



Bid Reference Number: PT1-SYS-SH-SH-0015-2015/5361

Date: 12/02/2024

**Bidding Document for Procurement of NIKE Pegasus 38
Warm Up and Romaleos 4 Weightlifting Shoes for
Department of Sports and Youth Services,
Government of Odisha (India)
(PAC Items)**

Receipt of Bids:	The bids from the bidder should be in English and should consist of the documents stated below in Clause 6 and are to be submitted in password protected compressed folders at tender.dsys@odisha.gov.in
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Closing date & time for receipt of Bid	26.02.2024 (11:00 AM)
Place of receipt of Bid	On email : tender.dsys@odisha.gov.in Joint Secretary Sports and Youth Services Department, Govt. of Odisha, Kalinga Stadium, Nayapalli, Bhubaneswar - 751012 (India)
Time and date of opening of Bid	26.02.2024 (03:00 PM)

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Bid Reference Number: PT1-SYS-SH-SH-0015-2015/5361

Date: 12/02/2024

SECTION-I - INVITATION FOR BID (IFB)**Bid Reference:**

1. Department of Sports and Youth Services, Govt. of Odisha, invites online Bids for Purchase of following Items (PAC basis):

S. No.	Name of Items	Amount of Bid Security/EMD in Rs. (or equivalent Foreign Currencies)
1.	NIKE Romaleos 4	50,000/- (Fifty Thousand Only) through Demand Draft drawn in favour of "Department of Sports and Youth Services" payable at Bhubaneswar The EMD shall be valid for 30 days beyond the Bid Validity Period
2.	NIKE Pegasus 38	

2. The password protected bid may be submitted to tender.dsys@odisha.gov.in
3. The Bid will be opened on **26.02.2024** at **03.00 PM**
4. In the event of any of the above-mentioned dates being declared as a holiday / closed day for the purchase organization, the Bids will be received/opened on the next working day at the appointed time.
5. The Bidding Documents are not transferable.

**Joint Secretary DSYS
Government of Odisha**

To,
NIKE,
One Bowerman Drive
Beaverton,
OR 97005, USA
Email: media.relations@nike.com
Call: (503) 6716453
<https://www.nike.com>

PART-1

BIDDING PROCEDURE

SECTION - II**INSTRUCTIONS TO BIDDERS (ITB)****CONTENTS**

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A. PREAMBLE

1. Introduction

- 1.1 The Purchaser has issued these Bidding Documents for purchase of goods and related services as mentioned in Section – X – “Schedule of Requirements”, which also indicates, *interalia*, the required delivery schedule, terms and place of delivery.
- 1.2 This section (Section II - “Instruction to Bidder”) provides the relevant information as well as instructions to assist the prospective Bidder in preparation and submission of Bids. It also includes the mode and procedure to be adopted by the Purchaser for receipt and opening as well as scrutiny and evaluation of Bid and subsequent placement of contract.
- 1.3 Before formulating the Bid and submitting the same to the purchaser, the Bidder should read and examine all the terms, conditions, instructions etc. contained in the Bidding Documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Bidding Documents may result in rejection of its Bid.

2. Language of Bid

- 2.1 The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the Bid exchanged between the Bidder and the purchaser, shall be written in the English language. However, the language of any printed literature furnished by the Bidder in connection with its Bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the Bid, the English translation shall prevail.

B. BIDDING DOCUMENTS

3. Content of Bidding Documents

- 3.1 In addition to Section I – “Invitation for Bid” (IFB), the Bidding Documents include:
 - a. Section II – Instructions to Bidders (ITB)
 - b. Section III – Qualification Criteria
 - c. Section IV – Bid Submission Form
 - d. Section X – Schedule of Requirements (SOR)
 - e. Section XI – Indicative Sizes and Quantities
 - f. Section XII – General Conditions of Contract (GCC)
 - g. Section XIII – Contract Agreement

4. Amendments to Bidding Documents

At any time prior to the deadline for submission of Bid, the Purchaser may, for any reason deemed fit, modify the Bidding Documents by issuing suitable amendment(s) to it.

5. Clarification of Bidding Documents

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

C. PREPARATION OF BIDS

6.1 Documents Comprising the Bid

The Bid is being invited on Single Bid System with both Technical & Financial Bid to be opened together for evaluation of technically & commercial responsiveness of the offer. Bid shall comprise the following:

Technical Bid:

- a) Scanned copy of Bid Submission Form as per section IV (A) and Power of Attorney in favour of signatory of Bidding Documents.
 - b) Bidder/ Agent who quotes for goods manufactured by other manufacturer shall furnish scanned copy of Manufacturer's Authorisation Form from manufacturer of quoted goods only, as per Section VIII (copy of authorisation to be enclosed).
 - c) vis-a-vis of quoted goods, clearly stating compliance or any variation.
 - d) Scanned copy of PAN and TAN Registration No.
 - e) Scanned copy of GST Registration No.
 - f) Scanned copy of Income Tax Return for the last three years.
 - g) Scanned copy of Certificate/Undertaking indicating that the rates quoted for supply of said Items/Items by the firm are not higher than the rate of the item supplied by the firm in any other Government Organisation/Institutions/PSU etc.
 - h) The bidder should not have been black-listed by Central/ State Governments/ PSUs at any point of time. There should not be any criminal proceedings/conviction against the bidder at any point of time any other information considered necessary but not included above.
 - i) Scanned copy of National Electronic Fund transfer (NEFT) Form as per Section IX for payment in Indian Rupee, if applicable.
 - j) Price Schedule(s) as per Form in Section-IV (B) filled up with all the details including Make, Model etc. of the goods offered.
 - k) Declaration as per New GFR Clause, 144 (ix) 'I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached
- 6.2 It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all required documents in addition to above, if any.
- 6.3 All pages of the Bid should be page numbered and indexed.
- 6.4 The authorized signatory of the Bidder must sign the Bid duly stamped at appropriate places and initial all the remaining pages of the Bid.
- 6.5 A Bidder, who does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

7. Bid Currencies

- 7.1 The Bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees.
- 7.2 For goods offered from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP, Yen etc. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees, only if such services are to be performed /undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the Price Schedule and will be payable in Indian Rupees only.

8 Bid Prices

- 8.1 The Bidder shall indicate on the Price Schedule provided under Section IV (B) all the specified components of prices shown therein. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a Bidder, same should be clarified as "NA" (means Not Applicable) by the Bidder.
- 8.2 The bidder shall be required to quote for all items along with quantity indicated in the Schedule.
- 8.3 The quoted prices for goods offered for domestic goods or goods of foreign origin located within India shall be quoted in the Price Schedule given under Section V. The quoted prices for goods to be imported from abroad, shall be quoted in the Price Schedule given under Section VI.
- 8.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
- 8.4.1 For domestic goods or goods of foreign origin located within India, the prices under column 5 in the corresponding Price Schedule in at Section V shall be entered separately in the following manner:
- Column 5(a): The price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off- the-shelf, as applicable, including all taxes and duties like GST CENVAT, Custom Duty, Excise Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
- Column 5(b): Any duties including excise duty, which will be payable on the goods in India if the contract is awarded;
- Column 5(c): Charges towards Packing & Forwarding,
- Column 5(d) Inland Transportation, Insurance, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the Schedule of Requirements and Price Schedule
- 8.4.2 For goods offered from abroad, the prices under Column 5 in the corresponding Price Schedule shall be entered separately in the following manner:
- Column 5(a): The price of goods quoted FOB/FCA at port/airport of loading as indicated in the Schedule of Requirements.
- Column 5(b): The price of goods quoted CIP at port/airport of entry in India as indicated in the Schedule of Requirements and Price Schedule;
- Column 5(c): The Customs Duty Exemption Certificate (CDEC) for imported sports goods/equipments as per Performa Invoice submitted in the tender will be provided by Department of Sports and Youth Services as per Govt. Of India Notification No. 146/94-Customs dated 13.07.1994 read with Notification No. 5/2010-Customs dated 19.01.2010, amended from time to time.
- Column 5(d): The charges for Custom clearance and handling
- Column 5(e): The charges for Loading/Unloading, Inland transportation, Insurance

and other local costs, Incidental cost to delivery of the goods from the port of entry in India to Purchaser Site, as specified in the Schedule of Requirements and Price Schedule;

Column 5(f): The price of goods quoted DDP (Delivery Duty Paid) at Purchaser site in India as indicated in the Schedule of Requirements, Price Schedule and Purchaser List as per INCOTERMS® 2010, however Customs Duty Exemption Certificate (CDEC) for imported sports goods/equipment as per Performa Invoice submitted in the tender will be provided by Department of Sports and Youth Services as per Govt. Of India Notification No. 146/94-Customs dated 13.07.1994 read with Notification No. 5/2010-Customs dated 19.01.2010, amended from time to time.

8.5 Additional information and instruction on Duties and Taxes

8.5.1 If the Bidder desires to ask for Excise Duty, GST/ Sales Tax/CST / VAT/ CENVAT, Custom Duty, Service Tax, Works Contract 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. Only statutory variations on finished product taking place after Bid submission shall be allowed to the extent of actual quantum paid by the supplier.

8.5.2 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 Purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser.

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

8.5.3 Customs Duty

Whole of the duty of custom and whole of the additional duty of sports goods, sports equipment, sports requisites are exempted as per custom notification No. 146/94 - Customs dated 13.07.1994 and as amended by Notification No. 146/94-Cus., dated 13.7.1994 as amended by Notification No. 101/95-Cus., dated 26.5.1995; No. 132/95-Cus., dated 28.8.1995, No. 48/96-Cus., dated 23.7.1996, No. 24/2002 dated 01.03.2002 and No. 88/2002-Cus dated 28.8.2002 and No. 5/2010-Cus., dated 19.01.2010. Any subsequent amendment may also be considered. Accordingly, Custom Duty Exemption Certificate (CDEC) applicable on CIF on goods to be imported will be provided by Department of Sports and Youth Services.

8.6 Unless otherwise specifically indicated in this Bidding Document, the terms FCA, FOB, CIF, CIP, DDP etc., shall be governed by the current edition of International Commercial Terms (INCOTERMS), published by the International Chamber of Commerce, Paris.

8.7 The need for indication of all such price components by the Bidders, as required in this clause (viz., ITB clause 8) is for the purpose of comparison of the Bids by the Purchaser and will no way restrict the purchaser's right to award the contract on the selected Bidder on any of the terms offered.

9. Firm Price

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

10. Alternative Bid–NA**11. Documents Establishing Bidder's Eligibility and Qualifications**

- 11.1 Pursuant to ITB clause 6, the Bidder shall furnish, as part of its Bid, relevant details and documents establishing its qualifications to perform the contract if its Bid is accepted.
- 11.2 The documentary evidence needed to establish the Bidder's qualifications shall fulfil the following requirements:
- In case the Bidder offers to supply goods, which are manufactured by some other firm, the Bidder has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The Bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section IV-A in this document.
 - The Bidder and manufacturer meets the qualification criteria incorporated in the Section III.

12. Bid Security

- 12.1 The bidder shall furnish Bid Security for an amount as shown in the Clause 1 of Section I- IFB. The Bidder should furnish an EMD of an amount of **Rs.50,000/- (Rupees Fifty Thousand only)**. The Bid Security is required to protect the DSYS against the risk of the bidder's unwarranted conduct as explained under sub- clause (vi) below. Non submission of Bid Security will be considered as major deviation and bid will not be considered.
- 12.2 In case, as per notification of Government of India, the bidder falls in the category of exemption of Bid Security, it should furnish the relevant notification along with required documents like valid Registration Certificate etc.
- 12.3 The Bid Security shall be furnished in one of the following forms:
- Account Payee Demand Draft
 - Fixed Deposit Receipt
 - Banker's cheque/pay order
- 12.4 The Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee shall be drawn on any Commercial Bank in India, in favour of "**Joint Secretary, Department of Sports and Youth Services**" payable at Bhubaneswar.
- 12.5 The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. The Bid Security shall be valid for 225 days from the date of opening of the Bid.
- 12.6 Earnest Money is required to protect the DSYS against the risk of the bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the bidder 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 DSYS. The successful bidder's earnest money will be forfeited without prejudice to other rights of DSYS if it fails to furnish the required performance security within the specified period.
- 12.7 Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of validity of its bid without prejudice to other rights of the DSYS. Further, if successful bidder fails to

furnish the required Performance Security and sign the contract / agreement within the period as specified by DSYS in the Letter of Award (LoA), its Bid Security/EMD will be forfeited.

13. Bid Validity

- 13.1 The Bid shall remain valid for acceptance for a period of 90 days (Ninety days) after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected.
- 13.2 In exceptional cases, the Bidders may be requested by the Purchaser to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid.
- 13.3 In case the day up to which the Bids are to remain valid falls on or subsequently declared a holiday or closed day for the purchaser, the Bid validity shall automatically be extended up to the next working day.

14. Signing and Sealing of Bid

- 14.1 The Bidder shall submit their Bid as per the instructions contained in ITB Clause 6.
- 14.2 Bid shall either be typed or written in indelible ink and the same shall be signed by the Bidder or by a person(s) who has been duly authorized to bind the Bidder to the contract.
- 14.3 The Bid shall be duly signed at the appropriate places as indicated in the Bidding Documents and all other pages of the Bid. The Bid shall not contain any erasure or overwriting, except as necessary to correct any error made by the Bidder and, if there is any such correction; the person signing the Bid shall initial the same. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the Bid.

D. SUBMISSION OF BIDS

15. Submission of Bid

- 15.1 The bids from the bidder should be in English and should consist of the documents stated below in Clause 6.1 and are to be submitted in password protected compressed folders at tender.dsys@odisha.gov.in
- 15.2 The password of the bid document Proposal shall not be mentioned anywhere in the email.
- 15.3 The password shall be required on the date of opening of Proposal which shall be communicated separately by the Applicants via email/Phone.

16. **Late Bid:** Not Applicable.

E. BID OPENING

17. Opening of Bids

- 17.1 The Purchaser will open the Bid at the specified date and time and at the specified place as indicated in the IFB in Section-I.
- 17.2 In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for the purchaser, the Bid will be opened at the appointed time and place on the next working day.
- 17.3 Authorized representatives of the Bidder, who has submitted Bid on time may attend the Bid opening provided they bring with them letters of authority from the corresponding Bidder.

F. SCRUTINY AND EVALUATION OF BIDS

18. Preliminary Scrutiny of Bid

- 18.1 The Purchaser will examine the Bid to determine whether the same is complete, whether the documents have been properly signed, stamped and whether the Bid is generally in order.
- 18.2 Prior to the detailed evaluation of Price Bid, the Purchaser will determine the substantial responsiveness of Bid to the Bidding Document. For purposes of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents including Technical Specifications without material deviations. However minor deviation and /or minor irregularity and/or minor non-conformity in the Bid, the Purchaser may waive the same.
- 18.3 If a Bid is not substantially responsive, it will be rejected by the Purchaser.

19. Qualification Criteria

20. Conversion of Bid currencies to Indian Rupees

In case the Bidding Document permits the Bidders to quote their prices in different currencies, all such quoted prices of the responsive Bidders will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the exchange rates of Reserve Bank of India available on their website available on the website, as on the date of 'Price Bid' opening.

21. Evaluation for total requirement

The bidder shall be required to quote for all items along with quantity in a set and also for the total number of sets required.

22. Comparison of Bids and Award Criteria "NOT APPLICABLE"

G. AWARD OF CONTRACT

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

The Purchaser reserves the right to accept in part or in full any Bid, or reject any or more Bid(s) without assigning any reason or to cancel the Bidding process and reject the Bid at any time prior to award of contract, without incurring any liability, whatsoever to the affected Bidder.

24. Variation of Quantities at the Time of Award/ Currency of Contract

At the time of awarding the contract or during the currency of the Contract, the Purchaser reserves the right to increase or decrease by up to twenty-five (25) per cent, the quantity of goods and services mentioned in the schedule (s) in the "Schedule of Requirements" (rounded off to next whole number) without any change in the unit and other terms & conditions quoted by the Bidder.

25. Notification of Award

- 25.1 Before expiry of the Bid validity period, the Purchaser will notify the successful Bidder(s) in writing, by registered / speed post or by fax/ email (to be confirmed by registered / speed post) that its Bid for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, quantity of the goods & services, and delivery period, corresponding prices accepted. The successful Bidder must furnish to the Purchaser the required Performance Security within five days from the date of despatch of this notification, failing which the bid security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided under GCC Clause 3 under Section VII.
- 25.2 The Notification of Award shall constitute the conclusion of the Contract.

26. Issue of Contract

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

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

Failure of the successful Bidder in providing Performance Security and / or returning contract copy duly signed in terms of ITB clauses 25 and 26 above shall make the Bidder liable for forfeiture of its bid security and, also, for further actions by the Purchaser against it as per the clause 17 of GCC – Termination of default in Section - VII.

28. Corrupt or Fraudulent Practices

- 28.1 It is required by all concerned namely the Consignee/Bidders/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -
 - (a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
 - (b) will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by the Purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or in executing the contract.
 - (c) The Purchaser reserves the right not to conclude Contract and in case Contract has been issued, terminate the same, if, found to be obtained by any misrepresentation, concealment and suppression of material facts by the Bidder. In addition, Bid Security/Performance Security (as the case may be) deposited by the Bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment & suppression of material facts shall be initiated.

SECTION– III
QUALIFICATION CRITERIA

- a) Scanned copy of Bid Submission Form as per section IV (A) and Power of Attorney in favour of signatory of Bidding Documents.
- b) Bidder/ Agent who quotes for goods manufactured by other manufacturer shall furnish scanned copy of Manufacturer's Authorisation Form from manufacturer of quoted goods only, as per Section VIII (copy of authorisation to be enclosed).
- c) Scanned copy of PAN and TAN Registration No.
- d) Scanned copy of GST Registration No.
- e) Scanned copy of Income Tax Return for the last three years.
- f) Scanned copy of Certificate/Undertaking indicating that the rates quoted for supply of said Items/Items by the firm are not higher than the rate of the item supplied by the firm in any other Government Organisation/Institutions/PSU etc.
- g) The bidder should not have been black-listed by Central/ State Governments/ PSUs at any point of time. There should not be any criminal proceedings/conviction against the bidder at any point of time any other information considered necessary but not included above.
- h) Scanned copy of National Electronic Fund transfer (NEFT) Form as per Section IX for payment in Indian Rupee, if applicable.
- i) Price Schedule(s) as per Form in Section-IV (B) filled up with all the details including Make, Model etc. of the goods offered.
- j) Declaration as per New GFR Clause, 144 (ix) 'I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached

SECTION – IV - BID SUBMISSION FORM

Date_____

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

Ref: Your Bidding Document No. _____ dated _____

We, the undersigned have examined the above mentioned Bidding Document, including amendment/corrigendum No. ____, dated _____ (*if any*), the receipt of which is hereby confirmed. We now offer to supply and deliver the Warm Up and Weightlifting shoes *in* conformity with your above referred document for the sum as shown in the price schedule(s), attached herewith and made part of this Bid.

We further confirm that, if our Bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 3, in Section - XIV for due performance of the contract.

We agree to keep our Bid valid for acceptance for 90 days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We agree to all terms and conditions of General Conditions of Contract as per Section-XI. We agree to clause Fall Clause at S. No. 21 of General Conditions of Contract as per Section XII.

We further understand that you are not bound to accept our Bid, you may receive against your above-referred Bid Reference.

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

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

[Signature with date, name and designation]

[Name & address of the manufacturers]

SECTION – V
(B) PRICE SCHEDULE

(I) PRICE SCHEDULE FOR GOODS AVAILABLE IN INDIA IN RUPEES

1	2	3	4	5					6	
Schedule	Brief Description of Goods	Quantity (Nos)	Country of Origin	Price per unit (Rs.)					Total Price on Free Delivery at Consignees site. ** (Rs.) Total Unit Price (Qty X Price) 3 x 5(f)	
				Ex - factory/ Ex - warehouse /Ex-showroom /Off - the shelf	GST (if any) [%age & value]	Packing and Forwarding charges	Inland Transportation, Insurance loading/ unloading and Incidental costs till Purchaser's site	Price on Free delivery at Consignee site		
				(a)	(b)	(c)	(d)	(e) =a+b+c+d		

Total Bid price in Rupees: _____

In words: _____

The above prices quoted are for supply, with warranty period of **Two Year** from the date of acceptance by Purchaser.

Delivery Period: _____(Insert earliest delivery period) from the date of signing of the Contract. The Time and Delivery Period shall be essence of Contract.

Place: _____

Date: _____

Signature of Bidder _____
Name & Designation _____
Business Address _____
Seal of the Bidder _____

Note: If there is a discrepancy between the unit price and total price the unit PRICE shall prevail.

Bidder has to provide Performa Invoice of OEM along with Price bid

SECTION – VI
(B) PRICE SCHEDULE

(II) PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD

1	2	3	4	5						6
				Price per unit (Currency)						
Schedule	Brief Description of Goods	Quantity (Nos)	Country of Origin	FO	CIP	IGST	Customs Clearance & Handling*	Loading/Unloading, inland transportation, inland Insurance and Incidental costs till Purchase r's site**	Unit Price onDDP* at Consignee's site	Total price on DDP* at Consignee's site 3X 5 (f)
				price at port/airport of Loading	price at port/airport of entry					

* The bidders may quote DDP final destination (Purchaser Site) as per INCOTERMS ® 2010. However, Customs Duty Exemption Certificate (CDEC) for imported sports goods/equipments as per Performa Invoice submitted in the tender will be provided as per Govt. Of India Notification No. 146/94-Customs dated 13.07.1994 read with Notification No. 5/2010-Customs dated 19.01.2010, amended from time to time.

** To be paid in Indian Currency (Rs.)

Total Bid price in foreign currency: _____ In words: _____

The above prices quoted are for supply of goods with warranty period of **Two Year** from the date of acceptance by Purchaser.

Delivery Period: _____ (Insert earliest delivery period) from the date of opening of L/C as per Contract. The Delivery Period shall be essence of Contract. Indian Agent Name & Address (if any): _____

Indian Agency Commission - ____% of FOB (included in above quoted prices) PAN No. of Indian Agent: _____

Place: _____
Date: _____

Note: - If there is a discrepancy between the unit price and total price the unit PRICE shall prevail.

Signature of Bidder _____
Name & Designation _____
Business Address _____
Seal of the Bidder _____

SECTION VII - BID SECURING DECLARATION FORM

Not Applicable

SECTION VIII - MANUFACTURER'S AUTHORISATION FORM

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

Dear Sir,

Ref. Your Bidding Reference No _____, dated _____

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

We also hereby extend our full warranty of two year from acceptance of goods by Purchaser as per Clause 11 of General Conditions of Contract.

Yours faithfully,

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

[*Name & address of the manufacturers*]

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

SECTION – IX - NEFT MANDATE FORM

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

Sub: NEFT PAYMENTS

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

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATE FORM

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

[Signature with date, name and designation]

[Name & address of the manufacturers]

Enclosed a copy of Crossed Cheque

PART-2

SUPPLY REQUIREMENTS

SECTION – X - SCHEDULE OF REQUIREMENTS

Part I:

S. No.	Description of Article	Quantity
1	NIKE Romaleos 4	95 Pair
2	NIKE Pegasus 38	571 Pair

Part II: Required Delivery Schedule:

a) For goods available in India.

Stores are required to be delivered and installed at the consignee's site **within 30 days** from the date of issue of award letter. Time is essence of Contract. The bidders may please note that goods are to be delivered to the consignee latest within the date specified. Date of delivery at Consignee site will be considered as the actual date of delivery.

b) For goods to be imported from abroad with terms of delivery of DDP Purchaser site Inco terms ® 2010.

Stores are required to be delivered and installed to the consignees mentioned **within 60 days**. Time is essence of Contract. The bidders may please note that goods are to be delivered to the consignee latest within the date specified. Date of delivery at Consignee site will be considered as the actual date of delivery.

Part III: Required Terms of Delivery.

a) For domestic goods or goods of foreign origin located in India

Free Delivery at Consignee Site.

b) For goods to be imported from abroad

The foreign Bidders are required to quote their rates on DDP at Consignee site basis as per Incoterms ® 2010 giving breakup of the price as per the Proforma prescribed in the Price Schedule in section VI. However, Customs Duty Exemption Certificate (CDEC) for imported sports goods/equipments as per Performa Invoice submitted in the tender will be provided by Department of Sports and Youth Services, Govt of Odisha as per Govt. Of India Notification No. 146/94-Customs dated 13.07.1994 read with Notification No. 5/2010-Customs dated 19.01.2010, amended from time to time.

Part-IV: Consignee Details:

KALINGA STADIUM, BHUBANESWAR	Sports and Youth Services Department, Government of Odisha, Kalinga Stadium, Nayapalli, Bhubaneswar-751012 Odisha, India Phone: (+91) 674-2390268 Email: dept.sports@odisha.gov.in
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Section – XI - INDICATIVE SIZES AND QUANTITIES

(BOYS)

Model of Shoe	Sizes along with Quantity														
	3.5	4	4.5	5	5.5	6	6.5	7	7.5	8	9	9.5	10	11	TOTAL
Romaleos 4	0	0	0	0	0	8	0	16	0	8	3	0	0	0	35
Pegasus 38	0	3	6	21	3	102	3	115	3	58	34	3	24	3	378

(GIRLS)

Model of Shoe	Sizes along with Quantity														
	3.5	4	4.5	5	5.5	6	6.5	7	7.5	8	9	9.5	10	11	TOTAL
Romaleos 4	0	6	0	32	0	11	0	8	0	3	0	0	0	0	60
Pegasus 38	3	21	16	68	5	58	0	11	0	11	0	0	0	0	193

PART-3

CONTRACT

SECTION – XII - GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

- 1.1 The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same is not superseded by Schedule of Requirements under Section X and Indicative Sizes and Quantities under Section XI of this document.

2. Country of Origin

The word “origin” incorporated in this clause means the place from where the goods are manufactured, produced or processed.

3. Performance Security

- 3.1 As security for the due performance, observance and fulfilment of all obligations, terms, conditions, representations, warranties and covenants of the Supplier of the Bidding documents, the Supplier shall furnish within fourteen (14) days from date of the issue of Notification of Award by the Purchaser, the Supplier, shall furnish performance security to the Purchaser for an amount equal to five percent (5%) of the total value of the contract, valid up to sixty days after warranty period of (02) **two year** from the date of acceptance of the goods by the consignee.
- 3.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in Section XIV of this document in favour of the Purchaser.
- 3.3 In the event of any amendment issued to the contract, regarding extension of Delivery Period, the supplier shall, within five (05) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 3.4 The Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier’s all contractual obligations including the warranty obligations subject to adjustment of all amounts/losses/damages/recoveries/penalties payable to the Purchaser and claims of Purchaser, there from.
- 3.5 Without prejudice to its other rights and remedies under any contract, law or equity (including without limitation Purchaser’s right to terminate the Agreement for breach),
- 3.6 Purchaser shall be entitled to forfeit/invoke or otherwise adjust the Performance Security without notice to the Supplier, if the Supplier fails to perform or commits breach of any of its obligations or the terms and conditions of the Bidding Documents. For the avoidance of doubt, Purchaser may draw from the Performance Securities any costs, expenses, losses, damages or compensation arising out of any such breach/damage or failure.

4. Measurements

The Supplier shall be required to physically take measurements of all the athletes before supplying the consignment.

5. Packing and Marking

The packing for the goods to be provided by the supplier should be strong and durable enough to withstand transit hazards, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

6. Inspection, Testing and Quality Control

- 6.1 The Supplier should satisfy himself that the stores are in accordance with the terms of the Contract and fully conform to the required specification by carrying out a thorough pre-inspection of each lot of the stores before actually delivering the same to the Supplier.
- 6.2 In normal course the Stores will be supplied by the Supplier on the basis of Manufacturers own Pre-despatch Inspection Certificate. However, purchased goods accepted by the Purchaser/consignee and/or its authorized representative during inspection in terms of the contract shall in no way dilute Purchaser's/consignee's right to reject the same later, if found deficient in terms of the Warranty Clause -11 of GCC.
- 6.3 The Purchaser and/or its nominated representative(s) will, without any extra cost to the Purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications incorporated in the contract. The Purchaser shall inform the Supplier in advance, in writing, the Purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging of Purchaser and/or its nominated representative(s) will be borne by the Purchaser and/or its nominated representative(s).
- 6.4 For such inspections and tests which are conducted in the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the Purchaser's inspector at no charge to the purchaser.
- 6.5 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the Purchaser's inspector may reject them and the Supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the Purchaser and resubmit the same to the Purchaser's inspector for conducting the inspections and tests again.
- 6.6 If the Supplier tenders the goods to the Purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the Supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the Purchaser under the terms & conditions of the contract.
- 6.7 The Purchaser's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by Purchaser's inspector during pre-despatch inspection mentioned above.

7. Terms of Delivery

Goods shall be delivered by the Supplier in accordance with the terms of delivery specified in the contract.

8. Insurance:

8.1 Unless otherwise instructed, 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) Wherever necessary, the goods supplied under the contract shall be fully insured in a freely convertible currency in the manner specified in the contract. If considered necessary, the insurance may be done for coverage on "all risks" basis including war risks and strike clauses. The amount to be covered under insurance should be sufficient to take care of the overall expenditure, which may be incurred due to any such damage, loss etc.
- ii) where delivery of imported goods offered from abroad is required by the Purchaser on CIF/CIP/DDP basis, the supplier shall arrange for insurance for an amount equal to one hundred and ten percent of the CIF or CIP value of the goods from "warehouse to warehouse" (final destination) on "all risks" basis including war risks and strikes and pay for the insurance, making the Purchaser as the beneficiary.
- iii) The Insurance related to Terms & Conditions of Contract will be as per INCOTERMS 2010.

9. Incidental services:

9.1 Subject to the stipulation, if any, in Schedule of Requirements (Section – X) and the Supplier shall be required to perform the following service.

- i) Supplying required number of goods

9.2 The Supplier will extend to the Purchaser the benefit of any guarantee or warranty which may have been given to the Supplier in respect of the Goods which it supplies.

10. Despatch Documents for Goods Imported from abroad:

10.1 The Supplier shall send all the relevant despatch documents well in time to the Purchaser to enable the Purchaser clear or receive (as the case may be) the goods in terms of the contract.

10.2 Within 24 hours of despatch, the Supplier shall notify the Purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents/information 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) Original negotiable clean on-board Bill of Lading/Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Insurance Certificate;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Manufacturer's own factory inspection report;

- (vii) Certificate of origin
- (viii) Name of Port of Loading;
- (ix) Name of Port of Discharge and
- (x) Expected date of arrival.

11. Warranty

- 11.1 The Supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent/latest improvements in design and materials unless prescribed otherwise by the Purchaser in the contract. The Supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 11.2 This warranty shall remain valid for Two (02) year after the goods have been delivered at the final destination and accepted by the Purchaser in terms of the contract.
- 11.3 The Supplier shall, promptly repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The Supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Purchaser for such replaced parts/goods thereafter.
- 11.4 If the supplier, having been notified, fails to rectify/replace the defect(s) promptly, the Purchaser may proceed to take such remedial action(s) as deemed fit by the Purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the Purchaser may have against the supplier.
- 11.5 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Purchaser promptly on receipt of order from the purchaser.

12. Prices

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 Bid and incorporated in the contract.

13. Taxes, Duties and Octroi

- 13.1 Supplier shall be entirely responsible for all taxes, duties, levies etc. incurred until delivery of the contracted goods to the purchaser. Only statutory variations on finished product if stipulated in Contract shall be allowed to the extent of actual payment by the Supplier.

13.2 Octroi Duty, Local Duties & Terminal Taxes etc.:

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 Purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser.

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

14. Terms and Mode of Payment

14.1 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) Payment for Domestic Goods or Goods of Foreign Origin located in India.

Payment shall be made in Indian Rupees as specified in the contract in the following manner:

Hundred percent (100%) payment of the contract price subject to recoveries / liquidated damages/shortages etc., if any, shall be paid on receipt of goods in good condition and upon submission of the following documents:

- (i) Supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Inspection & Acceptance Certificate, as per Section XV in original issued by the authorized representative of the consignee;
- (iii) Packing list identifying contents of each package;

B) Payment for Imported Goods on DDP terms:

Payment for foreign currency portion shall be made in the currency as specified in the contract in the following manner:

Hundred percent (100)% of the net CIF/CIP/DDP price (CIF/CIP/DDP price less Indian Agency commission) of the goods despatched shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries if any and upon submission of documents specified hereunder:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original negotiable clean on-board Bill of Lading/Airway Bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway Bill;
- (iii) Four Copies of Packing List identifying contents of each package;
- (iv) Manufacturer's warranty certificate;
- (v) Inspection certificate issued by the nominated inspection agency, if applicable as per contract;
- (vi) Manufacturer's own factory Inspection Report;
- (vii) Certificate of origin by the chamber of commerce of the concerned country;
- (viii) Insurance Certificate.

The above documents shall also be received by the Purchaser promptly before arrival of goods at the Port/Airport of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

Payment of Indian Agency Commission:

Indian Agency Commission will be paid to the Foreign Principal's Indian Agent in the local currency for an amount in Indian Rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract as on website of RBI.) and shall not be subject to further escalation / exchange variation. Payment shall be made in Indian Rupees to the Indian Agent after receipt of "Inspection and Acceptance Certificate' from the consignee.

- 14.2 The Supplier shall not claim any interest on payments under the contract.
- 14.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- 14.4 Irrevocable & non – transferable LC shall be opened by the Department of Sports and Youth Services. However, if the Supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the Purchaser/consignee, the charges thereof shall be borne by the supplier. However, if the LC is amended to make LC as per Contract the charges thereof shall be borne by the purchaser.
- 14.5 The payment shall be made in the currency / currencies authorised in the contract.
- 14.6 The Supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to the Purchaser.
- 14.7 All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/RTGS systems as per the NEFT Mandate Form attached as per Section-IX.
- 14.8 The Letter of Credit will be opened consignee/destination-wise if specifically desired by the supplier. The Letter of Credit charges will be borne by the purchaser as specified in clause 14.5 of the Bidding Document.

15. Delay in the supplier's performance.

- 15.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser as incorporated in the contract. The Supplier shall off load the goods as directed by the Purchaser.
- 15.2 In cases where Delivery Period is linked with date of opening of Letter of Credit, and in case the Letter of Credit is amended to make Letter of Credit as per contract, then in such cases the Delivery Period will be calculated from the date of amendment of Letter of Credit.
- 15.3 Subject to the provision of Force Majeure under GCC clause 19, 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.

- 15.4 If at any time during the currency of the contract, the Supplier encounters conditions hindering timely delivery of the goods and performance of services, the Supplier shall promptly inform the Purchaser in writing about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 15.5 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 Purchaser shall recover from the Supplier, under the provisions of the clause 16 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/CST/VAT/CENVAT, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
 - (c) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/CST/VAT/CENVAT, Service Tax and Works Contract 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.
- 15.6 The Supplier shall not despatch the goods after expiry of the delivery period. The Supplier is required to apply to the Purchaser for extension of delivery period and obtain the same before despatch. In case the Supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the Purchaser.

16. Liquidated damages

Subject to the provision of Force Majeure under GCC clause 19, if the Supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 1% 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.

17. Termination for default

- 17.1 The Purchaser, without prejudice to any other contractual rights and remedies available to it (the purchaser), may, by written notice of default sent to the

supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC sub-clauses 15.3 and 15.4.

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

18. Termination for insolvency

If the supplier becomes bankrupt or otherwise insolvent, the Purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the purchaser.

19. Force Majeure

19.1 Notwithstanding the provisions contained in GCC clauses 16, 17 and 18, 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.

19.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

19.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

19.4 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.

19.5 In case due to a Force Majeure event the Purchaser is unable to fulfil its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

20. Termination for convenience

20.1 The Purchaser reserves the right to terminate the contract, in whole or in part for its (purchaser's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the purchaser. The notice shall also indicate 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.

20.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser may decide:

- 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 services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

21. Fall Clause

- a) The Supplier undertakes that he has not supplied/is not supplying similar products/system or sub-systems to any department of Govt. of India i.e. Central Government/State Government, Statutory Undertakings of Central/State Governments/Local Bodies etc. and as well as to private purchaser, domestic or foreign at a price lower than that offered in the present bid.
- b) If it is found at any stage that similar product/systems or sub systems was supplied by the Supplier to any of the above Organizations as well as to private purchaser, domestic or foreign, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Supplier to the Purchaser, if the contract has already been concluded.

22. Withholding and lien in respect of sums claimed

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Purchaser shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, the Purchase shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Purchaser shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Supplier under the same contract or any other contract with the Purchaser or the Government, pending finalization or adjudication of any such claim and that The Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

23. Resolution of disputes

23.1 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Bhubaneswar.

23.2 The courts of Bhubaneswar will have the exclusive jurisdiction to try the disputes.

24. Applicable Law

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

SECTION – XIII - CONTRACT AGREEMENT CONTRACT FORM FOR SUPPLY

Contract No _____ dated _____

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

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

- (i) General Conditions of Contract;
- (ii) Schedule of Requirements;
- (iii) Indicative Sies and Quantities;
- (iv) Bid Form furnished by the supplier;
- (v) Price Schedule(s) furnished by the supplier in its Bid;
- (vi) Manufacturers' Authorisation Form (if applicable for this Bid);
- (vii) Purchaser's Notification of Award

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

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

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

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

Total value (in figure) _____ (In words) _____

- (ii) Delivery schedules:
- (iii) Details of Performance Security:
- (iv) Consignee:
- (v) Warranty Period:
- (vi) Payment terms:

(Signature, name and address)
**Sh. Bijayananda Nayak, Joint Secretary,
Sports & Youth Services Department,
Government of Odisha, Kalinga Stadium,
Nayapalli, Bhubaneswar**

Received and accepted this contract

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

[Name & address of the manufacturers]

(Seal of the supplier)

Date:

Place:

SECTION – XIV - BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

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

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

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

Bank's Branch or Office: [insert complete name of Guarantor]

Beneficiary: Joint Secretary, Sports and Youth Services Department, Government of Odisha, Kalinga Stadium, Nayapalli, Bhubaneswar

PERFORMANCE GUARANTEE No.:[insert Performance Guarantee number]

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

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

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

This Guarantee shall expire no later than the [insert number] day of [insert month][insert year], and any demand for payment under it must be received by us at this office on or before that date.

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

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

SECTION – XV - INSPECTION & ACCEPTANCE CERTIFICATE

Certified that the following store(s) has/ have been received in full & good condition as per the contract specifications and terms & conditions of contract:

- 1) Contract 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 : _____

- 9) Ledger Entry Details : _____
(Including Page No.)

() () ()

Signatures of Inspection & Acceptance Committee Members

Counter signed by Head of the

Centre Date: _____

Place: _____

(Seal)