



(Under Ministry of Consumer Affairs, Food & Public Distribution, Govt. of India)

NCCF/HYD/ADMN/2022-23

Date: 21-07-2022

SHORT TENDER NOTICE (LIMITED TENDERS)

Tender is invited from registered suppliers of NCCF only (Preference will be given to the suppliers registered with NCCF, Hyderabad Branch).

It is being informed that NCCF, Hyderabad Branch intends to participate in tender floated by **Sports Authority of Telangana State** for **supply of Sports Kits** to Telangana Kreedha Pranganams in Telangana State NIT No.1/DE/SATS/2022-23, dated 14-07-2022, NCCF, Hyderabad Branch invites offers from registered suppliers (Who are having experience in similar work).

Hence, interested registered suppliers of NCCF may submit their bids in Sealed Envelope containing two separate covers **Technical Bid Cover** and **Financial Bid Cover** of specified work in tender by **01-08-2022** by **10.00 A.M.** to NCCF, Hyderabad Branch and same will be opened on same day at **10.30 A.M.**, for further queries feel free to contact the Hyderabad Branch.

Terms and Conditions:

1. NCCF, Hyderabad Branch reserves the right to accept or reject any offer at any stage without assigning any reason thereof.
2. Terms and Conditions would remain same as mentioned in the tender of **Sports Authority of Telangana State**.
3. Rates of the items should be submitted as per format mentioned in Annexure-13 tender (page.no. 62) Rates of the items should include NCCF margin.
4. NCCF, Hyderabad will not accept the any conditions mentioned by suppliers in their bids.
5. The bidders who are participating shall submit EMD amount of **Rs.90,00,000/-**(Rupees Ninety lakhs only) in NCCF, Hyderabad Branch Account through DD/NEFT/RTGS. (which will not carry any interest at the time of return) to our Bank Account through RTGS for preparing DD in favour of VC&MD, SATS, Hyderabad by 29-07-2022 by 02.00 P.M, without EMD amount remitted, the bidder will be disqualified.

Cont.2/-



(Under Ministry of Consumer Affairs, Food & Public Distribution, Govt. of India)

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6. The bidders shall submit the declarations and abide by other terms and conditions as per the clauses in the tender schedule of Sports Authority of Telangana State and binding on the bidders.
7. NCCF, Hyderabad shall be at liberty to terminate the empanelled Business Associates if it is found that they have competed with NCCF in a particular bid either directly or in partnership/JV with some other firm.
8. "NCCF, Hyderabad will be at liberty to distribute the quantity of material **(40 per cent Maximum)** to be supplied among all the technical eligible bidders (bidders who qualify the eligible criteria and have deposited requisite earnest money along with the bids) at the lowest accepted rates by the Tendering organization subject to acceptance of the lowest rates by the bidders other than L1, after acceptance of NCCF's offer by the Tendering organization."

(Ravi Chandra)
Branch Manager

21/07/2022

Enclosed tender document.



GOVERNMENT OF TELANGANA

TENDER DOCUMENT

**For Procurement of Sports Kits to Telangana Kreedha Pranganams
in Telangana State**

NIT No.1/DE/SATS/2022-23, Dt:14-07-2022.



**Sports Authority of Telangana State, L.B., Stadium, Hyderabad,
TELANGANA – 500001 e - mail: satshyd@rediffmail.com**

DISCLAIMER

1. The information contained in this Tender enquiry Document (TED) or subsequently provided to the Bidder(s), in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this tender document and such other terms and conditions subject to which such information is provided to the Bidder.

2. Whilst the information in this tender document has been prepared in good faith and contains general information in respect of the Proposed Project, the tender enquiry document is not and does not purport to contain all the information which the Bidder may require.

3. Neither the Authority, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed Project, or makes any representation or warranty, express or implied, with respect to the information contained in this tender document or on which this tender document is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and liability therefore is hereby expressly disclaimed.

4. This tender document is not an agreement and is not an offer or invitation by the Government of Telangana or Sports Authority of Telangana State (SATS) (hereinafter referred to as "Authority") or its representatives to the prospective Bidders or any other person. The purpose of this tender document is to provide interested parties with information to assist the formulation of their Proposal. The information contained in this tender document is selective and is subject to updating, expansion, revision, and amendment. Each recipient must conduct its own analysis of the information contained in this tender document or to correct any inaccuracies therein that may be in this tender document and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or e-procurement portal relating to the proposed Project.

5. This tender document includes certain statements, estimates and targets with respect to the Project. Such statements, estimates and targets reflect various assumptions made by the e-procurement portal, officers, and employees of the Authority, (and the base information on which they are made) which may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this tender document is, or shall be relied on as, a promise, representation, or warranty.

6. Tender document and the information contained therein is meant only for those applying for this Project, it may not be copied or distributed by the recipient to third parties or used as information source by the Bidder or any other in any context, other than applying for this proposal.

7. The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this tender document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this tender document or arising in any way for participation in this Bidding process.

8. The Authority 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 tender document.

9. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this tender document.

10. The issue of this tender document does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Bidder, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids at any point of time without assigning any reason whatsoever.

11. 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, digital signature, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority 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.

12. Any information / documents including information / documents pertaining to this tender document or subsequently provided to Bidder and/or Selected Bidder AND information/ documents relating to the Bidding process; the disclosure of which is prejudicial and/or detrimental to, or endangers, the implementation of the Project IS NOT SUBJECT TO DISCLOSURE AS PUBLIC INFORMATION/ DOCUMENTS.

**MANAGING DIRECTOR,
SATS**

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SECTION- I

INTRODUCTION:

1. The Sports Authority of Telangana State is an Enterprise of the Government of Telangana for providing infrastructure and various services to the Sports personnel under the Department of Sports Government of Telangana. **This tender is an e-tender and only on- line bid will be accepted. No offline documents will be entertained.**

Officer inviting Tenders: Dy.EE SATS on behalf of Managing Director, SATS, Hyderabad.

2. Bids are invited on e-procurement portal **for procurement of about 25,000 Sports kits to Telangana Kreedra Praanganams for the State of Telangana for a period of 3 months** during the years 2022 and 2023 from the bidders shall be **Manufacturers of related products in the Kit / Dealers / Distributors / Multi Brand Suppliers of related products of this Kit only** and should be in business of manufacture or supply, as the case may be, for a minimum period of three (3) years in India as on bid calling date.

The term “related products” implies Sports Materials/ Sports Equipment only.

The bids from the bidders other than those mentioned in Clause 2 above will not be accepted.

3. Micro, Small, Medium Enterprises (MSMEs) units/Small Scale Industries (SSI units)/EM-II units, manufacturing the “related products”, participating in this tender have few incentives as indicated in the tender document. The incentives are subject to production of MSME/SSI/EM-II certificate issued by the relevant competent authority.

4. The successful bidder should enter into agreement with SATS. Additional Kits may be procured as per requirement during the contract period. The details of Tender terms & conditions can be downloaded from the e-procurement platform i.e., <https://tender.telangana.gov.in>

5. The bidders interested in participation, shall visit e-tender portal <https://tender.telangana.gov.in>. They would be required to register on the e-procurement portal “<https://tender.telangana.gov.in>” and submit their bids online. On registration on e-procurement portal, they will be provided with a **user ID** and **password** by the system through which they can submit their tenders online.

The corporation will not accept any offline bid (or) bid submitted in the paper form.

The details of Tender conditions and terms can be viewed or downloaded from the e-procurement portal i.e., <https://tender.telangana.gov.in>

6. The bid is of two-bid format consisting of pre-qualification/Technical bid and price bid and their evaluation is sequential.

7. Bidders need to scan and upload into their e-tender on e-procurement portal, all required original documents as per the check list given in Annexure-13 (refer to Section-IA for “Mandatory documents” to be scanned and uploaded on e-procurement portal). If any one of these documents are not uploaded on e-procurement portal, the bid will be treated as Non-Responsive and will be rejected and no plea whatsoever will be entertained in this regard and the decision of SATS shall be final and binding on the bidders.

8. Bidders should upload the documents in the Format required by the e-procurement portal with suitable description with page numbers.

9. It is mandatory for all the participant bidders to electronically pay a Non-refundable Transaction fee to M/s. TSTS, the service provide through “Payment Gateway Service on e-procurement platform”. The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility / Net Banking of ICICI Bank, HDFC, Axis Bank and IDBI Bank to facilitate the transaction. This is in compliance as per G.O. Ms.13 dt:05-07-2006. GST + Bank charges on the transaction amount payable to M/s. TSTS shall be applicable.

10. **Bid Security (i.e., E.M.D) of Rs.90.00 Lakhs (Rupees Ninety Lakhs only)** shall be paid through Demand Draft in favour of VC & MD SATS, Hyderabad or Bank Guarantee.

- MSMEs/SSIs/EM-II units are exempted from paying the EMD.
In place of Bid Security, the bidders shall furnish a bid security declaration accepting that, if the bid is withdrawn or modified during the bid validity period or if the successful bidder fails to sign the contract upon awarding or fails to submit the required Performance Security on or before the deadline date. Such bidders will be suspended for a period of 3-years from doing business in the State of Telangana or elsewhere in the country.
- Note: As per G.O.Ms.No.14, Dt.18.09.2017 and G.O.Ms.No.15, Dt.29.09.2017 of IT, E&C Dept., Telangana State.
- All the payments towards the EMD should be paid through Net Banking/ RTGS/NEFT/Credit Card/Debit Card.
- When the payment of EMD is made through Net Banking/RTGS/ NEFT from their registered bank accounts, the refunds will be reverted to those accounts only.
- When the payments of EMDs are made using the Credit Card/Debit Card, as per the VISA/Master Card guidelines, the refunds will be reverted to the Originating Card from which payment was made.

11. As per the directions issued by the Government in GO MS No.174 I&CAD (PW- REFORMS) dated 1.9.2008, submission of original hard copies of the uploaded scan copies of EMD by participating bidders to the tender opening authority before opening of the price bid is dispensed with. All the

bidders shall invariably upload the original online payment (Remittance)/the scanned copies of EMD in e-procurement system will be the primary requirement to consider the bid as responsive. The Department shall carry out the technical bid evaluation solely based on the uploaded certificates/documents, online payment (Remittance) towards EMD and open the price bids of the responsive bidders. The Department will notify the Successful bidder for submission of original hard copies of all uploaded documents, online payment (Remittance) towards EMD prior to entering into agreement.

12. All the bidders shall invariably upload the scanned copy of Transaction slip with UTR number towards EMD on e-procurement portal. If the bidder fails to upload the scanned copy of the EMD on e-procurement portal, the bid will be treated as incomplete and will be rejected.

13. The bidders shall not submit any hard copy of the documents uploaded on e-procurement portal to SATS.

14. The SATS will carry out the technical bid evaluation solely based on the uploaded certificates/documents and EMD on the e-procurement system and open the price bids of the responsive bidders.

15. Documents which are not clear / not visible will not be considered for pre-qualification/technical evaluation. Hence it is the responsibility of the bidder to scan and verify the clarity of documents before uploading them online on e-Procurement platform.

16. The SATS will notify the successful bidder(s) for submission of original hard copies of all the uploaded documents, prior to entering into agreement. The successful bidder shall invariably furnish the original certificates/documents of the uploaded scanned copies to the TIA in person immediately.

17. SATS shall ensure the genuineness of the EMD, certificates/ documents uploaded by the bidder on e-procurement system in support of the qualification criteria before concluding agreement.

18. If the successful bidder fails to submit the Original hard copies of uploaded certificates/documents within the stipulated time or if any variation is noticed between the uploaded documents and the hard copies submitted by the bidder, the successful bidder, the bid security of the successful bidder would be forfeited and further the bidder will be suspended from participating in the tenders in SATS for a period of 3 years. Besides this SATS shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in tender process for execution of the scheme/project under consideration in this tender.

19. Bidder should upload copies of documents related to the instruments such as constitution of the company/firm; Memorandum of Articles of Association, Partnership deed, Power of attorney, Resolution of board etc., The merger/ amalgamation/transfer of business/transfer of assets/share in sister concern/etc. of a firm, which affect the bid condition relating to "Turnover" in preceding years. The eligibility of a bidder in such cases shall be ascertained by the Technical Evaluation Committee on the basis of the above stated agreement /BOD resolution/CA Certificate (CA certificate should be obtained on the following: 1) Turnover, 2) Liquidity ratio should at least be 1 (Liquid assets – current liabilities) or any other supportive document (s) annexed with the tender documents and the decision of the Technical

Evaluation Committee shall be Final.

20. Any change in the pattern of ownership of the bidder/supplier must be notified to the Managing Director, SATS forthwith along with necessary documents.

21. Authorization Letter nominating responsible person on behalf of the bidder to transact the business with the Tender Inviting Agency (SATS) should be submitted in the Prescribed Formats. It should be duly signed by the Authorized signatory of the Company/Firm and such Authorized person's latest Photograph and Specimen signature are to be provided. Authorized person preferably may be exclusive for the Manufacturer.

22. Bidders must sign all the documents, statements and certificates before scanning and uploading on e-procurement portal, owning responsibility for their correctness and authenticity. The tender document should be signed by the bidder in all pages with office seal and should be "Serially numbered".

23. The TIA will not take any risk and responsibility for loss of data/files/documents/visibility/readability during uploading of the scanned documents or any other problem encountered by bidder while submitting bid online.

24. There is a tendency among some bidders to submit the deficit documents after tender is opened, which will not be accepted. Bidders are cautioned that bids devoid of proper documents or inadequate information are liable to be rejected. Tender may be rejected if it is not submitted by the date/time prescribed for acceptance and any of the documents listed are either not attached or attached, but they are not in proper form/not signed by authorized/competent person. Tender is also likely to be rejected if instructions for filing up the tender annexed here with, are not fully and properly adhered to.

25. Bids of firms who have furnished all the required documents alone will be considered. Utmost care should be taken to see that all the required/proper documents are uploaded as there will be no further chance for rectifying the defects/furnishing the missing documents offline.

26. A pre-bid meeting will be held on 22-07-2022 at 3.30 PM in the office of the MD, SATS, 5th Floor BRK Bhavan.

- a) All the prospective bidders can participate in the pre-bid meeting to seek clarifications on the bid if any.
- b) Any clarifications on the tender conditions/specifications to be informed on or before 23-07-2022 in writing or through Email to satshyd@rediffmail.com which must be received by MD, SATS by the last date and time fixed for raising queries.**
- c) Any representation/ clarification requested after this due date will not be taken into cognizance for the Pre-Bid meeting. Subsequently, clarifications (if any) would be made available on the website and amendments (if any) will also be uploaded in the e-procurement portal.
- d) No clarifications or request for amendments in tender document will be entertained after the pre-bid meeting, unless notified by TIA.**

27. TIA reserves right to inspect the Manufacturing unit(s)/Storage unit(s)/ Godown(s) at any time during the tender process and even after award of work and during the continuation of contract. The agency shall cooperate in the inspection and shall necessarily furnish all the details and documents asked by the inspecting team.

28. Bids shall be prepared in English language only. All correspondence with purchase shall also be English language only. However, any printed material could be in any other language so long as accompanied by an English translation. For the purpose of interpretation, English translation shall prevail.

29. The bidder shall bear all costs associated with the preparation and submission of its bid, and SATS will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.

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

31. All the intending bidders are requested to visit the O/o the Managing Director, SATS, and see the samples of all the items of the TKP SPORTS KIT anytime from 10.30 AM to 5.00 PM till a day prior to bid closing date and they shall quote their bid accordingly.

32. The tender has been invited for supply of about 25,000 TKP SPORTS KIT over a period of 3 months. Once approved, the price of TKP SPORTS KIT will be fixed for a period of one (1) year from the date of approval of tender by the Bid Finalization Committee (BFC). The successful bidder(s) has (have) to abide by the approved rate over a period of one (1) year.

33. **Bid Splitting:** The Sports Authority of Telangana State reserves the right to allot/entrust, apart from L1 bidder, a part of the tender quantity to other technically qualified bidder(s) who is (are) willing to supply the TKP SPORTS KIT at the same approved rate of L1 bidder as per the percentages shown below.

The willingness shall be submitted in the form of affidavit within (3) days of opening of price bids. Subsequent plea will not be considered. The L1 bidder shall not have any objection whatsoever and the decision of Sports Authority of Telangana State shall be final and binding.

In case only 2 bids are qualified the splitting process is as below:

Bidder	P.O. splitting in percentage
L1	60
L2	40

In case of more than 2 bids are qualified the splitting process is asbelow:

Bidder	P.O. splitting in percentage
L1	50
L2	30
L3	20

- a) L1 would be awarded contract for highest percentage indicated in the bid splitting ratio as shown above.
- b) For the rest of the bid quantity, the L-1 rates/lowest accepted rate will be counter offered to the next higher quoting bidder(s) for price matching.
- c) On acceptance of the counter offer, the order will be placed on next higher quoting bidder(s) for the respective percentage.
- d) In case of non-acceptance of the counteroffer by the next higher quoting bidder(s), a similar offer shall be made to L3 and L4, and so on.
- e) In case, counter offered rates are not accepted for ratio of splitting quantity as per bid document by any of the subsequent bidders, the left- over quantity will be divided between bidders who have accepted the rates in the ratio of their originally allocated quantities subject to their confirmation and after getting consent on mutually agreed delivery schedule for the additional quantity.

34. The approximate quantity of TKP SPORTS KIT to be supplied under the contract would be about **25,000 Kits in 3 POs each PO issued at 30 days interval**. Bidders are requested to note that the Purchase Orders will be placed on to the successful bidder(s) after finalization of rate by the Bid Finalization Committee (BFC) in a phased manner. Approximate quantity needs to be supplied per month would be **8,000 to 9,000 Kits**, may vary depending on the actual requirement from time to time.

It is informed to the bidders that,

- a) At the time of packing of TKP SPORTS KIT, the successful bidder(s) of Kits shall put two bags, one bag for Cricket Kit and another for other items of the each TKP SPORTS KIT, and then the TKP SPORTS KIT loaded with complete items shall be delivered to the concerned consignee(s).
- b) The successful bidder(s) of Kits shall maintain the record of receipt of SPORTS KIT Material from the Approved Agency(ies) and shall furnish the account to the SATS, at the time of submission of bills, without which the bills will not be honored.

35. At the time of delivery of TKP SPORTS KIT to the concerned consignee(s), the agency shall ensure that each and every Kit shall be checked before an authorized representative(s) of the consignee(s) and before their presence, the Kits shall be locked and sealed and the sealed Kits shall then be handed over to the consignee(s) duly obtaining a certificate(s) from the consignee(s) to the effect that all the Kits are received/taken over containing all the designated (09) items including Kit bag.

36. The agency shall furnish the original receipts of material with necessary stock entry certificates along with the invoices/bills, to the Managing Director, SATS for claiming payments, without which, no payments will be made.

37. Since the items procured are meant for youth, it is our endeavor to ensure that only Quality items are procured and supplied.

- In order to ensure the Quality of the items supplied by the firms during the course of the tender period, random samples at discretion will be forwarded to the Government approved/reputed Quality control Testing Agencies for testing of items. The Corporation attaches paramount importance to the Quality of all the items supplied and will not compromise.

38. If on testing the item(s) is(are) found to be of inferior quality or not complying with the parameters of quality including packaging the said Item(s) supplied will be refused/rejected and the supplier will be liable to repay the amount paid and make good, the other losses as may be applicable.

39. Where any item(s) is (are) found to be Not of Standard Quality or Misbranded or otherwise contravenes to the provisions and specifications mentioned in the tender document. If found to be deviating from the prescribed specifications, the payments for the entire supply of the batch(es) concerned will be withheld or recovered.

- However, if the Tender Inviting Authority finds the supplier to be an unreliable party by virtue of the violations of the law or of the contract as the case may be, the TIA may terminate the contract and also may blacklist the supplier. The suppliers shall be solely responsible for ensuring the Quality of the item even during transportation.

40. The packaging materials used for packaging shall be of such nature that the quality of the item contained is preserved throughout its life period.

41. Quality Assurance goes together with Quality Control and it is the onus of the bidder to ensure not only proper Quality Control but also total Quality Assurance.

42. Delivery Locations: The successful bidder(s) shall supply kits to the Mandal head quarters of Telangana State. The approximate quantity to be delivered for each Mandal is around 40-45 kits and shall obtain the necessary stock entry certificates in triplicate from the concerned Nodal Officer and the same shall be furnished to the office of M.D., SATS along with the invoices & Delivery challans duly signed by the designated officer for claiming payments. Without the above documents, payment will not be made. All the necessary freight charges, transportation, loading and unloading of goods and all logistics shall be deemed to be included in the price quoted by the bidder(s). No separate charges will be paid.

43. Buffer stock at Godown: The successful bidder(s) shall maintain the following buffer stock of Kits in their godowns/warehouses/Stock points at any point of time. SATS/any concerned officer will be inspecting the godown(s) and the following penalty will be levied in case the required buffer stock is not maintained. No plea whatsoever will be entertained. Maintaining the buffer stocks by the bidders shall not be linked to the payments.

Bidder	Buffer stock to be maintained	Penalty/fine (Rs.)
L1	500	Rs. 1,00,000/-
L2	300	Rs. 60,000/-
L3	200	Rs. 40,000/-

44. The successful bidder(s) shall establish single godown/warehouse within a radial distance of 50 Kilometers from Hyderabad and the address of the same shall be notified to SATS.

45. The Successful bidder(s) shall furnish copies of MOU(s) entered between them and the suppliers/vendors for all products in the TKP Sports Kit, for ensuring uninterrupted supply of Kits and also for buffer stock. Similarly, the successful bidders shall have to establish with documentary evidence that, they have a godown at Hyderabad at the time of agreement.

46. The supply of TKP SPORTS KIT by the during the contract period, successful bidder(s) shall not be linked to the payments.

- a) They shall ensure continuous and uninterrupted supply of TKP SPORTS KIT.
- b) However, payments will be ensured as soon as the funds are released by the Government, subject to fulfillment of Agreement /P.O. conditions.

47. **Inventory e-procurement portal:**

The inventory e-procurement portal will be done through <https://tkpsportskit.telangana.gov.in> or any other portal and the details will be informed to the successful bidder(s).

48. **Submission of Sample TKP Sports Kit by all the Bidders:**

The bidder shall submit sample kit along with test report for all the items of kit from the reputed Govt. approved laboratories or any other agency appointed by MD, SATS. **On the next day of the bid closing date & time i.e., on or before 03-08-2022 by 3.30 PM.**

SECTION – IA
MANDATORY DOCUMENTS:

Following are the LIST OF DOCUMENTS to be scanned and uploaded on E-procurement portal MANDATORILY.

Please note that if any one of mandatory documents are not uploaded on e-procurement portal, the bid will be treated as Non-Responsive and will be rejected and no plea whatsoever will be entertained in this regard and the decision of SATS will be final and binding on the bidders.

S. No.	Documents Description(Category)	Mandatory / optional	Page No. or range of pages
1	2	3	4
1	Scanned copy of Transaction fee	Mandatory	
2	Scanned copy of EMD:	Mandatory	
3	Scanned copy of valid Registration (certificate of incorporation/Registration issued by concerned authority).	Mandatory	
4	Scanned copy of MSME/SSI/EM-II certificate (if applicable)	Mandatory	
5	Organization's Permanent Account Number	Mandatory	
6	GST registration certificate	Mandatory	
7	Previous experience certificate from the competent authority	Mandatory	
8	Annual turnover certificates for 3 years from Chartered Accountant	Mandatory	
9	GST returns for the last quarter of the FY 2020-21	Mandatory	
10	Bid letter Form with name, contact details, Email ID, Latest Photograph and Specimen signature of the nominee/authorized person. Annexure-1	Mandatory	
11	Declaration Annexure-2 (Form-1) on Rs.100/- NJS	Mandatory	
12	Declaration Annexure-3 (Form-2) on Rs.100/- NJS	Mandatory	
13	Technical Bid form Annexure-4	Mandatory	
14	Scanned copy of Authorization letters from Manufacturers Annexure-5 a) For Sports Kit Products, b) For Kit Bag from Manufacturers of Bags etc.	Mandatory	
15	EMD Declaration Annexure-6 in case of MSME/ SSI/EM-II	Mandatory	
16	Consortium Agreement/ Memorandum of Understanding (MoU) Annexure-7	Mandatory	
17	Power of Attorney for Lead Member of Consortium Annexure-8	Mandatory	
18	Form of Solvency certificate Annexure-9	Mandatory	

19	Form of Credit facilities Annexure-10	Mandatory	
20	Litigation History annexure-11	Mandatory	
21	Any other document required as per bid document	Optional	
22	Check list of Documents to be uploaded on e-procurement portal Annexure-12	Mandatory	

SECTION – II

1. GENERAL DEFINITIONS / EXPLANATIONS:

Government – means – Government of Telangana, represented by the Secretary, YAT& C(S), Telangana State.

Tender Inviting Agency (TIA) – means –The Managing Director, SATS, who invites and finalizes bids and ensures supply of the TKP SPORTS KIT to be procured under this Tender Document. The term shall include such other officials to whom any of the powers of the Managing Director are delegated.

“Bidder” means any firm offering the solution(s), service(s) and/or materials required in the tender call. The word vendor when used in the pre award period shall be synonymous with bidder and when used after award of the contract shall mean the successful bidder with whom SATS signs the contract for rendering of goods and services.

“Contract” means the agreement entered into between the SATS and the vendor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;

“Contract price” means the price payable to the vendor under the contract for the full and proper performance of its contractual obligations;

“Goods” means all the materials which the supplier is required to supply to the purchaser under the contract.

“GCC” means the general conditions of contract contained in this section.

“Incidental services or Services” means those services ancillary to the supply of the goods and services, such as loading, unloading, transportation and insurance.

“Purchaser/ User” means SATS or ultimate recipient of goods and services.

“Project site”, where applicable, means the place(s) where goods/services are to be made available to user.

“SCC” means the special conditions of contract if any.

“Undependable Supplier” means any Supplier who do not accept the purchase order or who delays the supply of required quantities beyond the permitted delays under the contract **or one who is blacklisted in any of the Central / State Government Departments or Central / State Government Agencies.**

Tender Document–means the document published by the Tender Inviting Authority containing the data identifying the article to be purchased, the quantity and delivery, and which includes designs, specifications, quality

requirements and general conditions which will govern the contract on acceptance of a bid.

e – tender – The process of notifying/ floating tender and pursuing actions of tender opening online.

Blacklisting/debarring – the event occurring by the operation of the conditions under which the bidders will be prevented from participating in the future bids of Tender Inviting Agency for a period up to 3 years, the period being decided on the basis of number/nature of violations in the tender conditions and the loss/hardship caused/likely to be caused to the hospitals, on account of such violations, generally relating to inadequate performance or actions in contravention of any of the laws of the land and for indulging in fraudulent practices or having indulged in fraudulent practices at the time of making the bid or at any time during the validity of the tender or the contract thereof. The term will include, among all other things, making false/misleading declarations, statements, presenting false /misleading/fabricated/forged document(s), trying to influence/affect/stall the tender /procurement/payment processes in any way, making false/baseless complaint about other bidders or bids or any person/organization/related to the tender activities etc and such activities as specified in this Tender Document. Blacklisting/debarring etc. by other State/Central Government departments/agencies shall also be ground for blacklisting by the TIA.

Infirmities/Deviations – means non-compliance of any of the requirement specified in the Tender Document.

L1 rate – means the lowest rate declared by the Tender Inviting Agency for the item/items mentioned in this Tender Document.

Penalty for Non-execution – is the fine imposed for the default committed by the supplier in the form inadequate performance.

Letter of Intent – is an intimation informing the successful bidder regarding award of and requesting the bidder to execute agreement in the prescribed format within a specified time.

Purchase Order –means the order issued by the Tender Inviting Authority to the agency informing to supply the items as per the agreement.

Payment Authority is the Managing Director, SATS, Hyderabad.

Invitation for bids – means the detailed notification seeking a set of services defined in the tender.

Specification – means the functional and technical specifications of item/items to be procured.

Technical bid – means that part of the offer that provides information to facilitate assessment by SATS, professional, technical and Price standing of the bidder and conformity to requirements.

Price / Price Bid – means that part of the offer that provides price schedule.

Two-part Bid means the pre-qualification/technical and Price/price bids

and their evaluation is sequential.

Contract – means the agreement entered into between the implementing authority and the agency, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated.

Contract price – means the price payable to the agency under the contract for the full and proper performance of its contractual obligations.

Attestation: For copies of documents, self-attested by the bidder with office seal unless otherwise stated.

MSMEs: Micro, Small, Medium Enterprises.

SSIs: Small Scale Industries.

EM-II: Entrepreneurs' Memorandum

SECTION- III
MATERIAL REQUIRED AND SPECIFICATIONS

SCHEDULE-I - 23 Items:

TKP – ITEMS WISE REQUIREMENT FOR SPORTS KIT

Sl.	Game	Name of the Item	Each Kit consists of
1	Cricket	Cricket Bat No: 5 Kashmir Willow	1
2		Cricket Bat-Full Size -Kashmir Willow	1
3		Batting gloves Cotton/ Foam Leather	2
4		Wicket keeping Gloves Leather	1
5		Batting Leg Guard/Pad Leather	2
6		Wicket keeping Leg Guard / Pad Leather	1
7		Stumps (Set)	2
8		Abdominal Guard	2
9		Cricket balls-Practice	6
10		Cricket Kit Bag	1
11		Cricket - Arm Guard	2
12		Cricket Thigh pads	4
13	Other items of Kit	Kit bag for other kit items	1
14	Volleyball Kit	Volleyball -Synthetic	4
15		Volleyball -Net	2
16		Cycle Pump Big Size (Foot Pump)	1
17	Measuring Tape	Measuring Tape	1
18	Gym	Dumbells (Set) (2.5, 5.0,7.5Kg) (30 kgs)	30 Kgs
19	Discus Throw	Discus Throw	1 Kg and 2 Kgs
20	Tennikoit Ring	Tennikoit Ring	6
21	Skipping Rope	Skipping Rope	4
22	Whistle	Plastic Whistle	3
23	Stop watch	Stop & Go - Watches	1

The TKP Sports Kit shall have the list of all 23- items in Telugu including the supplier details and the contact person details for reporting any grievances.

Logogram should be printed as per the design & colours specified by the MD, SATS only as printed below. Should be printed without overlapping or masking any of the other label contents.

The logogram should invariably contain the vendor's name on all the items of the TKP Sports Kit.

Note: To ensure the supply of genuine goods in TKP SPORTS KIT, the logogram along with the vendor details **shall be printed on the products & the stickers are not acceptable**, except on the items of TKP Sports Kit bag. Stickers are acceptable on Kit bag.



TKP - ITEM WISE SPECIFICATIONS FOR SPORTS KIT

Sl.	Game	Name of the Item	Detailed item specifications	Quantity per Kit
1	Cricket Kit	Cricket Bat No: 5 Kashmir Willow	<ul style="list-style-type: none"> The Width and Length the bat overall shall not be more than 38inches/96.5cm in length. The Blade of the bat shall be made solely of wood and shall not exceed 4.25 inch / 10.8 cm at the widest part. The blade covered with material for protection strengthening or repair and not exceed 1.0625 inches and 1.56mm in thickness. Weight ranges from 900 to 1200 gms. Circumferences from 8.0625 inches/20.5 cms to 8.6875 inches/22.0cms. Certification ISO 9001:2000. 	1
2		Cricket Bat-Full Size-Kashmir Willow	<ul style="list-style-type: none"> The Width and Length the bat overall shall not be more than 38 inches/96.5cm in length. The Blade of the bat shall be made solely of wood and shall not exceed 4.25 inch / 10.8 cm at the widest part. The blade may be covered with material for protection strengthening or repair. Such material shall not exceed 1.0625 inches and 1.56mm in thickness. Weight ranges from 900 to 1300 gms. Circumferences from 8.0625 inches/20.5 cms to 8.6875 inches/22.0cms. Certification ISO 9001:2000. 	1
3		Batting gloves Cotton/ Foam Leather	<ul style="list-style-type: none"> Length 10 inches. Width 4 inches, Thickness 1.1 inch Cotton Padded Light Poly Urethane (PU). 	2
4		Wicket keeping Gloves Leather	<ul style="list-style-type: none"> Length 11.5inches. Width 6inches Pimple Palm. Weight 350 Grams. Material type leather. 	1
5		Batting Leg Guard/Pad Leather	<ul style="list-style-type: none"> Length 26 inches Width top 13inches Bottom 9inches (Cotton Padding inside, ront PU facing. Traditional Cotton / cane construction. Comfort Foam/Low Density Foam/Plastic, Fibre Vertical Bolster. One-piece Low Density Interior Bolser. Stitched-In Top Hat. XRD / plastic fibre / Tri-Layer Foam Knee Locator. 	2
6		Wicket keeping Leg Guard / Pad Leather	<ul style="list-style-type: none"> Length 22.5 inches Width 11 inches Cotton padding with PU. Weight 0.9 Kg. PVC facing 	1

			<ul style="list-style-type: none"> • Cane/Low Density Foam Face filling. • Low Density foam vertical bolster. • Mesh Instep. 	
7		Stumps (Set)	<ul style="list-style-type: none"> • Cricket stumps set with bails superior quality (six wickets) • The Top of the Stumps shall be 28 inches /71.1cms above the playing surface and shall be dome shaped except for the bail grooves. • With the circular section of diameter not less than 1.375 inches/3.49 cms not more than 1.5 inches/3.81 cms. • Height above playing surface 27 inches/68.58cms of each stumps. • Width 8 inches/20.32cms. 	2
8		Abdominal Guard	<ul style="list-style-type: none"> • Cricket abdominal guard superior quality plastic make. • Anatomically Shaped. • Anatomically shaped for a more comfortable fit, the Gunn & Moore Anatomically shaped abdominal padded guard is a more modern style cricket box than their traditional padded abdominal guard. 	2
9		Cricket balls- Practice	<ul style="list-style-type: none"> • When new shall weight not less than 5.50 ounces/155.9 gms. not more than 5.75 ounces /163 gms. • Measure not less than 8.8125 inches / 22.4 cms, not more than 9 inches/22.9 cms in circumferences. • Moulded Cork Centre. • 3 layers of cork wood and wool, 2 piece tanned leather. • Crown Match – 5 ½ oz • Conforms to MCC regulations and is handmade to exact specifications under close supervision in specialist factories. 	6
10		Cricket Kit Bag	<ul style="list-style-type: none"> • Length 100cm Width 30cm • Height 30cm. • Colour as per approval. • Volume 55 ltrs. • An Ideal player wheelie kit which accommodate all necessary items. • Padded side walls, ensured additional protections to gears. • Casing with medium wheels for traction and control. • Fabricated grip handle supported with mesh for better grip & comfort. • HDPE supported with rubber studs for better ground stability. • Gusseted pocket for additional storage. 	1
11		Cricket - Arm Guard	<ul style="list-style-type: none"> • As per Approved Standard Specifications. Length 10', Width 5', • Thickness 15 mm (Canvas/Rexine) made of 	2

			<p>fibre sheet.</p> <ul style="list-style-type: none"> • Dual layered high density foam. • Pre-shaped for comfort. • Soft toweling backing. • Double sided sweatband and soft elasticated strap closure with secure “touch” fastening. <ul style="list-style-type: none"> • Premium quality light weight low density foam. 	
12		Cricket Thigh pads	<p>As per Approved Standard Specifications.</p> <ul style="list-style-type: none"> • Length 15', Width 11', Thickness 20mm (Made of inside with rubber covered with cotton). • High quality PVC material. • Ambidextrous lightweight design. • Soft elasticated strap with secure touch fastening. • Dual layered high density foam. • Pre-shaped for comfort with soft toweling backing. 	4
13	Other items of kit	Kit Bag for other units of kits	<ul style="list-style-type: none"> • Length 90 cm Width 40cm, • Height 40cm. • Water resistant & highly durable premium fabric • Colour as per approval. • Volume 55 ltrs. • An Ideal player wheelie kit which accommodate all necessary items. • Padded side walls, ensured additional protections to gears. • Casing with medium wheels for traction and control. • Fabricated grip handle supported with mesh for better grip & comfort. • HDPE supported with rubber studs for better ground stability. • Gusseted pocket for additional storage. 	1
14	Volleyball Kit	Volleyball - Synthetic	<ul style="list-style-type: none"> • Its circumference is 65-67cms and its weight is 260-280 gms. • Its inside pressure shall be 0.30 to 0.325 kgs/cms. • The Ball shall be spherical made of flexiable synthetic with a bladder inside a made of rubber or a similar material. • Colour - Multi Colour. • Material type - Faux Leather. 	4
15		Volleyball -Net	<ul style="list-style-type: none"> • Material – Nylon. • Top set at the height of 2.43 mtrs. • 1 mtr wide and 10 mts long made of 10cmsquare black mesh. • Top horizontal band 5 cms with 2 fold wide canvas sewn along its full length. (4) Four • Sides tape, Top-7cm, other-5cm. 	2

16		Cycle Pump Big Size (Foot Pump)	<ul style="list-style-type: none"> • For Air filling in the balls (Volleyball, Football, Basketball etc.). • Pressure rating – 120 psi • Material – Aluminium Alloy. • Technology – manual • Wight – 0.28 Kg. 	1
17	Measuring Tape	Measuring Tape	<ul style="list-style-type: none"> • Measuring tape-30 meters length. • Type – Soft tape • Body Material – Plastic • Blade Material – Fibre • Colour – Multicolour. 	1
18	Gym	Dumbells (Set) (2.5, 5.0,7.5Kg) (30 kgs)	<ul style="list-style-type: none"> • Exercise type–Biceps, triceps, bench press, shoulder press, Russian twist, wide arm row bent over row. • Dumbles - 2.50Kgs, 5kgs, 7.50kgs. • Casing material – PVC plates. • Rod material – Iron. • Width – 9.4 inch. • Colour - Black 	30 Kgs
19	Discus Throw	Discus Throw	Discus Throw with rubberised 1 Kg weight for juniors and 2 Kg weight for seniors.	1 Kg and 2 Kgs
20	Tennikoit Ring	Tennikoit Ring	<ul style="list-style-type: none"> • The Ring shall be above 7 inches diameter 1.1/4 inches Thick shall weight about 7 to 9 ounces. • Material – Rubber • Colour – Multicolour • Spin type – Ring. • Shape – Round. • The tennikoit shall be made of white thin rubber sheet filled with foam rubber and shall weight 198 to 226 gms. 	6
21	Skipping Rope	Skipping Rope	<ul style="list-style-type: none"> • Skipping rope nylon thick rope with handle. • Type – Freestyle skipping rope • Rope Material - PVC. • Length – 275 cms. 	4
22	Whistle	Plastic Whistle	<ul style="list-style-type: none"> • Plastic whistle with cork pea inside. • Intense high pitch, penetrating sound & easily blown whistle. • Braided Nylon Lanyards in assorted colors with PVC & Metal snap hooks. • Sound power – 127 dB. 	3
23	Stop watch	Stop & Go - Watches	<ul style="list-style-type: none"> • 1/100 second precision • 100 laps /split memory • Two row display for lap/split time. • Memory recall after reset and during operation. • Size – 8X5X2 cm. • Weight - 96 Grams. • Material type – Plastic. 	1

Tolerance limit in weights shall be +/- 5 % of defined weight of the item. Print Multi-Colour sticker print, Print size as per sample available at SATS.

Colour options: As per the approval of MD, SATS.

The KIT Bag and all the items of TKP Sports Kit shall be strictly as per the sample displayed at the O/o the Managing Director, SATS, Hyderabad.

NOTE:

1. SATS reserves the right to pick up the samples at random and send for quality testing during the supply.

SECTION- IV

TENDER SCHEDULE AND IMPORTANT LIMITS

4.1. Schedule of various tender related events

Bid calling date	15.07.2022
Downloading of Bid document	16.07.2022 from 05:00 PM
Pre-bid conference date/time	22.07.2022
Last date for submission of queries	23.07.2022
Bid closing date/time	02.08.2022 at 03:30 PM
Bid validity period	90 days from the date of opening of bids
Period of completion of project	3 months
Technical Bids openingdate/time	02.08.2022 at 04:00 PM
Date and time for submission of Sample TKPSports Kit	On the next day of the bid closing date & time i.e., on or before 03-08-2022 by 3.30 PM.
Earnest Money Deposit (EMD)	Rs.90.00 Lakhs DD/BG issued by any scheduled bank having a branch in Hyderabad/Secunderabad in favor of the VC & MD,SATS, Hyderabad,
Bid Transaction Fee	Non-refundable transaction fee to M/s. Telangana State Technology Service, the service provider for e-procurement platform as per Government orders from time to time.
Contact person	Sri Deepak, Dy. Executive Engineer, SATS. Ph.No.040-23450247, Cell No.9440832393.

Note: All times shown are as per (IST). The dates stipulated above are fixed and under no circumstances they will be relaxed unless otherwise extended by an official notification or the day happens to be a Public Holiday.

4.2 Statement of indicative important limits/values related to bid actually defined elsewhere in the document

Item	Description	Ref. to Cl. No. & Pg. No of Tender doc.
Status of the Bidder	Manufacturers/Dealers/Distributors/Multi Brand Suppliers of related products in the Kit either individually or in consortium.	Cl. 2 of Section-I.
EMD	Rs.90.00 Lakhs (Rupees Ninety Lakhs only) to be paid online/BG issued by any scheduled bank having a branch in Hyderabad/Secunderabad and scanned copy of UTR/BG shall be uploaded on e-procurement portal.	Cl. 10 of Section-I.
Bid Validity Period	90 days from the bid opening date	Cl. 4.1 of Section-IV
Contract Period	3 months from the date of entering into agreement for the PO-I issued	Cl.2 of Section-I.
Quantity & No.of POs	Approx. 25,000 Kits in 3 Pos, each PO issued at 1-month interval	Cl.34 of Section-I.
Variation in quantities	As per actual requirement	Cl. 4 & 34 of Section-I
Period for furnishing Performance security	Within 7-days from the date of notification of award of contract / issue of P.O. Failing which penalty shall be levied.	Cl.8.3 of Section- VIII.
Performance security value	5% of contract value/P.O. value to be paid online into the account of the VC & MD, SATS, and shall submit the copy of Transaction slip with UTR number to the Managing Director, SATS for entering into agreement.	Cl.7.17 of Section-VII.
Performance Security validity period	60 days beyond contract period.	Cl.8.3.b of Section-VIII.
LD for late deliveries for each PO	Rs.100/- per kit per two weeks; supplied beyond the agreement time per week or part thereof, whichever is higher.	Cl.8.18 of Section-VIII.
Maximum LD for late deliveries for each PO	7.5% of the P.O value. Once 7.5% is reached, Purchase Order is deemed cancelled for undelivered goods. No payment shall be made for goods delivered under deemed cancelled Purchase Order.	Cl.8.18 of Section-VIII.

SECTION-V

ELIGIBILITY AND SUPPORTING DOCUMENTS (Ref. Checklist in

5.1 General eligibility

Refer to Section-I.

Bidder: Manufacturers/Dealers/Distributors/Multi Brand Suppliers of related products in the Kit either individually or in consortium.

In case the bidder is a consortium the maximum number of members in the consortium shall not exceed two.

The bidder should be in business of manufacture or supply as the case may be for a minimum period of three (3) years in India as on bid calling date.

The bidder should have achieved a minimum supply of similar items of value for Rs. 8.75 Cr. in any one year during the last three years period. (Supporting experience / completion / performance certificate issued by competent authority of Govt. organizations only to be uploaded).

Similar items means items related to Kit i.e., items specified in the Section-III.

The bidder is single entity shall be required incorporated under Indian Companies Act, 2013

The members of the consortium shall nominate one member as a lead member and other as a member.

The roles and responsibilities of the individual members shall be defined particularly with the reference to the financial and technical.

Manufacturer, supplier and other (preferably financial) and the minimum stake for the lead member shall be minimum of 51% and for the other members should not be less than 26%.

The combined technical and financial capacity of the lead member and other member of the consortium shall be considered for meeting the bid qualification title.

Annual turnover:

The bidder shall have the minimum average turnover during the last three financial years 2019-20, 2020-21 & 2021-22 shall be **Rs.30.00 Crores (Rupees thirty crores only)** in the specified similar consumer products.

- Evidence of turnover should be supported by a certificate issued from Chartered Accountant, which shall be uploaded on e-procurement portal.

Liquid assets/ Solvency/Credit facility:

The bidder shall scan and upload the copy of Liquid assets/credit Facilities/ Solvency certificate issued from any Nationalized / Scheduled commercial bank having at least one branch in Hyderabad of value not less than **Rs.20.00 Crores (Rupees twenty crores only)** in the prescribed proforma and certified by Chartered Accountant.

The Bidder should be registered under GST act with the relevant State Sales Tax authorities and shall upload copies of the PAN & GST Registration certificate & GST Returns for the last quarter of the FY 2021-22.

The Bidder shall upload the copies of the authorization letter(s) from the concerned manufacturer(s) along with copies of either the Registration Certificates/Manufacturing License as applicable, issued by the competent authority on e-procurement portal, for the all the items in the **KIT**.

The bidder shall upload the particulars of information of litigation history in the format annexed to this tender document as Annexure-8.

5.2 Manufacturing Unit

The bidder must be a Company registered under the Indian Company Act, 1956 or any proprietary, partnership firm or any other entity registered under the respective law.

Copies of Original documents defining the constitutions or legal status, place of registration and principal place of business of the bidding firm/entity; written power of attorney of the signature of the bid to commit the bidder should be submitted.

The Bidders manufacturing facility should have valid MSME/SSI/EM-II Registration with NSIC Certification or any equivalent, if the manufacturing unit belongs to category of MSME/SSI/EM-II, then unit should possess the certificate issued by a competent authority.

The tenderer is subject to be disqualified, if he is found to have misled or furnished false information in the forms / statements/ certificates submitted in proof of qualification requirements or record of performance such as abandoning, completion of the works, litigation history and or financial failures.

Even while execution of the work, if found that the successful bidder had produced false / fake certificates of experience, the firm will be blacklisted, and his EMD/Performance security will be forfeited.

SECTION- VI

6. NON-ELIGIBILITY OF BIDDERS

Bidders who have withdrawn their bids in any of the previous tenders of SATS during last 3 years (from bid calling date).

Bidders who are convicted in last three years.

Bidders convicted during bid processing (Finalization) period.

Bidders who are on blacklist of any Government (Central or State) or its agencies as on bid notification date.

Bidders who are on blacklist of any Government or its agencies for any period during the period from bid calling date to signing of contract.

Bidders who are declared Undependable by any Government or its agencies during last 3 years (from bid calling date) and declaration is in force as on bid calling date or at present (During the period from bid calling date to signing of contract).

Bidders who are being prosecuted (on Trial) for offence with regard to any particular product for which the SATS is inviting bids; bidder is Not Eligible to Participate in Tender in respect of that particular Product.

Bidders, declared ineligible as per the above conditions, do not have any right to question the action of TIA.

SECTION VII
(GENERAL INSTRUCTIONS)

7.1 Preparation and Submission of bids

The bid is of two-bid format consisting of pre-qualification / technical bid and Price/price bid and their evaluation is sequential.

Prequalification/Technical bid: All the documents in checklist (Annexure-12) will be used for pre-qualification/Technical component of Two-Bid system. These scanned documents should be uploaded on the e-procurement portal.

Only those documents which are uploaded on e-procurement portal will only be considered for technical evaluation. Documents not uploaded on E-procurement portal will not be considered and no plea whatsoever will be entertained in this regard.

7.2 Price bid: The price bid should provide total cost of the Kit in the Pricebid field available on e-procurement portal in Indian rupees up to two decimals.

The following points may be noted:

- a. The bidder shall quote for all the 23 items in Annexure-13 Finance Bid invariably on e-procurement portal, failing which, the tender will be treated as non- responsive and will be rejected.
- b. The bidder shall indicate Prices inclusive of all taxes, duties, packing, insurance, Loading / Unloading, road permit, transportation to destination across Telangana State etc.
- c. The bidder shall indicate the overall landed price of the Kit including GST transportation, services etc on the e-procurement portal.
- d. The bidder who quotes the lowest overall Basic price of the Kit on the e-procurement portal will be declared as L-1 bidder.
- e. The bidder shall indicate Individual Prices of all the 23 items under Schedule-I with their corresponding GST percentages in the space provided for remarks column in the Price Bid on e-procurement portal.
- f. The total landed cost of the Kit shall be the algebraic sum of the landed costs of all 23 items under Schedule-I.
- g. The L-1 bidder will be decided by the overall lowest landed price quoted by the bidder including the GST on the e-procurement portal.
- h. Landed Price shall be inclusive of all taxes, duties, packing, insurance, Loading/Unloading, road permit, transportation to destination across Telangana State etc.
- i. Prices quoted by the bidder shall be fixed for a period of one (1) year and during the bidder's performance of the contract and not subject to variation on any account unless otherwise specified in the bid document. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- j. The successful bidder(s) shall abide by the same price for additional quantity(ies) ordered if any and no extra payment will be made for such additional quantity(ies).
- k. The prices of individual item(s)/product(s) quoted by bidder shall not be more than the market price (MRP) fixed if any by the competent authority for that item(s) / product(s).

7.3. Deadline for submission of bids

Bids to be submitted on e-procurement portal as per the Schedule at Section-IV

7.4 Standard procedure for opening and evaluation of bids

Outline of bid opening procedure:

- a) The bid opening and evaluation process will be sequential in nature. It means that bidder must qualify in a particular stage to make the bid eligible for evaluation in next stage. After the closing time for bids, the SATS shall open the Pre-qualification/Technical bids and list them for further evaluation. Finally, the price bids of those bidders who get qualified in technical evaluation will only be opened.
- b) The standard procedure described here will stand appropriately modified, in view of special procedures of bid evaluation as mentioned in tender call or elsewhere in this bid document or as decided by SATS during the course of evaluation to meet any specific situation or need arising from time to time.

7.5. Bid opening

Bids will be opened online on e-procurement portal only.

7.6. Preliminary examination of bids:

Preliminary scrutiny will be made to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

Prior to the detailed evaluation, SATS will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations.

If a bid is not substantially responsive, it will be rejected by the SATS.

7.7. Clarification of bids:

During evaluation of the bids, SATS may, at its discretion, ask the bidder for clarification of its bid. However, no change in price or substance of the bids shall be sought, offered or permitted.

7.8 Evaluation of technical bids

Firstly, the documentation furnished by the vendor will be examined prima facie to see if the offer made, technical skill base and Price capacity and other vendor attributes claimed therein are consistent with the needs of the purchaser.

In the second step, SATS may ask vendor(s) for additional information,

visit to vendors site and/or arrange discussions with their professional, technical faculties to verify claims made in technical bid documentation.

Sample verification: The bidder's sample will be verified for the items provided with their respective specifications and test reports of the Govt. approved laboratories submitted and shall also conform to the sample items provided at the office of the MD, SATS.

SATS, may at its discretion, inspect the manufacturing units to verify the claims made in the bid.

7.9. Evaluation of Price bids

Price bids of those vendors who satisfy all phases of the pre-qualification/technical bids will only be opened. All other Price bids will be ignored. SATS may at its discretion discuss with vendor(s) available at this stage to clarify contents of Price offer. However, Bidders may note that there will not be any post tender Price negotiations. However, price bids of the bidders may be compared with price finalized by other Government agencies and in case bid price is higher, bidder may be asked to match lower price.

7.10 Evaluation and comparison of Price bids:

The Bidder shall quote Prices for all the 23-items in the finance bid format provided through online only failing which, the bid will be treated as Non-Responsive.

Evaluation of Price bids will exclude and not take into account any offer not asked for or not relevant to the present requirements of the user.

The sum of landed price (basic price + GST amount) quoted by the bidders for all the 23 items will be the basis for evaluation of Lowest quoted bidder (L-1).

The price bids of all the technically qualify bidders shall be compared based on the total landed amount quoted for all the 23 items of the kit and L1, L2, L3, L4 etc., shall be arrived to declare the successful bidders.

The price of kits once approved would be fixed for one year and will be valid for one year from the date of approval of Price by the BFC. The successful bidder(s) has (have) to supply the ordered number of kits at the same approved rate. However, Taxes, Duties, Cess shall be applicable from time to time at the time of supply and invoice raised and adjustment of unit rate consequent to change in the rate of taxes, duties and cess.

7.11 Contacting SATS:

Bidder shall not approach SATS officer(s) outside of office hours and / or outside SATS office premises, from the time of the tender call notice to the time the contract is awarded.

Any effort by a bidder to influence SATS officer(s) in the decisions on bid evaluation, bid comparison or contract award may result in rejection of the bidder's offer and bidder may also be marked as ineligible for future bids. If the bidder wishes to bring additional information to the notice of the SATS, it should do so in

writing only.

7.12 SATS' right to vary quantities at the time of award:

This tender is for the Quantity indicated in bid is only indicative figure.

Actual requirement may go up or go down. Purchase orders will be placed from time to time based on actual requirement at the rate finalized.

7.13 TIA's right to accept any bid and to reject any one or all bids.

TIA reserves the right to accept or reject any bid or annul the entire bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

TIA reserves the right to amend the specifications, tender terms and conditions at any stage, till the last date for receipt of tenders.

7.14 Notification of award Prior to expiration of the period of bid validity, SATS will notify the successful bidder in writing, that its bid has been accepted. Upon the successful bidder's furnishing of performance security, SATS will promptly notify each unsuccessful bidder and will discharge its bid security. The Bid validity can be extended based on the mutual consent of the TIA and all the participant bidders.

7.15 Signing of contract. At the same time as the SATS notifies the successful bidder that its bid has been accepted, the SATS will send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties. On receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to the SATS.

7.16 Issue of Purchase Orders. Three Purchase Orders with month wise targets would be issued in the contract block period of 3-months for the total quantity and the Performance Security Deposit shall be remitted as defined elsewhere in the document and as per P.O.s issued.

7.17 Performance security: On receipt of notification of award from the SATS, the successful bidder shall furnish the performance security at 5% of contract value/P.O. value to be paid online into the account of the VC & MD, SATS, Hyderabad and shall submit the copy of Transaction slip with UTR number to the VC & MD, SATS, Hyderabad for entering into agreement, in accordance with the conditions of contract, in the performance security form provided in the bidding documents or in another form acceptable to the SATS. Failure of the successful bidder to submit Performance Security or to sign the contract, proposed in this document and as may be modified, elaborated or amended through the award letter, shall constitute sufficient grounds for the annulment of the notification of award, **a penalty of 0.50% of the PSD amount will be levied per week or part thereof, without losing the privilege of cancelling the said P.O.** and forfeiture of the bid security (EMD), in which event the SATS may make the award to another bidder or call for new bids and the decision of SATS is final.

7.18 Corrupt, fraudulent and unethical practices:

SATS will reject a proposal for award and also may debar the bidder for future tenders in SATS, if it determines that the bidder has engaged in corrupt, fraudulent or unethical practices in competing for, or in executing a contract.

Here:

- a) “Corrupt practice” means the offering, giving, receiving or soliciting directly or indirectly, of anything of value to influence the action of a public official in the process of contract evaluation, finalization and or execution and
- b) “Fraudulent practice” means an act or omission or misrepresentation of facts in order to influence a procurement process or the execution of a contract to detriment of the purchaser and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Purchaser of the benefits of free and open competition.
- c) “Unethical practice” means any activity on the part of bidder by which bidder tries to circumvent tender process in any manner. Unsolicited offering of discounts, reduction in Price bid amount, upward revision of quality of goods etc after opening of first bid will be treated as unethical practice.

SECTION VIII:
GENERAL CONDITIONS OF CONTRACT (GCC)

These general conditions shall apply to the extent that they are not superseded by provisions of other parts of the contract.

8.1 Standards: The goods supplied under this contract shall conform to the standards mentioned in the specifications, and, when no applicable standard is mentioned, the authoritative standards appropriate to the goods' country of origin shall apply. Such standard shall be the latest issued by the concerned institution.

8.2 Use of documents and information

The bidder shall not, without prior written consent from SATS, disclose/share/use the bid document, contract, or any provision thereof, or any information furnished by or on behalf of the SATS in connection therewith, to any person other than a person employed by the bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

The Bidder shall not, without prior written consent of SATS, make use of any document or information made available for the project, except for purposes of performing the Contract.

All documents (including this bid document) issued by SATS, other than the contract itself, shall remain the property of the SATS and shall be returned (in all copies) to the SATS on completion of the bidder's performance under the contract if so required by the SATS.

8.3 Performance security

On receipt of notification of award, the Vendor shall furnish performance security to SATS within 7-days without any exception in accordance with bid document requirement.

For any delay in remittance of Performance Security Deposit, a penalty of 0.50% of the PSD amount will be levied per week or part thereof, without losing the privilege of cancelling the said P.O. and the decision of SATS is final.

The proceeds of the performance security shall be payable to the SATS as compensation for the supplier's failure to complete its obligations under the contract.

The performance security shall be denominated in Indian rupees or in a freely convertible currency acceptable to SATS and shall be in one of the following forms:

- a. A bank guarantee or an irrevocable letter of credit, issued by a reputed bank located in India with at least one branch office in Hyderabad, in the form provided in the bidding document or another

form acceptable to the SATS; the BG shall be valid up to 60 days beyond the contract period

or

- b. A cashier's cheque or banker's certified cheque or crossed demand drafter pay order drawn in favour of the SATS.

The performance security will be discharged by the SATS and returned to the Vendor within 60 days following the date of completion of all formalities under the contract period.

In the event of any contract amendment, the vendor shall, within 15 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the balance duration of the Contract.

8.4 Inspection and Quality Test Certificate:

The vendor(s) shall submit one sample TKP Sports Kit along with test reports from government approved /reputed laboratories before proceeding with the supply of kits against each Purchase Order. Prior permission from SATS is mandatory for initiating the supplies.

A 3-member District Nodal Committee has been constituted to monitor the physical Quality aspects of the TKP SPORTS KIT.

One random sample kit for every Mandal supplied will be chosen, at the point of storage or distribution or any other point as per the discretion of SATS for testing. The samples will be sent Government approved / third party laboratories for testing or as decided by the SATS.

Samples, which do not meet quality requirements, shall render the relevant batches liable to be rejected and no payment shall be payable for such supplies. If the samples do not conform to statutory standards, the bidder will be liable for action under the relevant existing laws in addition to action as per bid conditions. Sub-standard goods shall not be returned and such goods shall be destroyed by SATS at the cost of the bidder.

The decision of the Managing Director, SATS or any officer authorized by him as to assess the quality of the supplied items etc., shall be final and binding.

8.5 Not of Standard Quality (NSQ):

Whenever a particular item in a sample is declared as "Not of Standard Quality" (NSQ) in any of the specifications/ or any other parameter. The supplier has to take back and replace with a new item at his own expense within 15 days, failing which, suitable action will be taken against the firm for stoppage of payments for such supplies made under that purchase order.

If two or more items of the Kit are declared as "Not of Standard Quality" (NSQ), in any of the specifications/ or any other parameter, for three times, the supplier has to replace such entire Kits free of cost at his own expense, failing which, action will be taken against the firm for stoppage of payments for all the supplies made under all the Purchase Orders.

The repetition of such NSQ supplies under the above said clause 8.5.2, will

entail the firm to be declared as non-Dependable.

Recoveries for Non-Standard items:

1. For all the items of the Kits, which are falling within the tolerance limits defined in the Specifications, the items will be treated as Standard Quality.
2. For the items which are marginally deviating from the prescribed tolerance limits up to 2 %, proportionately recoveries would be effected on the total cost of each item including applicable taxes.
3. All the items which are beyond these acceptable deviation limits (total 7%), the goods would be liable for rejection.

8.6 Inspection of manufacturing facility/facilitation centers/Assembling units:

Whenever SATS feels that it is necessary to inspect the firm and its manufacturing facility/facilitation centers/Assembling units, the bidder shall provide all cooperation, data, documents and information for undertaking such inspections at no cost to SATS. Inspection could be carried by staff of SATS, or any agency nominated by it. If any adverse report is received in such inspection, SATS shall have the right to reject the bid or terminate / cancel the orders already issued or not to issue any fresh order. However before doing so, bidder shall be given show cause notice.

8.7 Packing:

The vendor shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature.

The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the bid, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the SATS.

If the supply is received in damaged condition in respect of primary packing, it shall not be accepted. In case of any acceptable deficiencies or damages in the secondary or tertiary packing, marking and documentation, the supply will be accepted at the discretion of SATS (provided goods can be used safely) with a penalty of 2% on the total value of such goods.

8.8 Delivery and documents:

Delivery of the goods/services shall be made by the supplier as follows and specified elsewhere in the document;

For the monthly targets, the vendor(s) shall furnish in advance the plan of week wise schedule of supplies to the MD, SATS.

The details of shipping and/or other documents to be furnished and submitted by the vendor are specified below.

Upon delivery of the goods to the user, the vendor shall notify SATS and

submit the following documents to SATS through the Nodal Officer

1. Four copies of the Vendor invoice showing goods description, quantity, unit price total amount;
2. Delivery note, or acknowledgement of receipt of goods from the user;
3. Internal Quality Test Reports/Manufacturer's certificate for all the items of the kit.
4. Factory Inspection Certificate
5. Insurance policy;
6. Account of kits received by the vendor

The above documents shall be received by SATS before arrival of the Goods (except deliver note and where it is handed over to the user with all documents).

8.9 Insurance: It is suggested that the goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery up to user site. The insurance should be for replacement value from "Warehouse to warehouse (final destination)" on "All Risks".

8.10 Transportation: Transport of the goods to all the consignees shall be arranged by the vendor at its cost.

8.11 Payment: The vendor's request(s) for payment shall be made to the SATS in writing, accompanied by an invoice describing, as appropriate, the goods/ service delivered/ performed through the officer designated by MD, SATS of the respective District Nodal Committee.

Bidder can raise invoice(s) for each P.O. duly enclosing the documents as per clause 8.8.

Payments will be made by SATS, after satisfactory receipt of material.

The currency of payment will be Indian rupees.

Bidders may note that taxes as applicable from time to time will be deducted at source at the time of making payment.

Payment terms:

- a. 70% of payment will be paid on submission of original invoice with stock entries, delivery challan and accompanied with a certificate of satisfactory receipt of material by concerned authorities designated by MD, SATS.
- b. Balance 30% will be paid after 3 months from the date of payment of 70% amount subject to submission of all quality check fulfillment.

8.12 Bid Prices:

Prices charged by the Vendor for goods delivered and services performed under the contract shall not vary from the prices quoted by the Vendor in its bid and accepted by SATS.

The Bidder shall not charge a higher price to SATS than the price he charges or quotes to any other Govt. organization or to a private Agency during the validity period of Contract. If it is found that the firm has quoted a lower rate in another tender for another organization in the country and that it has not passed on the benefit of the lower rate to SATS, the differential amount will be deducted from the bills of the Firm. Further such firms will be blacklisted for a period of 2 years.

The quantity mentioned in bid is only indicative and actual requirement may vary. The Rates shall not vary with the quantum indicated in order during the Contract period. The successful bidder(s) shall supply any additional quantity if ordered at the same contract price. No extra payment will be made for additional quantity if orders.

The bidder shall indicate the unit prices and the total bid price of the goods/services it proposes to supply under the contract as per Format. Bid prices shall be rounded off to nearest rupee.

The bidder shall indicate Basic Prices and taxes, duties etc. (if required) in the form prescribed on e-Procurement Platform.

Bidder's separation of price components will be solely for the purpose of facilitating the comparison of bids by SATS and will not in any way limit the purchaser's right to contract on any of the terms offered.

The basic Prices quoted by the bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account unless otherwise specified in the tender call. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

However, any change in any tax or duty as applicable shall be adjusted as per the law in force.

8.13 Change orders:

SATS may, at any time, by written order given to the Vendor, make changes within the general scope of the Contract in any one or more of the following:

- a. Specifications, where Goods to be supplied under the Contract are to be specifically manufactured for the SATS;
- b. Method of shipment or packing;
- c. Place of delivery and/or the services to be provided by the Vendor.
- d. If any such change causes an increase or decrease in the cost of, or the time required for, the vendor's performance of any provisions under the contract, an equitable adjustment by mutual agreement shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any claims by the Vendor for adjustment under this clause must be asserted within thirty (30) days from the date of the Vendor's receipt of the change order.

8.14 Contract amendment: No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

8.15 Assignment: The Vendor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the prior written

consent from SATS.

8.16 Subcontracts: Sub-contracting is not permitted.

8.17 Delays in the supplier's performance:

Delivery of the Goods and performance of the services shall be made by the Vendor in accordance with the time schedule specified by the SATS in the bid.

If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely delivery of the goods and performance of services, the Vendor shall promptly notify the SATS in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the vendor's notice, SATS shall evaluate the situation and may at its discretion extend the Vendor's time for performance, with or without liquidated damages.

A delay by the Vendor in the performance of its delivery obligations shall render the vendor liable to the imposition of appropriate liquidated damages, unless an extension of time is agreed upon by SATS without liquidated damages.

If the supplier fails to supply the monthly ordered quantity within the prescribed time (including extensions granted if any) the same shall be purchased from the other vendor(s)/ alternate sources and the cost at 1.2 times value of the supplies shall be recovered from the original vendor.

If the supplier fails to supply the monthly ordered quantity continuously in two purchase orders, and who seeks continuously extension twice **will be treated as Undependable Supplier** and SATS reserves the right to terminate the contract and to initiate any other appropriate action such as barring the supplier from further participation in the bids of Telangana State and or in the Country.

8.18 Liquidated damages:

If the Vendor fails to deliver any or all of the goods or perform the services within the time period(s) specified in the Contract, the SATS shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to kits Rs.100/- per two weeks / kit supplied beyond the agreement time per week or part thereof, whichever is higher, until actual delivery or performance, subject to maximum limit of 7.5% of the P.O value. Once the maximum is reached, Purchase order or contract shall be deemed cancelled for that item unless it is revived, on request from bidder, by SATS with or without penalty and conditions, in writing.

8.19 Termination for default:

The SATS, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, may terminate the Contract in whole or in part:

If the Vendor fails to deliver any or all of the Goods/services within the time period(s) specified in the contract, or within any extension of time thereof

granted by the SATS or if the Vendor fails to perform any other obligation(s) under the Contract or if the Vendor, in the e-procurement portal of the SATS has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the SATS terminated the contract in whole or in part, SATS may procure, upon such terms and in such manner as it deems appropriate, goods or services similar to those undelivered, and the Vendor shall be liable to the SATS for any excess costs for such similar goods or services. However, the Vendor shall continue performance of the contract to the extent not terminated.

8.20 Force majeure:

The Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the SATS in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Vendor shall promptly notify the SATS in writing of such condition and the cause thereof. Unless otherwise directed by the SATS in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

8.21 Termination for insolvency:

SATS may at any time terminate the contract by giving 15 days written notice to the Vendor if the Vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the SATS.

8.22 Termination for convenience:

SATS, may at any time by giving 15 days written notice to the Vendor, terminate the Contract, in whole or in part, for its convenience. The notice of termination shall specify that termination is for the SATS/Purchaser's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

The goods that are complete and ready for shipment within fifteen (15) days after the vendor's receipt of notice of termination shall be accepted by the SATS at the contract terms and prices.

The bidder will not be entitled for any compensation whatsoever in respect of such termination.

8.23 Dispute Resolution:

SATS and the Vendor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

If, after fifteen (15) days from the commencement of such informal negotiations, the SATS and the Vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified here in. These mechanisms may include, but are not restricted to, conciliation mediated by a third party.

The dispute resolution mechanism shall be as follows:

SETTLEMENT OF CLAIMS:

Settlement of claims for Rs.50,000/- and below by Arbitration.

All disputes or difference arising of or relating to the Contract shall be referred to the adjudication as follows:

Claims up to a value of Rupees 10,000/-.

- **Deputy Executive Engineer, SATS, Hyderabad**

Claims above Rs.10, 000/- and up to Rupees 50,000/-.

- **Managing Director, SATS, Hyderabad,**

The arbitration shall be conducted in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any statutory modification thereof.

The arbitrator shall state his reasons in passing the award.

Claims above Rs.50,000/-.

All claims of above Rs.50,000/- are to be settled by a Civil Court of Hyderabad jurisdiction by way of civil suit and not by arbitration.

The contractor shall make a reference for adjudication under this clause within six months from the date of intimating the contractor of the preparation of final bill or his having accepted payment whichever is earlier.

8.24 Governing language:

The contract shall be written in English. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in same languages.

8.25 Applicable law:

The contract shall be interpreted in accordance with appropriate Indian laws.

8.26 Notices:

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by email or facsimile and confirmed in

writing to the other party's address.

A notice shall be effective when delivered or tendered to other party whichever is earlier.

8.27 Taxes and duties:

- a. The vendor shall be entirely responsible for all taxes, duties, license fee, Octroi, road permits etc. incurred until delivery of the contracted Goods/services at the site of the user or as per the terms of tender document if specifically mentioned.
- b. The Taxes, Duties, Cess shall be applicable from time to time at the time of supply and invoice raised for adjustment of unit rate consequent to change in the rate of taxes, duties & cess.

8.28 Patent Rights:

The supplier shall indemnify the purchaser against all third-party claims of infringe e-procurement portal of patent rights, trademark, industrial design rights arising from the use of the goods or part thereof.

Annexure-1

Bid letter form

From:
(Registered name and address of the bidder)

Date:

To:
Managing Director,
Sports Authority of Telangana State,
L.B, Stadium, Hyderabad. 500001

Sir,

Having examined the bidding documents and amendments there on, we the undersigned, offer to provide goods/services/execute the works in conformity with the terms and conditions of the bidding document and amendments there on, for the following project in response to your tender call No....., dated Project title:

We undertake to provide goods/services/execute the above work or its part assigned to us in conformity with the said bidding documents.

If our bid is accepted, we undertake to;

1. Provide goods/services/execute the work according to the time schedule specified in the bid document,
2. Obtain the performance guarantee of a bank in accordance with bid requirements for the due performance of the contract during its period, and
3. Agree to abide by the bid conditions, including pre-bid meeting minutes if any, which remain binding upon us during the entire bid validity period and bid may be accepted any time before the expiration of that period.
4. We undertake that in competing for the (and if the award is made to us, in execution) the contract, we will strictly observe the laws against fraud and corruption in India like but not limited to “The Prevention of Corruption Act 1988”
5. We understand that until formal contract is signed and executed, this bid and your notification of award shall constitute a binding contract between us.
6. We understand that you are not bound to accept the lowest or any bid you may receive, nor to give any reason for the rejection of any bid and that you will not defray any expenses incurred by us in bidding.
7. We hereby nominate Mr / Mrs, (with complete contact details) with Mobile No..... and e-mail ID....., responsible for dealing with this tender process. His Photograph is pasted below.

Photograph

Date:

Place:

Bidder's signature and seal.

Annexure-2

On Rs.100/- Non-Judicial Stamp paper (NJS)

Declaration Form -1

I/We.....
having Our..... office at.....
Read and understood the terms and conditions contained in the bidding documents under this notification for bid and offer our bid unconditional, to the extent not stated at any other part of our bid.

I/We.....
have read and understood the terms and conditions contained in clause 1.1.23 & 8.6.3 in the bidding documents under this notification for bid and we do not have any objection whatsoever.

We will not quote or supply the goods similar to the ones offered under this bid notification to any agency or organization in the country, at the rate lower than the rate quoted in this present tender.

If we found quoting lower rate than the rate quoted to the SATS, to any other agency in the country during the validity of the present contract, we will remit the differential cost to the SATS, unconditionally.

Place:
Date:

Bidder's signature and seal.

Annexure-3

On Rs.100 Non-Judicial Stamp paper (NJS)

DECLARATION FORM-2

I,..... S/o
aged About Years Resident of do here by
affirm on oath as under.

That I am Managing Director/Director/Partner/Proprietor of M/s.....

That I am responsible for the day-to-day affairs and conduct of business of
M/sfor the purpose of performance of the
contractin accordance with the terms and conditions stipulated therein.

That this firm is not blacklisted by any of the Central or State Governments
or Central or State Government Agencies / Departments/Organizations.

That in the event of any change in the constitution of the Company, I will
inform SATS. The following are the Directors/Partners of the Company
whose Names and permanent address are given below:

Name	S/O	Age	Residential Addresses.
1.			
2.			
3.			

WITNESSES WITH FULL ADDRESS:

- 1.
- 2.

I, Sri..... do hereby
declare on oath that the above contents are true to the best of my knowledge
and belief and nothing has been hidden.

DEPONENT.

Annexure-4

Technical bid form

Sl .	Game	Name of the Item	Quantity per Kit	Brand (if applicable)	Specification Required	Specification of the proposed Item	Specification Higher/Lower
1	Cricket Kit	Cricket Bat No: 5 Kashmir Willow	1				
2		Cricket Bat-Full Size - Kashmir Willow	1				
3		Batting gloves Cotton/ Foam Leather	2				
4		Wicket keeping Gloves Leather	1				
5		Batting Leg Guard/Pad Leather	2				
6		Wicket keeping Leg Guard / Pad Leather	1				
7		Stumps (Set)	2				
8		Abdominal Guard	2				
9		Cricket balls-Practice	6				
10		Cricket Kit Bag	1				
11		Cricket - Arm Guard	2				
12		Cricket Thigh pads	4				
13	Kit bag	Kit Bag for other units of kits	1				
14	Volleyball Kit	Volleyball -Synthetic	4				
15		Volleyball -Net	2				
16		Cycle Pump Big Size (Foot Pump)	1				
17	Measuring Tape	Measuring Tape	1				
18	Gym	Dumbbells (Set) (2.5, 5.0,7.5Kg) (30 kgs)	30 Kgs				
19	Discus Throw	Discus Throw	1 Kg and 2 Kgs				
20	Tenniloit Ring	Tennikoit Ring	6				
21	Sklipping Rope	Skipping Rope	4				
22	Whistle	Plastic Whistle	3				
23	Stop watch	Stop & Go - Watches	1				

Annexure-5

Manufacturer's authorization

(on Rs.100/- Non-Judicial Stamp paper)

The authorization may be in the nature of a letter, memorandum or certificate regularly granted by the manufacturer to its channel partners, distributors, etc. or a specific letter issued for purposes of this bid. However it will not apply when bid is open only to manufacturers.

Such communication should include statements/ undertakings from the said manufacturer to the following effect.

1. Guarantee and warranty coverage in respect of the goods and services manufactured by the said manufacturer shall be honored by that manufacturer, their distributors, etc as the case may be.
2. The manufacturer updates the bidder and their technical personnel with relevant technical literature, training and skill transfer workshops etc., on a regular basis.
3. The manufacturer provides back-to-back technical support to the said bidder on a continuing basis.
4. The said bidder is authorized to submit bid and provide warranty during the contract period.
- 5. That this authorization holds good till the expiry of contract period and will not be withdrawn from the date of authorization till the date of expiry of contract period.**

Note:

- 1) The letter of authority should be signed by a person competent and having the power of attorney to bind the manufacturer.

Annexure-6

EMD DECLARATION

I, Hereby submit a Declaration that the tender submitted by the undersigned, on behalf of the Tenderer ----- (Name of the Tenderer), shall not be withdrawn or modified during the period of validity or extended period of validity.

I, on behalf of the Tenderer -----(Name of the Tenderer), also accept the fact that in case the tender is withdrawn or modified during the period of its validity/extended validity period or if we fail to sign the contract in case the contract is awarded to us or we fail to submit the performance security and additional performance security, if any, before the deadline fixed in the Tender document, then (Name of the Tenderer), will be debarred for participation in the tendering process for the procurements of this procurement entity for a period of one year from the date of default.

**(Signature of the Authorized Signatory,
With Official Seal).**

Annexure-7
Consortium Agreement/ Memorandum of Understanding (MoU)
[To be executed on Rs.100/- stamp Paper and should be duly Notarized.]

This Consortium Agreement (hereinafter the "Agreement") entered into by and made this on ----- day of -----, Two Thousand and ("Date of Signing").

BETWEEN

.....having their principal place of business at
.....for and on behalf of himself/themselves, his/their. Heirs,
Executors, Administrators and permitted assigns (hereinafter called "The Bidder") of
the ONE PART;

AND

.....having their principal place of business at
.....for and on behalf of himself/themselves, his/their. Heirs,
executors, administrators and permitted assigns (hereinafter called "The Bidder") of the
SECOND PART;

CONCERNS

- a. The Managing Director, SATS, Hyderabad (hereinafter referred to as "EMPLOYER") has issued Tender Notification No.----- Dated --/--/2022 (hereinafter referred as the "TENDER ") for carrying the work "", (hereinafter referred as the "WORKS");
- b. As specified in the TENDER, the Tenderer has formed a Consortium (Maximum of Two Members Only wherein One member as LEAD MEMBER and hereby enters into this Agreement and the Parties have fully agreed to participate as members of the Consortium subject to the said terms and conditions of this Agreement.
- c. The members of the Agreement shall each be referred to as the "Party" and together as "Parties";

NOW THIS INDENTURE WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the partners to this Consortium do hereby now agree as follows:

1. OBJECT :

The object of this agreement is for the parties herein to arrive at a strategic understanding with each other to pool their resources, cooperate with each other and jointly prepare and submit Bids, Specifications' and Quality Control Reports which has been described in the Tender / Contract Agreement to be entered into with SATS to take up the same and implement it as per its terms and conditions.

2. EXCLUSIVITY:

The Parties herein agree that no party shall Consequent to the successful bidding withdraw from this Agreement during the execution of the Project for any reason, whatsoever.

The Parties herein also have represented and assured each other that they will abide by and be bound by the terms and conditions stipulated by SATS for awarding the Agreement.

3. PROJECT COORDINATOR:

The Parties hereby agree that the Party of the **First Part** shall act as the **Lead Partner** for self and on behalf of the other parties and shall enter into and execute the Agreement for itself and on behalf of the other parties and shall act as Project Coordinator and Consortium Manager. The parties herein further declare and confirm that they are jointly and severally bound to SATS for execution of the Agreement in accordance with its terms and shall jointly and severally be liable to SATS to perform all contractual obligations, including technical guarantees mentioned therein and in this Agreement. The Lead Partner is authorized to incur liabilities and receive instructions for and on behalf of any or all Parties of the Consortium.

4. RESPONSIBILITY AND OBLIGATIONS OF THE PARTIES:

The responsibilities and obligations of each of the Parties herein shall be as delineated in **Appendix-I** to this Agreement. In line with the past experience and specialization of the Parties herein each Party will be responsible for the work allocated to them as per **Appendix-1** aforesaid. It is agreed that the financial responsibility of the works identified in **Appendix-I**.

It is further agreed that the above-mentioned sharing of responsibilities and obligations shall not in any way be a limitation to the joint and several responsibilities of the Parties herein to SATS under the project or the Agreement

5. COOPERATION

The Lead Partner undertakes to cooperate with the other Parties in order to ensure smooth performance and execution of the Project and the Agreement. The Lead Partner undertakes to provide SATS with all information at its disposal for due performance of the Agreement. The Parties herein also undertake to inform in time each other and SATS regarding any financial problems or other impediments which may have an impact on the timely execution of the Project or performance of the Agreement and shall take all remedial measures to ensure successful performance of all the obligations of the consortium here in under and under the Agreement for.

Notwithstanding the Lead Partner's liability in terms of this Agreement, each Party shall be fully responsible, liable and accountable for all financial transactions under this

Agreement and each Party shall pay its own taxes and make other statutory and mandatory payments (taxes)I duties. The Parties herein further undertake to ensure that all applicable legal regulations are observed, appropriate records are kept of all financial transactions and appropriate documentation, including. But not limited to contracts, Orders and confirmations, receipts and invoices. Time sheets of staff and payroll calculations areretained for all matters pertaining to this Agreement.

The Lead Partner shall be responsible to maintain contact with SATS and request clarification, guidance or advice whenever needed. The other Parties herein shall route all their requests with regard to clarification and guidance through lead Partner in normal circumstances but may have communicate directly with SATS through common access e- mail and or letters duly copied to Lead Partner in case of emergencies.

6. CONFLICT OF INTEREST:

The Parties herein undertake to take all necessary measures in order to avoid any conflict of interest during the performance of the Agreement or the project and also to identify any conflict of interest so that SATS can consult with the lead Partner and other Parties to sort out such conflicts.

7. POST CONTRACT LIABILITIES:

For any loss or damage on account of any breach of this Agreement or the Project Agreement or any short fall in the execution of the Project, meeting the guaranteed performance or parameters as per technical specifications, documents relating to the Tender or the Project Agreement the Lead Partner as well as the other Parties undertake to promptly make good such loss or damage on SATS demand without any demur to this Agreement. SATS shall have the right to proceed against any one of the Parties herein in this regard and it shall neither be necessary nor obligatory on the part of SATS to proceed against the Lead Partner before proceeding against the other Parties herein.

8. ASSIGNMENT:

The rights and obligations of First and Second Participant Member under this Agreement shall not be assigned to any third party without the prior written consent of SATS.

9. RESOLUTION OF CONFLICTS:

All conflicts between the Lead partner and Associate Partner if raised would be resolved amicably under the guidance of SATS Authorities for betterment of the project.

10. DURATION:

This Agreement shall come into force as of the Date of Signing and shall continue in force and effect until the complete discharge of all the obligations, concerning for

carrying out the WORKS, which have been taken on by the Parties under the Contract Agreement signed with SATS, Tender document and to this Agreement.

11. GENERAL:

Accordingly, we the partners in the Consortium hereby confirm that the name and style of the Consortium shall be as per the qualification and Contract Conditions.

In consideration of the bid submission by us to SATS, If considered as acceptable and the award of contract by SATS in the name of Lead Partner under this the Consortium (on approval of SATS), we the partners to the Consortium, do hereby agree that the Partner -I (M/s-----) shall act as the lead partner for self, and for and on behalf of Partner - II in so far as setting up and maintaining Consortium office at Bangalore and carrying out all formal correspondence and allocating the work among consortium partners and further declare and confirm that we shall jointly and severally be bound unto SATS for execution of the contract in accordance with the contract terms and shall jointly and severally be: liable to SATS to perform all contractual obligations including technical guarantees. Further, the Lead Partner is authorized to incur liabilities and receive instructions for and on behalf of any or all partners of the CONSORTIUM.

In case of award of contract, we the partners with this Consortium Agreement do hereby agree that we shall furnish the contract performance guarantee in favour of SATS from a bank acceptable/ approved by SATS for a value and period as stipulated in the Contract conditions and such guarantee shall be in the names of the Lead Partner and agreeable to other partners of the Consortium in ratio to the work responsibilities.

It is further agreed that this CONSORTIUM Agreement shall be irrevocable and shall form an integral part of the Contract Agreement signed by the Lead Partner and shall continue to be enforceable till SATS discharges the same. It shall be effective on the date first above mentioned for all purposes and intents. IN WITNESS WHEREOF, the partners to this Consortium agreement have through their respective authorized representatives, have executed these presents and affixed their hands and common seal of their respective companies on the day, month and year as above mentioned.

The above consortium agreement executed is mutually is on agreed terms and trust to executethe above Scope of works mentioned and signed as under for acceptance in full:

Lead Member

Associate Member

Witness1

Witness2

Annexure-8
Power of Attorney for Lead Member of Consortium

Whereas the (the "Authority") has invited bids from eligible parties for the Project (the "Project"). Whereas,, and collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposals and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s....., and M/s., having our registered office at _____, (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s....., having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Concession/ Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

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

Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE
EXECUTED THIS POWER OF ATTORNEY ON THIS ___ DAY OF _____ 2022.

For

(Signature, Name & Title)

For

(Signature, Name & Title)

Witnesses:

- 1.
- 2.

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

1. 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.
2. Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

Annexure-9

FORM OF SOLVENCY CERTIFICATE BY BANKS

(To be issued by any Nationalized / Scheduled Commercial bank only)

I, _____ Managing Director / Manager / General Manager
of _____ Bank do hereby certify that M/s. / Sri.
_____ (here the names and addresses of
the contractor) to be solvent to the extent of Rs. _____ (Rupees
_____) as disclosed by the
information and record which are available with the aforesaid bank.

Date

For the _____ Bank

Place

Signature of Bank Manager (Authorised to Sign.)

Annexure-10

**FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY
OF CREDIT FACILITIES**

(To be issued by any Nationalized/ Scheduled commercial bank only)

BANK CERTIFICATE

This is to certify that M/s./Sri. -----
----- is a reputed company with a good
financial standing. If the contract for the work namely
_____ is awarded to the above firm, we shall be able
to provide overdraft/credit facilities to the extent of Rs.....
to meet their working capital requirements for executing the above
contract.

Signature of Sr. Bank

Manager Name of Bank

Address of Bank

Annexure-11

Information on litigation history in which Tenderer is the Petitioner.

S. No	Case No. / Year	Court where filed.	Subject Matter/ Prayer in the case.	Respondents	Present Stage.
1	2	3	4	5	6

Signature of the Bidder

Annexure – 12

Check List of Documents to be uploaded on e-procurement portal.

Please remember to number the documents as per the check list below.

S. No.	Documents Description(Category)	Online (yes/no)	Page No. or range of pages
1	2	3	4
1	Scanned copy of Processing fee		
2	Scanned copy of EMD:		
3	Scanned copy of valid Registration (certificate of incorporation/Registration issued by concerned authority.		
4	Scanned copy of MSME/SSI/EM-II certificate (if applicable)		
5	Organization's Permanent Account Number		
6	GST registration certificate		
7	Previous experience certificate from the competent authority		
8	Annual turnover certificates for 3 years from Chartered Accountant		
9	GST returns for the last quarter of the FY 2020-21		
10	Bid letter Form with name, contact details, Email ID, Latest Photograph and Specimen signature of the nominee/authorized person. Annexure-1		
11	Declaration Annexure-2 (Form-1) on Rs.100/- NJS		
12	Declaration Annexure-3 (Form-2) on Rs.100/- NJS		
13	Technical Bid form Annexure-4		
14	Scanned copy of Authorization letters from Manufacturers Annexure-5 b) For Sports Kit Products, For Kit Bag from Manufacturers of Bags etc.		
15	EMD Declaration Annexure-6 in case of MSME/SSI/EM-II		
16	Consortium Agreement/ Memorandum of Understanding (MoU) Annexure-7		
17	Power of Attorney for Lead Member of Consortium Annexure-8		
18	Form of Solvency certificate Annexure-9		
19	Form of Credit facilities Annexure-10		
20	Litigation History Annexure-11		
21	Any other document required as per bid document		

Annexure – 13

Financial Bid (to be Uploaded in Commercial stage only)

Name of the work: Procurement of Sports Kits to Telanagana Kreedha Pranganams in Telangana State.

Sl.	Name of the Item	Units	Basic Rate in Rs.	GST	Total Amount (Units X Basic price) + GST for all Items
1	Cricket Bat No: 5 Kashmir Willow	1		12%	
2	Cricket Bat-Full Size-Kashmir Willow	1		12%	
3	Batting gloves Cotton/ Foam Leather (pair)	2		12%	
4	Wicket keeping Gloves Leather	1		12%	
5	Batting Leg Guard/Pad Leather (pair)	2		12%	
6	Wicket keeping Leg Guard / Pad Leather	1		12%	
7	Stumps (3 Nos. Set)	2		12%	
8	Abdominal Guard	2		12%	
9	Cricket balls-Practice	6		12%	
10	Cricket Kit Bag	1		12%	
11	Cricket - Arm Guard	2		12%	
12	Cricket Thigh pads	4		12%	
13	Kit Bag for other units of kits	1		12%	
14	Volleyball -Synthetic	4		12%	
15	Volleyball -Net	2		12%	
16	Cycle Pump Big Size (Foot Pump)	1		12%	
17	Measuring Tape	1		18%	
18	Dumbells (Set) (2.5, 5.0,7.5Kg) (30 kgs)	1		18%	
19	Discus Throw 1Kg and 2 Kgs. (set)	1		18%	
20	Tennikoit Ring	6		18%	
21	Skipping Rope	4		18%	

22	Plastic Whistle	3		18%	
23	Stop & Go - Watches	1		18%	
Grand Total for the Kit					

(Note:- Grand Total landed value for the kit should only be entered in the e-procurement portal)

Note:

1. I/we hereby offer the above-mentioned Rate for Procurement of Sports Kits to Telangana Kreedha Pranganams in Telangana State. This offer submitted is unconditional.
2. Rates quoted by the firm shall be inclusive of all taxes/charges and which will be valid throughout the contract period.

We accept the rate quoted above shall remain valid for a period one year from the date mentioned below. This offer submitted is unconditional.

Date:

Signature of the Bidder

