whole or in part for its (Director's/Consignee 's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Director/Consignee. The notice shall also indicate interalia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 27.2 The goods which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Director/Consignee following the contract terms, conditions and prices. For the remaining goods and services, the Director/Consignee may decide:
- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
  - b) To cancel the remaining portion of the goods and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.
28. Governing language
- 28.1 The contract shall be written in English language following the provision as contained in GIT clause . All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.
29. Notices
- 29.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- 29.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.
30. Resolution of disputes
- 30.1 If dispute or difference of any kind shall arise between the Director/Consignee 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.
- 30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Director/Consignee 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 Director/Consignee and a Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of Department of Sports & Youth Service, Govt of Odisha.
- 30.3 Venue of Arbitration: The venue of arbitration shall be Bhubaneswar, Odisha

31. Applicable Law

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

32. Withholding in respect of sums claimed

Whenever any claim for payment arises under the contract against the supplier the Director shall be entitled to withhold such sum from the security deposit or sum of money arising out of under any other contract made by the supplier with the Director, pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the Director, will be kept withheld or retained till the claim arising out of the contract is determined by the Arbitrator or by the competent court as the case may be and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

## SECTION – V

### SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below.

These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses. Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

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#### 1. Technical Specifications and Standards

1.1 If the contractor shall have any doubt as to the meaning of any portion of the conditions of the specifications, he shall (before submitting the tender) set forth the particulars thereof and submit them to the Purchaser in writing, in order that any such doubt may be removed.

#### 2. Inspection, Testing and Quality Control

2.1 The contractor shall also satisfy the Inspector that adequate provision has been made:

- (i) to carry out his instructions fully and with promptness
- (ii) to ensure that parts required to be inspected before use are not used before inspections; and
- (iii) to prevent rejected parts used in error". Where, parts rejected by the Inspector have been rectified or altered, such parts shall be segregated for separate inspection and approval before being used in the work.

#### 3. Assignment

3.1 Any fittings or accessories, which may not be specifically mentioned in the specifications but which are usual or necessary, are to be provided by the contractor without extra charge, and the equipment must be complete in all details.

3.2 In all cases where the contract provides for fitting on site, the Purchaser, except where otherwise

Specified, shall provide, free of charge, stores apparatus and instruments as may be requisite from time to time and as may reasonably be demanded; to efficiently carry out such fitting of the equipments, in accordance with the contract.

3.3 In the case of contracts requiring electricity for the completion of the works and for test on site, such electricity, when available, shall be supplied free to the contractor at the pressure of the ordinary supply.

#### 4. WARRANTY

4.1 The contractor shall warrant that everything to be furnished hereunder shall be free from defects and faults in design, material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for goods of the type ordered and in full conformity with the contract specifications and samples if any, and shall if operable, operate properly.

4.2 The contractor shall, if required, replace or repair the goods or such portion thereof as is rejected by the Purchaser, free of cost, at the ultimate destination or at the option of Purchaser, the contractor shall pay to Purchaser value thereof at the contract price or in the absence of such price, at price decided by the Purchaser and such other expenditure and damages as may arise by reason of the breach of the conditions herein specified.

4.3 All replacement and repair that the Purchaser shall call upon the contractor to deliver or perform under this warranty shall be delivered and performed by the contractor within 2 (Two) months, promptly and satisfactorily.

4.4 Prompt clearance of the warranty replacement on arrival shall be the responsibility of the contractor or his representatives after payment of Customs and other duties as applicable.

4.5 If the contractor so desires, the replaced parts can be taken over by him or his representative in India for disposal as he deems fit at the time of replacement of goods/parts. No claim whatsoever shall lie on the Purchaser for the replaced parts thereafter.

4.6 The warranty herein contained shall not apply to any material which shall have been repaired or altered by the Purchaser, or on his behalf in any way without the consent of the contractor, so as to affect the strength, performance or reliability or to any defects to any part due to misuse, negligence or accident.

4.7 The decision of the Purchaser in regard to contractor's liability and the amount, if any, payable under this warranty shall be final and conclusive.

#### 5. DELIVERY PERIOD

5.1 The contractor shall supply stores in accordance with the delivery schedule indicated in the " Schedule of Requirements" annexed.

SECTION - VI  
LIST OF REQUIREMENTS

Part I  
ARCHERY  
CONSUMABLE

Sl. No.	Name of items	Size/ Specification	Total Quantity
1	2	3	4
1.	Target Face	122 cm.	100
2	Target Face	80 cm.	200
3	Nock ACE		1000
4	Nock ACE		50 Pkt. (per pkt. 12 nos.)
5	Vanes		20
6	Vanes (Spin)		50 Pkt.
7	Arrow rest		20
8	Arrow rest		50 Nos.
9	Point Break off point	120 gain 110 gain	10 pkt 10 pkt
10	Chest Guard (Small, Big, Medium)	Mesh Type- with Velcro sticker	30
11	Bow Box	Fibre or rexin Bag with hand Botton	30
12	Indian Round Bow Set with Stabilizer, 6 Arrows, Arm Guard, Chest Guard, Quiver/ Stand , Finger Tape & Bow Box		20
13	Fast Flight String Spool	(Big)	6 Brownel
14	Elastic Thera Band	4.5 Level	30
15	Arrow	Indian Bamboo all complete	200
16	Recurve Bow set ( handel, limb, long Stabilizer, Short Stabilizer 2 nos., Sight clicker, Button, Extension Rod, V Bar)	64 #34-2 Nos. 64#36-2Nos. 64#38-2 Nos. 66 #34-2 Nos. 66#36-2Nos. 66 #38-4 Nos. 66 #40-4 Nos. 68 #34-2 Nos 68 #36-2 Nos. 68 #38-2 Nos. 68 #40-2 Nos. 68 #42-2 Nos. 70#40-2 Nos.	30 sets
17	ACE Arrow	Imported (620 - 02Doz.), (670 - 04Doz.), (720 - 04Doz.) 520-02 doz 570-02 doz	16 -doz

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		850-02 doz	
18	Telescope with Stand	For Archery	4
19	Clicker	For Archery	40
20	Bow Stand	standard	30
21	Arm Guard	standard	30

**Non-Consumable items**

22	Quiver	Standard size Foam rexin with pocket for Note Book	30
23	Target Stand	Standard size	20
24	Target Buttress	Made of straw - standard size	30
25	Finger Tape( small, Medium & Large)	Leather made with separator	30 Nos. Small, Big, Medium
26	Damper weight	Standard weight	60 Nos.
27	Heap Weight	-do-	60 Nos.
28	Flat Weight	-do-	60 Nos.
29	Arrow Cutter	Standard	1 No.
30	Serving Thread		15 Nos.
31	Bow gauge		30 Nos.
32	Serving Zig		4 Nos.
33	Fletching Zig		4 Nos.
34	Bowlerin		
35	Face PIN	Plastic, 2" nail	1000 Nos

**ATHLETICS****CONSUMABLE**

Sl. No.	Name of items	Size/ Specification	Total Quantity
1	2	3	4
1	Spike(Running/Jumping) (High Jump/ Javelin Throw)	7 nails 11 nails	152 pairs
<b>Non-CONSUMABLE</b>			
2	Hurdles (Aluminium/ Fiber)	Adjustable	290
3	Javelin (Aluminium)	500 gm.	16
		600 gm.	16
		700 gm.	16
		800 gm.	16
4	Shot put (Brass/ Iron)	3 Kg.	16
		4 Kg.	16
		5 Kg.	16
		6 Kg.	16
		7.260 Kg.	16
5	Discus (Wooden with Steel rim)	1 Kg.	16
		1.5 Kg.	16
		1.750 Kg.	16
		2 Kg.	16

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6	High Jump Upright	Adjustable Aluminum	7
7	Pole Vault up Right	-do-	2
8	Fiber Pole for Pole Vault	Different Size	4
9	Cross Bar H.T & P.V.	As per AFI specification	12+12=24
10	Landing Pit (Pole Vault)	Mattress with Cover as per AFI specification	2
11	Landing Pit (High Jump)	-do-	5
12	Starting Block (Aluminium)	Adjustable	54
13	Relay Baton Per Sets (8 Pcs.)	Diff. Color	12
14	Plyometric Box different size (Step Up)	1 mt. x 60 Cm x 60 Cm	14 set
		60 Cm x 60 Cm x 60 Cm	14 set
		30 Cm x 60 Cm x 60 Cm	14 set
15	Spring Board for Long/ Triple Jump	As per AFI specification	12 set
16	Long Jump Take off Board	Wooden	10
17	Triple Jump Take off Board	Wooden	10
18	Hammer	3kg. 4 kg. 5kg. 6 kg. 7.260 kg.	03 Nos. 03 Nos. 03 Nos. 03 Nos. 03 Nos.

**BASKETBALL****CONSUMABLE**

Sl. No.	Name of items	Size/ Specification	Total Quantity
1	2	3	4
1	Weight Anklet	Canvas of different sizes	15 pairs
2	Jumping Box	1 Mt. x 60 Cm. x 60 Cm.	4 nos.
		60 Cm. x 60 Cm. x 60 Cm.	4 nos.
		30 Cm. x 60 Cm. x 60 Cm.	4 nos.
3	Basketball	7 No. Size Top Grip Rubber	80 nos.
		6 No. Size Top Grip Rubber	40 nos.
4	Basketball Vest	Free size super lycra fabric	58 nos.
5	Basketball Shoes	Different Sizes High ankle rubber sole	60 nos.
6	Basketball Net	Nylon 40 Cm Length	40 pair
7	Elastic thera bend	Lev-5 4 mt. x 4 inch	6 PC
		Lev-4 4 mt. x 4inch	6 PC
8	Agility Stick	5 ft. Fibre Coloured sticks	20 nos.
<b>Non-CONSUMABLE</b>			
9	Basketball Pressure Release Rings with Fittings	45 CM Diameter & 15 CM Iron Plate Attachment with three spring attachment	3 pairs
10	24 Sec Digital Device	60 CM x 60 CM with fittings	5 pairs
11	Trampoline	1 Mt. x 1.2 Mt. with stand for jump	8 nos.
12	Fiber Board with Ring fitting with pressure release ring	3 CM width (180 cm x 105 cm)	1 pair

**FOOTBALL**  
**CONSUMABLE**

Sl. No.	Name of items	Size/ Specification	Total Quantity
1	2	3	4
1	Flexible Agility Stick	Regular size fibre stick	230
2	Football	For practice, Synthetic	650
		For Competition, super quality Synthetic	120
3	Goal Post Net	Box Type Nylon Net	22 Sets
4	Goal Keeper Gloves	Regular Size with rubber grip	54 pair
5	Goal Keeper Jersey & shocks	Regular Size Super quality polyester	54pairs each
6	Shin Guard (Small)	Small	596 pairs
7	Football Stockings	Double Net & Lock	1192
8	Bibs	Lycra fabric free size	24 sets
9	Corner Flag Post	Fibre stick 5 ft. height	110 nos.
10	Football Boot	Various Size Synthetic top & Sole	1490 pairs
11	Knee Pad	Thermocol & lycra material	298 pairs
12	Marker cones	Plastic Fibre	350
13	Competition Jersey	Super quality Polyester Fabric	22 sets
14	Magnetic Teaching Board		11
<b>Non-CONSUMABLE</b>			
15	Football shooting board	4 ft. height x 3 ft. wide	46 pc
16	Heading ring for football	6 ft. height iron ring 2 ½ ft. diameter	24 pc
17	Flexible low hurdles	2 ft. height	170
18	Multy Gym.	11 SH, Single Station Multigym	
		Sitted Leg Press	11 pc
		Abdominal Bench (Adj.)	11 pc
		Neck Exercise	11 pc
		Squat press	11 pc
		Multy Hips	11 pc
		Leg Extension curl	11 pc
		Low Rowpuli	11 pc
		Vertical Butterfly	11 pc
		Multy Purpose Bench	11 pc
	Weight Lifting Set with Rod (140 kg.)	11pc	



**KABADDI**  
**CONSUMABLE**

Sl. No.	Name of items	Size/ Specification	Total Quantity
1	2	3	4
1	Mat shoe	Different size	30 pairs
2	Knee cap	Different size	30 pair
3	Ankle Cap (Ankelet)		30
4	Rope ladder	20 mtrs. length, 0.5 mtrs. width	10
Non-CONSUMABLE			
5	Kabaddi Mat	Synthetic as per KFI approved specification	2 Court (288 pc)
6	Iron shoe	Different size ½ feet,	40
7	Practice hurdles for jumping	1 feet, 1 ½ feet.	40
8	Score board	Electronic	2 no.

**SWIMMING**  
**CONSUMABLE**

Sl. No.	Name of items	Size/ Specification	Total Quantity
1	2	3	4
1	Costume	Boys and girls ( Various Size)	27
2	Cap	Swimming Cap	27
3	Swimming Spectacles	All sizes	27
4	Water Polo Ball	As per SFI specification	20
Non-CONSUMABLE			
5	Hand Paddles	Free size	30 Pair
6	Fins/ Flippers	6,7,8 sizes	30 Pair
7	Kick Board	Free size	30 Nos.
8	Stretch Cord	Free Size Label 4 & Lebel-5	30 Nos.
9	Weight belt	Various Weight size like 500 gram / 1000 gram/ 1500 gram etc.	30
10	Pull Buoy	Free Size	30

## VOLLEYBALL

### Consumable items

Sl. No.	Name of items	Size/ Specification	Total Quantity
1	2	3	4
1	Volleyball	Leather Molded	160
2	Volleyball	For Practice	42
3	Volleyball Net	Black mess white tape Nylon	33
4	Antina with Band	Fiber	17
5	Knee pad	Padded	60
6	Net Cable	Wire Rape	12
7	Sleeveless Bibs	Super Polyester Fabric	120
8	Marker	Fibre	40
9	Speed Hurdle 10" & 12"	Plastic Fibre	40
10	Nylon Panabite/Stretch Cord	8 mt. Thera band	60
Non-Consumable items			
11	Volleyball side band	Canvas/ Rexin material	16 nos.
12	Pump Guage	Standard	5
13	Adjustable Volleyball Pole	G.I. material	9 pairs
14	Vertical Rings with stand (Adjustable)	Iron & G.I. fabrication	5
15	Horizontal Rings with stand (Adjustable)	-do-	5
16	Hanging ball apparatus with stand (Adjustable)	-do-	5
17	Apparatus for develop the Air stay (Adjustable)	-do-	5
18	Rectangular Box	(Different size) (3"X1 1/2') Size of 9", 12", 18", 24: wooden	16 nos.

**WEIGHTLIFTING**  
CONSUMABLE

Sl. No.	Name of items	Size/ Specification	Total Quantity
1	2	3	4
1	Wt. lifting Shoes	Leather Shoe with belt	65 Pairs
2	Wt. lifting Costumes	Both side By-Color Boys & Girls Costume	65 Pairs
3	Wt. lifting Slacks	Lycra Material	55 nos
Non-CONSUMABLE			
4	Weightlifting Belt	Velcro Model	100
5	Weightlifting Barbell Set	As per WFI Specification	2 sets ( one for men & one for Women)
6	Platform Competition	4 mtr. x 4mt	6 nos.
7	Platform for Training	2.5mt. x 2.5mt.	08 nos.
8	Disc Stand (iron)		15 pairs
9	Squat Stand Iron	Adjustable	6 pairs
10	Multigym-12 station	Best quality	1 sets
11	Trg. Platform Rubber	(2.5mX2.5m)	16 nos.
12	Ply Board for the platform (4 mtr.X 4 mtrs.X12mm)	1 mtr x 2 mtr x 12 mm thickness	16 nos.
13	Electronic Weighing Machine	200 kg capacity up to 3 decimal	6 nos.

## HOCKEY CONSUMABLE

Sl. No.	Name of items	Size/ Specification	Total Quantity
1	2	3	4
1	Goal Net	All Double Nylon	14 set
2	Shin Guard	Rexin/Plastic with Strap	190
3	Jersey Comptn.	Super quality polyster fabric	6 set
4	Goalkeeper Jersey	-do-	15 nos.
5	Kicker Belt	For Goalkeeper	250 set
6	Comptn. Shoe (Game)	Turf shod shoe	207
7	Face mask	Hockey Goalkeeper Face mask	23
8	Abdomin guard	All sizes with strap with Velcro	28
9	Bibs for Girl+Boys	Super quality polyster fabric	123
10	Ladies Tites	Lycra materials	78
11	Hockey Stick (Graphite)	100% graphite	270
12	Turf Hockey Ball	As per HFI specification	350
13	Goal Keeper Set	Helmet with face mask, chest guard, Elbow guard, Hands Gloves, leg guard, kicker pad, Goalkeeper shorts jersey, Abdomen Guard & chin guard	12 set
14	Stocking	Polyster double neted	414 pairs
Non-CONSUMABLE			
15	Deflection Board		2 set
16	Conditioning equipment	10 Single Station Best quality	2 set
17	Stationary Bike	Best quality	2 set
18	Seated chest pres	Best quality	2 set
19	Shoulder Press	Best quality	2 set
20	Straight arm flying machine	Best quality	2 set
21	Seated rowing machine	Best quality	2 set
22	Seated leg Press	Best quality	2 set
23	Seated leg extension	Best quality	2 set
24	Seated leg curl	Best quality	2 set
25	Cable Cross over	Best quality	2 set
26	Hock squad Machine/Smith Machine for Multy Use	Best quality	2 set
27	Ball througher Machine	Best quality	2 pc
28	Magnetic Tactic Board	18 inchx10 inch Fibre	10 nos.
29	LCD projector	Compatible with Lap Top	2 nos.
30	Agility Pole	Flexible Fibre Pole	70 nos.
31	Agility Lader (Speed)	3 nos. 4 Mtrs	3 nos.
		3 nos. 9 Mtrs	6 nos.
32	Parachute	2.5 mtrs. With body harness & 5 mtrs strap	5 nos.

**BOXING**  
CONSUMABLE

Sl. No.	Name of items	Size/ Specification	Total Quantity
1	2	3	4
1	Shoes (Boxing)	Boxing Shoes of various sizes	20 nos.
2	Sparring Gloves	10 ounce	20 pairs
		12 ounce	20 pairs
		16 ounce	20 pairs
3	Punching Glove	-do-	20 pairs
4	Punching Pad	-do-	20 nos.
5	Head guard Molded type	Large, medium & small	20 nos.
6	Breast guard for Girls		10 nos.
7	Speed Ball		20 nos.
8	Head Guard	Large, medium & small	20 nos.
9	Abdominal guard	various sizes with Elastic strap	20 nos.
10	Readymade material filled punching Bag (with stand) Heavy	Synthetic leather with Canvas bag in side	4 pc
11	Readymade material filled punching Bag (with stand) Medium	Synthetic leather with Canvas bag in side	4 pc
12	Manchester (adjustable)	Leather strap with weight for hand	10 pairs
13	Gum shield	For Gum guard	60 nos.
14	Boxing Dress(Red & Blue) Boys	Costume	20 nos.
15	Boxing Dress(Red & Blue) Girls	Costume	20 nos.
Non-CONSUMABLE			
16	Boxing Ring – Conveyer Belt Floor with foam Competition	Standard competition size as per IABF specification	1 no.
17	Boxing Ring – Training		1 no.
18	Weighing Machine Electronics	200 kg. with 3 digit decimal	1 no.
19	Wall pad with spring board	Standard size	16 nos.
20	Hammer	3KG	2 nos.
21	Hammer	5KG	2 nos.

**KARATE**  
CONSUMABLE

Sl. No.	Name of items	Size/ Specification	Total Quantity
1	Shine guard	For Karate	40
2	Karate dress as per AIKF specification	White Cotton full dress	40
3	Chest guard	For Karate	20nos
4	Teeth guard	Normal	40nos
5	Groin guard	Cup Guard	20
6	Running shoes	Warm up Shoe	15 pairs
7	Practice Gloves	For Karate	20 pairs
8	Punching Bag	6 ft. height & grounded	4 nos.
9	Focus Pad	For Karate	10 nos.
10	Kicking Big Sheild	For Karate	5 nos.
Non-Consumables item			
11	Mat double coloured	1m x 1m	200 pic.
12	Dummy	For Karate	5 nos.

**ROWING EQUIPMENT**  
Non-Consumables items

Sl. No.	Name of items	Total Quantity
1.	Single Scull (1X)	01
2.	Double Scull (2X)	01
3.	Coxless Pair (2-)	01
4.	Coxless Four (4-)	01
5.	Quadruple Scull(4X)	01
6.	Coxed Eight (8+)	01
7.	Ergo Meter (Concept 2 Model-D)	01
8.	Trainer Boat Double Scull	01
9.	Trainer Boat Coxless Pair	01
10.	Sweep Oars	14
11.	Sculling Oars	14
12.	Stroke Coach	07
13.	Speed Coach	01
14.	Rating Stop Watch	01

**WRESTLING**  
CONSUMABLE

Sl. No.	Name of items	Size/ Specification	Total Quantity
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>
1	Wrestling Shoes	Various sizes	15 Pairs
2	Wrestling Costume	As per WFI specification	15 Pairs
Non-Consumables item			
3	Wrestling Mat with Cover	As per WFI specification	1 Set
4	Dumy	Different weight	8 Nos.

**GENERAL ITEMS FOR ALL STATE SPORTS HOSTEL & CENTRE OF EXCELLENCE**

Sl. No.	Name of items	Size/ Technical Specification	Total Quantity
1	2	3	4
1.	Track Suits	Super poly with cloth lining inside. The name of "Sports Hostel Odisha/Centre of Excellence" in the back side of the top of tracksuit will be printed. Sizes: Small/Medium/Large/Extra Large	1000 nos.
2.	Warm-up Shoes	The upper should be made up synthetic leather, light weight which is durable & comfortable with sole having cushion padding. Various Sizes as per the requirement.	1000 pairs
3.	Shocks	Good quality Cotton & Lycra mixed thick skin friendly materials having double Toe and Heel.	1000 pairs
4.	Shorts & Banion	Made of superior quality polyester fabric. Various Sizes as per the requirement.	2000 pairs
5.	Turkish Towel	Cotton towel having 3ft x 4ft sizes water absorbent.	1000 nos.
6.	Kit Bag	11" x 22" with side pocket, made of Tetron (Waterproof), mentioning the name of "Sports Hostel Odisha/Centre of Excellences".	1000 nos.
7.	Skipping Rope	Good quality Nylon pipe and rotated handle.	1000 nos.
8.	Measuring Tape-	Fibre white measuring tape having ISI approve. Sizes: 15mtrs.(18), 30mtrs.(18), 50mtrs.(18), 100mtrs.(4)	58 nos.
12.	Weight Jacket	Canvas with nylon stitching jacket with Velcro fitting. Free sizes with 3 pockets.	18 nos. 50 nos.
13.	Medicine Ball	Synthetic power ball having bouncing capability. Sizes: 1 Kg. 2 Kg. 3 Kg. 4 Kg. 5 Kg. 10 Kg.	08 nos. 80 nos. 92 nos. 68 nos. 70 nos. 08 nos.
14.	Plastics Cone	Plastic fibre : 9" Heat Shape(DISC) 60 Cm. height cone shape 40 Cm. height cone shape	160 nos. 185 nos. 410 nos.
15.	Stop Watch	Digital 1/1000 <sup>th</sup> Sec. and 100 Lap Memory Stop & Go Watch.	30 nos. 14 nos.
16.	Gym. Ball	Poly fibre Gym. Ball: 75 Cm. 90 Cm. 120 Cm.	30 nos. 30 nos. 34 nos.
17.	Handball	Regular size Handball.	40 nos.
18.	Crape Bandage	Superior lycra fabric with cotton blended Crape Bandage Sizes : 2" 3" 4"	180 nos. 596 nos. 692 nos.
19.	Speed Ladder	Nylon Strap and fibre sticks in the speed ladder. Sizes : 15 Mt. x 20" x 18"-06 8 Mt. x 20" x 18"-12	64 nos.



**Part II**  
**Required Delivery Schedule:**

- i. The tenderer/supplier is required to have capability to supply bulk/large quantity in shortest time.
- ii. The quantity mentioned in List of requirement must be supplied within 60 days from the date of order.

Part III: Scope of Incidental Services:  
As specified in GCC Clause

Part III:

- (i) Required Terms of Delivery: Free at Consignee's site i.e. Sports & Youth Services Department, C-1, Nayapalli, Bhubaneswar-751012 (Odisha)
- (ii) The supplier after testing and inspection of supplied goods by the Director/Consignee shall arrange for installation /Fixation of the required items at the destination on it's own cost.

## Section – VII Technical Specifications

### **GENERAL APPENDIX TO SPECIFICATIONS**

Note 1: Tenderer's attention is drawn to GIT( General Instructions To Tenderers). The tenderer is to provide the required details, information, confirmations, etc. accordingly failing which it's tender is liable to be ignored.

Note 2: The picture provided in the specification is for illustration purposes only and not to scale.

Note 3: Warranty:  
12 month on-site replacement Warranty as per Conditions of Contract of the tender document for complete Stores from the date of recording of acceptance of stores at site.

Note 4:

After Sales Service:

After sales service should be available. Complaints should be attended properly. The service should be provided directly by the supplier or his authorised agent whose details shall be provided to the Director/consignee within one month from the date of award of contract.

#### **Note 5: WATCH AND WARD**

The supplier shall be responsible for watch and ward of all the equipment and various materials till complete handing over.

## Section – VIII

### Qualification Criteria

1. The Tenderer must be a Manufacturer or its Authorized Agent/Distributor/Dealer/Stockist .having a valid VAT/CST Regd.No.having a valid VAT/CST Regd.No.
2. Prequalification/post qualification shall be based entirely upon the capability and resources of prospective bidder to perform the particular contract satisfactorily, taking into account their
  - (iii) experience and past performance on similar contracts for last 3 years
  - (iv) Capabilities with respect to personnel equipment and manufacturing facilities
  - (v) Financial standing through latest ITCC., Annual report (balance sheet and Profit & Loss Account) of last 3 years.
3. No bidder should be denied prequalification/post qualification for reasons unrelated to its capability and resource to successfully perform the contract.
4. Solvency Certificate: The bidder shall submit solvency certificate issued in the name of the bidder
5. The self-attested copies of the certificates to be attached.

**Note:**

Notwithstanding anything stated above, the Director reserves the right to assess the Tenderer's capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Director. The Director reserves the right to ask for a free demonstration of the quoted Goods/Stores at a pre determined place acceptable to the Director for technical acceptability as per the tender specifications, before the opening of the Price Tender.

**PROFORMA 'A'**  
**PROFORMA FOR PERFORMANCE STATEMENT**  
**(or the period of last 3 years)**

Sl. No.	Client's Name and Address & Contact details (Phone No./ Email)	Description of the goods ordered	Agreement /Notification of Award No. and date	Contract Value (Rs in lakh)	Actual Date of Completion of contract (Remarks indicating reasons for late delivery if any)

**SEAL AND SIGNATURE OF THE BIDDER**

Note:

1. In support of having completed above supplies attach notarized purchase orders/work order copies and notarized copies of the satisfactory completion certificate from the consignee(s) .If at any time, information furnished is proved to be false or incorrect, the earnest money furnished will be forfeited.
2. The turnover and experience should be in the name of bidding company and not in the name of subsidiary/associate company/group company etc.

Section – IX  
TENDER FORM

Date\_\_\_\_\_

To  
The Director  
Sports & Youth Services  
Bhubaneswar  
Government of Odisha

---

Ref. Your tender document No. \_\_\_\_\_ dated \_\_\_\_\_

We, the undersigned have examined the above mentioned tender 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) in conformity with your above referred document attached herewith and made part of this tender.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause , read with modification, if any, in Section - V – “Special Conditions of Contract”, for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the GIT( General Instructions To Tenderers), read with modification, if any in Section - III – “Special Instructions to Tenderers” or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

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

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

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

---

(Signature with date)

(Name and designation) Duly authorised to sign tender for and on behalf of

---

FINANCIAL BID

SECTION - X  
PRICE SCHEDULE  
PRICE SCHEDULE FOR GOODS

1 Item No.	2 Brief Description of Goods	3 Country of Origin	4 Quantity (Nos.)	5 Price per unit (Rs.)							6 Total Price (at Consignee site basis (Rs.)  4 x 5(g)
				Ex - factory/ Ex - warehouse /Ex - showroom /Off - the shelf (a)	Excise Duty (if any) [%age & value] (b)	Sales Tax/VAT(if any) [%age & value] (c)	Packing and Forwarding charges (d)	Inland Transportation, Insurance for a period including 3 months beyond date of delivery, loading/unloading and incidental costs till consignee's SIT (Special Instructions to Tenderers)e (e)	Incidental Services at the Consignee's site (f)	Unit Price (at Consignee site basis (g) =a+b+c+d+e+f	

Total Tender price in Rupees: \_\_\_\_\_

In words: \_\_\_\_\_

Note: -

1. If there is a discrepancy between the unit price and total price the unit price shall prevail.

Name \_\_\_\_\_

Business Address \_\_\_\_\_

Signature of Tenderer \_\_\_\_\_

Seal of the Tenderer \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

## Price and Completion Schedule - Related AMC Services (For the Item Condition Equipment)

Name of the Discipline item	Description of Services (excludes inland transportation and other services required in the Purchaser's country to convey the goods to their final destination)	Country of Origin	Delivery place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
Example: ARCHERY	Cost of AMC(Maintenance, repair including supply of spare parts and updates of the supplied goods ) for 1 Year after Warranty		Locations detailed in: Section VI List of Requirements and Section XIX 'Installation/Fixation Place''			
				Total Bid Price		

Name of Bidder *[insert complete name of Bidder]*  
 Signature of Bidder *[signature of person signing the Bid]*  
 Date *[insert date]*

SECTION – XI  
QUESTIONNAIRE

Fill up the Section XIX – Check List for Tenderers and enclose with the Tender

1. The tenderer should furnish specific answers to all the questions/issues mentioned in the Checklist. In case a question/issue does not apply to a tenderer, the same should be answered with the remark “not applicable”.
2. Wherever necessary and applicable, the tenderer shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.
3. In case a tenderer furnishes a wrong or evasive answer against any of the question/issues mentioned in the Checklist, its tender will be liable to be ignored.



**GOVT.OF ODISHA,  
SPORTS & YOUTH SERVICES DEPARTMENT,  
C- 1, NAYAPALLI,BHUBANESWAR-12,ODISHA**

***TENDER CALLNOTICE FOR SUPPLY OF  
SPORTS EQUIPMENT/SPORTS KITS/SPORTS GEARS***

**TECHNICAL BID FORM  
(TO BE SUBMITTED SEPARATELY IN ENVELOPE – ‘A ‘)**

Date & Time for Submission of Tender \_\_\_\_\_

Date & Time for Opening of Tender \_\_\_\_\_

The following details / documents / certificates issued by the concerned Authorities in respect of the bidder are required to be submitted for qualifying in Technical Bid :-

1. Name of the Firm/Agency/Tenderer : \_\_\_\_\_
2. Name of the Proprietor / Partner/Director : \_\_\_\_\_
3. Address of the Firm / Company : \_\_\_\_\_  
\_\_\_\_\_
4. Registration Number of the Firm / Memorandum & Articles of Association of the Company : \_\_\_\_\_
5. Telephone / Fax No./ Email Id : \_\_\_\_\_
6. PAN/TIN number ( attach a Photo copy ) : \_\_\_\_\_
7. VAT / CST number ( attach a Photo copy ) : \_\_\_\_\_
8. Attach copies of ITR for the last three years : \_\_\_\_\_
9. Documentary proof regarding Manufacturer / Authorized Distributor / Agent : \_\_\_\_\_
10. Experience in the line (mention number of Years) / Credential – Attach list of Clients : \_\_\_\_\_
11. EMD DETAILS:- Demand Draft No & Date \_\_\_\_\_ Amount \_\_\_\_\_  
Bank Name \_\_\_\_\_

12. Documentary evidence as per GIT for claiming  
Exemption from payment of Earnest Money deposit

13. Tender Form as per Section-IX(Without indicating price) : \_\_\_\_\_

14. Documentary evidence as per Para -10.1( A) (iii) of GIT : \_\_\_\_\_

15. Manufacturer's Authorisation form as required under  
Para-10.1(A)(iv) of GIT : \_\_\_\_\_

16. Power of Attorney form as required under  
Para-10.1(A)(v) of GIT : \_\_\_\_\_

17. Documents and relevant details as required under  
Para-10.1(A)(vi) of GIT : \_\_\_\_\_

18. Performance Statement as required under  
Para-10.1(A)(vii) of GIT : \_\_\_\_\_

19. Price Schedule as required under  
Para-10.1(A)(viii) of GIT : \_\_\_\_\_

20. Certificate as required under  
Para-10.1(A)(ix) of GIT : \_\_\_\_\_

21. Check list as per Section XIX

22. Any other documents/Information required  
Under the Tender Call Notice

23. Payment of the cost of Tender Paper

i) In case of deposit by hand indicate :- M.R.No. Date

ii) Incase of enclosing Bank Draft in the  
Technical Bid Cover for  
down loading the documents B.D.No. Date  
Bank name & Branch

**SIGNATURE OF THE BIDDER**  
**With Address & Seal**

SECTION – XIII  
MANUFACTURER’S AUTHORISATION FORM

To

The Director  
Sports & Youth Services  
Bhubaneswar  
Government of Odisha

---

Dear Sirs,

Ref. Your tender document No \_\_\_\_\_, dated \_\_\_\_\_

We, \_\_\_\_\_ who are proven and reputable manufacturers of \_\_\_\_\_ (*name and description of the goods offered in the tender*) having factories at \_\_\_\_\_, hereby authorise Messrs \_\_\_\_\_ (*name and address of the agent*) submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred Tender Documents for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs. \_\_\_\_\_ (*name and address of the above agent*) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred Tender Documents for the above goods manufactured by us.

We also hereby extend our full warranty, as applicable as per of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods offered for supply by the above firm against this tender document.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorised agent.

We also confirm that the price quoted by our agent shall not exceed than that which we would have quoted directly.

Yours faithfully,

---

[Signature with date, name and designation]

for and on behalf of Messrs \_\_\_\_\_

[Name & address of the manufacturers]

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

*2. Original letter may be sent.*

SECTION – XIV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To  
The Director  
Sports & Youth Services  
Bhubaneswar  
Government of Odisha

---

WHEREAS \_\_\_\_\_ (Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no \_\_\_\_\_ dated \_\_\_\_\_ to supply (description of goods and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of. \_\_\_\_\_ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to 12 months from the date of Notification of Award i.e. up to --  
----- (indicate date)

.....  
(Signature with date 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 – XV**  
**CONTRACT FORM**

The Director  
Sports & Youth Services  
Bhubaneswar  
Government of Odisha

---

Contract No \_\_\_\_\_ dated \_\_\_\_\_

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

1. Name & address of the Supplier: \_\_\_\_\_
2. Director's tender document No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent Amendment No \_\_\_\_\_, dated \_\_\_\_\_ (if any), issued by the Director
3. Supplier's Tender No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent communication(s) No \_\_\_\_\_ dated \_\_\_\_\_ (if any), exchanged between the supplier and the Director in connection with this tender.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:

- a. General Conditions of Contract;
- b. Special Conditions of Contract;
- c. List of Requirements;
- d. Technical Specifications;
- e. Tender Form furnished by the supplier;
- f. Price Schedule(s) furnished by the supplier in its tender;
- g. Manufacturers' Authorisation Form (if applicable for this tender);
- h. Director's Notification of Award

Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under Section II – 'General Instructions to Tenderers' of the Director's tender document shall also apply to this 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 which shall be supplied/ provided by the supplier are as under:

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

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

Total value (in figure) \_\_\_\_\_ (In words) \_\_\_\_\_

2. Delivery schedule

- (iii) Details of Performance Security

- (a) Mode(s), stage(s) and place(s) of conducting inspections and tests.

- (b) Designation and address of Director's inspecting officer
- (v) Destination and despatch instructions
- (vi) Consignee (s)
  - 3. Warranty clause
  - 4. Payment terms
  - 5. Paying authority

\_\_\_\_\_  
(Signature, name and address  
of the Director's authorised official)  
For and on behalf of \_\_\_\_\_

Received and accepted this contract

\_\_\_\_\_  
(Signature, name and address of the supplier's executive  
duly authorised to sign on behalf of the supplier)

For and on behalf of \_\_\_\_\_

(Name and address of the supplier)

\_\_\_\_\_  
(Seal of the supplier)

Date: \_\_\_\_\_

Place: \_\_\_\_\_

SECTION – XVI  
CONSIGNEE RECEIPT CERTIFICATE  
(To be given by consignee’s authorized representative)

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

- 1) Contract No. & date : \_\_\_\_\_
- 2) Supplier’s Name : \_\_\_\_\_
- 3) Consignee’s Name & Address with  
telephone No. & Fax No. : \_\_\_\_\_
- 4) Name of the item supplied : \_\_\_\_\_
- 5) Quantity Supplied : \_\_\_\_\_
- 6) Date of Receipt by the Consignee : \_\_\_\_\_
- 7) Name and designation of  
Authorized Representative of  
Consignee : \_\_\_\_\_
- 8) Signature of Authorized  
Representative of Consignee with  
date : \_\_\_\_\_
- 9) Seal of the Consignee : \_\_\_\_\_

SECTION – XVII

Proforma of Final Acceptance Certificate by the Consignee

No \_\_\_\_\_

Date \_\_\_\_\_

To

M/s \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subject: Certificate of acceptance of Goods/Stores.

This is to certify that the Goods/Storesas detailed below has/have been received in good conditions along with all the standard and special accessories and in accordance with the contract/ specifications. The same has been accepted and taken in stock. (a) Contract

No \_\_\_\_\_ dated \_\_\_\_\_

(b) Description of the Goods/Stores: \_\_\_\_\_

(c) deleted **of GIT**

(d) Quantity: \_\_\_\_\_

(e) Receipt/ Goods Consignment Note no \_\_\_\_\_ dated \_\_\_\_\_

(f) Name of the Transporters: \_\_\_\_\_

(g) Name of the Consignee: \_\_\_\_\_

(h) Date of acceptance: \_\_\_\_\_ -----

(i) Remarks if any: \_\_\_\_\_

Signature

Name

Designation with Stamp/Seal



## SECTION – XVIII CHECKLIST

Name of Tenderer:

Name of Manufacturer:

Sl No.	Activity	Yes/ No/ NA	Page No. in the tender document	Remarks
1. a.	Have you enclosed EMD of required amount for the quoted schedules?			
b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section XIII?			
c.	In case Bank Guarantee is furnished, have you kept its validity of 90 days from Technical Bid Opening date as per clause 19 of GIT( General Instructions To Tenderers)?			
2. a.	Have you enclosed duly filled Tender Form as per format in Section X?			
b.	Have you enclosed Power of Attorney in favour of the signatory?			
3.	Are you a SSI unit, if yes have you enclosed certificate of registration issued by Directorate of Industries/NSIC			
4. a.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
5.	Have you submitted satisfactory performance certificate as per the Proforma for performance statement as per Proforma given in tender document in respect of all orders?			
6.	Have you submitted manufacturer's authorization as per Section XIV?			
7.	Have you submitted prices of goods, in the Price Schedule as per Section XI?			
8.	Have you kept validity of 90 days from the Technical Bid Tender Opening date as per the tender document?			

Sl No.	Activity	Yes/ No/ NA	Page No. in the tender document	Remarks
9	Have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
10.	Have you intimated the name an full address of your Banker (s) along with your Account Number			
11.	Have you fully accepted payment terms as per tender document?			
12.	(a) Have you fully accepted delivery period as per tender document? (b) Have you accepted terms of delivery at consignee site			
13.	Have you submitted the certificate of incorporation?			
14.	Have you accepted the warranty as per tender document?			
15.	Have you accepted terms and conditions of tender document?			
16.	Have you furnished documents establishing your eligibility & qualification criteria as per tender documents?			
17	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?			
18	Whether submitted the samples in respect of consumable items & general items in sealed packets and if so, numbers of packets and numbers of samples to be indicated in remark column.			

N.B.

1. All pages of the Tender should be page numbered and indexed.
2. The Tenderer may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may be filled up as NA( Not Applicable)
3. It is the responsibility of tenderer to go through the tender document to ensure furnishing all required documents in addition to above, if any.

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(Signature with date)

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(Full name, designation & address of the person duly authorised sign on behalf of the Tenderer)  
For and on behalf of

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(Name, address and stamp of the tendering firm)

Section – XIX  
Consignee List

Sl. No.	Name of Discipline	Place/Destination for Installation/Fixation of required Sports goods
1	Archery	Keonjhar, Phulbani,
2	Athletic	Bhubaneswar, Phulbani, Koraput, Sundergarh, Baripada, Keonjhar
3	Basketball-Non Consumable	Bhubaneswar, Berhampur
4	Boxing Equipments	Bhubaneswar
5	Football Multi - Gym	Sundergarh, Sambalpur, Balangir, Kalahandi, Phulbani, Nayagarh, Bhubaneswar, Cuttack, Balasore, Baripada, Keonjhar
6	Rowing	Jagatpur( Cuttack district)
7	Hockey:- Conditioning of Non Consumable	Sundergarh Hq, Rourkela
8	Kabaddi	Puri, Cuttack
9	Karate Mat	Bhubaneswar
10	Swimming	Bhubaneswar, Sambalpur
11	Volleyball	Koraput, Berhampur, Bhubaneswar, Balesore
12	Weightlifting – Non Consumable Equipments	Berhampur, Bhubaneswar, Koraput
13	Wrestling	Puri
14	General item + Consumable Items for all sports discipline	Sports & Youth Services Department , C-1, Nayapalli, Bhubaneswar

NB: The consignee will ensure timely issue of, Octroi Exemption Certificates, Road Permits & Entry Tax Exemption Certificates, wherever applicable, to the suppliers.