KENDRIYA VIDYALAYA KOLIWADA,
MUMBAI

TENDER DOCUMENTS
FOR

Procurement of Sports Material
(2019-20)
NOTICE INVITING TENDER

The Tender document contains Five parts, namely:-

1. Part – I  TERMS & CONDITIONS
2. Part – II  TECHNICAL BID PROFORMA WITH CHECK LIST OF DOCUMENTS TO BE ATTACHED WITH IT.
3. Part – III  COMMERCIAL BID & SPECIFICATIONS FOR SPORTS ITEMS
4. ANNEXURE ‘A’ –  AUTHORIZATION LETTER
5. ANNEXURE ‘B’ -  AFFIDAVIT
PART – I

NOTICE INVITING TENDER AND TERMS AND CONDITIONS

Sealed tenders are invited under two bid system from the registered firms/ manufacturers / authorized dealers for the supply of sports kits/ goods/ articles. A non-refundable Demand Draft of Rs 1000/- (Rupees One Thousand Only) drawn in favour of Kendriya Vidyalaya Koliwada Vidyalaya Vikas Nidhi, Mumbai, payable at Mumbai, must be deposited at the time of submission of tender against tender fee. The firms/ agencies are also required to carry adequate financial status with an annual turnover of Rs 50 lakhs or more per year for the last two years and a solvency status of Rs 30.00 Lakhs from their bankers. Technical & Financial bids to be submitted in separate sealed envelopes “A” and “B”.

As per the tender documents there shall be two types of bids namely Technical bid and Commercial bid. The technical bid and commercial bid should be sent in separate sealed envelopes marked as ‘A’ and ‘B’ respectively addressed to the Principal Kendriya Vidyalaya Koliwada, Mumbai. The Technical bid must accompany the Earnest Money Deposit of Rs1,50,000/- (Rupees one Lakh Fifty Thousand only) in the form of demand draft of any Scheduled Bank in favour of 'Kendriya Vidyalaya Koliwada Vidyalaya Vikas Nidhi, payable at Mumbai’. The tenders containing Technical bid and Commercial bid in separate envelopes as mentioned above should be put and sealed with wax in an outer cover (bigger envelop super-scribed as “Tender for Procurement of Sports Material 2019-20”) and addressed to the Principal, Kendriya Vidyalaya Koliwada Mumbai. The tenders will be received up to 03.00 PM on 02.05.2019. The tender received unsealed / incomplete or after stipulated date and time shall be summarily rejected. It is the responsibility of the vender to ensure timely submission of bid within the stipulated date and time.

The Technical Bids in envelope “A” will be opened on 03.05.2019 at 10.30 AM in the
presence of the authorised representative/s of the bidders, who wish to be present in the Premises of ZIET, KVS, NCH Colony, Kanjurmarg (west), Mumbai-400078. The date for declaration of qualifying firms for the financial bid will be informed on 03.05.2019 at 2:00 PM only after finalization of technical bid. The qualified bidders / representatives of the firm / supplier in technical bid process are required to display the sample of each article free of cost at ZIET, Mumbai on 03.05.2019 at 04:00 PM. The rates of the firm will not be entertained without samples of the articles. The samples should be as per the specification mentioned in the technical specification (enclosed in Part-IV). The selected samples will be retained till the completion of supply/task. The tenders not confirming to the requirements and as laid down in the terms and conditions or not accompanied by earnest money are liable to be summarily rejected. All pages of the tender should be signed by the bidder with seal. The technical and commercial bids shall be duly filled in and submitted in original. The quotation should be clear and legible without any overwriting. Where figures are furnished, the same are to be written in words also within brackets. All columns in the tender documents should be filled up. Attach separate sheets wherever necessary.

1. Description of work
   Supply of Sports Material viz Track suit, Playing kit, Sports shoes, Specific playing shoes, Blazer etc.

2. Volume of Work
   As given in the Commercial bid in Part III

3. Specification of the items
   As per attached Part – III

4. Owner
   Kendriya Vidyalaya Koliwada Mumbai,

5. EMD
   Rs1,50,000/- (Rupees one Lakh Fifty Thousand only)
   (by DD favouring Kendriya Vidyalaya Koliwada Vidyalaya Vikas Nidhi, payable at Mumbai)

6. Time of completion
   15 days from date of placing the supply order

7. Performance Security Deposit
   10% of the billed Value for up to 60 days after Supply of material

Schedule of submission of
8. Tender
   02.05.2019 at 03:00 PM.

9. Tender Date & time of opening of Technical Bid
   03.05.2019 at 10:30 AM

Submission of sealed envelope of tender containing Technical and Commercial Bid will be as follows.

Part – I Terms and Conditions – To be submitted by the bidder along with the technical bid. Each and every page should be signed by the bidder indicating the acceptance of all the terms and conditions.

Part – II Technical Bid – To be submitted in original and completed in all respect along with duly self attested documents.

Part- III Commercial Bid Forms – To be submitted in original and completed in all respect.
Part- IV - An affidavit regarding that the firm has never been blacklisted on Non Judicial Stamp Paper of Rs 50/-

a. The Terms and Conditions as prescribed in Part- I and Technical bid in Part – II of the tender documents should be filled in original and should be sealed in a separate envelope “A”. The Technical Bid should be super scribed as “Technical Bid Envelope “A”.

b. The commercial bid as prescribed in Part- III of the tender document should be filled in original and sealed in a separate envelope “B”. The commercial bid envelope be super scribed as “Commercial Bid Envelope “B”.

c. The tender comprising the technical and commercial bid should be signed by all the partners in case of partnership firm and by Managing Directors/authorized signatory in case of private/ public limited firm.

d. The bid must be unconditional and in the format given in the tender documents. Both the envelopes carried (I) Technical Bid – Envelope A (II) Commercial Bid – Envelope B should be placed in a single outer bigger envelope sealed and addressed to the Kendriya Vidyalaya Koliwada, CGS colony , Sector 1, Kane Nagar, Antop Hill, Mumbai and super scribed “Tender for Procurement of Sports Material 2019-20”

TERMS & CONDITIONS

1. Sealed quotations with wax for the supply of Sports Materials are invited by the undersigned from the registered firms/manufactures. Dealers upto 03:00 PM on 02.05.2019 in the sealed cover marked as “Tender for Procurement of Sports Material 2019-20” as per enclosed list and not by the name. The Technical Bid will be opened in the (place/s to be mentioned in supply order in Mumbai). It is further term that in case the quoted rates are found to be more than the MRP, the firm shall be blacklisted without prejudice to any other appropriate action, as may be deemed fit, whatsoever. Incomplete/ Conditional tenders are liable to be summarily rejected. However, the competent authority reserves the right to decide on such a matter in the interest of the Sangathan, if felt necessary.

2. This document states the complete information of date of submission & opening of tender’s period allowed for the work etc. The tenders 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 inclusive of all taxes etc. as applicable, whatsoever. The rates have to be F.O.R. at Kendriya Vidyalaya Bhandup, NCH Colony, Kanjurmarg (w), Mumbai, Maharashtra-400078 (place/s to be mentioned in supply order in Mumbai). It is further termed that in case the quoted rates are found to be more than the MRP, the firm shall be blacklisted without prejudice to any other appropriate action, as may be deemed fit, whatsoever. Incomplete/ Conditional tenders are liable to be summarily rejected. However, the competent authority reserves the right to decide on such a matter in the interest of the Sangathan, if felt necessary.

4. The rates quoted by the contractor shall hold good and valid up to one year from the date of finalization of the tender. No amendment in the rate except increase/decrease in the rates of GST (Government tax) during the period of execution of the contract will be
accepted.

5. There should not be any overwriting or corrections in the tenders if the figure is required to be amended, it should be neatly scored out, the revised figure written above and the same attested with signature and the date’ failing which their tender will be liable for summarily rejection.

6. The sample of the Track Suits, Sports Kits, Specific playing Shoes, Blazer etc. by the shortlisted firms qualifying for financial bids will be brought by the bidders for inspection on 03.05.2019 at 04:00 PM. In the event of the acceptance of the quotation and placing of the order for purchase, the articles will be subjected to an inspection by the competent authority or his representatives/ Technical Committee and are liable to be rejected in case the articles I supplied are not in accordance with approved samples or do not confirm to the specifications prescribed. Tenderer will have to supply the articles within 15 days of the issue of supply order at a place mentioned in the supply order.

7. If the supplier fails to supply the prescribed quantity of material within the stipulated time as per the supply order, the undersigned will be at the liberty to cancel the order and procure the materials from other sources and the Performance Security shall stand forfeited. In case of partial supplies, a penalty @ 5% of total value will be levied on the supplier. In case of delivery after 3 weeks of stipulated time, no delivery shall be taken by the undersigned and the transaction shall stand cancelled and deposited EMD/ Security Deposits shall be forfeited.

8. It would not be binding upon the authority to accept the lowest tender (L-1). The authority reserves the right to accept the tender in whole or in part, as may be decided. Any dispute shall be subject to the jurisdiction of appropriate Hon'ble Court at Mumbai only.

9. EARNEST MONEY DEPOSIT:
   (a) The EM Deposit of Rs1,50,000/- (Rupees One Lakh Fifty Thousand only) will be deposited by the tenderer through bank DD drawn in favour of Kendriya Vidyalaya Koliwada Vidyalaya Vikas Nidhi payable at Mumbai. In the event of acceptance of tender, the amount of earnest money will be adjusted against Security Deposits. The tender without EMD will be summarily rejected.
   (b) The EMD of those firms whose tenders are not approved will be returned with the original DD. The bid security of the unsuccessful bidder will be returned within 30 days after the award of the contract.
   (c) Performance Security Deposit: The successful bidders will have to deposit the performance Security @ 10% of estimated value within a week’s time from the date of award of the contract and it should be valid up to 60 days after the date of completion of contract. However, the EMD amounts will be adjusted against the security deposits. If the accepted bidder fails to remit the Performance Security within prescribed time, the EMD remitted by him will be forfeited and his bid may be held void. The Performance Security will be released only after the successful completion of the supply of items and final payment of the goods delivered.

10. Prior to the acceptance of the quotation, the competent authority reserves the right to
call for samples or demonstrations, and the contractor shall be liable to supply the samples or give the demonstrations free of cost. The samples must be displayed/demonstrated as per the technical specifications (enclosed with the documents). The samples will be rejected if they do not meet the requirement. In order to maintain quality of product the rates of important brands available in the open market giving detailed specifications have been asked. 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 Technical / Purchase committee. The competent authority reserves the rights in this regard.

11. TOLERANCE CLAUSE
It is further clarified that the quantities of the said materials is the estimation of as shown in the volume of the work may get varied and the purchaser reserves the right for increase /decrease in the quantity 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 and that will be supplied/ honoured by the supplier at the lowest rates of this tender.

12. 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 work, furnishing the declaration regarding blacklisting on stamp paper etc. (mentioned in Part – I – Terms & Conditions)

ii) Tender not enclosed with the required DD of EMD amount of Rs.1,50,000/- (Rs. one lakh fifty thousand only) and fee amount of Rs.1000/- (Rs. One thousand only) 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) Unsealed tender form will be treated as unresponsive.

13. FALSE INFORMATION: In the event of furnishing false/ incorrect information 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 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.

14. The competent authority does not bind himself/herself to accept the lowest quotation 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. Also, any of the terms and conditions
for technical qualification is liable to be relaxed by the undersigned in the interest of the organization, if felt necessary. Accordingly, the competent authority reserves the right to reject any or all tenders without assigning any reasons thereof, either in full or in part.

15. INTEGRITY PACT:- The successful bidder has to sign the integrity pact in the prescribed format of KVS before entering into the contract.

16. The following documents must be attached along with the technical bid otherwise the quotation will not be accepted.

   a) The Registration of the firm, GST/TIN Certificate, Service Tax, PAN No.
   b) Income tax clearing certificate of last 03 years.
   c) Annual Turnover of Fifty Lakh or more per year for the last two years.
   d) List of Governments clients having dealing for the last three (03) years.

17. DEALERSHIP/OEM: The copy of OEM/Dealership 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 be 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 genuinely of the branded supply.

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 been decided by the Purchase Committee.
   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. Payment will be made within 40 days after the delivery of goods and their acceptance on receipt of bills in duplicate.
   D. Notwithstanding the above, the competent authority based on the recommendation of Technical Committee reserves the right to accept or reject any Quotations to cancel the bidding process and reject all quotations at any time prior to the contract.
   E. The Notification of award to clearly specify any change in the unit price or any of the conditions accepted.
   F. Normal commercial warranty/guarantee shall be applicable to the supplied goods.

   (Ombir Singh)
   Principal

AGREEMENT

I/ We hereby undertake that all the technical and commercial tender conditions and other terms & conditions mentioned in this document from 1 to 18 or any changed conditions prior to the dead line for submission of the bids shall be accepted to us and I / We shall abide by the same fully.

   (Signature of Prop./Manager/Authorised Signatory )

   Full name with date / Rubber Stamp/ TIN No. etc. of the firm.

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PART – II
Technical Bid Form (Envelope “A”)

GENERAL INFORMATION ON PROFILE OF THE BIDDER and Attachments

1.1 Name of the Firm:
1.2 Nature of the Firm: Public / Private / Partnership/ Proprietorship
1.3 Address with Phone No / Mobile No. , Fax and E-mail.
1.4 Copy of two Supply Orders/ Bills for Rs 10.00 Lakhs each or one single supply order for Rs 15.00 Lakhs and above during last 2 years 2017-18 & 2018-19.
1.5 Copy of the PAN Card in the name of firm.
1.6 Firm Registration No.
1.7 Copy of GST No.
1.8 Copy of latest IT Return / Clearance Certificate for 2016-17 & 2017-18 of firm.
1.9 Copy of latest GST Returns 2017-18 of firm.
1.10 Solvency Certificate in Original for Rs.30 lakhs issued on or after 01.03.2019
1.11 Copy of Balance sheet for 2016-17 & 2017-18 duly attested by the C.A.
1.12 An affidavit regarding that the firm has never been blacklisted on Non Judicial Stamp Paper of Rs 50/-. 
1.12 Details of Earnest Money Deposit (EMD) – Amount: Rs1,50,000/- (Rupees One Lakh Fifty Thousand only) in favour of KVS RSCB Account, Mumbai.
1.13 Documents for partnership firm / other firm.
1.14 All enclosures should be signed with Firm Seal by the owner / Partner/ Director/ Manager.
1.15 Copy of Authorization Certificate of Reputed Company.
1.16 Copy of Exemption certificate issued by the NSIC authorities along with the list of items, if applicable. Otherwise EMD is Compulsory for all.

Note:-
1. All the documents submitted should be self- attested and stamped by the bidder.
2. Bidder will not enclose any other additional documents other that asked above.
3. All the pages of the above enclosures will be serially numbered and the total number of enclosed pages should be mentioned as ……….. (Total No. of pages enclosed)

It is certified that I/ We have read and understood the above Technical specifications and have quoted the rates accordingly. The supplied product will match the above specifications. If any deviation is found in the supplied products, the firm is liable to any punitive action, as mentioned in the terms and conditions of the tender.

Signature of the bidder
Authorized person with seal
Date & Place
Checklist of Documents to be enclosed along with Technical Bid.

Technical Bid shall be opened first and evaluated. The financial bid will be opened only for the firms which qualify in the technical bid evaluation. **Self- attestation of the following each and every document is required to be submitted with the Technical Bid by the bidder along with seal.**

1. The Demand Draft for Rs.1,50,000/- (Rupees One Lakh fifty thousand only) towards EMD amount and Rs.1000/- (One Thousand only) towards tender fee, if applied on downloaded documents. Cheques will not be accepted in any circumstances and tender will be treated as received without EMD and hence unresponsive.

2. Terms and conditions as per Annexure –I duly signed in token of acceptance of all T&Cs from 1 to 18 above as in Part I of the Tender.

3. Along with the quotations, a copy of GST certificate, and any other certifications from concerned authorities etc. be enclosed.

4. The supplier should have minimum annual turnover of Rs. 50 Lakh, for last two years from the business of sports goods material. The copy of audited balance sheet of the firm for last 2 years i.e. 2016-17 & 2017-18.

5. Latest IT Return of the firm for the year 2016-17 & 2017-18.

6. Solvency certificate in Original from the Bankers for Rs.30 Lakhs issued anytime during current year i.e. After 1st March, 2019.

7. An affidavit of Non Judicial Stamp Paper of Rs 50/- duly notarized will have to be submitted by the firm declaring:
   i. That the firm has never been blacklisted by any Govt. / Pvt. Organization / Institution or department.
   ii. That the firm has never been penalized for sub-standard quality / short supply / delayed supplies.

8. The bidder must have the experience in the job of supply of sports articles / items. Attach copies of bills/ orders.

9. Copies of 02 work orders valuing atleast Rs.10.00 lakh each or one copy of single work order of **Rs.15.00 lakh** and above transacted by the bidder during last two years from Central/State Govt./PSUs/reputed organization be attached.

10. Any other documents as required by the text inside the documents.

11. **Display of Sports items whose rates are quoted in the Tender documents are mandatory.**

Signature of the bidder with date &
Seal of the firm.
PART – III

COMMERCIAL BID (ENVELOP “B”)

(To be submitted in original along with the tender)

Date: __________

The Principal
Kendriya Vidyalaya Koliwada,
CGS colony, Sector 1, Kane
Nagar, Antop Hill, Mumbai


Sir,

Having examined the tender documents, terms and conditions stipulated therein, specification of work etc., I/We, the undersigned offer to execute the work of supply of sports material in conformity with the said specifications and conditions of contract.

If our bid is accepted, we shall submit the performance securities as per the conditions mentioned in the contract. We agree to abide by this bid for a period of one year from the date of opening of financial bid and it shall remain binding upon us as may be accepted at any time before the expiry of that period. The rates quoted above are applicable for the entire work supply of sports material to be done as per the quantity and quality mentioned in the tender form.

The commercial bid for quoting the rates (without Price) is enclosed herewith as PART-III of the tender documents.

Signature of the Bidder
With full Name & Seal
**ANNEXURE ‘A’**

Ref:________________________

Date: __________

To

The Principal
Kendriya Vidyalaya Koliwada,
CGS colony, Sector 1, Kane Nagar,
Antop Hill, Mumbai

Subject:- Representative Authorization Letter.

Ms./Mr.________________________is hereby authorized to sign relevant documents on behalf of the Company in dealing with Tender No. F.2718/ tender/KVKOl./2019-20 Date- 08/04/2019. He is also authorized to attend meetings & submit Technical & commercial information as my be required by you in the course of processing above said application,

Authorized Signatory

Representative Signature

Signature Attested
Note: It should be on the letter head of the firm/tenderer duly signed and stamped authorized signatory.

Annexure—“B”

(To be furnished on non-judicial stamp paper duly attested by the Notary).

**AFFIDAVIT**

I/We M/s ________________________________ are registered as Manufacturer/Distributor/Supplier of ________________________________ as per Sale Tax Registration Certificate No. issued by ________________________________ having registered office at ________________________________ and manufacturing/Supply base at ________________________________ do hereby declare and solemnly affirm that I/We have not been Black-Listed, nor mine/our Tenders or Supply Orders have ever been cancelled by any State/UT/Central Government or any partner or shareholder either directly or indirectly connected with or has any subsisting interest in the business of my/our firm nor any legal proceedings have ever been initiated/pending or any penalty has ever been levied due to delay of non completion of supply order by any State/UT/Central Government or by any authority.

DEPONENT

Place: _________
Dated: _________

Verification

I/We do hereby solemnly declare and affirm that the above declarations are true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed therein.

DEPONENT