

## TERMS & CONDITIONS

1. Sealed quotations for the supply of Sports Articles are invited by the undersigned, on behalf of the KVS RO Chennai from the registered firms/ manufactures/ dealers up to 1400 hrs on 21.07.2017 in the sealed cover marked as "Quotation for the supply of Sports Kit", as per enclosed list and not by the name. The quotations will be opened in the office of the undersigned at 1100 hrs on 22.07.2017 For any reasons whatsoever, the tenders will be opened on following working day at scheduled time 1600 hrs.
2. This document states the complete information of date of submission & opening of tenders, period allowed for the work etc. The tenderers shall be deemed to have studied the items, specifications and details of the supplies to be made within the time schedule attached and to have acquainted himself/ themselves with the conditions attached. The bidders/their representatives are permitted to be present at the time of the opening of the tenders.
3. The rates are to be quoted in whole rupee (not in paisa) and should be F.O.R. at Chennai inclusive of all taxes as applicable and also should include transportation cost, excise duty, freight any other rates or imposition whatever liable in respect of the supplies freight etc. Only in the event of acceptance of the quotation, supply order will be issued to the firm. The responsibility of mentioning correct rate lies with the firm/ Tenderer. The rates quoted by the contractor shall hold good up to One year. No amendment in the rates, even any increase in the rates of Sales Tax/ VAT during the period of execution of the contract will be accepted. It is further termed that in case the quoted rates are found to be more than MRP, the firm shall be blacklisted without prejudice to any other appropriate action, as may be deemed fit, whatsoever.
4. There should not be any overwriting or corrections in the quotation. If a figure is to be amended, it should be neatly scored out, the revised figure should be written above and the same should be attested with full signature by the same signatory with stamp, who signed the quotations, in the absence of the attested corrections the quotations is liable to be rejected.
5. The undersigned does not bind himself to accept the lowest quotation for its execution and reserves the right to accept the quotation in whole or in part i.e., with respect to all the articles mentioned in the attached statement or in respect of any one or more than on article specified in the attached statement.
6. The person/ persons whose quotation is/are submitted/ accepted, hereinafter called the Contractor, shall deposit an earnest money of Rs.10,000/- (Rupees

Ten thousand only) along with the Tender form. The same will be refunded in the event of rejection of quotation. The earnest money will be forfeited in the event of failure to comply with the contract. In the event of acceptance of the quotation, the earnest money will be adjusted towards Security Deposit/ Performance Security which shall be payable @ upto 5% of the approximate total cost. The quotations without Earnest Money Deposit, whatsoever, will not be accepted in accordance with Article 180(iv) of the Accounts Code of KVS.

7. The applicant bidder must have sound financial health and carrying annual turnover of at least Rs 20 Lacs during last 2-3 years (2014-15, 2015-16 and 2016-17) from the business of sports goods/articles and a solvency certificate of Rs 25 Lacs from the bankers. To ensure this, at least three copies of work orders valuing not less than Rs. 10 Lacs each or one copy of single work order valuing not less than Rs 20 Lacs during the last two-three years from Central/State Govt./PSUs/reputed organization be attached. However, given the credentials of the bidder, the undersigned reserves all the rights of any discretion in this regard.
8. The firm should never have been blacklisted by any Govt. /Pvt. Organization as on date. The same needs to be submitted on an affidavit duly notarized. Apart from this, the bidder shall be required to submit Integrity pact as enclosed with the tender document.
9. On acceptance of the quotation, it will become a Rate Contract and the contractor shall be bound by the terms and conditions of the quotation. If the contractor fails to supply the article/provide services within the time stipulated in the letter of acceptance by the undersigned, the undersigned shall be at liberty to purchase the article from the market or get the rest of the contract completed by any other person(s) or firm and the difference of price, if any shall be deducted from the earnest money/ security deposit and in case any amount in excess of the security deposit is paid by the undersigned, the contractor shall be liable to pay this amount.
10. The copy of OEM's / Dealership / Authority Letter of the quoted brand needs to be enclosed with tender form. As such, the firm other than the OEM selected for supplying the sports articles, may be required to furnish proof along with the bills to the effect of purchasing the said brand articles from the authorized dealer/OEM during the period of contract in currency viz., delivery Challan etc., in order to ensure the genuineness of the branded supply.
11. The contractor at the time of opening the quotations shall be liable to supply the samples or give the demonstration or display of articles/ sports wears/ equipment free of cost. The rates quoted by the bidders for common brands may be compared within themselves and the final decision to select the brand/bidder shall be taken by the RSCB accordingly. However, the supply order will be issued for either of the shortlisted category of products only after confirming the quality, rates and other related aspects to the satisfaction of the purchase committee of the RSCB. The undersigned/RCSB reserves all the rights in this regard.

12. In the event of acceptance of the quotation and placing of the order for purchase, the articles may be subjected to an inspection by the undersigned or his representatives and are liable to be rejected if the articles supplied are not according to the approved samples or do not confirm to the specification prescribed. Tenderer will have to supply the articles within 15 days of the issue of each supply order at a place at Chennai as mentioned in the supply order.
13. Along with the quotation a copy of VAT/ TIN Certificate and Income Tax clearance Certificate / Service Tax etc. is required to be submitted. The quotation of unregistered firm will not be accepted.
14. Sealed envelope will be opened on 22.07.2017 at 1100 hrs. in the office of the undersigned in the presence of tenderers, if any (with proper photo identity authenticated by the firm). Further, decision regarding supply will be taken by the committee after inspection of the articles, specification, quality etc. and decision of the committee shall be final. If the tender is accepted, the payment of the Bill as per the approved rates of the articles will be made by Cheque/DD/RTGS only. The TDS will be deducted as per Income Tax Act & Rules, as applicable.

15. TOLERANCE CLAUSE

It is clarified that the quantities for the said materials as shown in the volume of work, may get varied. Hence, the purchaser reserves the right for increment/decrement in the quantities of the articles while placing the supply order as the rates to be quoted are for the estimated quantities only. It is however further clarified that even smaller quantities of the articles may be ordered by the individual KVs, if they wish to do so for their use, and that will be supplied/honored by the supplier to them at the lowest rates of this tender.

16. UNRESPONSIVE TENDERS

The following kind of tenders will be treated as unresponsive tenders:

- i) Not meeting the qualifying criteria i.e. carrying required financial/solvency status, regd. with the appropriate authorities for carrying out the described works, furnishing the declaration regarding blacklisting on stamp paper etc.
- ii) Tender not enclosed with the required DD of EMD amount of Rs. 10,000/- (Ten thousands) and fee amount of Rs. 200/- if applied on downloaded document.
- iii) Unsigned tender document/terms & conditions/pricing bid document.

- iv) The Tenderer not agreeing to any of the terms & conditions so listed. The bidder should not impose any counter condition and in such case tender shall be liable to be summarily rejected.
  - v) The contractor shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. No under letting or subletting to any person or body corporate for the execution of the contract or any other part thereof is permitted under any circumstances.
  - vi) False Information: In the event of furnishing false/incorrect/incomplete/forged information/documents by the bidder, the EMD in respect of such bidder shall be forfeited. Further during the performance of the contract, if it is detected that the contract has been obtained by furnishing the false/incorrect/incomplete information in the tender, the agreement is liable to be terminated and performance security and other payments due to the contractor shall be forfeited without prejudice to the contractor liable to be blacklisted accordingly.
17. The undersigned, on behalf of the RSCB, does not bind him-self to accept the lowest quotation for its execution and reserves the right to accept the quotation in whole or, in part, i.e., with respect to all the articles mentioned in the attached statement or in respect of any one or more than one article specified in the attached statement as may be decided. In case of few items being quoted lowest by a bidder other than a bidder who has quoted lowest rates for majority of the items of the tender, the decision, in such a situation, may be taken to award the supply order to the successful bidder for majority of items only, although at lowest rates as quoted by other bidder, so as to facilitate the monitoring/convenience of supplies from a single/more supplier. Accordingly, the undersigned reserves the right to reject any or all tenders without assigning any reasons thereof, either in full or in part.
18. AWARD OF CONTRACT
- (a) The purchaser will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest price.
  - (b) The bidder whose bid is accepted will be notified of the award of the contract by the office prior to expiration of the quotation validity period.
  - (c) The Notification of award to clearly specify any change in the unit price or any other terms conditions accepted.
  - (d) Normal commercial warranty/ guarantee shall be applicable to the supplied goods.
  - (e) Payment will be made within 30 days after the delivery of goods and their acceptance.
  - (f) Notwithstanding the above, the purchaser reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the contract.

Principal