



Reference No:-SYS-FE-FE-0029-2023/32609

Date 19/12/2023

***RFP for Supply of Uniform for Government College of Physical Education,
DSYS, Govt of Odisha***

December 2023

**Sports and Youth Services Department, Government of Odisha
Kalinga Stadium, Nayapalli, Bhubaneswar – 751012**

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A. Notice for Request for Proposal – Data Sheet

Sports and Youth Services Department, Government of Odisha
Kalinga Stadium, Nayapalli, Bhubaneswar – 751012

Reference No: - SYS-FE-FE-0029-2023

Date 19/12/2023

Sports and Youth Services Department, Government of Odisha, invites sealed Bids under two bid-basis i.e., Technical Bid and Financial Bid from reputed Agencies for **‘Supply of Uniform for Government college of Physical Education (GCPE), DSYS, Govt of Odisha.’**

Sl. No	Information	Details
1	Name of RFP	Supply of Uniform for Government college of Physical Education (GCPE), DSYS, Govt of Odisha.’
2	Type of RFP	Open Tender
3	Mode of tendering	Online
4	Last date for sending queries to DSYS, Government of Odisha	Date: 22/12/2023; Time: 11:00 am. Queries may be sent by email (in MS Word/Excel Format only as per Annexure XV tender.dsys@odisha.gov.in
5	Pre-bid meeting	Date: 22/12/2023; Time: 05:00 pm; (to be held via video conferencing. To join the video meeting, click this link: https://meet.google.com/kph-fpdn-aon
6	Issue of responses to pre-bid queries, addendum/ corrigendum, if Required	Date: 24/12/2023
7	Bid Due Date	Date: 02/01/2024; Time: 4:00 pm
8	Opening of Technical Bid	Date: 02/01/2024; Time: 5:00 pm
10	Opening of Financial Bid	To be communicated to the selected bidders
11	Bid Processing Fee/ Tender Document Cost (non-refundable) including GST	Amount: INR 5,000 (Rupees Five Thousand only) Payable in DD/ Banker’s Cheque only in favour of ‘Joint Secretary, Sports and Youth Services Department, Government of Odisha’ payable at Bhubaneswar. DD should reach DSYS, Government of Odisha (Addressed to: Sports and Youth Services Department, Government of Odisha, Kalinga Stadium, Nayapalli, Bhubaneswar, Odisha - 751012) on or before the Bid Due Date by registered post/ courier.
12	Earnest Money Deposit (EMD)	The bidder shall deposit Earnest Money of INR. 50,000/- (Rupees Fifty Thousand only) through Demand Draft drawn in favor of “Department of Sports & Youth Services” payable at Bhubaneswar”. The EMD shall be valid for 30 days beyond the Bid Validity period.

The interested bidders should submit their bids only in the e-tender portal <https://tendersodisha.gov.in/>

Sports and Youth Services Department, Government of Odisha reserves the right to cancel the bid at any time or amend/ withdraw any of the terms and conditions contained in the RFP Document without assigning any reason thereof.

Joint Secretary, DSYS

B. Disclaimer

1. This Request for Proposal (“RFP”) is neither an agreement nor an offer by Sports and Youth Services Department, Government of Odisha to the prospective bidders or any third party. The purpose of this RFP is to provide interested parties with information to facilitate the formulation of their Bid pursuant to this RFP.
2. This RFP includes statements, which reflect various assumptions and assessments arrived at by Sports and Youth Services Department, Government of Odisha. Such assumptions, assessments and statements do not purport to contain all the information that a party may require. This RFP may not be appropriate for all persons, and it is not possible for Sports and Youth Services Department, Government of Odisha to consider the particular needs of each party who reads or uses this RFP document. The assumptions, assessments, statements and information contained in this RFP document may not be complete, accurate, adequate or correct. Each bidder must, therefore, conduct its own investigations and analysis and should verify the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
3. Information provided in this RFP to the bidders is on a wide range of matters, some of which may depend upon interpretation of law. The information provided is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Sports and Youth Services Department, Government of Odisha accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
4. Sports and Youth Services Department, Government of Odisha, its employees and their agencies make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations, the law of contract, tort, principles of restitution or unjust enrichment or otherwise for any loss, damage, cost or expense which may arise from or be incurred or suffered in connection with this RFP, or any matter deemed to form part of this RFP, or arising in any way in relation to this RFP process.
5. Neither Sports and Youth Services Department, Government of Odisha nor their employees or their consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP. Sports and Youth Services Department, Government of Odisha also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
6. The bidder should confirm that the RFP document downloaded by them is complete in all respects, including all annexures and attachments, if any. In the event the

document or any part thereof is missing, the Bidder shall notify Sports and Youth Services Department, Government of Odisha immediately at the following address:

Sports and Youth Services Department, Government of Odisha,
Kalinga Stadium, Nayapalli, Bhubaneswar, Odisha - 751012
Email: tender.dsys@odisha.gov.in

7. If no intimation is received within the last date for submission of Pre-Bid queries, it shall be considered that the RFP Documents received by the Bidder is complete in all respects and that the bidder is fully satisfied with the RFP Documents.
8. No extension of time shall be granted to any Bidder for submission of its Proposal on the ground that the Bidder did not obtain the complete set of the RFP document.
9. This RFP and the information contained herein are strictly confidential and privileged and are for the exclusive use of the bidder to whom it is issued. This RFP shall not be copied or distributed by the recipient to third parties (other than, to the extent required by applicable law or in confidence to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this RFP). In the event after the issue of the RFP, the recipient does not continue with its involvement in the Bidding Process for any reason whatsoever, this RFP and the information contained herein shall be always kept confidential by such party and its professional advisors.
10. Sports and Youth Services Department, Government of Odisha may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the statements, information, assessment or assumptions contained in the RFP documents at any time during the RFP process. Agencies are expected to keep track of the same on the portal.
11. The bidders or any third party may not object to such changes/ modifications/ additions/ alterations as provided in Clause 10 above, explicitly or implicitly. Any such objection by the bidder shall make the bidder's bid liable for rejection by Sports and Youth Services Department, Government of Odisha. Further objection by any third party shall be construed as infringement on confidentiality and privileged rights of Sports and Youth Services Department, Government of Odisha with respect to this RFP.
12. Sports and Youth Services Department, Government of Odisha reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all the proposals at any stage of the RFP process without assigning any reasons. The decision of Sports and Youth Services Department, Government of Odisha shall be final and binding in this regard.

13. Bidders shall not make any public announcements with respect to the RFP process or the RFP document. Public announcements, if any, are to be made with respect to the RFP process or this RFP shall be made exclusively by Sports and Youth Services Department, Government of Odisha. Any breach by a bidder in this regard shall be deemed to be in non-compliance with the terms and conditions of this RFP and shall render the proposal liable for rejection. Sports and Youth Services Department, Government of Odisha's decision in this regard shall be final and binding on the bidder.
14. By responding to the RFP, the Bidder shall be deemed to have confirmed that it has fully satisfied and understood the terms and conditions of the RFP. The Bidder hereby expressly waives any and all claims in respect thereof.
15. The bid is not transferable.

C. Abbreviations

BG	Bank Guarantee
DSYS	Sports and Youth Services Department, Government of Odisha
EMD	Earnest Money Deposit
FY	Financial Year
GST	Goods and Services Tax
GSTIN	GST Identification Number
I/C	In-Charge
IFSC	Indian Financial System Code
INR	Indian Rupee/ legal tender currency of India
IT	Income Tax
JV	Joint Venture
LD	Liquidated Damages
LLP	Limited Liability Partnership
LOA	Letter of Award
NEFT	National Electronic Funds Transfer
RFP	Request for Proposal
PAN	Permanent Account Number
RTGS	Real Time Gross Settlement

D. Definitions and Interpretations

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

1. **“Applicable Laws”** means all laws, legislations, statutes, rules, directives, ordinances, notifications, exemptions, regulations, judgements/orders of any court, tribunal, regulatory bodies and quasi-judicial bodies or any interpretation thereof enacted, issued, or promulgated by any authority and applicable to either Sports and Youth Services Department, Government of Odisha or to the Bidders;
2. **“Authorized Signatory”** means the designated person of the agency authorized to represent the agency in all matters pertaining to its Proposal. The designated person should hold the Power of Attorney duly authorizing him/ her to perform all tasks including but not limited to sign and submit the Proposal to participate in all stages of the RFP Process, to conduct correspondence for and on behalf of the agency, and to execute any document required to give effect to the outcome of the RFP Process;
3. **“Bid”** or **“Proposal”** means the documents submitted by a Bidder pursuant to this RFP, including the Technical Bid along with any additional information/clarifications required/ sought by Sports and Youth Services Department, Government of Odisha and the Financial Bid, submitted strictly in the formats provided by Sports and Youth Services Department, Government of Odisha. The Bid shall not be considered to be a Bid if it is not submitted as per the formats prescribed by Sports and Youth Services Department, Government of Odisha;
4. **“Bidder”** or **“bidder”** or **“Agency”** or **“agency”** designates an Agency which has made a proposal, a tender or a bid with the aim of concluding a Service Order/ Agreement with Sports and Youth Services Department, Government of Odisha;
5. **“RFP Process”** or **“Bidding Process”** means the process governing the submission and evaluation of the Bids as set out in the RFP itself;
6. **“Bid Due Date”** shall mean the last date for submission of bids, as given in Sl. No. 7 of the datasheet in the RFP. No bids shall be accepted after the Bid Due Date;
7. **“Bid Processing Fee”** shall be the amount the bidder shall pay to Sports and Youth Services Department, Government of Odisha non-refundable amount (“Bid Processing Fee”), indicated in the Data Sheet, as part of its Technical Proposal. The mode of payment of the Bid Processing Fee is also indicated in the Data Sheet.
8. **“EMD”** means the amount submitted by a Bidder to Sports and Youth Services Department, Government of Odisha for participating in the Bidding Process, in terms of the below clause.

- The amount of EMD demanded in the tender shall be deposited by the bidder while submitting the tender in the form demand draft.
 - Any bidder that does not submit the EMD shall be rejected by Sports and Youth Services Department, Government of Odisha, as non-responsive.
 - The EMD will be refunded to the bidders whose offers have not been accepted.
 - EMD of the bidder whose offer is accepted will be kept up till the time, the Bank Guarantee is not received.
 - The EMD shall be valid for 30 days beyond the Bid Validity period.
 - If the bidder withdraws the bid during the validity period of the bid before the commencement of the project, the EMD money will not be refunded.
9. **“Bid Validity Period”** shall initially remain valid and binding on the bidder for at least 180 (one hundred and eighty) days from the Bid Due Date, as given in the Schedule for the RFP. Any bid with a shorter validity period shall be rejected by Sports and Youth Services Department, Government of Odisha
10. **“Financial Year”** means the 12-month period from 1st April to 31st March corresponding to the audited annual accounts;
11. **“Letter of Award (LOA)”** means the official written intimation by Sports and Youth Services Department, Government of Odisha notifying the Preferred Bidder/ Service provider that the work has been awarded in its favour as per the terms and conditions mentioned therein.
12. **“Net Worth”** shall have the meaning ascribed to it in Section 2(57) of the Companies Act, 2013;
13. **“Request for Proposal” or “RFP” or “RFP Document” or “RFP Paper” or “RFP Documents” or “Bid Documents”** means documents issued by Sports and Youth Services Department, Government of Odisha vide RFP No. Reference No: - SYS-FE-FE-0029-2023 Date 09/11/2023 for Supply of uniform for GCP Colleges of Sports and Youth Services Department, Government of Odisha and shall include any modifications, amendments, corrigenda/ addenda, or alterations thereto. The documents are as follows:
- (a) This RFP document;
 - (b) Any corrigendum(a)/ addendum(a) and clarification(s) to the RFP Document issued by Sports and Youth Services Department, Government of Odisha subsequent to the issue of the RFP Document will also be considered an integral part of the RFP Document. Any reference to the RFP Document in the Agreement shall include such corrigendum(a)/ addendum(a);

14. **“Pre-Bid Meeting”** means Pre-Bid meeting to be held as per the schedule indicated in the Schedule of the RFP hereof between Sports and Youth Services Department, Government of Odisha, and the bidders for clearing doubts if any;
15. **“Related Party”** shall have the meaning ascribed to it in Section 2(76) of the Companies Act, 2013;
16. **“Turnover”** shall have the meaning ascribed to it in Section 2(91) of the Companies Act, 2013.
17. **“Sports and Youth Services Department, Government of Odisha”** or **“DSYS, Government of Odisha”** shall mean the Sports and Youth Services Department, Government of Odisha, having its registered office at Kalinga Stadium, Bhubaneswar. 751012

All other capitalized words not defined herein shall have the same meaning as ascribed to them in the RFP. Terms and expressions not defined anywhere in the Bid Documents shall have the same meaning as are assigned to them in Indian Contract Act, 1872 and /or in General Clauses Act, 1897.

E. Instructions to Bidders

1. **Bid Preparation Cost:** The Bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Sports and Youth Services Department, Government of Odisha or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the bidder and Sports and Youth Services Department, Government of Odisha shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the bid, regardless of the conduct or outcome of the bidding process.
2. The bidder is expected to examine all instructions, forms, terms and conditions in the RFP document. Failure to furnish all information required by the RFP document or submission of a tender not substantially responsive to the RFP document in every respect will be at the bidder's risk and may result in rejection of the bid.
3. The bidder shall not make or cause to be made by any alteration, erasure, or obliteration to the text of the RFP document.
4. The bid documents shall be shared with the agencies via the portal and DSYS website. There shall be no sale of hard copies of the bid documents. The Bid Processing Fee shall have to be paid at the time of bid submission, unless exempted to be paid by the competent authority.
5. **Bid Processing Fee:** The bidder shall pay to Sports and Youth Services Department, Government of Odisha a non-refundable amount ("Bid Processing Fee"), indicated in the Data Sheet, as part of its Technical Proposal. The mode of payment of the Bid Processing Fee is also indicated in the Data Sheet.
6. Consortiums / Joint Ventures (JVs) are not allowed. Proposals from Bidders, applying individually shall be considered for evaluation. Firms/Agencies desirous of participating in this Bid should not have been debarred/blacklisted by any Government agency.
7. **Preparation of Bids**
 - 7.1 **Language:** Bids and all accompanying documents shall be in the English language. In case any accompanying materials are in other languages, an English Translation shall accompany it. The English version shall prevail in matters of interpretation which is notarized by component authority.
 - 7.2 **Form of Bid:** The form of a bid shall be completed in all respects and duly signed and stamped by an authorized representative of the Bidder. Relevant power of attorney for signing the bid should be attached.

- 7.3 **Currencies of Bid and Payment:** The bidder shall submit his financial bid in Indian National Rupee (₹ / Rs.), and payment under this contract will be made in Indian National Rupee (₹ / Rs.)

8. Clarifications by Bidders

- 8.1 Bidders requiring any clarification on the RFP document may contact DSYS, Government of Odisha in writing by e-mail/post/courier within such date as specified in the Data Sheet of Bidding Process.
- 8.2 All correspondence for clarifications should be submitted as per the format attached at **‘Annexure XV’** to the address mentioned in the data sheet in writing by Mail/post/courier.
- 8.3 DSYS, Government of Odisha shall endeavour to respond to the queries raised or clarifications sought by the Bidders. To be fair to all prospective bidders, the responses to queries shall be uploaded on the department website (<https://sports.odisha.gov.in/>) However, DSYS, Government of Odisha reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this clause shall be construed, taken or read as compelling or requiring DSYS, Government of Odisha to respond to any query or to provide any clarification.
- 8.4 At any time prior to the Bid Due Date, DSYS, Government of Odisha may, for any reason, whether at its own initiative or in response to clarifications requested by Bidder(s), modify the RFP document by way of issue of Addendum/ Corrigendum/ Clarifications. Any Addendum/ Corrigendum/ Clarifications thus issued shall be uploaded on the department website.

9. Pre-Bid Meeting

- 9.1 To clarify and discuss issues with respect to the Project and the RFP Document, a pre-bid meeting (“Pre-Bid Meeting”) will be held as per the details provided in point 5 of data sheet.
- 9.2 Prior to the Pre-Bid meeting, the Bidders may submit a list of queries and proposed suggestions in the word format as per Annexure-XV, if any, to the RFP requirements.
- 9.3 Bidders may note that DSYS, Government of Odisha will not entertain any deviations to the RFP Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified, and the Bidders would be deemed to have accepted the terms and conditions of the RFP Document with all its contents. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.
- 9.4 Bidders’ representatives attending the Proposal opening shall bring an authorization letter from the Bidder.
- 9.5 In case of any change in the schedule of the Pre-Bid Meeting, the same will be communicated to Bidders through the department website (<https://sports.odisha.gov.in/>)
- 9.6 A maximum of two officials/ representatives from each bidder may attend the pre-bid meeting. All costs of the bidder related to attending the pre-bid meeting shall be borne by the bidder. This meeting is to be conducted to clarify and redress all doubts and

difficulties of the bidders.

- 9.7 Attendance of the bidders at the Pre-Bid Meeting is not mandatory. Sports and Youth Services Department, Government of Odisha will endeavor to respond to all queries received by the scheduled date as per Clause 1 from all bidders, irrespective of attendance of the bidder in the Pre-Bid Meeting.
- 9.8 In case of any change in the schedule of the Pre-Bid Meeting, the same will be communicated by Sports and Youth Services Department, Government of Odisha.
- 9.9 No interpretation, revision, or other communication from DSYS, Odisha regarding this solicitation is valid unless in writing. Sports and Youth Services Department, Government of Odisha may choose to send to all Bidders whose Proposals are under consideration, in writing, or by any standard electronic means such as Mail or by uploading on the website(s) of responses, including a description of the inquiry but without identifying its source to all the Bidders.

10. Format and Signing of Bid

- 10.1 The documents comprising the bid shall be typed, and all pages of the bid shall be signed by a person duly authorized to sign on behalf of the bidder.
- 10.2 The bid shall contain no alternations, omissions, or additions except those to comply with an instruction issued by Sports and Youth Services Department, Government of Odisha or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed by the person signing the bid.
- 10.3 The proposal shall be properly bound, indexed, and serially numbered.

11. Submission of Bids

- 11.1 The bidder shall submit their offer under two bid-basis. Technical Bid and the Financial Bid. The Financial Bid shall be submitted on the e-tender portal only as per the schedule and separate to the technical bid. The bidder shall ensure that the technical and financial bids are submitted as per the two-bid basis. In case, the financial bid is submitted as part of the technical bid, the bid shall be liable to be declared non-responsive and shall be rejected. The Bids that are submitted beyond the stipulated date and time under any circumstances whatsoever will not be considered.
- 11.2 **Technical Bid:** Bidders shall have to submit their Technical Bid on the e-procurement portal of the Government of Odisha. The Technical Bid should consist of clear and legible scanned copies of all the required documents and should be submitted within the Bid Due Date, as indicated in the Schedule for the Tender. The Technical Bid shall contain no information on the Price Bid of the Bidder.
- 11.3 **Financial Bid:** Bidders shall have to **submit their Financial Bid on the e-tender portal ONLY** in both word and figure and in case of any discrepancy between the word and figure of the quoted rate, the rate mentioned in words shall prevail.
- 11.4 The basic and total rate should be inclusive of supply, transportation and any other charges and taxes.
- 11.5 Rates should be exclusive of all statutory taxes.
- 11.6 The financial proposal shall be valid for a period of 180 days from the date of submission. If accepted, the applicable rates shall be valid for a period of 12 months from the date of ward of supply order. However, owing to special circumstances,

- DSYS, Govt of Odisha reserves option to have a new rate contract for additional T-Shirts or purchase by issuing another tender.
- 11.7 The quantity as part of the RFP is indicative and may be increased or decreased as per actual requirement of DSYS, Govt of Odisha.
- 11.8 The rates quoted for the item shall be applicable for supply anywhere in the state of Odisha for a period of 12 months from the date of award of supply order.
- 11.9 In case the preferred bidder is unable to supply the agreed quantity as per specifications and/or within stipulated time DSYS reserves the right to negotiate with the next preferable bidder for supply of some of the .
- 11.10 Technical specification of the T - shirt should be as per the specification.
- 11.11 The supplies received, if not found as per specification of tendered items, are liable to be rejected.
- 11.12 The bidders will give an affidavit certifying that the quality of supplied T – Shirts are as per specifications and requirements of the tender.
- 11.13 In case of any dispute arises in regard to the tender, the decision of Commissioner-cum-Secretary, DSYS, Government of Odisha will be final and binding.
- 11.14 In case of litigation, the courts at Bhubaneswar only will have the jurisdiction for deciding the case according to Indian law and force.
- 11.15 DSYS, Govt. of Odisha taking into accounts past performance of party, reserves the right to reject any tender.
- 11.16 It must be noted that this is just an enquiry and doesn't amount to any commitment on the part of DSYS, Government of Odisha to order any products offered. The decision of DSYS, Government of Odisha in this regard would be final and be entirely, at its discretion.
- 11.17 The supplier is required to apply to the purchaser for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and/or any other expense related to such supply shall lie against the purchaser.
- 11.18 The purchaser, without prejudice to any other contractual rights and remedies available to it (the purchaser) may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all the goods or fails to perform any other contractual obligations within the time period specified in the contract, or within any extension thereof granted by the purchaser.
- 11.19 Successful bidder will be provided maximum 20 days from date of work order to supply the items. The delivery of items can be phased as per the discussion with the purchasing entity and the successful bidder.

12. Material Deviation

Material Deviation received in the bids shall include, inter alia, the following

- 12.1 The Technical Bid or any accompanying document or Financial Bid submitted by the Bidder is not in accordance with the formats given in this RFP document.
- 12.2 The Technical Bid is not accompanied by all the documents required to be submitted in terms of this RFP document.
- 12.3 It does not contain all the information (complete in all respects) as requested in this RFP document (in accordance with the formats provided in this RFP document);
- 12.4 The Technical Bid is not accompanied by documentary evidence of the credentials of the

- Bidder(s).
- 12.5 The Technical Bid or Financial Bid submitted by the Bidder is conditional or qualified.
- 12.6 The bid submitted by the Bidder is not valid for the minimum bid validity period.
- 12.7 It is otherwise substantially/ materially in deviation of the terms and conditions of the RFP document.
- 13.** DSYS, Government of Odisha may waive any nonconformity in the Bid that does not constitute a material deviation, reservation or omission. DSYS, Government of Odisha may request that the Bidder submit information or documentation, within a reasonable period of time to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the Financial Bid. Failure of the Bidder to comply with the request of DSYS, Government of Odisha by the date specified therein may result in the rejection of its Bid.
- 14. Late and Delayed Bids:**
- 14.1 Bids must be received no later than the date and time stipulated in the RFP document. DSYS, Government of Odisha may, at its discretion, extend the deadline for submission of bids in which case all rights and DSYS, Government of Odisha and the bidder will be the same.
- 14.2 Any bid received by DSYS, Government of Odisha after the deadline for submission of bids, as stipulated above, shall not be considered.
- 15. Acknowledgement by the Bidder:** It shall be deemed that by submitting its bid, the Bidder has:
- i) made a complete and careful examination of the RFP documents, including the proforma agreement;
 - ii) received all relevant information requested from Sports and Youth Services Department, Government of Odisha;
 - iii) accepted the risk of inadequacy, error or mistake in the information provided in the RFP documents or furnished by or on behalf of Sports and Youth Services Department, Government of Odisha relating to any of the matters related to this RFP or otherwise;
 - iv) satisfied itself about the scope of work and services to be delivered/rendered and the extant conditions and all matters, things and information necessary and required for submitting an informed bid and for providing the required services in accordance with the RFP documents including the contract (to be signed with Sports and Youth Services Department, Government of Odisha) and performance of all of its obligations thereunder;
 - v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information DSYS to be in the bidding documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from Sports and Youth Services Department, Government of Odisha;
 - vi) agreed to be bound by the undertakings provided by it under and in terms;

Sports and Youth Services Department, Government of Odisha shall not be liable for any

omission or commission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP documents or the bidding process, including any error or mistake therein or in any information or data given by Sports and Youth Services Department, Government of Odisha.

16. Opening and Evaluation of Technical Bid

- 16.1 Technical Bids will be opened as per the schedule indicated in Schedule of the RFP
- 16.2 The Technical Bid of the bidder would be evaluated as per the eligibility criteria set out in the Section G of the RFP document. Bids will be evaluated based on the information submitted by the bidders. However, Sports and Youth Services Department, Government of Odisha reserves the right to seek clarification/documents from the bidders if Sports and Youth Services Department, Government of Odisha considers it necessary for proper assessment of the bid.
- 16.3 The Technical Bids will be evaluated based on the criteria and only those Bidders whose Technical Proposals are in compliance with the eligibility criteria shall be considered technically qualified.

17. Opening of Financial Bid and Final Evaluation

- 17.1 The Financial Bids of the technically qualified bidders shall be opened in the presence of such bidders' representatives who choose to attend.
- 17.2 The bidder with the lowest financial bid will be the successful bidder.
- 17.3 In case of significant variation in the rates of various individual items, Sports and Youth Services Department, Government of Odisha reserves the right to negotiate the rate or exclude the items for execution by the Successful Bidder
- 17.4 DSYS reserves the right to increase or decrease the scope of work, at the time of signing of the contract.
- 17.5 The Financial Bid should be including all costs related to supply of uniform/Sports Clothing including, transportation, and any other costs. The tender does not entail any commitment on the part of DSYS, Government of Odisha either financially or otherwise. DSYS, Government of Odisha reserves the right to accept or reject any or all tenders without incurring any obligation to inform the applicants.
- 17.6 If any exemption available as per custom/excise rule for Government Organizations processing the request certificate will be provided to the agency. The agency shall have to pass the exemption relief to DSYS, Government of Odisha.
- 17.7 No advance payment will be made. It will be mandatory for the bidders to indicate their bank account number. The payment of bills will be made on submission of the following documents by the seller to the paying authority along with the bill:
- a) Ink-signed copy of contingent bill/Seller's bill.
 - b) Ink-signed copy of Commercial invoice/Seller's bill
 - c) Copy of Supply Order/Contract
 - d) Inspection note, as applicable
 - e) Claim for statutory and other levies to be supported with requisite documents/proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, etc. as applicable.
 - f) Exemption certificate for Excise duty/Customs duty, if applicable.
 - g) Guarantee/Warranty certificate.

- h) Delivery period extension letter with DSYS, Government of Odisha approval, indicating whether extension is with or without Last Date.
 - i) **Details for Payment:** Account Holder's Name, Bank Name, Branch Name and Address, Account Type, Account Number, IFSC code, MICR code (if these details are not incorporated in supply order/contact)
 - j) Any other document certificate that may be provided for in the supply order/contract.
 - k) User acceptance.
- 17.8 Failure of the Successful Bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the LOA. In such an event, Sports and Youth Services Department, Government of Odisha reserves the right to
- (a) invite the second-ranked bidder and negotiate upon the following scenario, or
 - (b) take any such measure as may be deemed fit in the sole discretion of Sports and Youth Services Department, including annulment of the Bidding Process.

18. Penalty Clause:

Penalty for Delay in Delivery:

In case of delayed delivery except for Force Majeure cases, the Seller shall pay to the Buyer for every week of delay penalty amounting to 1% of the total value of the items whose delivery has been delayed. Any fractional part of a week is to be considered a full week. If the delay is more than 4 weeks, the Buyer is entitled to terminate this Contract and the Seller shall refund the Total Purchase Price within seven business days of Buyer's written refund notice. However, the Seller will still be responsible for above mentioned penalties.

Inspection, Testing, Quality Control and Penalty thereof

a) The Supplier/ Contractor should satisfy himself that the goods are in accordance with the terms of the Contract and fully conform to the required specification by carrying out a thorough pre inspection of each lot of the goods before actually delivering the same to the consignee.

b) At any stage of the supply, the purchaser reserves the right to test random material which is being supplied. These will be visually checked by designated committee. In case any defect/deficiency is found, or the committee has doubts or is not satisfied, the samples may be sent for checking/testing in the duly approved Government labs chosen solely by the Purchaser. If the samples are not found to be in order as per the specifications as enumerated under the contract, the cost of testing should be borne by the supplier and the purchaser reserves the right to levy any or all of the following sanctions:

a. Return the goods to the Supplier at its own risk and costs. Any advance against such goods (if any) paid by DSYS shall have to be returned by the Supplier on first demand of DSYS and the whole lot should be replaced within 20 days of intimation from DSYS failing which actions and or penalty as stipulated below may be imposed.

b. The purchaser reserves its right of levying penalty of minimum of 10% of the cost for minor defects to maximum of 50% of the cost for major defects detected in the

material supplied/lot after physical inspection by the committee as considered reasonable in the light of quantum of defects, even after the complete delivery is made. In case of maximum penalty is levied, the firm will be debarred for a period of three years by the Purchaser. The decision of the Purchaser shall be final in this regard.

c. To purchase the goods in whole or in part from open market at the risk and cost of Supplier and recover the DSYS amounts from the Supplier as damages. In such an event the Supplier shall be liable for all direct and indirect losses caused to DSYS

d. Terminate the contract at the risk and cost of the Supplier;

e. Encash/forfeit Performance Security submitted by the bidder.

f. Take any action and exercise any remedies as may be available to DSYS under the terms of contract and law.

19. Right to accept any Bid and to reject any or all bids

19.1 Sports and Youth Services Department, Government of Odisha is not bound to accept the lowest bid or any bid and may at any time by giving notice in writing terminate the tendering process.

19.2 Sports and Youth Services Department, Government of Odisha may terminate the contract/cancel the LOA if it is found that the bidder is blacklisted on previous occasions by any of the central/ state government ministry/ department/ institutions/local bodies/ municipalities/ PSUs, etc.

19.3 Sports and Youth Services Department, Government of Odisha may also terminate the contract/cancel the LOA in the event the Successful Bidder fails to furnish the performance security or fails to execute the agreement.

20. Award of Contract

20.1 Sports and Youth Services Department, Government of Odisha will award the contract to the Successful Bidder to perform the contract satisfactorily as per the terms and conditions incorporated in the RFP document.

20.2 Sports and Youth Services Department, Government of Odisha will communicate the outcome to the Successful Bidder by mail confirmed by letter transmitted by registered/speed post that its bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Award") shall prescribe the amount which Sports and Youth Services Department, Government of Odisha will pay to the Successful Bidder in consideration of the execution of work/services by them as prescribed in the contract.

20.3 The Successful Bidder will be required to commence the assignment at the earliest, as communicated by Sports and Youth Services Department, Government of Odisha in this regard.

20.4 The Successful Bidder will be required to execute the contract for the services within a period of 48 Hours (2 Days) from the date of issue of Letter of Award.

21. Performance Security

21.1 The Successful Bidder shall be required to furnish a Performance Security prior to sign the contract (for an amount which is **7.5% of total project cost/contract value**) in the form of Bank Guarantee from a scheduled Bank in an acceptable form in favor of

Sports and Youth Services Department, Government of Odisha,' payable at Bhubaneswar. The Performance Security shall be valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations. In case the contract period is extended, further, the validity of Performance Security shall also be extended by the Successful Bidder accordingly. The format for Bank Guarantee for Performance Security is provided at **Annexure -XII**

- 21.2 Failure of the Successful Bidder to comply with the requirements of the above clauses shall constitute sufficient grounds for the annulment of the award and other actions as deemed necessary.

22. Payment Terms:

22.1 The following Payment terms will be applicable:

- 90% of payment to be done after successful supply and inspection of uniform to all the Colleges of DSYS at mentioned location
- 10% of payment shall be made 1 months after successful supply and inspection.

F. Introduction

DSYS intends to procure Uniforms for Government colleges of Physical education in two locations amongst the reputed brands. As a premier physical education institution dedicated to the holistic development of young students, we take great pride in providing our students with top-quality attire. The required technical specification is provided in Annexure VIII.

G. Eligibility Criteria

Sl. No.	Criteria	Documentary Evidence Required
1.	The bidder must be a company/firm/sole proprietor registered in India from last 3 (three) years as on the bid submission date.	Enclose copy of certificate of incorporation/registration issued by relevant authority in India.
2.	Bidder must have minimum average annual turnover of 70 lakhs in the last 3 audited Financial Years ending March 2023.	Statutory Auditors certificate and Balance Sheet & Profit and Loss Account for the last three financial years. Statutory Auditor's Certificate is mandatory.
3.	The bidder must have satisfactorily completed supply of T-shirts/Sports Clothing/ Uniform, to any Govt./ PSU/ Autonomous Body/ Local Body, of not less than 50 lakhs during the last five years.	The requisite supply order (s) along with satisfactory completion certificates/ payment proofs issued by relevant authority shall be submitted.
4.	Bidder should not have been declared blacklisted/debarred by any Central/ State Government sector/ Public Sector Units/ Autonomous bodies/ Public Sector Banks/ Statutory bodies due to corrupt, fraudulent or any other unethical business practices as on date of bid submission. Even if the matter against the blacklisting/ debarment is under litigation and outcome of the litigation is not final, such bidder shall not be eligible.	Blacklisting Affidavit
6.	The manufacturer should be manufacturing similar T-Shirt/Sports Clothing/Uniform at least for the last 3 years	Relevant Documents to be enclosed.
7.	In case the bidder is not manufacturer, then the bidder should be an authorized agent / distributor of the manufacturer and should have been associated, as authorized representative of the same or other Principal Manufacturer for supplying similar T- shirts for past three (03) years.	The requisite supply order (s) along with satisfactory completion certificates/ payment proofs issued by relevant authority shall be submitted.

- All certifications and product literature should be submitted as part of technical bid. Wherever applicable, product literature should clearly mention specifications of the so that the product can be compared with tender requirements.
- Bidders are required to submit compliance to all technical Specifications of the tender

Financial Bids for only those bidders who are meeting the eligibility criteria / conditions shall be opened.

H. Terms of Reference

Scope of Services

1. The Selected Agency shall supply at all 2 locations after receiving letter of award.
2. The exact quantities to be supplied at each location shall be mentioned in the work order issued by the department.

Sl. No	Government College of Physical Education	Address
1	Government College of Physical Education, Tamando	Tamando, Bhubaneswar-751028
2	Government College of Physical Education, Kulundi	Kulundi, Sambalpur – 768112

Tender Requirements:

DSYS, Government of Odisha invites tenders from experienced Sports Clothing/ Uniform brands for the following works:

- (A) Supply of Sports Clothing/Uniform in College. The list of Sports Clothing/Uniform required for DSYS is in Annexure VIII. The agency will be required to supply within 20 days of award of the tender.
- (B) The bidders must submit their bid for all the individual items of a single brand only.
- (C) Prices should remain consistent and not vary based on color changes in the sports apparel or uniforms. Bidders should provide fixed pricing for all color options.
- (D) Final design will be provided by DSYS with the letter of award
- (E) The apparel should be provided in proper sizes as per the per the detail BOQ which will be provided by DSYS with the letter of award . If required a team should visit and take the sizing that should be appropriate and should meet the needs of students.

I. List of Annexures

Sl. No	Description	Annexure
--------	-------------	----------

1.	Tender Submission Letter	Annexure-I
2.	Bidder's Authorization Certificate	Annexure-II
3.	Format of Financial Capacity	Annexure-III
4.	Registration of the Company	Annexure-IV
5.	Power of Attorney	Annexure-V
6.	Organizational Background	Annexure – VI
7.	Information on Bidder's Organization	Annexure–VII
8.	Requirements of uniform/ Sports Clothing	Annexure-VIII
9.	Work Experience	Annexure-IX
10.	Non-Compliance Letter	Annexure-X
11.	Financial Proposal form	Annexure-XI
12.	Format for Performance Security	Annexure-XII
13.	Authorization letter format	Annexure-XIII
14.	Certifications and Product Literature	Annexure-XIV
15.	Format of Pre-Bid Queries	Annexure-XV
16.	Format of the Contract	Annexure-XVI

Annexure-I: Tender Submission Letter

To
Joint Secretary,
Sports and Youth Services Department,
Government of Odisha, Kalinga Stadium,
Nayapalli, Bhubaneswar
Odisha – 751012

Sub: RFP for Supply of uniform for Government college of Physical Education of DSYS,
Government of Odisha

Ref:

I/ We, the undersigned, offer to provide the above services to Sports and Youth Services Department, Government of Odisha. We are hereby submitting our bid.

I/We, hereby declare that:

- (a) We are enclosing and submitting herewith our Bid, with the details as per the requirements of the tender, for your evaluation and consideration.
- (b) I/We have read carefully the terms and conditions of the tender document attached hereto and hereby agree to abide by the DSYS terms and conditions.
- (c) The bid is unconditional.
- (d) I/We undertake that document submitted are genuine/authentic and nothing material has been concealed. I/We understand that the contract is liable to be cancelled, if it is found to be having obtained, through fraudulent means/concealment of information.
- (e) We shall make available to Sports and Youth Services Department, Government of Odisha any additional information it may find necessary or require clarifying, supplement or authenticate the Bid.
- (f) Until a formal agreement is prepared and executed, acceptance of this tender document shall constitute a binding contract between Sports and Youth Services Department, Government of Odisha and us subject to the modifications, as may be mutually agreed to, between Sports and Youth Services Department, Government of Odisha and us.
- (g) We agree to keep this bid valid for acceptance for a period of one hundred eighty (180) days from the date of opening the bid.

We understand that Sports and Youth Services Department, Government of Odisha is not bound to accept any tender that Sports and Youth Services Department, Government of Odisha receives.

Yours faithfully,

Authorised Signatory
(with Name, Designation, Contact no. and Seal)

Note: On the Letterhead of the Bidder

Annexure-II: Bidder's Authorization Certificate

To

Sports and Youth Services
Department, Government of
Odisha, Kalinga Stadium,
Nayapalli,
Bhubaneswar – 751012

Sub: **'RFP for Supply of Uniform for Government College of Physical Education of DSYS, Government of Odisha'**

Ref:

Dear.

I/We {Name/Designation} hereby declare/certify that {Name/Designation} is hereby authorized to sign relevant documents on behalf of the company/firm in dealing with tender No _____ dated _____. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you while processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder:

Authorised Signatory:

Verified Signature:

Seal of the Organisation:

Date:

Place:

Note: Please attach the valid power of attorney in favour of the person signing this authorisation letter

Annexure-III: Format for Financial Capacity

Financial Year	Annual Turnover of the Bidder
2018-19	
2019-20	
2020-21	
2021-22	
2022-23	

Note: All figures quoted above shall be substantiated by attaching the copy of Audited Annual Reports and a certificate from the statutory auditor of the company.

Annexure-IV: Registration Certificate of the company

Registration Certificate to be included

Annexure-V: Power of Attorney

(To be executed on INR 100 non judicial stamp paper and to be duly notarized)

Know all men by these presents, We,(Name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Msson/daughter/wife

and presently residing at....., who is presently employed with/ retained by us and holding the position of..... as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for Supply of uniform for Government college of physical education DSYS, Government of Odisha. Project proposed to be developed by the..... (the “Authority”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the DSYS Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY OF, 20.....

For
(Signature, name, designation, and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted
(Signature, name, designation, and address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate

Annexure VI: Organizational Background

Provide here a brief (two pages) description of the background and organization of your firm/entity.

- Organization Structure
- Relevant Experience in similar work
- Clientele of company/firm/agency
- Geographical Presence of Firm/Agency/ Company

Annexure VII: Information on Bidder's Organization

Sl. No.	Particulars	Details
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Incorporation status of the Bidder (Company or Firm) (Relevant Certificate to be submitted in Technical Bid)	
4.	Year of Establishment	
5.	Valid GST Registration No. (Copy of certificate to be submitted)	
6.	Permanent Account No. (PAN) (Copy of PAN Card to be submitted)	
7.	Name and Designation of the contact person to whom all references shall be made regarding this Bid	
8.	Telephone No. (with STD Code)	
9.	E-mail id of the Contact Person	
10.	Fax No. (with STD Code)	
11.	Website (if any)	
12.	Details of clients to whom Sports Clothing/ uniform have been supplied in the last 5 years with details of value of supplies (Copies of award letters/supply orders)	
13.	Declaration of the bidder that no case/dispute/claim with arbitration court/consumer forum etc. are pending as on date of release of RFP (Declaration on Rs. 100 stamp paper)	

Details of last 5 years to be produced in following format

Turnover amount	Financial Year

Note: Please attach all the relevant documents like Power of Attorney (Annexure V), Certificate of Incorporation, GST IN, TAN, PAN

.....

Name of the Bidder

.....

Name and Signature of the Authorized Signatory

Annexure VIII: Requirement of uniform/Sports Clothing with sample size chart for Students

The bidder shall supply uniform for college students of DSYS, Government of Odisha from any of the reputed brands complying with an indicative technical specification and estimated tentative Quantity.

- The Bidder shall ensure high quality Sublimation Printing is for production of Sports Clothing.
- Sublimation Printing shall be carried out for GCPE Logo on uniform ensuring no image resolution loss.
- All the supplies shall be accompanied with the Manufacturer's certificate that the material conforms to the specifications.

SI. No	Uniform	Total Requirement
1	Track Suits	190
2	T-Shirts	570
3	Shorts	380
4	Socks	190
5	Shoes	190
6	Blazer	190
7	Tie	190

SI. No	Uniform Size	Total Requirement (In percentage)
1	S	10
2	M	50
3	L	30
4	XL	10
SI. No	Shoes Size	Total Requirement (In percentage)
1	4	5
2	5	10
3	6	15
4	7	25
5	8	35
6	9	10

Sl. No	Item Details	Materials
1	Tracksuit	<ul style="list-style-type: none"> Track jacket and Bottom in soft peach woven texture. Inner mesh adds to the durability and breathability. Zippered secure pockets in jacket and bottom. Jacket hem with adjustable draw cord and elasticated sleeve. Stylish tape details and contrast panel details. 100% POLYESTER REGULAR Fabric – FIBER
2	T- Shirt	<ul style="list-style-type: none"> Soft anti-pill fabric has a cleaner, snag-free finish. Flexible knit fabrication allows greater mobility in any direction. Moisture transport system wicks away sweat and dries faster. Durable rib knit collar and cuffed arm opening. 3 button placket. 100% POLYESTER
3	Shorts	<ul style="list-style-type: none"> Woven Shorts with stretchable crotch and back panel. Knit structure same tonal fabric in panel. Elasticated waist band with draw cord. 100% POLYESTER
4	Socks	<ul style="list-style-type: none"> Super soft cotton blend delivers all-day comfort. Moisture transport system wicks sweat away from your feet. Embedded arch support with enhanced mobility. - S, M L 100% COTTON
5	Shoes	<ul style="list-style-type: none"> 0.6 mm high quality fusable winsal (tpu). High quality knitted upper. 60 d anti uv foam. High quality full rubber and phylon sole. Tpu moulded stiffener. Stroble construction. Moulded socks.
6	Blazer	<ul style="list-style-type: none"> Linnota Wgt - 320 Gms Blend : 85:15 (P/V) polyviscose
7	Tie	<ul style="list-style-type: none"> Polyester Wrinkle Resistant

Annexure IX: Work experience Format

Years	Organization Name	Similar Works Experience (Similar Supply of uniform/ Sports Clothing provided to clients)	Work Order No/ Date	Amount

Work order copies/agreement copies/client certificate to be provided for all similar works.

(Signature of the Bidder)

With Address and Seal of the Organization

Annexure X: Non-Compliance Letter Format

Certified that the Quality and brand of Sports Clothing/Uniform, quoted in our response to tender no <number> dated <date>, are complaint to tender requirements

non-compliance to the required specifications is mentioned below:

- i. -----
- ii. -----
- iii. -----

(Signature of the Bidder)

With Address and Seal of the Organization

Annexure XI: Financial Proposal Form

Sl. No	Item	Quantity	Unit (A)	Basic Cost per Unit (B)	Total Cost (C) = (A * B)	Total amount in words
1	Track Suits	190	1			
2	T-Shirts	570	1			
3	Shorts	380	1			
4	Socks	190	1			
5	Shoes	190	1			
6	Blazer	190	1			
7	Tie	190	1			
Total Cost						

Notes:

- 1) Financial proposal appended above is same as submitted online.
- 2) Basic rates should be per unit.
- 3) The basic and total rate should be inclusive of supply, transportation, warranty, and any other incidental charges.
- 4) Rates should be exclusive of all statutory taxes.
- 5) The financial proposal shall be valid for a period of 180 days from the date of submission. If accepted, the applicable rates shall be valid for a period of 12 months from the date of award of supply order. However, owing to special circumstances, DSYS, Govt. of Odisha reserves option to have a new rate contract for additional uniform/ Sports Clothing or purchase by issuing another tender.
- 6) The above quantity of uniform /Sports Clothing is indicative and may be increased or decreased as per actual requirement of DSYS, Govt. of Odisha.
- 7) In case the preferred bidder is unable to supply the agreed quantity of Sports Clothing/Uniform, as per specifications and/or within stipulated time DSYS, Govt. of Odisha reserves the right to negotiate with the next preferable bidder for supply of some of the items.

Annexure XII: Format for Performance Bank Guarantee

Form of Bank Guarantee for Performance Security

To

Sports and Youth Services Department,
Government of Odisha, Govt. of Odisha,
Kalinga Stadium, Nayapalli, Bhubaneswar -
751012

WHEREAS _____[Name and address of the Service Provider] (hereinafter called “the Agency”) has undertaken, in pursuance of Contract No. _____dated to provide the services on terms and conditions set forth in this Contract _____[Name of contract and brief description of works] (hereinafter called the “the Contract”).

AND WHEREAS it has been stipulated by you in the DSYS Contract that the Agency shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract

AND WHEREAS we have agreed to give the Agency such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Agency up to a total of _____[amount of Guarantee] _____[in _____ words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand 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 for the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the Contractor of the services to be performed thereunder or of any of the Contract documents which may be made between you and the Agency shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Agency or of the Bank.

"This guarantee shall also be operatable at ourBranch at _____, Odisha, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make

payment of amounts so demanded under the said invocation."

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. _____) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

Notwithstanding anything contained hereinabove.”

- A. Our liability under this guarantee shall not exceed Rs. _____ (Rupees _____).
- B. This bank guarantee shall be valid up to _____.
- C. We are liable to pay the guarantee amount or any part thereof under this bank guarantee only and only if you serve upon us, a written claim or demand on or before ____.

Signature and Seal of the Guarantor _____

In the presence of Name and Designation

1 _____ (Name, Signature & Occupation)

Name of the Bank Address

2 _____ (Name & Occupation)

Annexure XIII: Authorization letter Format

(To be Provided along with product literature on manufacturer's /distributor's letter head in case the bidder is not manufacturer/distributor of the brand)

To

Date:

Joint Secretary,
Sports and Youth Services Department,
Government of Odisha, Kalinga Stadium, Nayapalli,
Bhubaneswar
Odisha – 751012

Respected Sir,

Our Company, M/S _____(name of the company providing guarantee) is the manufacturer/Indian distributor of _____(Name of brand) Uniform /Sports Clothing.

We hereby authorize M/S _____(name of the bidder) to bid for tender floated by your organization for supply of sport Sports Clothing. Any warranty agreement entered by M/S _____(name of the bidder) will be duly supported by _____(name of the company providing guarantee) during the warranty period.

Seal of the company along with signatur of authorized representative.

Annexure XIV: Certifications and Product literature

Brand Names and Model Number (To be attached with Annexure XIII on letterhead of manufacturer/Indian distributor)

Sl. No	Item	Technical Specifications (in order as mentioned in Annexure VIII: Requirement of Uniform/Sports Clothing)	Make	Model
1				
2				
3				
4				
5				
6				
7				

I have read the terms and conditions mentioned in the tender document and undertake to abide the same during the contract period and the information given in the technical bid by the undersigned is correct.

(SIGNATURE OF THE BIDDER)

With Company address and Seal

Annexure XV: Format of Pre-Bid Queries

To

Joint Secretary
Sports & Youth Services Department,
Govt. of Odisha,
Nayapalli, Bhubaneswar - 751012

Sub: *RFP for Supply of uniform of GCPE , DSYS, Government of Odisha*

Ref: RFP No.

Dear

The following are the Clarifications and Comments from the Terms and Conditions and Scope of Work for the subject RFP. These Clarifications are exhaustive.

Sl.No.	Clause No. and Page reference	RFP text	Query
1			
2			
...			

Yours faithfully,

Authorized Signatory

(with Name, Designation, Contact no. and Seal)

Note: On the Letterhead of the Bidder

Annexure XVI: Format of Draft Contract

CONTRACT AGREEMENT

CONTRACT FORM FOR SUPPLY OF UNIFORM/ SPORTS

CLOTHING

Contract Number: _____ Dated: _____

This is in continuation to notification of award no

1. **Name & address of the Supplier:**
2. **Name & address of the Purchaser:** Sports and Youth Services Department, Government of Odisha, Kalinga Stadium, Nayapalli, Bhubaneswar, Odisha – 751012
3. Purchaser's Bidding Document No: _____ Dated: _____ (referred to as 'RFP' hereafter) and subsequent Corrigendum(s) issued by the purchaser.
4. In addition to this contract form, the following documents shall also be deemed to form and be read and construed as integral part of the contract:
 - (i) Letter of Award No: _____ Dated _____
 - (ii) Work Order No _____ Dated _____
 - (iii) Purchaser's Bidding Document No: _____ Dated: _____ and subsequent Corrigendum(s) issued by the purchaser.
 - (iv) Financial Proposal/BOQ submitted by the supplier (Annexure I of this Contract)
 - (v) Inspection and acceptance certificate (Annexure II of this Contract)
 - (vi) Uniform to be delivered as per Consignee (Annexure III of this Contract)
5. **Delivery schedule:** Within 30 days from the date of issue of the Work Order, and as per Uniform delivery details mentioned at Annexure – III of this Contract.
6. **Consignee(s)/ Terms of Delivery:** Uniform are to be delivered at the consignee sites as mentioned at Annexure – III of this Contract. The postal addresses of the Consignee(s) are as follows:

Sl. No	College	Address
1	Government College of Physical Education, Tomando	Toamando, Bhubaneswar-751028
2	Government College of Physical Education, Kulundi	Kulundi , Sambalpur – 752028

7. Value of the contract will be _____ (In Words) only, exclusive of applicable /statutory taxes.
8. Price Schedule furnished by the supplier (BoQ enclosed as Annexure - I as part of this contract). The Prices Quoted will be firm and fixed.
9. All prices are inclusive of supply, transportation, and warranty as per terms and conditions of the RFP and exclusive of applicable /statutory taxes.
10. Performance Security will be 7.5% of total contract value as per clause 21 of the RFP.
11. Any other additional services (if applicable) and cost thereof will be NIL.
12. Goods and services (in terms of servicing, warranty) supplied/ provided by the supplier will be as per RFP and associated corrigendum(s).
13. All Uniform/Sports Clothing supplied are to be Strictly Compliant with all Technical Specifications as mentioned in the RFP.
14. **Warranty Duration:** As per Tender Requirements of the RFP from the date of completion of final delivery any any testing if required.
15. **Payment terms:** As per Clause 22 of the RFP, subject to submission of verified inspection and acceptance certificate (Format attached as Annexure – II).
16. Inspection will be carried out after delivery of the Uniform, by a team nominated by DSYS, Odisha.
17. **Penalty:** As per clause 18 of the RFP.
18. **Packing and Marking:** The goods shall be properly packed and marked to avoid any loss and damage during transit.
19. **Paying Authority:** Sports and Youth Services Department, Government of Orissa.
20. **After Sales Service:** The supplier will provide prompt after sales service from the date of delivery of the Uniform requirement as mentioned in the RFP.

21. **Enclosures:**

- (i) Annexure A: Financial Proposal/BOQ submitted by the supplier
- (ii) Annexure B: Inspection and acceptance certificate
- (iii) Annexure C: Uniform to be delivered as per Consignee

Bijayananda Nayak

Joint Secretary,
Sports & Youth Services Department,
Government of Odisha
Kalinga Stadium Sports Complex,
Bhubaneswar-751012

Name, Designation, Organization,
Address of Supplier/OEM,
(With Seal and Signature)
Date: _____
Place: _____

Witness: (One each from Purchaser's and Supplier's end)

1. _____

2. _____

Annexure - A Financial Proposal

SI. No	Uniform	Price
1	Track Suits	
2	T-Shirts	
3	Shorts	
4	Socks	
5	Shoes	
6	Blazer	
7	Tie	
	Total	

Notes:

- 1) Price is as per the value mentioned in Financial Proposal form in Envelope 3 as per page 14 of the RFP
- 2) Basic rates are per unit.
- 3) The basic and total rate is inclusive of supply, transportation, warranty charges.
- 4) Rates is exclusive of all statutory taxes.
- 5) The applicable rates are valid for a period of 12 months from the date of award of supply order. However, owing to special circumstances, DSYS, Govt. of Odisha reserves option to have a new rate contract for additional uniform/Sports Clothing or purchase by issuing another tender.
- 6) The above quantity is indicative and may be increased or decreased as per actual requirement of DSYS, Govt. of Odisha.
- 7) The rates quoted for each of the uniform/Sports Clothing is applicable for supply anywhere in the state of Odisha for a period of 12 months from the date of award of supply order.
- 8) In case the preferred bidder is unable to supply the agreed quantity of uniform/Sports Clothing, as per specifications and/or within stipulated time DSYS, Govt. of Odisha reserves the right to negotiate with the next preferable bidder for supply of some of the uniform/Sports Clothing.

INSPECTION & ACCEPTANCE CERTIFICATE

Reference No: - SYS-FE-FE-0029-2023

Date 09/11/2023

Certified that the following store(s) has/ have received the entire list of Uniform requirement in full & good condition as per the RFP specifications and terms & conditions of the RFP and associated corrigendum(s).

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

Signatures of Inspection & Acceptance Committee Members

Counter signed by Head of the Centre

Date _____

Place _____

(Seal)

Uniform to be delivered as per Consignee

Sl. No	College	Address
1	Government College of Physical Education, Tamando	Tamando, Bhubaneswar-751028
2	Government College of Physical Education, Kulundi	Kulundi , Sambalpur – 752028

Annexure XVI: Format of Draft Contract

CONTRACT AGREEMENT

CONTRACT FORM FOR SUPPLY OF UNIFORM/ SPORTS

CLOTHING

Contract Number: _____ Dated: _____

This is in continuation to notification of award no

22. **Name & address of the Supplier:**
23. **Name & address of the Purchaser:** Sports and Youth Services Department, Government of Odisha, Kalinga Stadium, Nayapalli, Bhubaneswar, Odisha – 751012
24. Purchaser's Bidding Document No: _____ Dated: _____ (referred to as 'RFP' hereafter) and subsequent Corrigendum(s) issued by the purchaser.
25. In addition to this contract form, the following documents shall also be deemed to form and be read and construed as integral part of the contract:
- (i) Letter of Award No: _____ Dated _____
 - (ii) Work Order No _____ Dated _____
 - (iii) Purchaser's Bidding Document No: _____ Dated: _____ and subsequent Corrigendum(s) issued by the purchaser.
 - (iv) Financial Proposal/BOQ submitted by the supplier (Annexure I of this Contract)
 - (v) Inspection and acceptance certificate (Annexure II of this Contract)
 - (vi) Uniform to be delivered as per Consignee (Annexure III of this Contract)
26. **Delivery schedule:** Within 30 days from the date of issue of the Work Order, and as per Uniform delivery details mentioned at Annexure – III of this Contract.
27. **Consignee(s)/ Terms of Delivery:** Uniform are to be delivered at the consignee sites as mentioned at Annexure – III of this Contract. The postal addresses of the Consignee(s) are as follows:

Sl. No	College	Address
1	Government College of Physical Education, Tomando	Toamando, Bhubaneswar-751028
2	Government College of Physical Education, Kulundi	Kulundi , Sambalpur – 752028

28. Value of the contract will be _____ (In Words) only, exclusive of applicable /statutory taxes.
29. Price Schedule furnished by the supplier (BoQ enclosed as Annexure - I as part of this contract). The Prices Quoted will be firm and fixed.
30. All prices are inclusive of supply, transportation, and warranty as per terms and conditions of the RFP and exclusive of applicable /statutory taxes.
31. Performance Security will be 7.5% of total contract value as per clause 21 of the RFP.
32. Any other additional services (if applicable) and cost thereof will be NIL.
33. Goods and services (in terms of servicing, warranty) supplied/ provided by the supplier will be as per RFP and associated corrigendum(s).
34. All Uniform/Sports Clothing supplied are to be Strictly Compliant with all Technical Specifications as mentioned in the RFP.
35. **Warranty Duration:** As per Tender Requirements of the RFP from the date of completion of final delivery any any testing if required.
36. **Payment terms:** As per Clause 22 of the RFP, subject to submission of verified inspection and acceptance certificate (Format attached as Annexure – II).
37. Inspection will be carried out after delivery of the Uniform, by a team nominated by DSYS, Odisha.
38. **Penalty:** As per clause 18 of the RFP.
39. **Packing and Marking:** The goods shall be properly packed and marked to avoid any loss and damage during transit.
40. **Paying Authority:** Sports and Youth Services Department, Government of Orissa.
41. **After Sales Service:** The supplier will provide prompt after sales service from the date of delivery of the Uniform requirement as mentioned in the RFP.

42. **Enclosures:**

- (i) Annexure A: Financial Proposal/BOQ submitted by the supplier
- (ii) Annexure B: Inspection and acceptance certificate
- (iii) Annexure C: Uniform to be delivered as per Consignee

Bijayananda Nayak

Joint Secretary,
Sports & Youth Services Department,
Government of Odisha
Kalinga Stadium Sports Complex,
Bhubaneswar-751012

Name, Designation, Organization,
Address of Supplier/OEM,
(With Seal and Signature)
Date: _____
Place: _____

Witness: (One each from Purchaser's and Supplier's end)

1. _____

2. _____

Annexure - A Financial Proposal

SI. No	Uniform	Price
1	Track Suits	
2	T-Shirts	
3	Shorts	
4	Socks	
5	Shoes	
6	Blazer	
7	Tie	
	Total	

Notes:

- 9) Price is as per the value mentioned in Financial Proposal form in Envelope 3 as per page 14 of the RFP
- 10) Basic rates are per unit.
- 11) The basic and total rate is inclusive of supply, transportation, warranty charges.
- 12) Rates is exclusive of all statutory taxes.
- 13) The applicable rates are valid for a period of 12 months from the date of award of supply order. However, owing to special circumstances, DSYS, Govt. of Odisha reserves option to have a new rate contract for additional uniform/Sports Clothing or purchase by issuing another tender.
- 14) The above quantity is indicative and may be increased or decreased as per actual requirement of DSYS, Govt. of Odisha.
- 15) The rates quoted for each of the uniform/Sports Clothing is applicable for supply anywhere in the state of Odisha for a period of 12 months from the date of award of supply order.
- 16) In case the preferred bidder is unable to supply the agreed quantity of uniform/Sports Clothing, as per specifications and/or within stipulated time DSYS, Govt. of Odisha reserves the right to negotiate with the next preferable bidder for supply of some of the uniform/Sports Clothing.

INSPECTION & ACCEPTANCE CERTIFICATE

Reference No: - SYS-FE-FE-0029-2023

Date 09/11/2023

Certified that the following store(s) has/ have received the entire list of Uniform requirement in full & good condition as per the RFP specifications and terms & conditions of the RFP and associated corrigendum(s).

- 9) Contract/Work Order No. & Date : _____
- 10) Supplier's Name & Address: _____
- 11) Consignee : _____
- 12) Description of the items supplied : _____
- 13) Quantity Supplied & Received : _____
- 14) Date of Receipt by the Consignee : _____
- 15) Damages/Shortages/Recoveries : _____
- 16) Remarks, if any : _____

Signatures of Inspection & Acceptance Committee Members

Counter signed by Head of the Centre

Date _____

Place _____

(Seal)

Uniform to be delivered as per Consignee

Sl. No	College	Address
1	Government College of Physical Education, Tamando	Tamando, Bhubaneswar-751028
2	Government College of Physical Education, Kulundi	Kulundi , Sambalpur – 752028