

**Department of Sports & Youth Affairs (DSYA),
Government of Haryana
Tau Devi Lal Sports Complex, Sector 3,
Panchkula, Haryana – 134109
Phone: 0172-2583082**

Email: kiyg2021-sports@hry.gov.in

www.haryanasports.gov.in

Reference No: Purchase/2776 Dated 31/01/2022

**Request for Proposal
for
Supply & Installation of Basketball Sports Equipment for
Khelo India Youth Games Haryana 2021**

**Department of Sports & Youth Affairs (DSYA),
Government of Haryana
Tau Devi Lal Sports Complex, Sector 3
Panchkula, Haryana – 134109**

Email: kiyg2021-sports@hry.gov.in
www.sportsharyana.gov.in

RFP No.: Purchase/2776

Dated: 31.01.2022

NOTICE INVITING TENDER (NIT)

DSYA invites Bids under two bid-basis, i.e. Technical Bid and Financial Bid for '**Supply & Installation of Basketball Sports Equipment for Khelo India Youth Games Haryana 2021**' for Department of Sports & Youth Affairs (DSYA).

The interested bidders should submit their bids online and physical copies of **only technical proposal** to Tau Devi Lal Sports Complex, Sector 3, Department of Sports & Youth Affairs, Govt. of Haryana, Panchkula, Haryana - 134109, on or before 10-02-2022.

Bidders have to download the Bid documents from the e-procurement portal i.e. <https://etenders.hry.nic.in> after registering themselves on portal and submit e-bids after payment of Bid Processing Fee & Bid Document Fee before last date & time of downloading the e-bids online

All Bidders are advised to see Amendments to RFP, if any, before submission of the bids. In case the Bidder does not submit the amended bids/amendments, it shall be presumed that Bidder has seen the amendments/Amended bids and e-bid shall be evaluated accordingly.

In case schedule date of submission / tender opening date are declared as holiday then tender will be submitted/ opened on the very next working day on earlier schedule time.

DSYA reserves the right to cancel the bid at any time or amend/withdraw any of the terms and conditions contained in the Bid Document without assigning any reason thereof.

**CEO, Khelo India Youth Games
Department of Sports & Youth Affairs
Haryana**

1. DETAILED NOTICE INVITING E-TENDER

e-Tender is invited in single stage two cover system i.e. Request for Technical Bid (**online Bid under Technical Envelope and hard copy submission with mentioning Page No**) and Request for Financial Bid (comprising of price bid Proposal under online available Commercial Envelope):

Sr. No.	Information	Details
1	Description of Goods	Basketball Sports Equipment (Annexure-I)
2	EMD (to be deposited online) *	45,000/- Account Holder Name: Director, Department of Sports & Youth Affairs Bank Name: State Bank of India Account No.: 39454876084 IFSC Code: SBIN0050969 MICR No.: 160002173 Validity period for the EMD will be up to 30th June, 2022
3	Tender Document Fee*	5,000/-
4	e-Service Fee (to be deposited online)	1,000 + 18% GST
5	Start Date & Time of Bid Preparation and Submission	01.02.2022, 11.00 Hrs
6	Expiry Date & Time of bid for EMD submission	09.02.2022, 23.59 Hrs
7	Last date and time for submission of proposals through e-Tender	10.02.2022, 18.00 Hrs

Note: For relaxation of Tender Fee & EMD Please refer “Haryana State Public Procurement Policy for MSME -2016” notified vide G.O.No.2/2/2016-4IBII (1) dated 20-10-2016 and for Startups/first generation Entrepreneurs as notified vide G.O. No.2/2/2016-4IB-II dated 03.01.2019.

2. DATA SHEET

Sr. No.	Activity Description	Details
1	RFP No. and Date of Availability of RFP	RFP No.: Purchase/2776 Dated 31.01.2022 Date: 31.01.2022, 1700 Hrs
2	Proposal Due Date	10.02.2022, 23.59 Hrs
3	Technical Proposal Opening Date and submission of hard copy of technical proposal with proper binding.	11.02.2022, 10.00 Hrs
4	Financial Proposal Opening	To be communicated later
5	Letter of Award (LOA)	To be communicated later
6	Office Address - Venue for opening and evaluation of Bids	Department of Sports & Youth Affairs Govt. of Haryana Tau Devi Lal Sports Complex, Sector 3, Panchkula, Haryana – 134109
7	Contact Details	Contact Person: Mr. Rajesh Kumar, Superintendent Email id: kiyg2021-sports@hry.gov.in Mobile No: +91 7717307781
8	Tender Documents on Website	URL for e-tender https://etenders.hry.nic.in/nicgep/app http://www.haryanasports.gov.in/
9	Method of Selection	Pre-Qualification & L1
10	Bid Validity Period	90 days

A. Information to Bidders:

1. Instructions to bidder on Electronic Tendering System.

Registration of bidders on e-Procurement Portal, Information about Digital Certificate, Instructions about Online Payment of Tender Document fee/e-Service Fee/Earnest Money, Important Instructions & Help manual for online bidding and other General issues option available on Home page of NIC e-procurement portal i.e <https://etenders.hry.nic.in>.

In case bidders need any clarifications or if training required to participate in online tenders they can contact office Timings of Help-desk support & Contract Details: -

The detail may be seen under "Contract US" option available on Home Page of NIC e-Procurement portal i.e <https://etenders.hry.nic.in>.

For support related to Haryana Tenders in addition to Helpdesk: -

In addition, For support related to Haryana Tenders in addition to helpdesk you may also contact to following: -

E - mail: eproc.nichry@yahoo.com

Desk: 0172-2700275

2. Date and Time of making payment of tender fee, earnest money deposit (EMD) and e-service fee is as under:

A	Online submission of EMD, Tender fee & e-Service Fee Option-1: Through Net Banking and Debit card	
B	Online submission of EMD Option-2: Through RTGS/ NEFT- <i>(In case of above, the bidder has to pay Tender fee & e-Service fee Through Net Banking and Debit card as per the given date & time schedule)</i>	

3. As the Bids are to be submitted online and are required to be encrypted and digitally signed, the Bidders are advised to obtain Digital Signature Certificate (DSC) at the earliest. For obtaining Digital Certificate, the Bidders should visit NIC portal <https://etenders.hry.nic.in/nicgep/app?page=DSCInfo&service=page>
4. The Bidders shall have to pay for the Tender Documents Fee, EMD Fees & e-Service Fee online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between bidders and online payment authorization networks.
5. The bidders must have Net Banking account in order to pay Tender Document Fee and e-Service Fee.
6. **Payment of Tender Fee:** - The payment for the Tender Document Fee shall be made by the interested bidder online directly through Net Banking with the available Banks at e- GRAS e-Payment Gateway.
7. **Payment of e-Service Fee:** - E-Service Fee payment shall be made separately by the interested bidders/ contractors online directly through Net Banking Account.
8. **Payment of EMD:** - The payment of EMD can be made through Net Banking or RTGS/ NEFT as per details at Para-2 above. In this regard please refer to "Instructions to bidder on Electronic Tendering System.
9. Intending bidders will be mandatorily required to sign-up online (create user account) on the website <https://etenders.hry.nic.in> to be eligible to participate in the e-Tender. In case the intended bidder fails to pay EMD fee under the stipulated time frame, he/she shall not be allowed to submit his/ her bids for the respective event/Tenders.
10. In case of payment of EMD through RTGS/ NEFT, the interested bidders must remit the funds at least on or before **09.02.2022 upto 23:59 Hrs**; and make payment via RTGS/NEFT to the beneficiary account number specified under the online generated challan. The intended bidder/ Agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/ Tenders at

<https://etenders.hry.nic.in>

11. However, the details of the EMD, Tender document Fee & E – Service Fee are required to be filled/ provided at the time of online Bid Preparation.
12. Online Technical Envelope—Reference details of the Earnest Money Deposit, Tender Document Fee & e - Service Fee instrument and scanned copies of supporting documents and QR/technical criteria with proper index and page numbering on all the documents have to be provided as per **Annexure-A** of this document.
13. If the tenders are cancelled or recalled on any grounds, the Tender Document Fee and e-Service Fee will not be refunded to the bidder.
14. If any queries related to this RFP, Bidders can submit their queries only through the official email id kiyg2021-sports@hry.gov.in before 5.00PM on working days.

B. Brief Description of Procuring Sports Equipment / items:

Sr. No	Description	Quantity	Place of Delivery
1	Supply & installation of Basketball Sports Equipment	5 Items	Tau Devi Lal Sports Complex, Sector-3, Panchkula, Haryana

The detailed technical specifications/description of the above items are available at **Annexure-I** of this document. **Only mentioned brand will be acceptable.**

C. Specific Terms & Condition/ Eligibility Criteria related to above items: -

1.	The Bidder must be a Single Business Entity for the purpose of this Invitation for RFP Document, a business entity shall mean a company registered in India under the Companies Act, 1956 or 2013 or a partnership firm registered under The Limited Liability Partnership Act ,2008 or The Indian Partnership Act ,1932. JV/Consortium not Allowed.	Certificate of Registration / Incorporation(s).
2.	Average annual turnover of the Bidder in the last 3 years i.e. 2017-18, 2018-19 and 2019-20 must be at least 01 Crore from sale of sports equipment/items & Sports Apparel.	Audited Financial Statements/Certificate from statutory Auditor should be submitted as per the enclosed Annexure- 'E'.
3.	The Bidder must have relevant experience in undertaking any three (03) similar* assignments in the last seven (07) years (International/National level). Note: *Supply and installation of sports equipment for Central Government/State Government/ National Sports Federation / State Sports Federation.	Work Order/ Client Certificate/ Completion Certificate (Please provide a list of assignments before attaching relevant evidence).
4.	The Bidder should be in the business of sale of Sports Equipment as Original equipment manufacturer (OEM) for at least 05 Years as on March 31 st ,2021. OR In case the Bidder is not a manufacturer (OEM) then the bidder should be an authorized supplier / dealer of the manufacturer and in business of supplying sports equipment for more than one (01) year as on March 31,2021.	Proof of OEM / Authorisation Certificate (with period clearly specified) should be submitted as per the enclosed Annexure- 'C'.

5.	The equipment should be supplied to Tau Devi Lal sports complex, Sector-3, Panchkula, Haryana.										
6.	<p>The suppliers are required to submit the detail of sports equipment/items as per Annexure-II. The intending supplier shall also have to mention, the detailed specifications, name of manufacturer/make, model of the article and has to enclose the catalogue in PDF format with image/ pictures of the material offered, for which the rates are quoted as per the below format.</p> <table border="1" data-bbox="337 405 1385 659"> <tr> <td>Item No</td> <td></td> </tr> <tr> <td>Name of the Item</td> <td></td> </tr> <tr> <td>Offered Make & Model</td> <td></td> </tr> <tr> <td>Specification Compliance as per NIT (Yes/No)</td> <td></td> </tr> <tr> <td>Offered item with Original Images</td> <td></td> </tr> </table> <p>Above format should be proper in one page for each item. The photocopies/ Xerox /fax of these documents will not be considered. In absence of the above original documents, the item(s) offered will not be considered. The preference will be given to the items bearing ISI/ISO /quality control make for the sports material & goods.</p> <p>In case of doubt in material, supplied by the firm/bidder, the expenditure incurred on getting the material tested will be borne by the bidder. If, even after approval, information / facts submitted by the Bidder are found misleading / incorrect etc., DSYAGOH reserves the right to reject the tender for the current / future supply or may impose penalties as deemed fit. Non-compliance of any of the terms & conditions of the tender will also warrant above penalties.</p>	Item No		Name of the Item		Offered Make & Model		Specification Compliance as per NIT (Yes/No)		Offered item with Original Images	
Item No											
Name of the Item											
Offered Make & Model											
Specification Compliance as per NIT (Yes/No)											
Offered item with Original Images											
7.	The intending supplier should quote the rates inclusive of all expenses, charges, taxes, duties, transportation, packing and forwarding, insurance etc. inclusive of all applicable taxes and freight charges for Tau Devi Lal sports complex, Sector-3, Panchkula, Haryana. Rate quoted shall also include Supply, Installation, and Commissioning & On-site training for operation of equipment. The financial must be submitted in the bidder's letter head with seal and sign.										
8.	The minimum warranty/guarantee period shall be of two (2) years for equipment/ items. Not applicable for the Items which are subject to non-warranty. However, DSYA will verify whether the quoted equipment's/items are falling under warranty or non-warranty. Decision of the DSYA will be final in this regard. Any period over and above the minimum period mentioned shall also be accepted.										
9.	For imported equipment if supplied directly from foreign): The custom clearance, transportation, insurance etc. of the equipment from the port of entry in the country to the consignee's place shall be sole responsibility of the supplier and its agent. These are to be shown separately in the price bid. However, for custom duty exemption wherever applicable for import of sports equipment/goods KIYG, 2021 secretariat will apply to the appropriate authority. The seller and his agent should liaison the claim for exemption of Custom Duty.										
10.	Technical specification of the sports equipment used in competitions should be as per rule of the International / National Federation/Association of concerned disciplines.										
11.	DSYAGOH will be legally competent to cancel the supply order and also to take any other action against the supplier including imposing any penalty during or till the final execution of the supply, in case the supplier is ever found to have committed any fraud against DSYAGOH in supplying the material or indulged in any other malpractices thereof causing any financial losses during contract period.										
12.	The bidders will give a self-attested declaration on Rs 100/- stamp paper that the quality and brand of sports equipment used in competitions and quoted in the tender are correct and as per rule of International/National/Associations of concerned disciplines. In case of any defect, DSYAGOH may impose penalty as deemed fit and will have the right to make recovery from security or any pending bills or and take any legal action as deemed fit.										
13.	The Bidder must submit information with supporting documents as specified in Annexure III .										

14.	DSYAGOH considering, past performance of the tenderer, reserves the right to reject any tender.
15.	In case, any dispute arises in regard to the tender, the decision of the DSYAGOH will be final and binding.
16.	In case of litigation, the courts at Panchkula only will have jurisdiction for deciding case according to Indian law in force.
17.	The technical bids will be opened first and financial bids of only those bidders shall be opened whose Technical bids are accepted by the competent authority.
18.	It must be noted that this is just an enquiry and does not amount to any commitment on the part of DSYAGOH to order any products offered. The decision of DSYAGOH in this regard would be final and be entirely, at its discretion.
19.	The supplier shall not dispatch the ordered material after expiry of the delivery period. The supplier shall apply to DSYAGOH for extension of delivery period and obtain approval before dispatch. In case the supplier dispatches the goods late, without obtaining an approval for extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against DSYAGOH.
20.	The supplies received, if not found as per specification of tendered items, are liable to be rejected
21.	Supply will be made in full quantity within the stipulated time and at place indicated in the supply order.
22.	Software up-gradation, if any, during the Guarantee/Warranty shall be provided by the Supplier free of cost.
23.	Delivery period: - The delivery of the store is required in full quantity within 21 days from the date of issue of supply order.
24.	<p>Payments terms: - Hundred percent (100%) payment of the contract price subject to recoveries / liquidated damages/shortages etc., if any, shall be paid on receipt and inspection of goods in good condition (including installation & commissioning) and upon submission of the following documents:</p> <ol style="list-style-type: none"> i. Suppliers certificate that the amount shown in the invoice are correct in terms of the contract and that all terms and conditions of the contract have been complied with; ii. Four copies of Supplier's invoice showing contract number, goods description, quantity, unit price and total amount; iii. Acceptance Certificate, in original issued by the authorized representative of the consignee; iv. Two copies of Packing list identifying contents of each lot; v. Insurance certificate; vi. Warranty Certificate (Wherever Applicable) vii. Certificate of origin.

Note: The format of the Technical Bid/ Index for the Technical Bid Documents will be as per **Annexure-A** of this document and the bidders are requested to upload their Technical Bids on the Portal with index as provided in **Annexure-A**.

In case of non-submission of required Eligibility Documents as at Annexure-A, the bid of the firm will not be considered and no further chance will be given for the submission of these documents. However, clarification, if any, of already submitted documents maybe obtained in case required as per the rules.

Standard Terms and Conditions (wherever applicable these terms & conditions will overrule the specific terms and conditions as at Para 'C' above): -

1. EMD: -

The firms are required to deposit Earnest Money as indicated above failing which the tenders are liable to be rejected. Manufacturing Micro & Small Enterprises (MSEs) of the State, Startups/ First Generation Entrepreneurs of the State, Central or Haryana Public Sector Enterprises and "approved sources" as declared by the Industries Department, Haryana, are exempt from the deposit of EMD.

2. Performance Security:

The successful Tenderer/Bidder shall be required to deposit Performance Security Deposit within 14 days of issuance of LOA as under: -

Sr. No.	Type of Firm/Enterprises	Value of Performance Security Deposit
1	Haryana based firms: -	
	(i) Haryana Based Micro and Small Enterprises (MSEs)	(i) @0.2% of the value of contract
	(ii) Haryana based other firms / enterprises	(ii) @2% of the value of contract
2	Other States/ UTs based firms	@ 3% of the value of contract
# Haryana based MSEs will be eligible for performance security deposit @ 0.2% who have filed SSI Certificate/EM Part-II/Udyog Aadhaar Memorandum (UAM)/Udyam Registration in Haryana and who participate directly in the tendered/quoted items and offering to supply the entire Work/Supply Order by their enterprise.		
The conditions governing the above may kindly be seen in the notification dated 14.12.2020.		

The performance security in excess of the EMD already deposited can be submitted in the shape of Demand Draft/Call Deposit Receipt/Banker's Cheque or in the shape of equivalent Bank Guarantee of any scheduled bank with branch in Panchkula. The performance security shall be returned after the successful completion of the warranty period.

In case of Bank Guarantee, the successful bidder shall furnish the performance security for the required amount (as per the above table) valid up to 180 days beyond the warranty period and further revalidating till the warranty in case of replacement during warranty period.

3. Price Fall Clause:

Price Fall Clause is that the price quoted in the tender/quotation or approved in the Rate Contract for the stores shall not exceed in any way the lowest price at which the tenderer quote for the supply the stores of identical description to Central / State Government Institutions/Undertakings/any other person during the delivery period/currency period of the rate contract. If, at any time during the delivery period/currency period, the successful tenderer reduces the rates/sale price of the quoted stores to any person at the price lower than the price chargeable under the supply order/ rate contract, the tenderers should forthwith notify such reduction and inform this office and the price payable under the supply order/contract for the stores supplied after the date of coming into force of such reduction of the rates shall stand correspondingly reduced to that level. The successful tenderers shall promptly notify the reduction of rates to this office as well as to the concerned Indenting Officer/ Consignees. The tenderer shall also give a certificate on their bills that the rates charged by them are not in any way higher to those quoted by them to the Central and other State Government etc., during the corresponding period. The Indenting Officer shall be required to ensure that requisite certificate is given by the

concerned firm on the bills before releasing their payments.

- 4. Penalty to firm on Delay in delivery:** Should the contractor fail to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch stipulated in the supply order, the delayed consignment will be subject to 2% penalty per consignment per month recoverable on the value of the stores supplied.

- 5.** The bidders are required to quote the basic rates, the delivery/ transportation costs/ applicable GST and duties etc., and the place of billing for the supply of stores clearly and separately. The bidders are required to intimate the place of billing.

6. Penalty Clause for Department/ Govt. Agencies for delay in Payment

Delay in payments to the suppliers beyond the stipulated credit period indicated in the supply order, unless supported by cogent reasons and approved by a higher authority, will attract penal interest on the defaulting amount @ Rs. 25/- per rupees one lakh per day of delay beyond the stipulated credit period.

7. Negotiation of Rates

Regarding negotiations of rates, policy issued by the State Government vide G.O. No.2/2/2010-4-IB-II dated 18.06.2013, G.O. No.2/2/2010-4-IB-II dated 16.06.2014, G.O. No.2/2/2010-4-IB-II dated 09.02.2015 will be applicable.

8. Concession to MSMEs of State:

The State Government has notified "Haryana State Public Procurement Policy for MSME - 2016" which will be applicable in respect of concessions to Haryana based MSMEs and KVIs. For claiming the relevant concession/s like Tender Fee, Earnest Money Deposit (EMD), Turnover, Exemption in respect of Past Performance & Experience, Purchase Preference and Performance Security, the bidders are required to submit the documentary proof from Government authorities showing that they come under Haryana based manufacturing MSME/KVI units as the case may be e.g. *Entrepreneurs Memoranda in Haryana in bidder's name and further subject to fulfilment of eligibility criteria as provided in the said Policy of 2016.

***Note:-** To claim the concessions/benefits under the above policy, the bidder is required to submit SSI Certificate/Manufacturing Entrepreneurs Memorandum (part-II) issued by the Industries Department Haryana in respect of the quoted item / Udhog Aadhaar Memorandum (UAM)/Udhyaam Registration of Haryana based manufacturing enterprises in respect of the quoted item (*Ref. Industries & Commerce Department Haryana Memo No.TS/DS&D/11389-A Dated 03.07.2018*) and further subject to fulfilment of eligibility criteria as provided in the said Policy of 2016 and amendments from time to time

9. Concession/benefits to Startups/First Generation Entrepreneurs of State:

The State Government has notified "Concession/benefits in Public Procurement to Startups/First Generation Entrepreneurs of State" which will be applicable in respect of concessions to Startups/First Generation Entrepreneurs of State. For claiming the relevant concession/s like Tender Fee, Earnest Money Deposit (EMD), Turnover, Exemption in respect of Past Performance & Experience, Purchase Preference and Performance Security, the bidders are required to submit the documentary proof as per the said policy.

- 10.** In case of evidence of cartel formation by the bidder(s), the EMD is liable to be forfeited along with other actions as are permissible to Government like filing complaints with the Competition Commission of India and/ or other appropriate forums.

11. Purchase Preferences for approved Sources

The DSYA Haryana, reserves the right to allow purchase preference to the approved sources, including Central or Haryana State Public Sector Undertakings/Enterprises, provided that such approved source takes part in the bidding process and the quoted prices of the approved source is within 10% of the lowest acceptable price, other things being equal. However, such purchase preference would be available to the approved source only at the lowest acceptable price.

- 12. Preference to Make in India:** - The public procurement in the State in reference to

“Preference to make in India” shall be governed by Govt. Order No.02/08/2020-4IB-II dated 18.11.2020 or as amended from time to time in this regard)

- 13. Restriction in Public procurement from bidders of certain Countries:** - The restriction on procurement from bidders from a Country or Countries on grounds of Defense of India or matters directly or indirectly related thereto including National Security shall be governed by Govt. Order No.02/09/2020-4IB-II dated 10.12.2020 or as amended from time to time in this regard).

14. Penalty clause for rejected samples/ material offered by the Bidder:

In case, the material offered for inspection by the firm fails to meet the specifications stipulated in NIT/Order/Contract and the samples are rejected by the Inspecting Committee, the Indenting Department will have the right to levy a penalty at 0.1% of the total order value. In case, the material offered for inspection fails during the 2nd inspection also, the Indenting Department will have the right to increase the penalty to 0.25% of the total order value. In case, the material offered fails during the 3rd and final inspection also, the firm will be liable for penal action including forfeiture of security, risk purchase, debarring/ blacklisting in future, and no further opportunity for inspection would be provided to the supplier firm.

15. Grievance Redressal Mechanism for dealing with the representations/ complaints/ letters of the participating bidders/ firms:

A time bound Grievance Redressal Mechanism for dealing with the representations/ complaints/ letters of the participating bidders/ firms in the tendering process in the State Public Procurement will be governed by State Government Policy. All the bidders/ firms who want to make any representation/ complaint against any issue related to their technical scrutiny of the bids may do the same within 5 working days (up to 05:00 P.M. of the Fifth Working day) of the date of issue of letter/ intimation regarding their **As per NIT/ Not as per NIT status**. They have to ensure that their communication is delivered/ reached within 5 working days and delay in postal will not be counted as a valid reason. No representation/ complaint in whatsoever manner from the bidders/ firms will be entertained after the opening of Financial Bid.

- 16. Blacklisting:** - The firm should not be blacklisted/debarred either in Government Departments/Agencies in State of Haryana or Central Government Departments/Agencies etc. as on the date of submission of the bid in the present tender. Declaration for the same should be submitted as per the enclosed Annexure- 'D'.

17. Arbitration Clause

In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Supplier, which has not been settled amicably, any party can refer the dispute for Arbitration under The Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Supplier, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Principal Secretary to Government of Haryana, Department of Sports & Youth Affairs, Chandigarh. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

Arbitration proceedings shall be held in India at Panchkula, Haryana and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

18. Jurisdiction

All disputes will be settled within the jurisdiction of the Head Quarters of Director, DSYA, Haryana at Panchkula.

E. OTHER TERMS AND CONDITIONS

1. The firms are required to mention bifurcation of their rates showing the detail of Basic Rates, GST, Duties etc. in their bid. In case, the supplies are delayed by the firm beyond the stipulated delivery period & there has been any upward revision in the rates of GST/ Duties ON THE CONTRACTED ITEM, no such increase will be allowed. However, if there has been any reduction in GST/Duties, the same will be availed. No variation in GST/ Duties on raw material will be applicable.
2. All documents to be submitted by the tenderers with their offer should be self-attested in case the same are copies of original documents.
3. The Earnest money of the tenderers will be forfeited to Govt. account and blacklisting/ debarring besides other penal action, if they withdraw their offer/ rates or modify the terms & conditions of the same at any time during the validity of their offer before acceptance.
4. The authorized dealer should submit authority letter of their manufacturer, to quote the rates on their behalf failing which tender is liable to be rejected.
5. When manufacturer as well as its dealer/s both quote the rates in the same purchase case, then for the purpose of distribution of order, they will be considered as one offer & the order/rate contract will be placed on that firm only which has quoted lower rates among such offers & the offer is as per NIT.
6. The Bid i.e. Technical Bid as well as Financial Bid is to be submitted online on web portal <https://etenders.hry.nic.in/nicgep/app>. The Technical Bids uploaded on the portal should have proper indexing and page numbering on all the documents forming the Technical bid. Any supporting documents if required is to be submitted in online mode along with their Technical Bids by due date and time. Physical copies of Technical Bids are required to be submitted at the specified address.
7. The Financial bid/s of only those bidders/ items will be opened who qualify on the basis of their Technical Bids and wherever required approval of samples. The date & time of opening of the Financial bids will be intimated in the due course. The financial must be submitted in the bidder's letter head with seal and sign.
8. The offer without prescribed Earnest Money, Tender Fee & E-Service fee is liable to be summarily rejected. The deficiency in the remaining documents and tender requirement can be made subject to the decision by DSYA, Panchkula, Haryana
9. The quantity of Stores can be increased or decreased.
10. Notwithstanding anything contained in the Tender, DSYA reserves the right to accept or reject any Bid, and to cancel the bid process and reject the Tender, at any time, without thereby incurring any liability to the affected Bidder or Bidders and without any obligation to inform the participating/affected Bidder (s) the reason for such decision.

Annexure-'A'

Technical Bid format/Index for the Technical Bid documents

Sr. No.	Name of the document	Status of submission (Yes/ No)	Page Number as per numbering given to the technical bid documents uploaded on the portal
1	All the documents submitted by the bidder as part of its Technical Bid are attested by the signing authority of the bidder.	Yes/ No	
2	An undertaking by the bidding firm in reference to acceptance of all the terms & conditions and specifications.	Yes/ No	
3	Bidder should submit documents as per condition No. C (1) of the NIT.	Yes/No	
4	In respect of condition no. D (16) of the NIT Affidavit on Non-Judicial Stamp Paper duly certified by the Notary stating that the firm [name of the Firm] has never been blacklisted/debarred either in Government Department/Agencies in State of Haryana or Central Government Department/Agencies etc. as on the date of submission of the bid in the present tender. Please refer Annexure- 'D' of the NIT.	Yes/ No	
5	In respect of condition No. C (2) of the NIT Average annual turnover of the Bidder from sale of sports apparel and equipment/items in the last 3 years i.e. 2017-18, 2018-19 and 2019-20 must be at least 01 Crore. Bidder is required to submit valid Turnover Certificate for last 3 Financial Years duly certified by CA as per the enclosed Annexure- 'E' of the NIT.	Yes/ No	
6	Bidder should submit documents as per condition No. C (3) of the NIT.	Yes/ No	
7	Bidder should submit documents as per condition No. C (4) of the NIT.	Yes/ No	
8	Bidder should submit all the required details as per Condition as at Sr. No. C (6) of the NIT.	Yes/ No	
9	Bidder should submit certificate as per condition No. C (7) of the NIT.	Yes/ No	
10	Bidder should submit the warranty certificate as per condition No. C (8) of the NIT.	Yes/ No	
11	Bidder should submit certificate as per condition No. C (9) of the NIT.	Yes/ No	
12	In respect of Condition as at Sr. No. C (10) of the NIT-the bidder is required to submit certificate that the technical specification of the sports equipment used in competitions should be as per rule of the International / National Federation/Association of concerned disciplines.	Yes/ No	
13	Bidder should submit self-attested declaration on Rs. 100/- stamp paper as per Condition as at Sr. No. C (12) of the NIT.	Yes/ No	

14	In respect of Condition as at Sr. No. C (13) of the NIT- The bidder must submit information with supporting documents as specified in Annexure-III .	Yes/ No	
15	Bidder should submit undertaking as per condition No. C (22) of the NIT.	Yes/ No	
16	Bidder should provide Copy of valid GST Registration Certificate.	Yes/ No	
17	Acceptance of Delivery Period as per NIT.	Yes/ No	
18	Acceptance of Payment terms as per NIT.	Yes/ No	
19	All uploaded documents are properly numbered and in sequence.	Yes/ No	
20	Tender submission letter submitted	Yes/No	
21	PDF Catalogue as per Annexure II	Yes /No	

Important: -* In case the Technical Documents are uploaded on the portal without proper page numbering, the Tendering Department will be within its right to cancel the bid of the said firm.

Annexure-'B'

Tender Submission Letter

To

CEO, Khelo India Youth Games,
Department of Sports & Youth Affairs (DSYA),
Government of Haryana
Tau Devi Lal Sports Complex, Sector 3,
Panchkula, Haryana – 134109

Sub: 'Supply & Installation of Basketball Sports Equipment for Khelo India Youth Games Haryana-2021'

Ref: RFP No.

I/ We, the undersigned, offer to provide the above services to DSYA. We are hereby submitting our bid, in a sealed envelope.

I/We, hereby declare that:

- (a) We are enclosing and submitting herewith our Bid, with the details as per the requirements of the tender, for your evaluation and consideration.
- (b) I/We have read carefully the terms and conditions of the tender document attached hereto and hereby agree to abide by the said terms and conditions.
- (c) The bid is unconditional.
- (d) I/We undertake that documents submitted are genuine/authentic and nothing material has been concealed. I/We understand that the contract is liable to be cancelled, if it is found to be having obtained, through fraudulent means/concealment of information.
- (e) We shall make available to the DSYA any additional information it may find necessary or require to clarify, supplement or authenticate the Bid.
- (f) Until a formal agreement is prepared and executed, acceptance of this tender document shall constitute a binding contract between DSYA and us subject to the modifications, as may be mutually agreed to, between DSYA and us.
- (g) We agree to keep this bid valid for acceptance for a period of ninety (90) days from the date of opening the bid.

We understand that the DSYA is not bound to accept any tender that the DSYA receives.

Yours faithfully,

Authorised Signatory
(with Name, Designation, Contact no. and Seal)
Note: On the Letterhead of the Bidder.

Annexure-‘C’

MAF (Manufacturer Authorization Form)

Date:

Ref Number:

To

CEO, Khelo India Youth Games,
Department of Sports & Youth Affairs,
Govt. of Haryana,
Tau Devi Lal Sports Complex, Sector 3,
Panchkula, Haryana - 134109

Sub: ‘Supply & Installation of Basketball Sports Equipment for Khelo India Youth Games-2021, Haryana’

Ref: RFP No.

Dear Sir,

We authorize M/s, to offer their quotation, negotiate and conclude the contract with you against the above invitation for offer.

We hereby extend our full guarantee and warranty as per terms and conditions of the and/or the contract for the equipment and services offered against this invitation for offer by the M/s, **<Full address>**. We hereby commit to the terms and conditions and will not withdraw our commitments during the process and/or the period of contract. As OEM, if the successful bidder is unable to perform services as per contract, OEM shall offer maintenance services or designate another agency as per /contract for equipment offered and shall be responsible for execution of contract and shall be eligible to receive payments as per payment schedule

Yours Faithfully,
(Signature of the Bidder)

Name
Designation
Seal
Date:
Business Address:

Annexure-'D'

Performa for Affidavit

(on non-judicial stamp paper of Rs. 100/-)

I _____ Proprietor/Director/Partner of the firm M/s._____ do hereby solemnly affirm that our firm M/s._____ has never been blacklisted/debarred either in Government Departments/Agencies in State of Haryana or Central Government Departments/Agencies etc. as on the date of submission of the bid in the present tender.

.....
Name of the Bidder

.....
Signature of the Authorised Signatory

.....
Name of the Authorised Signatory

Place: _____

Date: _____

Annexure-‘E’

Format for Financial Capacity

Financial Year	Annual Turnover
2017-18	
2018-19	
2019-20	

Note: All figures quoted above shall be substantiated by attaching the copy of Audited Annual Reports or a certificate from a Chartered Accountant.

ANNEXURE- 'I'**ITEM WISE DETAILED SPECIFICATIONS & QUANTITY****Sports Discipline: Basketball**

Sr No	Item Description	Item Specification	Required Brand	Quantity
1	Basketball Up right (movable and height adjustable) with electronic game clock and 24 second shot clock.	30mm Transparent Acrylic Back Board with international standard Double die made frame Aluminium Anodized / Steel Power coated with Built in Brackets for mounting, Dunking Rings with three springs mechanism 3.2 meters projections from the base pole special no harm floor polish wheels height adjustable with State-of-the-art easy operation technology. All system based on "Shield" Belgium Pattern indigenously made with the help of Best Material. Up right should be fully cover with Cushion for player safety; approved by BFI;	Rido/ Nivia/ Stag	2
2	Table Equipment – foul card for players, for team foul Alternating position arrow Red Flag	Material: Fiber; Player Foul Marker: size 200 mm x 100 mm (01 to 04 no. in Black Colour & 05 in Red Colour printed on both sides); approved by BFI, Team Foul Marker: Fiber, 350 mm height x 200 mm width (01 to 04 no. in Black Colour & 05 in Red Colour printed on both sides); approved by BFI,	Rido/Nivia/ Stag	2
3	Electronic Buzzer two separate sound one for game clock one for shot clock (For Table)	Approved by BFI	CASIO/Racer /Omega/Rido	3
4	Marking Tapes (White Color 30M each Roll)	Material: Plastic, width 5.00 cm x 30 meter	Any Brand	30
5	Manual Score Board	4ft by 3ft board with Plastic flip number and light weight rustfree metal stand approx 4 feet of height;	Any Brand	2

Note: Bidders are requested to quote exactly the required specifications and brands which are mentioned above. Quoted items other than the above-mentioned specifications and brands will not be considered.

ANNEXURE- 'II'

COMPLIANCE STATEMENT:

Sports Discipline: Basketball

Sr No	Item Description	Compliance Specifications (Yes/No)	Offer Brand (Make/Model)	Remarks (If Any)
1	Basketball Up right (movable and height adjustable) with electronic game clock and 24 second shot clock.			
2	Table Equipment –foul card for players, for team foul Alternating position arrow Red Flag			
3	Electronic Buzzer two separate sound one for game clock one for shot clock (For Table)			
4	Marking Tapes (White Color 30M each Roll)			
5	Manual Score Board			

Annexure-'III'

Information on Bidder's Organisation

S.No.	Particulars	Details
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Incorporation status of the Bidder (Company or Firm) (Relevant Certificate to be submitted in Technical Bid)	
4.	Year of Establishment	
5.	Valid GST Registration No. (Copy of certificate to be submitted)	
6.	Permanent Account No. (PAN) (Copy of PAN Card to be submitted)	
7.	Name and Designation of the contact person to whom all references shall be made regarding this Bid	
8.	Telephone No. (with STD Code)	
9.	E-mail id of the Contact Person	
10.	Fax No. (with STD Code)	
11.	Website (if any)	

.....

Name of the Bidder

.....

Signature of the Authorised Signatory

.....

Name of the Authorised Signatory

Place: _____

Date: _____

Note: Please attach relevant documents like Power of Attorney, Certificate of Incorporation, GSTIN, TAN, PAN.