

# **SPORTS KERALA FOUNDATION**

(Government of Kerala Undertaking)



e-TENDER No. 02/SKF/CE/2023-24

**GOAL- Grassroot Training Programme in Football - Purchase of Equipments for Selection Process and Training**

## **TENDER DOCUMENT**

Sports Kerala Foundation, Jimmy George Indoor Stadium,  
Vellayambalam, Thiruvananthapuram- Pin 695 033, Kerala State.

Phone/Fax No: 0471 2302287

email: [sportskeralafoundation@gmail.com](mailto:sportskeralafoundation@gmail.com)

## NOTICE INVITING TENDER (e-GP)

### SPORTS KERALA FOUNDATION (Government of Kerala Undertaking)



Sports Kerala Foundation  
Jimmy George Indoor Stadium, Vellayambalam  
Thiruvananthapuram

No: C4-15/23/SKF

Dated: 05.04.2023

### e-Government Procurement (e-GP) NOTICE INVITING TENDERe-TENDER No. 02/SKF/CE/2023-24

The **Chief Engineer**, Sports Kerala Foundation, Jimmy George Indoor Stadium, Vellayambalam, Thiruvananthapuram for and on behalf of the Managing Director & CEO, Sports Kerala Foundation invites online bids for the supply detailed below from the Registered Manufacturer/ Distributor/ Dealer/firms/organizations either single or Joint Venture from India or abroad in the field of following.

1	Name of Work	GOAL- Grassroot Training Programme in Football - Purchase of Equipments for Selection Process and Training
2	Location of Work	All over Kerala (one centre in each LA constituency)
4	Brief description of work	Supply of Football equipments
5	Bidding procedure	Single Cover System
6	PAC	Rs. 84,19,748/- (excluding GST)
7	Bid Security	Rs. 50,000/-
8	Bid submission fee(tender fee)	Rs. 2500/- + 18% GST
10	Period of completion	4 month
11	Last date and time for submission of bids	17.04.2023, 03.00 pm
12	Date and time of opening of bid	19.04.2023, 04.00 pm

Bid documents including the Bill of Quantities (BoQ) can be downloaded free of cost from the e- Government Procurement (e-GP) Website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). All bid documents are to be submitted online only and in the designated cover(s)/ envelope(s) on the e-GP website. Tenders/ bids shall be accepted only through online mode on the e-GP website and no manual submission of the same shall be entertained. Late tenders will not be accepted. A bid submission fee shall be remitted online during the time of bid submission.

The financial bids shall be opened online at **4.00 pm on 19.04.2023** at the office of the Sports Kerala Foundation, Jimmy George Indoor Stadium, Vellayambalam, Thiruvananthapuram in the presence of the Bidders / their authorized representatives who wish to attend at the above address. If the tender opening date happens to be on a holiday or nonworking day due to any other valid reason, the tender opening process will be done on the next working day at same time and place.

Online Tenders/ bids are to be accompanied with a preliminary agreement prepared a plain paper and a scanned copy of preliminary agreement duly filled and signed by the bidder to be uploaded in the e tender portal while submitting the bid. Tenders/ bids received online without the details mentioned in clause 1.9 of Section-I Instructions to the Bidders will not be considered and shall be summarily rejected.

More details can be had from the NIT or Office of the Chief Engineer, Sports Kerala Foundation, Jimmy George Indoor Stadium, Vellayambalam, Thiruvananthapuram during working hours.

All other existing conditions related to bidding in force in the **Kerala Store Purchase Department (Store Purchase Manual), Kerala Public Works departmental Manual and CPWD manual** relevant clause will be applicable in this tender also unless expressly defined in the bidding document. The Tender Inviting Authority/Employer shall not be responsible for any failure, malfunction or

breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.

Details required for e-payment (Details of bank account having core banking facility and email address of the contractor) shall be furnished along with the tender. Tenders not accompanied by these details will be rejected. All subsequent Government orders connected to tenders and any revision in the rates of taxes would also be applicable to this tender.

The Chief Engineer, Sports Kerala Foundation, Jimmy George Indoor Stadium, Vellayambalam, Thiruvananthapuram reserves the right to accept or reject any or all tenders without assigning any reason thereof.

Chief Engineer,  
Sports Kerala Foundation,  
Jimmy George Indoor Stadium,  
Vellayambalam, Thiruvananthapuram  
(For and on behalf of Managing Director  
& CEO, Sports Kerala Foundation)

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## **1 Section II: Instruction to Bidders**

### **1.1 Instruction to Bidders – Important points while making online paymentfor e-Tenders**

A). Online Bidder registration process:

- a. Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on [www.cca.gov.in](http://www.cca.gov.in). Once, the DSC is obtained, bidders have to register on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.
- b. Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-2577088/188/388 or 0484-2336006, 2332262 or 0497-2764788, 2764188 or 0483-273294 or through email: [etendershelp@kerala.gov.in](mailto:etendershelp@kerala.gov.in) or [helpetender@gmail.com](mailto:helpetender@gmail.com) for assistance in this regard.

**Online Payment modes: The tender document fees and EMD can be paid in the following manner through e-Payment facility provided by the e-Procurement system:**

- i. **State Bank of India (SBI) Internet Banking:** If a bidder has a SBI internet banking account, then, during the online bid submission process, bidder shall select SBI option and then select Internet banking option. The e-Procurement system will re-direct the bidder to SBI's internet banking page where he can enter his internet banking credentials and transfer the tender document and EMD amount.

Any transaction charges levied while using any of the above modes of online payment has be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing "Success" during bid opening.

## 1.2 Notice Inviting Bids

A. The **Chief Engineer**, Sports Kerala Foundation, Jimmy George Indoor Stadium, Vellayambalam, Thiruvananthapuram for and on behalf of the Managing Director & CEO, Sports Kerala Foundation invites online bids for the supply detailed below from the Registered Manufacturer/ Distributor/ Dealer/firms/organizations either single or Joint Venture from India or abroad in the field of following.

B. Key Dates

No	Events	Details
1	Commencement of issuance of Tender document online	05.04.2023
2	Last date for Submission of Bid	03:00 pm, 17.04.2023
3	Date and Time for Opening of Financial Bid	04:00 pm, 19.04.2023

C. Document Fee and Earnest Money Deposit

The Bidder is required to submit Document Fee and Earnest Money Deposit (EMD) as per the following table:

Tender Document Fee	Rs. 500/- +18 % GST (Indian Rupees Five Hundred Only) (online payment)
Earnest Money Deposit	Rs. 50,000/- (Indian Rupees fifty Thousand Only) (online payment)

D. Interested parties may download the tender from the website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). The Document Fee, as mentioned in this section, shall be remitted through online payment mechanism for e-procurement system of Govt. of Kerala through Online banking.

All bid/tender documents are to be submitted online only and in the designated cover(s)/envelope(s) on the e-GP website,

<http://etenders.kerala.gov.in>. Tenders/bids shall be accepted only through online mode on the e-GP website and no manual submission of the same shall be entertained.

The bidders are requested to go through in detail, the instruction to the bidders in the website <http://etenders.kerala.gov.in>. The bidders who submit their bids for this tender with their digital signature, using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed to the terms and conditions in the website including the terms and conditions of this tender.

Bill of Quantities (BoQ) files other than those downloaded against the Tender will not be considered.

For Critical date and time of Tenders, the Server Date & Time as appearing on the website <http://etenders.kerala.gov.in> will be considered. Offers sent through post, fax, telex, e-mail, courier and tenders submitted after the deadline of submission will not be considered. Sports Kerala Foundation shall not be responsible for any delays reasons whatsoever in receiving as well as submitting offers, including connectivity issues.

For any clarification regarding this e-tendering system, you may contact the e-Procurement Help desk of Kerala State IT Mission in the following address on all working days from 10:30 am to 5:30pm.

Basement floor of Pension Treasury Building,  
Uppalam Road, Statue, Thiruvananthapuram.  
Phone 0471-2577088, 2577188.

Bidders are advised to visit the “Downloads” sections in the e-Procurement website (<http://etenders.kerala.gov.in>) for detailed instructions on modalities of online payment using internet banking facility of SBI .

- E. The Chief Engineer, Sports Kerala Foundation reserves the right to accept or reject any or all Bids without assigning any reasons thereof. No Bidder shall have any cause of action or claim against the Chief Engineer, Sports Kerala Foundation for rejection of his Bid.



### 1.3 Pre-Qualification Criteria for Participation

- 1 The Bidder must be a reputed Manufacturer/ Distributor/Dealer/firms/ organizations for the Supply of Sports Equipments with prior experience of having manufactured/ Supply of sports equipments.
- 2 The tenderer or manufacturer of the equipment offered should be in the business of the supply of same / similar equipment for the last Five calendar years with in the country. Documentary proof shall be submitted.
- 3 The bidder shall submit experience details in the supply of Sports Equipments in the government/public sector/universities or reputed organization in India.
- 4 The bidder must comply with the statutory requirement, such as registration with PAN, TIN/TAN & GST etc. and shall submit proofs thereof.
- 5 The quoted Sports equipments should be approved/licensed/preferred by the ISI/ISO certification.

OR

used in the National/Regional institutions under any of the government/public sector/universities or reputed organization in India.

After the submission of bid online in the e-tenders portal, the hard copies of the Pre-Qualification requirements are to be submitted to the Tender Inviting Authority before the opening date of the bid by Speed Post/Registered Post/Courier.

#### ***Pre-Bid Conference***

- a. The Chief Engineer, Sports Kerala Foundation shall hold a Pre-Bid Conference on the request of bidders **if needed** at Sports Kerala Foundation Conference Hall, Thiruvananthapuram to discuss the details related to the works with the Applicants.
- b. Prior to the Pre-Bid Conference, the Applicants may submit a list of queries, comments, if any and submit the same to Sports Kerala Foundation.

- c. Sports Kerala Foundation, at its discretion, may respond to queries after the Pre-Bid Conference and such response(s) shall be posted on the Kerala Government website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) as identified above.
- d. Attendance of the Applicants at the Pre-Bid conference is not mandatory.

#### ***1.4 Clarifications on Tender***

- a. All prospective bidders requiring any clarification with regards to this TENDER document may notify Sports Kerala Foundation in writing, by email/tele-fax/mail at mailing address [sportskeralafoundation@gmail.com](mailto:sportskeralafoundation@gmail.com). Sports Kerala Foundation will respond in writing to any request for clarification which is received prior to the Pre-Bid Conference. Sports Kerala Foundation may not respond to any request for clarification to queries on this Document, received later than the date specified.
- b. The reply to the queries of various bidders in the Pre-Bid Conference would be put up on the website of the Kerala Government website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) and if required, appropriate corrigendum to this TENDER document would also be put up on the website.
- c. Such corrigendum/Corrigenda, if issued, would form part of this TENDER and Bidders would be advised to prepare their proposals in accordance with the TENDER and the corrigendum/Corrigenda.

#### ***1.5 Amendment to TENDER Document***

At any time prior to the last date for the issuance of corrigendum as mentioned in this TENDER, Sports Kerala Foundation may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidders, modify the TENDER Document by a Corrigendum/Corrigenda. Such Corrigenda, if any, shall be uploaded in the website of [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)

#### ***1.6 TENDER Document Fees***

- a. TENDER can be downloaded from the website <http://etenders.kerala.gov.in>.  
The document fee specified in Clause 1.2 (C) shall be remitted through online payment mechanism for e-procurement system of Govt. of Kerala through Online banking.
- a. Bidders should remit the Document Fee using the online payment options of e-Procurement system only. Bidders are advised to visit the “Downloads” sections in the e-Procurement website (<http://etenders.kerala.gov.in>) for detailed instructions on modalities of online payment using internet banking facility of SBI. Sports Kerala Foundation/KSITM/NIC/SBI shall not be responsible for any kind of delay in payment status confirmation.

### ***1.7 Bidder's Responsibility***

- a. The Bidder is solely responsible for the details of his Bid and the preparation of Bids.
- b. The Bidder is expected to examine carefully all the contents of TENDER document, including instructions, conditions, forms, and terms etc and take them fully into account before submitting his offer. Bids, which do not satisfy all the requirements, as detailed in these documents, are liable to be rejected as being unresponsive.
- c. Those Bids which does not conform to the terms and conditions of this TENDER will not be considered for Financial Evaluation and shall be summarily rejected.
- d. The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Authority will in no case be responsible and liable for these costs.

### ***1.8 Documents Comprising the Bid***

- a. All bid/tender documents are to be submitted online only and in the designated cover(s)/envelope(s) on the e-GP website, <http://etenders.kerala.gov.in>. Tenders/bids shall be accepted only through

online mode on the e-GP website and no manual submission of the same shall be entertained.

### **Part 1- Financial Package**

The Part 1, the “**Financial Package**” should be submitted as per the BoQ downloaded against this tender. Bill of Quantities (BoQ) files other than those downloaded against the Tender will not be considered. Sports Kerala Foundation reserves the right to reject conditional bids.

#### ***1.9 Bid Prices***

- b. The Bidders should quote only in Indian Rupees. The rate to be including customs duty for imported materials, necessary certificate will be issued by the authority for exemption of customs duty for import of sports goods if needed.
- c. Prices quoted in the Bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, Sports Kerala Foundation reserves the right to negotiate the prices quoted in the Bid to effect downward modification before award of Contract to the responsive Bidder.
- d. The Contract shall be for the Scope of Supply and installation as mentioned in Section V of this TENDER, inclusive of all duties and taxes as may be applicable. The Bidders shall quote their financial bids for the entire scope of work as mentioned in the TENDER without any additions, alterations and conditions. The Contract Price quoted by the Bidders should include all costs associated with the Supply and installation, including any out of pocket / mobilization expenses, packing/unpacking charges, freight, loading/unloading charges, transit insurance, duties, taxes, charges, levies, cess, excluding GST, etc. **The GST amount shall be entered into the column specified in the BOQ.**
- e. All duties, taxes excluding GST and other levies payable by the contractor under the contract, or for any other cause, shall be included in the total bid price submitted by the bidder. The rates and prices except in so far as it is otherwise provided under the contract, include all constructional plant,

labour, supervision, materials, erection, maintenance etc. together with all general risks, liabilities and obligations set out or implied in the contract. The bidder is responsible for obtaining custom duty exemption if any for the specialized works/sports flooring /surface. The bidder has to obtain all forms, documents, Govt. directive as regards to custom duty exemption and duly fill the same on his own risk and cost. The Sports Kerala Foundation will assist the bidder by stamping and signing the custom duty exemption documents. The further follow up with custom duty exemption is the responsibility of the bidder and SPORTS KERALA FOUNDATION shall not be held responsible for the correctness of the document prepared by the bidder and delay if any on this account shall not be attributed to the SPORTS KERALA FOUNDATION and the consequence thereof. All the expenses towards this follow up will be borne by the bidder. Similarly all port charges, levies, excise, port clearance charges etc as required will be borne by the bidder. The price quoted by the bidder is inclusive of custom duty but all other taxes excluding GST, service tax, duties etc as applicable are deemed to be included an item of the BOQ is presumed to be all inclusive delivered to site basis. **The GST amount shall be entered into the column specified in the BOQ.**

- f. The Financial Bid format uploaded as BoQ downloaded from e tender website, contains the following elements:
- g. Conditional Bids will be summarily rejected
- h. Proposal Preparation and Submission Costs

#### ***1.10 Proposal Preparation and Submission Costs***

The Bidder shall bear all costs associated with the preparation and submission of the Proposal. Sports Kerala Foundation shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

#### ***1.11 Language of Bid***

The Bid and all related correspondence and documents relating to the Project shall be in English language. Any material that is submitted in a language other than English and which is not accompanied by an accurate certified English

translation will not be considered.

### ***1.12 Currency of Bid***

For Bids submitted from within India, prices shall be quoted in Indian Rupees.

### ***1.13 Earnest Money Deposit (EMD)/ Bid Security***

- a. The Bidder shall furnish, as part of its Bid, a refundable EMD for the amount specified in Clause 1.2 (C). The EMD/Bid Security shall be remitted using online payment mechanism for e-procurement system of Govt. of Kerala <http://etenders.kerala.gov.in> through Online banking.
- b. Bidders should remit the EMD using the online payment options of e-Procurement system only. Bidders are advised to visit the “Downloads” sections in the e-Procurement website (<http://etenders.kerala.gov.in>) for detailed instructions on modalities of online payment using internet banking facility of SBI. Sports Kerala Foundation /KSITM/NIC/SBI shall not be responsible for any kind of delay in payment status confirmation.
- c. In case of inadequacy or non-submission of prescribed EMD/Bid Security along with the Bid, the Bid shall be deemed to be non-responsive and will be disqualified and summarily rejected.
- d. Unsuccessful Bidders’ EMD will be refunded without interest after the award of the Contract to the Successful Bidder. The Successful Bidder EMD will be refunded without interest upon the Successful Bidder deposit the required Performance Bank Guarantee.
- e. Waiving of Bid Security- In respect of organizations, which are exempted by Government to that effect. In this case, the bidder shall produce copy of Government order showing exception in remittance of bid security while participating in the tender process. Valid NSIC holders are exempted from furnishing Bid security and the proof of the valid NSIC to be uploaded.
- f. The EMD shall be forfeited under the following circumstances:
  - i. If a Bidder withdraws his bid or increases the quoted prices during the period of bid validity, or its extended period; or
  - ii. In the case of a Successful Bidder, if she/he fails within the specified time limit to:

- (a) Sign the Contract Agreement or,
- (b) Furnish the required Performance Security Bank Guarantee.

#### ***1.14 Bid Validity***

- a. Bids shall be valid for a period 90 days from the opening of Bids or the extended date thereof. Sports Kerala Foundation reserves the right to reject any Bid, which does not meet this requirement. On completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws his proposal. Prior to the expiry of the original Bid Validity Period, Sports Kerala Foundation may, at its discretion, request Bidders to extend the Bid Validity Period for a specified additional period. In such cases, the validity of EMD shall also be suitably extended.
- b. In exceptional circumstances, at its discretion, Sports Kerala Foundation may solicit the Bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing (or by fax or email). A Bidder accepting the request and granting the sought out extension will not be permitted to modify or withdraw his bid.

#### ***1.15 Submission of Bids***

- a. A document fee for the amount specified in Clause 1.2(C) shall be remitted through online payment mechanism for e-procurement system of Govt. of Kerala through Online banking.
- b. All bid/tender documents are to be submitted online only (except hard copy of pre-qualification requirement) and in the designated cover(s)/ envelope(s) on the e-GP website, <http://etenders.kerala.gov.in>. Tenders/bids shall be accepted only through online mode on the e-GP website and no manual submission of the same shall be entertained.
- c. The bidders are requested to go through in detail, the instruction to the bidders in the website <http://etenders.kerala.gov.in>. The bidders who submit their bids for this tender with their digital signature, using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed to the terms and conditions in the website including the terms and conditions of this tender.
- d. BoQ files other than downloaded against the Tender will not be considered.

- e. For Critical date and time of Tenders, the Server Date & Time as appearing on the website <http://etenders.kerala.gov.in> will be considered. Offers sent through post, fax, telex, e-mail, courier and tenders submitted after the deadline of submission will not be considered.
- f. Bidders should remit the EMD using the online payment options of e-Procurement system only.
- g. Bidders are advised to visit the “Downloads” sections in the e-Procurement website (<http://etenders.kerala.gov.in>) for detailed instructions on modalities of online payment using internet banking facility of SBI. Sports Kerala Foundation /KSITM/NIC/SBI shall not be responsible for any kind of delay in payment status confirmation
- h. Sports Kerala Foundation shall not be responsible for any delays reasons whatsoever in receiving as well as submitting offers, including connectivity issues.
- i. For any clarifications regarding this e-tendering system, you may contact the e-Procurement Help desk of Kerala State IT Mission in the following address on all working days from 10:30 am to 5:30pm.

Basement floor of Pension Treasury Building,  
Uppalam Road, Statue,  
Thiruvananthapuram.  
Phone 0471-2577088, 2577188.

- j. Bids shall be addressed to:

The Chief Engineer  
Sports Kerala Foundation  
Jimmy George Indoor Stadium, Vellayambalam, Thiruvananthapuram  
Kerala, PIN: 695033  
**Email:** [sportskeralafoundation@gmail.com](mailto:sportskeralafoundation@gmail.com)  
**Telephone: 0471-2302287, +919020889989**

#### ***1.16 Due Date of Bid Submission***

- a. Bids should be received by the Sports Kerala Foundation on or before the stipulated date and time referred to in clause 1.2 (B).
- b. Sports Kerala Foundation may, at their discretion, extend the target dates mentioned in clause 1.2(B), in which case all rights and obligations of



Sports Kerala Foundation and the Bidder shall thereafter be subject to the new deadline as extended. If such nominated date for submission of Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the date for submission of Bid.

***1.17 Late Bids***

- a. Any Bid received after the deadline prescribed in clause 1.2 (B) or after an extended target date so intimated by the Authority, will not be considered and will be returned unopened to the Bidder.
- b. No further correspondence on this subject will be entertained.

***1.18 Authentication of Bid Signatory***

- a. Bidders shall submit a Power of Attorney, duly notarized and on a stamp paper of an appropriate value, in favour of the signatory of the Bid. Bidders may use the Format given under Annexure 5 or any other standard format as approved by the bidder's Board of Directors.
- b. All certificates and documents (including any clarifications sought and any subsequent correspondences) received by Sports Kerala Foundation from the Bidder, shall be furnished and signed by the said signatory of the Bid.

***1.19 Opening of Bids***

- a. The Technical Bids shall be opened online on the date and time specified in clause 1.2 (B) in the presence of Bidders or their authorized representatives who may choose to attend. The venue for the opening of Bids will be at the office of Sports Kerala Foundation. If such nominated date is subsequently declared as a public holiday, the next official working day shall be deemed as the date of opening of the Bid.
- b. Once opened a Bid shall be checked to see if it contains all the items mentioned in BOQ. Following the evaluation of responsiveness, the Technical Evaluation shall be carried out. The financial packages of all responsive Bids will be opened online after the technical evaluation as per the procedure mentioned in the TENDER document, in the presence of qualified bidders, who will be intimated.

### ***1.20 Clarification of Proposals***

Bidders shall not be allowed to submit any additional information or material subsequent to the date of submission of Bid. Any such information submitted after the submission date will be disregarded. However, Evaluation Committee, if it so desires, reserves the right to seek any clarification from the Bidders on the information provided in the Bid. The request for clarifications and the response shall be in writing, or by e-mail.

### ***1.21 Process to be Confidential***

- a. Except the public opening of the Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.
- b. Any effort by a Bidder to influence Sports Kerala Foundation in the process of examination, clarification, evaluation and comparison of Bids and in decisions concerning award of Contract, shall result in the rejection of the Bid.

### ***1.22 Notification of Award***

- a. Sports Kerala Foundation will issue the Letter of Award to the Successful Bidder, notifying him of being selected as the Successful Bidder and the intent to sign the Contract Agreement with him. No correspondences from the unsuccessful Bidder shall be entertained.
- b. The Letter of Award shall constitute a part of the Bid.
- c. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, or submit the performance security or enter into agreement with the Agreement Authority within the specified time limit, subjected to the clause concerned, the Bidder shall be debarred in future from participating in all Government Bids for three years and will be recommended for blacklisting by the competent authority. In such a situation, the second lowest bidder will be requested to produce further documents for consideration of his bid at the second lowest quoted rate. If the second lowest bidder succeeds in executing agreement with the Agreement Authority, then the first lowest bidder is liable to pay the

Employer compensation towards the loss on account of award of work at a higher amount. Such compensation shall be equal to the difference between the quoted amount of first lowest and the second lowest bidder.

- d. If the second lowest bidder fails to execute agreement with the Agreement Authority in the stipulated period, the tender will be cancelled and work will be re-tendered.

#### ***1.23 Signing of Agreement***

- a. Sports Kerala Foundation shall prepare the Contract Agreement to be signed between the two parties. The Successful Bidder, within 14 days from the date of issue of the Letter of Award, will be required to execute the Contract Agreement.
- b. Prior to the signing of the Contract Agreement, the Successful Bidder shall submit Performance Security.
- c. In case the Successful Bidder does not sign the Contract Agreement, Sports Kerala Foundation reserves the right to cancel the selection process, forfeit any EMD and/or Performance Security, as the case may be, submitted by the Successful Bidder and either retender or get the work done by any other means, as it may deem fit.

#### **1.24 Performance Bank Guarantee**

- a. The Successful Bidder shall, at his own expense, deposit with Sports Kerala Foundation, within Fourteen (14) days of the date of receipt of Supply Order or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized/Scheduled bank in India or Commercial Bank in the Country of the Bidder, acceptable Sports Kerala Foundations, payable on demand, for the due performance and fulfillment of the contract by the Agency. The format for Performance Bank Guarantee is attached as Annexure 6.
- b. This Performance Bank Guarantee will be for an amount of 3% of the Total Contract Value. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the Bidder.

- c. Performance Guarantee to be submitted at the award of contract should be 3% of Contract amount and should be submitted within 14(fourteen) days of receipt of LOA (Letter of Acceptance) by the Successful Bidder in the following form
- d. At least Fifty percent (50%) of Performance Guarantee shall be in the form of Treasury Fixed Deposit in the name of the Chief Engineer, Sports Kerala Foundation, Jimmy George Indoor stadium, Thiruvananthapuram for a period not less than 28 (twenty-eight) days after the completion of defect liability period and this will be waived if any technical problems pointed out by the Successful Bidder.
- e. The Performance Bank Guarantee shall be valid for a period of 1 (one) month from the expiry date of the **warranty period (Six months)** of Sports goods installed and accepted by Sports Kerala Foundation.
- f. The Performance Bank Guarantee may be discharged / returned by Sports Kerala Foundation upon being satisfied that there has been due performance of the obligations of the Agency under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- g. In the event of the Agency being unable to service the contract for whatever reason, Sports Kerala Foundation would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of Sports Kerala Foundation under the Contract in the matter, the proceeds of the PBG shall be payable to Sports Kerala Foundation as compensation for any loss resulting from the agency's failure to complete its obligations under the Contract. The Sports Kerala Foundation shall notify the Agency in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Agency is in default.
- h. The Sports Kerala Foundation shall also be entitled to make recoveries from the Agency's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

### **1.25 Right to Accept or Reject any Bid**

Notwithstanding anything mentioned in this TENDER, Sports Kerala Foundation reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Sports Kerala Foundation's action.

### **1.26 Right to Terminate the Process**

- a. Sports Kerala Foundation reserves the right to cancel/annul the selection process, at any stage prior to the award of the Contract, in larger public interest, on account of;
  - i. occurrence of any event due to which it is not possible to proceed with the selection process,
  - ii. an evidence of a possible collaboration/mischief on part of Bidders, impacting the competition and transparency of the selection process,
  - iii. Any other reason, which in the opinion of the Authority necessitates the cancellation of the selection process.
- b. Whenever such an event occurs, Sports Kerala Foundation will notify in writing to all the Bidders within 10 days of such decision. Sports Kerala Foundation is not obliged to provide any reason or clarification to any Bidder on this account. Sports Kerala Foundation's liability under this clause is restricted to the returning of EMD.
- c. The Authority further reserves the right to retender the process or get the work done by a Government agency or Quasi Government agency if the Authority is of the opinion that the bids received are not economically or otherwise feasible or not acceptable due to any of the reasons stated in sub clauses (a) to (c) above.

### **1.28 Payment Modalities**

**(i) On Delivery, Installation, Inspection and Acceptance**

**100% of the total contract value after Inspection and acceptance, after all items have been supplied and installed (details described below). Sports Kerala Foundation undertakes to get this inspection done within 15 days of Supply and Installation. The following documents/installation process have to be submitted by the agency:**

- 1. Supplier's invoice showing contract number, Details and Description of goods, Quantity of Supplies , unit price and total amount including all taxes;**
- 2. Purchaser Receipt Certificate;**
- 3. Packing list identifying contents of each package**
- 4. After the supply of goods with necessary operation manuals as per the direction of Officer-in-charge**

- a. The contractor shall not claim any interest on payments under the contract.
- b. Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes excluding GST as applicable will be made from the bills payable to the Supplier at rates as notified from time to time. **The GST amount shall be entered into the column specified in the BOQ.**
- c. The contractor shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to the Engineer in charge.

***1.29 Disqualification of Bid***

- a. Even if a Bidder meets the above criteria, Sports Kerala Foundation may, at its discretion and at any stage during the selection process or execution of the Project, order disqualification of the Bidder if the Bidder has:
  - a) Made misleading or false representations in the forms, statements and attachments submitted; or
  - b) The Bidder has been blacklisted by any Government Agency after the Pre-Qualification Stage. Or

- c) Engaged in corrupt or fraudulent or collusion or coercive practices with regard to tender process mentioned in this TENDER.

### ***1.30 Fraudulent and Corrupt Practices***

- a. Sports Kerala Foundation requires that Bidders, their suppliers, their personnel, or firms acting on behalf of the Bidders observe the highest standard of ethics during the procurement and execution of Contract.
- b. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them.
  - i. "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the decisions and actions of another party;
  - ii. "fraudulent practice" is any act or omission, including a misrepresentation or suppression of facts or disclosure of incomplete facts, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process;
  - vi. "obstructive practice" is
    - a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - b) acts intended to materially impede the exercise of the Sports Kerala Foundation's inspection and audit rights
- c. Sports Kerala Foundation will reject a proposal for award, if it determines that the Bidder recommended for award has, directly or through an agent,

engaged in corrupt, fraudulent, collusive, coercive, restrictive or obstructive practices in competing for the contract in question.

- d. Sports Kerala Foundation will blacklist a company, firm or an individual; if at any time, Sports Kerala Foundation, determines that such company or firm or such individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, restrictive or obstructive practices in competing and or winning for the Contract in question; in accordance with prevailing Sports Kerala Foundation procedures including by publicly declaring such company, firm or individual ineligible, either indefinitely or for a stated period of time; (i) to be awarded a Sports Kerala Foundation contract; and (ii) to be a nominated a sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm.
- e. In further pursuance of this policy, Bidders shall permit Sports Kerala Foundation to inspect any accounts and records and other documents relating to the bid submission and contract performance.

#### ***1.31 Interpretation of Clauses***

In case of any ambiguity in the interpretation of any of the clauses in the Tender Document, the interpretation of the clauses by Sports Kerala Foundation shall be final and binding on all parties. The relevant CPWD/MoRTH specifications and BIS/IS codes and the relevant sections of the National Building Code, PWD Manual shall be considered as part of this bid documents though individual copies are not attached along with the bid documents.

## ***2 Section III: Evaluation Process and Criteria***

### ***2.1 General Instructions***

- a. The bid should be submitted latest by the time specified in Clause 1.2 (B).
- b. The Financial Package shall be opened the time specified in Clause 1.2 (B).
- c. Interested parties are invited to submit detailed Applications in accordance with the process defined in this TENDER document. The Applicants are expected to examine the TENDER document in detail, and to carry out such studies as may be required to submit their Applications.



- d. At any time prior to the deadline for last date of submission of Applications, Sports Kerala Foundation may, for any reason, whether at its own initiative or in response to a clarification or to a query raised by a prospective Applicant amend the TENDER documents by issuing suitable Corrigendum. Such Corrigendum/Corrigenda, if issued, would form part of this TENDER.
  - a. Sports Kerala Foundation reserves the right not to follow-up this TENDER process and terminate the entire selection process without any obligation to any of the Agencies at any stage.
  - b. The Bids will be opened (online) in the presence of Bidders or their authorized representatives who may choose to attend on date & time as mentioned in this TENDER at Sports Kerala Foundation. If such nominated date for opening of Bid is subsequently declared as a public holiday for Sports Kerala Foundation, the next official working day shall be deemed as the date of opening of the Bid.
  - c. Bids which have not complied with one or more of the foregoing instructions may not be considered.
  - d. Bids shall be valid for a period 90 days from the opening of Bids or the extended date thereof.
- e. For the purpose of evaluation of the Bids received against this TENDER, a Technical Committee of Sports Kerala Foundation shall be constituted. The Committee would subsequently examine and evaluate the Bids received, as per the criteria set out in this TENDER.

## ***2.2 Evaluation of Responsiveness***

- a. The Bids shall be opened on the date and time mentioned in the Clause No. 1.2 (B).
- b. If such bid opening date is subsequently declared as a public holiday, the next official working day will be considered as the Bid Opening date.
- c. On opening, Sports Kerala Foundation would examine and evaluate Applications for responsiveness. An Application shall be deemed as responsive if it satisfies the following conditions:

- i. Is submitted as per the terms and conditions stipulated in this document.
  - ii. Contains all the information and as per the formats specified as requested in the TENDER.
  - iii. Is unconditional and conforms to all the terms, conditions and specifications of TENDER without material deviation or reservation.
- d. The Bids which are not responsive will be rejected by Sports Kerala Foundation

### ***2.3 Pre-Qualification Evaluation***

- a. The prequalification details, which are responsive, shall be considered for further evaluation. Sports Kerala Foundation shall evaluate each technical detail for its compliance to Pre-Qualification criteria mentioned in this TENDER Document.
- b. Any Agency not meeting any of the Pre-Qualification criteria shall not be considered for Technical Evaluation.

### **2.4 Technical & Financial Evaluation**

- a. The Technical details of the responsive Bids will be verified against a check list for completeness and conformity to the requirements of the Technical package including the submission of the requisite Bid Security. If the documents do not meet the requirements of the TENDER, the bid will be considered as non-responsive and will be summarily rejected.
- b. Applications shall undergo Technical Evaluation as per the criteria mentioned in the TENDER.
- c. For comparison for ranking purpose for evaluation, the comparison of the responsive Bids shall be carried out Free Delivery at Purchaser Site basis.
- d. **The Agency with the lowest financial quote (L1) shall be considered as a L1 bidder, who meets all the terms and conditions mentioned in this TENDER shall be selected as the Successful Bidder.**

- e. A Contract shall be signed within a period of 14 days of the Letter of Award with the Successful Bidder following the submission of requisite Performance Security
- f. Failure in timely submission of the Performance Security and non-execution of Contract shall lead to automatic cancellation of award of work.
- g. In case the Successful Bidder does not sign the Contract Agreement, Sports Kerala Foundation reserves the right to cancel the selection process, forfeit any EMD and/or Performance Security, as the case may be, submitted by the Successful Bidder and either retender or proceed in any manner that it may deem fit.
- h. EMD of unsuccessful Applicants shall be returned via online.

### ***2.5 Rectification of Errors***

- a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and will be considered for future calculations.
- b. If a Bidder does not accept the correction of errors, his bid will be rejected and the EMD may be forfeited.
- c. In any other case of discrepancy, Sports Kerala Foundation reserves the right to pick the value which it considers as beneficial to the government.

### ***2.6 Financial Bid Rejection Criteria***

- a. Financial Bid of the Applicants will be rejected including but not limited to the following cases:
  - i. Incomplete Price Bid
  - ii. Conditional Price Bid
  - iii. Price Bid that does not conform to the BoQ format given as part of this TENDER.
  - iv. Financial Bid not satisfying any of the criteria mentioned in this TENDER document.

### ***2.7 Selection of the Successful Bidder***

- a. Once the financial Bids are evaluated, the bidder quoting the least amount will be ranked as L1.
- b. The successful L1 bidder shall submit the samples of quoted items for approval from the Engineer in charge before executing the agreement.
- c. The samples will be verified and approved by the technical committee constituted by the bidder.
- d. If sample supplied by L1 does not satisfy the quality standards the offer will be rejected and L2 will be considered for supply.

### ***2.8 Letter of Award***

- a. The **Successful Bidder** would be notified in writing by Sports Kerala Foundation by issuing the Letter of Award (LOA) in favour of the Bidder, following which a Contract Agreement shall be executed between Sports Kerala Foundation and the Successful Bidder within 14 days of issuance of LOA.
- b. The Letter of Award shall constitute a part of the Bid.

### ***2.9 Failure to Agree with the Terms & Conditions of the TENDER***

- a. Failure of the Successful Bidder to comply with the terms and conditions of the TENDER shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event the Sports Kerala Foundation may award the Contract to the next best evaluated Bidder or opt for retendering.

### ***2.10 Costs to be borne by Successful Bidder***

- a. Any costs incurred with respect to this Assignment by the Successful Bidder, from the time of receiving the LoA till the signing of the Contract shall be borne by the Bidder and no additional costs shall be paid by Sports Kerala Foundation

### **3 Section IV – General Conditions**

#### **3.1 Despatch Documents for Goods**

- a. The supplier should send all the relevant documents Sports Kerala Foundation well in time.
- b. The supplier should notify Sports Kerala Foundation about the complete details of Sports Equipments within 24 hours of despatch.

#### **3.2 Warranty**

- a. All the Sports equipments supplied by the Selected Agency shall be guaranteed for satisfactory performance for a period of **06 months (excluding consumables)** from the date of successful installation specified by Sports Kerala Foundation. If any of the items are found defective due to design, materials or workmanship or from any act or omission of the supplier during these 06 months, the selected bidder shall promptly replace or rectify the defective supplies within a reasonable time free of cost, at the destination. Any defective or damaged material shall be replaced by the contractor free of all costs to the Sports Kerala Foundation and to the full satisfaction of the Sports Kerala Foundation during the warranty period
- b. If the supplier, having been notified of the defects, fails to rectify/replace the defect(s) in reasonable timeframe, Sports Kerala Foundation may proceed to take such remedial action(s) as deemed fit by the Sports Kerala Foundation at the risk and expense of the Selected Bidder and without prejudice to other contractual rights and remedies, which Sports Kerala Foundation may have against the supplier.

#### **3.3 Variation of Quantities**

Authority reserves the right to increase / decrease by up to 25 %, the quantity of goods and services mentioned in the Annexure 5 without any change in the unit rates and other terms & conditions specified in this document.

### ***3.4 Packing of equipments***

The equipments should be provided with suitable strong and durable packing to withstand all sorts of transit hazards, rough handling during transit and storage, till it reach the final designated delivery site.

### ***3.5 Default by the Selected Bidder***

- a. The Successful Bidder shall deliver the equipments and perform the services as per the terms and conditions of this TENDER.
- b. Sports Kerala Foundation reserves the right to adopt any of the following measures as it may deem fit in the event of any failure on the part of Successful Bidder in maintaining its contractual obligations towards delivery of equipment and performance of services.
  - i. Termination of the Contract
  - ii. Imposition of Liquidated Damages,
  - iii. Forfeiture of Performance Security

### ***3.6 Liquidated damages***

1. If the Successful Bidder fails to deliver the equipments within the timelines, as specified in this document or as explicitly modified in the Contract, due to reasons attributable to the Successful Bidder, Sports Kerala Foundation at its discretion shall, without prejudice to its other remedies under the Contract, deduct from the Contract Value, as liquidated damages, a sum equivalent to one percent (1%) of the total contract price for each week of delay until actual delivery or performance, up to a maximum deduction of ten percent (10%). Upon reaching the maximum of 10%, Sports Kerala Foundation reserves the right to the Contract without prior notice and/or to arrange immediate supply of the tendered items from alternative sources to supplement the contract, at the risk and cost of the supplier.
2. Sports Kerala Foundation reserves the right to terminate the Contract without prior notice, if the supplier fails to meet the timelines for supply of the tendered items. In such an event, Sports Kerala Foundation also reserves the right to arrange immediate supply of the tendered items from alternative sources, at the risk and cost of the supplier

### ***3.7 Disputes***

- a. If a dispute of any kind whatsoever arises between Sports Kerala Foundation and the Successful Bidder in connection with or arising out of the TENDER or the execution of the Contract, whether during the execution of the work or after its completion and whether before or after repudiation or termination of the Contract, including any dispute as to any decision, opinion, consent, expression of satisfaction, approval, determination of value, action or instruction of Sports Kerala Foundation, the matter in dispute shall be referred in writing to the Secretary, Sports Department, Govt. of Kerala. Not later than 14 days after the day on which it received such reference, the Chief Engineer of Sports Kerala Foundation shall give notice of its decision of the same to the Successful Bidder. Such decision shall state that it is made pursuant to this Clause and the decision of the Sports Kerala Foundation shall be final.

### ***3.8 Arbitration***

Arbitration is not a means of settlement of disputes

### ***3.9 Jurisdiction***

Any matter related to this TENDER shall be subject to the jurisdiction of the Courts at Thiruvananthapuram, Kerala, India and will be governed by the Laws of India.

### ***3.10 Applicable Law***

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

### ***3.11 TERMINATION, SUSPENSION, CANCELLATION OF CONTRACT***

- 1 The Agreement Authority shall, in addition to other remedial steps to be taken as provided in the conditions of Contract, be entitled to cancel the Contract in full or in part, if the Contractor
  - a. makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer-in-

- charge, then on the expiry of the period as specified in the notice, or
- b. commits default/breach in complying with any of the terms and conditions of the Contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer-in-charge, then on the expiry of the period as may be specified by the Engineer-in-charge in a notice in writing. Or
  - c. fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the Agreement Authority, then on the expiry of the period as may be specified by the Engineer-in-charge in a notice in writing, or
  - d. shall offer or give or agree to give any person in the service of the Employer or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other Contract for the Employer, or
  - e. shall try to obtain a Contract from the Employer by way of ring Tendering or other non-bonafide method of competitive Tendering, or
  - f. transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Agreement Authority. The Agreement Authority may by giving a written notice, cancel such transfers or sublets or assignment.
- 2 The Agreement Authority shall in such an event give fifteen (15) days notice in writing to the Contractor informing his decision to do so.
  - 3 The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the extent they are related to the work terminated and terms satisfactory to the Employer, stop all further sub-Contracting or purchasing activity related to the work terminated, and assist the Employer in maintenance, protection, and disposition of the works acquired under the Contract by the Employer.
  - 4 The Contract shall stand terminated under the following circumstances unless the Employer is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership the surviving partners, are capable of carrying out and completing the Contract and the Employer shall in any way not be liable to payment of any compensation to the estate of deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the termination of the Contract.:
    - a. If the Contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of insolvency act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any insolvency act.
    - b. In the case of the Contractor being a employer, its affairs are under



liquidation either by a resolution passed by the employer or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or re- organisation, or a receiver or manager is appointed by the court on the application by the debenture holders of the Employer, if any.

- c. If the Contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21(twenty-one) days.
  - d. On the death of the Contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the Employer is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the Contract. The decision of the Agreement Authority in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.
  - e. If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies, then unless the Employer is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership the surviving partners, are capable of carrying out and completing the Contract the Agreement Authority shall be entitled to cancel the Contract as to its incomplete part without being in any way liable to payment of any compensation to the estate of deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Agreement Authority that the legal representatives of the deceased Contractor or surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation the Employer shall not hold the estate of the deceased Contractor and/or the surviving partners of the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable to damages for not completing the Contract.
5. On cancellation of the Contract or on termination of the Contract, the Engineer-in-charge shall have powers
- a. to take possession of the site and any materials, constructional plant, implements, stores, etc. thereon.
  - b. to carry out the incomplete work by any means at the risk of the Contractor
  - c. to determine the amount to be recovered from the Contractor for completing the remaining work or in the event the remaining work is not to be completed the loss/damage suffered, if any, by the Employer after giving credit for the value of the work executed by the Contractor up to the time of termination/cancellation less on account payments made till date and value of Contractor's materials, plant, equipment, etc., taken possession of after termination/cancellation.
  - d. to recover the amount determined as above, if any, from any moneys due to the Contractor or any account or under any other Contract and in the event of any shortfall, the Contractor shall be called upon to pay the same

on demand. The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the Employer shall not however arise in the case of termination of the Contract for death/demise of the Contractor as stated in clause 20.4 (d).

- e. Additionally, the Employer will reserve the right to debar such defaulting Contractor from participating in future Tenders for a minimum period of one year.
6. Suspension of work - The Employer shall have power to suspend the progress of the work or any part thereof and the Engineer-in-charge may direct the Contractor in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the Contractor, or for proper execution of the work for reasons other than any default on the part of the Contractor, or on ground of safety of the work or part thereof. In the event of suspension for reason other than any default on the part of the Contractor, extension of time shall be allowed by the Agreement Authority equal to the period of such suspension. Any necessary and demonstrable costs incurred by the Contractor as a result of such suspension of the works will be paid by the Employer, provided such costs are substantiated to the satisfaction of the Engineer. The Employer shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the Contractor or his sub-Contractor. The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor. In the event of termination or suspension of the contract, on account of default on the part of the contractor, as narrated hereinbefore, the Performance Security Deposit and other dues of this work or any other work done under this Employer shall be forfeited and brought under the absolute disposal of the Employer provided, that the amount so forfeited shall not exceed 10% of the contract value.

#### **4 Section V - Scope of Supply**

Please refer BOQ Schedule for supply of Sports Equipments for bidding

- i. The Sports Equipments to be supplied against this tender (BOQ) are detailed in BOQ.
- ii. Location of Consignee

The Sports Equipments shall be supplied at 140 centres across Kerala (one centre in each LA constituency) after making entry in the stock register of Sports Kerala Foundation, Directorate of Sports & Youth Affairs. **Details and quantity of equipments to be supplied shall be collected from the office of Sports Kerala Foundation.**

**Note:**

- 1. The rate quoted should be inclusive of all taxes, exclude GST, and levis, transportation to stadia, unloading, un packing, assembling and erection/installation, testing and commissioning. The GST amount shall be entered into the column specified in the BOQ.**
- 2. The 100% payment will be made after supply of the equipment.**

## 5 SECTION VI - FORMS AND ANNEXURES

### ANNEXURE 1

#### **Preliminary Agreement Format** **(To be furnished in Plain paper)**

Articles of agreement executed on this the ..... Day of .....  
..... Two Thousand and  
..... BETWEEN the Chief Engineer, Sports Kerala Foundation  
(hereinafter referred to as “the Government”) of the one part and Shri.  
..... (H.E.  
name and address of the tenderer) hereinafter referred to as “the bounden” of the  
other part.

WHEREAS in response to the notification No. .... dated.....bounden  
has submitted to the Government a tender for the .....specified therein  
subject to the terms and conditions contained in the said tender;

WHEREAS the bounden has also deposited with the Government a sum of  
Rs. .... as earnest money for the execution of an agreement  
undertaking the due fulfillment of the contract in case his tender is accepted by the  
Government.

NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows:

1. In case the tender submitted by the bounden is accepted by the Government  
and the Contract for ..... is awarded to the bounden, the  
bounder shall within ..... Days of acceptance of his tender, execute an  
agreement with the Government incorporating all the terms and conditions  
under which the Government accepts his tender.

2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, the Government shall have power and authority to recover from the bounden any loss or damage caused to the Government by such breach as may be determined by the Government by appropriating the earnest money deposited by the bounden and if the earnest money is found to be inadequate the deficit amount may be recovered from the bounden and his properties movable and immovable in the manner hereinafter contained.
3. All sums found due to the Government under by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner the Government may deem fit.

In witness whereof Shri ..... (H.E, name and designation) for and on behalf of the Chief Engineer, Sports Kerala Foundation and Shri. .... the bounden have hereunto set their hands the day and year shown against their respective signatures.

Signed by Shri ..... (date)

.....

In the presence of witnesses:

1. ....

2. ....

Signed by Shri ..... (date)

.....

In the presence of witnesses:

1. ....

2. ....

***Annexure 2 - Letter of TENDER submission***

[Date]

The Chief Engineer,

Sports Kerala Foundation,

Jimmy George Indoor Stadium, Vellayambalam, Thiruvananthapuram  
Kerala, PIN: 695033

**Email:** sportskeralafoundation@gmail.com

**Fax:** 0471 2302287

**Telephone:** 0471 2302287

Dear Sir,

**Sub: Letter of TENDER Submission for [ ----- ]** (*insert name of tender*).

1. We, the undersigned duly authorized to represent and act on behalf of [-----  
-----] ("the Applicant"), and having reviewed and fully understood all information provided in the TENDER document, hereby apply as Applicant for the above mentioned project, Sports Kerala Foundation, Kerala.
2. We are hereby submitting our Application including the following:
  - a) Application in the prescribed format, with all information and supporting documents requested in this TENDER Document.
3. Our Application is valid till [--date in figures and words--]
4. Sports Kerala Foundation and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this Application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative of any entity

referred to in the supporting information, to provide such information deemed necessary and requested by you to verify statements and information provided in this Application, or with regard to the resources, experience, and competence of the Applicant.

5. We understand that;
  1. All information submitted under this Application shall remain binding upon us at the time of bidding; and
  2. Sports Kerala Foundation may in their absolute discretion reject or accept any Application, cancel the bidding process and reject all Applications.
6. We declare that all statements made by us and all the information pursuant to this Letter of Application are complete, true and accurate to the best of our knowledge and beliefs.

For and on behalf of (name of Applicant)

Signed .....

Name .....

***Annexure 3 - Form 1: Experience Details of Manufacturer***

(Separate table for each Assignment)

Item	Details
Title & Nature of the Assignment.	
Brief Description of Assignment	
Client for which the Assignment was executed.	
Country and Location within Country where the Assignment was undertaken	
Certified Billing (in INR)	

Note: Please attach documentary proof for each Assignment (Copy of Contract/Client Certificate etc.)



***Annexure 3: - Form 2: TENDER DECLARATION FORM***

**TENDER DECLARATION FORM**

From,

To,

The Chief Engineer,  
Sports Kerala Foundation

Sir,

I/We hereby tender to supply of Sports Equipments, under the annexed general conditions of contract the whole of the articles referred to and described in the attached specification and schedule, or any portion thereof as may be decided by government, at the rates quoted against item. The articles will be delivered within the time and at the places specified in the schedule.

We shall furnish Guarantee/Warranty papers along with supply.

Signature of the Tenderer with seal :

Name of Tenderer :

Full Address :

Mob. No :

Land No :

Email ID :

Date .....

#### ***Annexure 4 - Format for Power of Attorney for Signing of Application***

Know all men by these presents, We ..... (Name of the Applicant and address of their registered office) do hereby constitute, appoint and authorize Mr / Ms..... (Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of

.....

as our attorney, to do in our name and on our behalf, all such acts, deeds and things Sports Kerala Foundation necessary in connection with or incidental to our Application for the Project, *including signing and submission of all documents and providing information / responses to Sports Kerala Foundation , representing us in all matters before Sports Kerala Foundation and generally dealing with Sports Kerala Foundation in all matters in connection with our Application for the said Project.*

We hereby agree to ratify all acts, deeds and things Sports Kerala Foundation lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things Sports Kerala Foundation done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For \_\_\_\_\_

Accepted

..... (Signature)  
(Name, Title and Address)  
of the Attorney

*Note:*

- ◆ *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.*
- ◆ *The Power of Attorney shall be notarized as per the prevailing laws of the Country of Origin of the Bidder.*
- ◆ *The Power of Attorney should be supported by a duly authorised resolution of the board of directors of the Applicant authorizing the person who is issuing this power of attorney on behalf of the Applicant.*

**Annexure 5- Performance Bank Guarantee**

Ref. No.

Bank Guarantee No

Dated

To,  
The Chief Engineer,  
Sports Kerala Foundation,  
Jimmy George Indoor Stadium, Vellayambalam,  
Thiruvananthapuram Kerala, PIN: 695033

**Email:** [sportskeralafoundation@gmail.com](mailto:sportskeralafoundation@gmail.com)

**Fax:** 0471 2302287

**Telephone:** 0471 2302287

1. Against contract vide Notification of Award covering "Tender for ..... " (hereinafter called the said 'contract') entered into between the Sports Kerala Foundation on behalf of Managing Director & CEO, Sports Kerala Foundation, (hereinafter called the Purchaser) and \_\_ (hereinafter called the Bidder) this is to certify that at the request of the Bidder we \_\_\_\_\_ Bank, are holding in trust in favour of the Purchaser, the amount of \_\_\_\_\_ (write the sum here in words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.

2. We \_\_\_\_\_ Bank, further agree that the guarantee herein

contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Bidder i.e. till \_\_\_\_\_ hereinafter called the said date and that if any claim accrues or arises against us \_\_\_\_\_ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us

\_\_\_\_\_ Bank, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us \_\_\_\_\_ Bank, by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we \_\_\_\_\_ Bank, undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.
5. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.
6. We \_\_\_\_\_ Bank, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we, \_\_\_\_\_ Bank, shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by the Purchaser to the said Bidder or for any forbearance and or omission on the part of the

Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.
8. Notwithstanding anything contained herein above our liability under this bank guarantee shall not exceed Rs\_\_\_\_/- (Rupees\_\_\_\_\_only).
9. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand (and which should be received by us), on or before-----before 14.30 hours (Indian Standard Time) where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us.

WITNESS NO. 1

Authorised Bank Representative

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(Signature)

Full name and official

Address (in legible letters)

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(Signature)

Full name, designation and

address (in legible letters)

With Bank stamp

WITNESS NO. 2

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(Signature)

Full name and official

Address (in legible letters)

Attorney as per power of

Attorney No.....

Dated.....