



**National Games Secretariat  
for and on behalf of the  
Directorate of Sports & Youth Affairs,  
Government of Kerala**

**Request for Proposal (RFP)  
for the Supply of Equipments for  
Basketball for the  
35th National Games – Package 25 (Domestic  
tender)**

**Tender No: 21/NGOC/2014-15**

**August 4, 2014**

**National Games Secretariat,  
Chandrasekharan Nair Stadium, Palayam,  
Thiruvananthapuram, Kerala, India**

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**Website: [www.35thnationalgames.in](http://www.35thnationalgames.in)**

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## Disclaimer

This ***“Request for Proposal” (“RFP”)*** for the Supply of Equipment for Basketball for the **35<sup>th</sup> National Games** being held in the State of Kerala, is issued by the ***“National Games Secretariat” (“NGS”)*** for ***Director, Sports and Youth Affairs, Government of Kerala, on behalf of the Governor of Kerala.***

National Games Secretariat is the Nodal Agency formed by the **Department of Sports & Youth Affairs, Government of Kerala (GoK)** for facilitating the conduct of the **35<sup>th</sup> National Games**. This RFP is neither an agreement, nor an offer or invitation to perform work of any kind to any Party. The purpose of this RFP is to provide interested parties with information to assist them in the preparation of their Bid.

Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither NGS, nor any of its Officers or Employees, nor any of their Advisers nor Consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed Project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the Recipients or their Professional Advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the Party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of NGS. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for making a decision for participation in this process. Neither NGS nor any of its officers, employees nor any of its advisors nor consultants undertakes to provide any Party with access to any additional information or to update the information in this RFP or to correct any inaccuracies therein which may become apparent. Each Party must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed Project, the regulatory regime which applies thereto and by and all matters pertinent to the Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the Project.

This RFP includes certain statements, estimates, projections, targets and forecasts with respect to the Project. Such statements estimates, projections, targets and forecasts reflect various assumptions made by the Management, Officers and Employees of NGS, which assumptions (and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of

forecasts or the assumptions on which they may be based & nothing in this RFP is, or shall be relief on as, a promise, representation or warranty.

## ***1. Section I – Project Background and Notice Inviting Bids***

### ***1.1 Project Background***

- a. The National Games of India is the premier Multi Discipline Sporting Event held in the country, once in every two years. As the custodian of the National Games, the Indian Olympic Association (IOA) has allotted the 35<sup>th</sup> National Games to the State of Kerala in South India. The 35<sup>th</sup> National Games are now scheduled to be held from 31<sup>st</sup> January, 2015 to 14<sup>th</sup> February, 2015.
- b. The National Games Secretariat (the “NGS”) is the Nodal Agency of the State Government of Kerala, mandated with the responsibility of organizing the 35<sup>th</sup> National Games of India.
- c. The Games are to be held during a 15 day period in 30 Venues located across seven Districts of the State of Kerala. Competitions will be held in 31 Disciplines, which will attract the crème-de-la-crème of the Sports Fraternity of India to the State of Kerala to participate in this largest multi-sport Event of India. The details of Venues and the respective Sports are attached as Annexure 5.
- d. The Director, Directorate of Sports & Youth Affairs, Government of Kerala, is procuring Sports Equipments and Goods for the smooth conduct of the 31 Sports Disciplines of the 35<sup>th</sup> National Games.
- e. As the Nodal Agency mandated with the responsibility of organizing the 35<sup>th</sup> National Games, the National Games Secretariat (NGS) is assisting the Directorate in the procurement process of Sports Equipments and Goods. **Hence, all correspondence with respect to this RFP may kindly be carried out with the Chief Commissioner and Principal Coordinator at the address mentioned below:**

**Chief Commissioner & Principal Coordinator  
National Games Secretariat,  
Chandrasekharan Nair Stadium, Palayam,  
Thiruvananthapuram, Kerala, India  
Phone: +91 471 2302287  
Fax: +91 471 2302267**

**Email: [35thngskerala@gmail.com](mailto:35thngskerala@gmail.com)**

- f. Through this Request for Proposal (RFP), for Director, Sports and Youth Affairs, Government of Kerala, on behalf of the Governor of Kerala, NGS invites Tenders from reputed Manufacturers / Distributors for the Supply of Equipments for Basketball, for the 35<sup>th</sup> National Games, Kerala.
- g. The Equipments to be supplied against this tender are detailed in Annexure 6.
- h. The Bidders are required to quote for all items detailed in Annexure 6, failing which the Bid will not be considered for evaluation under that Category.
- i. In case the Bidder is not manufacturing all items in the current bid, the Bidder may source such items from third party manufacturers for the purpose of submission to NGS.
- j. The Bidders should quote only in Indian Rupees.
- k. The tender document can be downloaded from the website <http://www.35thnationalgames.in/>
- l. **Key Address and Contact Details are as follows:**

<b>For all queries and clarifications on the RFP</b>
Chief Commissioner & Principal Coordinator National Games Secretariat Chandrasekharan Nair Stadium, Palayam, Thiruvananthapuram-695033, Kerala, India Phone: +91 471 -2302287 Email: <a href="mailto:35thngskerala@gmail.com">35thngskerala@gmail.com</a> ; Website: <a href="http://www.35thnationalgames.in">www.35thnationalgames.in</a>
<b>Bids to be addressed to</b>
The Director, Directorate of Sports and Youth Affairs Jimmy George Indoor Stadium

Vellayambalam, Thiruvananthapuram,  
Kerala, India, Pin:695033

## **1.2 Notice Inviting Bids**

A. The **Directorate of Sports and Youth Affairs, Government of Kerala, India**, for and on behalf of the Governor of Kerala, through this RFP invites online tenders from reputed Manufacturers and Authorized Distributors for the Supply of Equipments for Basketball for use in the 35<sup>th</sup> National Games, scheduled to be held from 31<sup>st</sup> January, 2015 to 14<sup>th</sup> February, 2015. As the Nodal Agency mandated with the responsibility of organizing the 35<sup>th</sup> National Games, the National Games Secretariat (NGS) is assisting the Directorate in the procurement process of Sports Equipments and Goods. Hence, all correspondence with respect to this RFP may kindly be carried out with the Chief Commissioner and Principal Coordinator, National Games Secretariat, at the address mentioned below.

### **B. Key Dates**

<b>No</b>	<b>Events</b>	<b>Details</b>
1	Commencement of issuance of RFP document	August 4, 2014
2	Last date for receipt of queries	4:00 pm, August 16 2014
3	Pre-Bid Meeting	2:00 pm, August 23, 2014
4	Last date for issuance of Corrigendum, if any	August 28, 2014
5	Last date for Submission of Bid	4:00 pm, September 12 2014
6	Date and Time for Opening of Technical Bid	11:00 am, September 18, 2014
7	Date and Time of Opening of Financial Bids	To be intimated later
8	Declaration of Successful Bidder	To be intimated later



**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:

<b>Document Fee</b>	Rs3,000+ VAT @ 5% (Indian Rupees Three Thousand+ VAT @ 5%)
<b>Earnest Money Deposit</b>	Rs15,000(Indian Rupees Fifteen Thousand)

D. NGS 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 NGS for rejection of his Bid. Interested parties may download the RFP from the website <http://www.35thnationalgames.in/>.

**Chief Commissioner & Principal Coordinator,  
National Games Secretariat**

(for Director, Sports and Youth Affairs, Government of Kerala, on behalf of the Governor of Kerala).

Chandrasekharan Nair Stadium, Palayam,  
Thiruvananthapuram-695033, Kerala, India

Phone: +91 471 -2302287

Email: [35thngskerala@gmail.com](mailto:35thngskerala@gmail.com);

Website: [www.35thnationalgames.in](http://www.35thnationalgames.in);

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

**2.1**        *--Clause Deleted --*

### **2.2**        ***Pre-Qualification Criteria for Participation***

- 1 The Bidder must be a reputed Manufacturer/ Distributor with prior experience of having manufactured/supplied Sports Equipment detailed in Annexure 6.
- 2 The Bidder should have a minimum average annual turnover of Rs Forty Five Lakhs (INR 45,00,000), specifically from the sale of Sports Goods and Equipments, in the past 5 financial years.
- 3 The Bidder should have been in the business of Manufacturing of Equipments and Accessories for the past 5 years or Supply of Equipments and Accessories, for equipment of a similar nature to that detailed in Annexure 6 for the past 3 years.
- 4 The Bidder must have successfully supplied majority of the tendered items, listed in the RFP, for at least 3 major National/International Sporting Event, recognized by the International Basketball Federation (FIBA)/Basketball Federation of India (BFI), during the past 5 years.
- 5 The equipment should be approved/licensed/preferred by the International Basketball Federation (FIBA)/Basketball Federation of India (BFI), OR used in the National/Asian/Continental Championships recognized by the International Basketball Federation (FIBA)/Basketball Federation of India (BFI).
- 6 The Documentary proof of all the aforesaid Pre-Qualification requirements shall be submitted as part of Technical Package in the Pre-Qualification Response Sheet Annexure 2 – Form 2, failing which the bid is liable to be rejected.

## **2.3      *Pre-Bid Conference***

- a. NGS shall hold a Pre-Bid Conference on the date and time specified in Clause 1.2 (B), at NGS Conference Hall, to discuss the details related to the Project 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 NGS before the date specified in Clause 1.2 (B). Queries received after the set time limit may not be considered by NGS.
- c. NGS, at its discretion, may respond to queries after the Pre-Bid Conference and such response(s) shall be posted on the NGS website as identified above.
- d. Attendance of the Applicants at the Pre-Bid conference is not mandatory.

## **2.4      *Clarifications on RFP***

- a. All prospective bidders requiring any clarification with regards to this RFP document may notify NGS in writing, by email/tele-fax/mail at the mailing address indicated in Clause No. 1.1 (I). NGS will respond in writing to any request for clarification which is received prior to the Pre-Bid Conference. NGS may not respond to any request for clarification to queries on this Document, received later than the date of the Pre-Bid Conference.
- b. The reply to the queries of various bidders in the Pre-Bid Conference would be put up on the website of the 35th National Games and if required, appropriate corrigendum to this RFP document would also be put up on the website.
- c. Such corrigendum/Corrigenda, if issued, would form part of this RFP and Bidders would be advised to prepare their proposals in accordance with the RFP and the corrigendum/Corrigenda.

## **2.5      *Amendment to RFP Document***

- a. At any time prior to the last date for the issuance of corrigendum as mentioned in this RFP, NGS may, for any reason, whether at its own initiative or in response

to a clarification requested by a prospective Bidders, modify the RFP Document by a Corrigendum/Corrigenda.

- b. Such Corrigenda, if any, shall be uploaded in the website 35thnationalgames.in.

## **2.6 RFP Document Fees**

The document fee specified in Clause 1.2 (C) shall be remitted through a Demand Draft only. Bidders should remit the Document Fee using the online payment options of e-Procurement system only. Bidders should remit the Document Fee through a non-refundable Demand Draft drawn in favour of the “**CEO & Secretary, National Games Secretariat**”, payable at Thiruvananthapuram, Kerala, India.

## **2.7 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 RFP 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 RFP 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.

## **2.8 Documents Comprising the Bid**

- a. The proposal shall be submitted in 2 (Two) parts in 2 (Two) separate envelopes/packages put together in 1 (one) single outer envelope. The Tender Number and Tender Name should be clearly superscribed on the envelope. The 2 parts (collectively referred to as ‘Proposal’) shall be:

### **Part 1- Technical Package**

Part 1, the “**Technical Package**” should have the following documents.

- i. Letter of Bid submission – Format attached as Annexure 1.
- ii. RFP Document Fee for the amount specified in Clause 1.2 (C),furnished in accordance with Clause No. 2.6
- iii. An Earnest Money Deposit (EMD)for the amount specified in Clause 1.2 (C),furnished in accordance with Clause No. 2.13.
- iv. Certificate of Incorporation/ Firm Registration Certificate/ Partnership Deed.
- v. Power of Attorney in favour of person authorized to sign the documents as per Annexure 3.
- vi. Detailed Technical Specification, Manuals and related documentation of quoted equipments.
- vii. Compliance statement of the Technical Specifications of Equipments mentioned in this Document vis-à-vis the specification of quoted Goods.
- viii. Response Sheet as per Annexure 2, containing the following details.
  - a. General Details. (Annexure 2 – Form 1)
  - b. Pre-Qualification Response Sheet. (Annexure 2 – Form 2)
  - c. Experience Details. (Annexure 2 – Form 3)
  - d. Financial Information, including Audited balance sheet for last 5 years duly signed by a Chartered Accountant OR Certificate from Chartered Accountant. (Annexure 2 – Form 4).
- ix. Bidder/Authorized Dealer who quotes for equipment manufactured by other Equipment Manufacturers shall provide an Authorization Letter from the Original Equipment Manufacturer.
- x. RFP Document duly signed by Bidder’s Authorized Signatory.

### **Part 2- Financial Package**

The Part 2, the “**Financial Package**” should be submitted as per the BOQ given in Annexure 8.

NGS reserves the right to reject conditional bids.

## **2.9 Bid Prices**

- a. The Bidders should quote only in Indian Rupees.
- b. Prices quoted in the Bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, NGS reserves the

right to negotiate the prices quoted in the Bid to effect downward modification before award of Contract to the responsive Bidder.

- c. The Contract shall be for the Scope of Supply as mentioned in Section 5 of this RFP, 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 RFP without any additions, alterations and conditions. The Contract Price quoted by the Bidders should include all costs associated with the Supply, including any out of pocket / mobilization expenses, packing/unpacking charges, freight, loading/unloading charges, transit insurance, duties, taxes, charges, levies, cess, VAT, etc.
- d. The Financial Bid format uploaded as BoQ, contains the following elements:
  - i. Ex - factory/ Ex –Godown
  - ii. Cost for Packing and Forwarding
  - iii. Excise Duty, if applicable
  - iv. CST /VAT
  - v. Freight to NGS Site, Transit Insurance, unloading and Incidental costs till NGS's site
  - vi. Landed cost at NGS site
- e. Conditional Bids will be summarily rejected

## **2.10 Proposal Preparation and Submission Costs**

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

## **2.11 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.

## **2.12 Currency of Bid**

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

## **2.13 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 has to be furnished either through a non-refundable Demand Draft drawn in favour of the “**CEO & Secretary, National Games Secretariat**”, payable at Thiruvananthapuram, Kerala, India, OR through an unconditional and irrevocable Bank Guarantee from a Nationalized/Scheduled Bank in India or Commercial Bank in the Country of the Bidder. The Bank Guarantee should be as per the format provided in Annexure 7.
- b. 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.
- c. Unsuccessful Bidder's EMD will be refunded without interest after the award of the Contract to the Successful Bidder. The Successful Bidder's EMD will be refunded without interest upon the Successful Bidder deposit the required Performance Bank Guarantee.

- d. 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 s/he fails within the specified time limit to:
    - (a) Sign the Contract Agreement or,
    - (b) Furnish the required Performance Security Bank Guarantee.

## **2.14 Bid Validity**

- a. Bids shall be valid for a period 120 days from the last date of submission of Bids or the extended date thereof. NGS 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, NGS 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, NGS 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.

## **2.15 Submission of Bids**

- a. Bids shall be submitted to:

**Chief Commissioner and Principal Coordinator,  
National Games Secretariat,  
Chandrasekharan Nair Stadium, Palayam,  
Thiruvananthapuram - 695033, Kerala, India.**

Ph: +91 471 2302287

Fax: +91 471 2302267

Email: 35thngskerala@gmail.com



Website: [www.35thnationalgames.in](http://www.35thnationalgames.in)

- b. Bids shall be submitted by hand or through registered post or courier service at the address mentioned above. NGS shall not take any cognizance and shall not be responsible for delay/loss in transit or non-submission of the Bid in time.
- c. The Equipments to be supplied against this tender are detailed in Annexure 6. The Bidders are required to quote for all items detailed in Annexure 6, failing which the Bid will not be considered for evaluation.
- d. Offers sent through fax, telex, e-mail and tenders submitted after the deadline of submission will not be considered.
- e. Bidders should remit the EMD through Bank Guarantee/ Demand Draft only.
- f. NGS shall not be responsible for any delays reasons whatsoever in receiving as well as submitting offers.

## **2.16 Due Date of Bid Submission**

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

## **2.17 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.

## **2.18      *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 3 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 NGS from the Bidder, shall be furnished and signed by the said signatory of the Bid.

## **2.19      *Opening of Bids***

- a. The Bids shall be opened 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 the office of National Games Secretariat. 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 Packages mentioned in clause 2.8. Following the evaluation of responsiveness, the Technical Evaluation shall be carried out. The financial packages of all responsive Bids will be opened after the technical evaluation as per the procedure mentioned in the RFP document, in the presence of qualified bidders, who will be intimated.

## **2.20      *Evaluation of Bids***

- a. For the purpose of evaluation of the Bids received against this RFP, a Core Group of the Technical Committee of National Games Organizing Committee shall be constituted.
- b. The Core Group would subsequently examine and evaluate the Bids received, as per the criteria set out in this RFP.
- c. The detailed evaluation process is mentioned in Section 3 of this RFP.

## **2.21 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 email/tele-fax.

## **2.22 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 NGS 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.

## **2.23 Notification of Award**

- a. NGS 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 bidders shall be entertained.
- b. The Letter of Award shall constitute a part of the Bid.

## **2.24 Signing of Agreement**

- a. NGS shall prepare the Contract Agreement to be signed between the two parties. The Successful Bidder, within 21 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, NGS 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.

## **2.25 Performance Bank Guarantee**

- a. The successful Bidder shall, at his own expense, deposit with National Games Secretariat, within Twenty One (21) 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 to National Games Secretariat, 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 4.
- b. This Performance Bank Guarantee will be for an amount of 5% 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. The PBG shall be valid for a period of 1 (one) month from the expiry date of the warranty period of equipments supplied and accepted by NGS.
- d. The Performance Bank Guarantee may be discharged / returned by NGS 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.
- e. In the event of the Agency being unable to service the contract for whatever reason, NGS would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of NGS under the Contract in the matter, the proceeds of the PBG shall be payable to NGS as compensation for any loss resulting from the agency's failure to complete its obligations under the Contract. The NGS 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.
- f. The NGS 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.

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

Notwithstanding anything mentioned in this RFP, NGS 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 NGS's action.

## **2.27 Right to Terminate the Process**

- a. NGS 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, NGS will notify in writing to all the Bidders within 10 days of such decision. NGS is not obliged to provide any reason or clarification to any Bidder on this account. NGS'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.

## **2.28 Project Timeline**

- a. The Successful Bidder should follow the below mentioned timelines

<b>Sl No</b>	<b>Milestones</b>	<b>Timelines</b>
1	Date of Contract Signing	T

2	Delivery of all Equipment mentioned in the RFP at the designated delivery location	T+60 Days
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## **2.29 Payment Modalities**

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

90% of the total contract value after Inspection and acceptance, after all items have been supplied. NGS undertakes to get this inspection done within 15 days of delivery. No payment will be given for partial supply. The following documents have to be submitted on delivery:

1. Supplier's invoice showing contract number, Details and Description of goods, Quantity of Supplies , unit price and total amount;
2. Purchaser Receipt Certificate;
3. Packing list identifying contents of each package;
4. Inspection Certificate issued by the nominated third party Inspection agency, if applicable as per Contract.

### **(ii) After Closing Day of Games**

10% payment after the Closing Day of the Games:

- a. The supplier 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 as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- c. The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to the Purchaser.

## **2.30 Disqualification of Bid**

- a. Even if a Bidder meets the above criteria, NGS 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 RFP.

## **2.31 Fraudulent and Corrupt Practices**

- a. NGS 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 NGS's inspection and audit rights

- c. NGS 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. NGS will blacklist a company, firm or an individual; if at any time, NGS, 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 NGS 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 NGS 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 NGS to inspect any accounts and records and other documents relating to the bid submission and contract performance.



## **2.32      *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 NGS shall be final and binding on all parties.

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

### ***3.1 General Instructions***

- a. The bid should be submitted latest by the time specified in Clause 1.2 (B).
- b. The Technical 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 RFP document. The Applicants are expected to examine the RFP 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, NGS 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 RFP documents by issuing suitable Corrigendum. Such Corrigendum/Corrigenda, if issued, would form part of this RFP.
  - a. NGS reserves the right not to follow-up this RFP process and terminate the entire selection process without any obligation to any of the Agencies at any stage.
  - b. The Bids will be opened in the presence of Bidders or their authorized representatives who may choose to attend on date & time as mentioned in this RFP at NGS. If such nominated date for opening of Bid is subsequently declared as a public holiday for NGS, 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 120 days from the last date of submission of Bids or the extended date thereof.
- d. For the purpose of evaluation of the Bids received against this RFP, a Core Group of the Technical Committee of National Games Organizing Committee shall be

constituted. The Core Group would subsequently examine and evaluate the Bids received, as per the criteria set out in this RFP.

### **3.2 *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, NGS 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 RFP.
  - iii. Is unconditional and conforms to all the terms, conditions and specifications of RFP without material deviation or reservation.
- d. The Bids which are not responsive will be rejected by NGS.

### **3.3 *Pre-Qualification Evaluation***

- a. The Applications, which are responsive, shall be considered for further evaluation. NGS shall evaluate each Application for its compliance to Pre-Qualification criteria mentioned in this RFP Document.
- b. Applications meeting all the Pre-Qualification criteria shall be selected for technical evaluation.
- c. Any Agency not meeting any of the Pre-Qualification criteria shall not be considered for Technical Evaluation.

### **3.4 *Technical & Financial Evaluation***

- a. The Technical Package of the responsive Bids will be opened first and 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 RFP, 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 RFP.
- c. Only the Financial Packages of Technically Qualified Applicants shall be opened on a later date, which will be intimated to the Technically Qualified Applicants.
- d. For comparison for ranking purpose for evaluation, the comparison of the responsive Bids shall be carried out Free Delivery at Purchaser Site basis.
- e. The Agency with the lowest financial quote (L1), who meets all the terms and conditions mentioned in this RFP shall be selected as the Successful Bidder.
- f. A Contract shall be signed within a period of 21 days of the Letter of Award with the Successful Bidder following the submission of requisite Performance Security. 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, NGS 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.

### **3.5        *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, NGS reserves the right to pick the value which it considers as beneficial to the government.

### **3.6**      ***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. The Bidders may quote for supplying all the items in the aforesaid 4 Categories or alternatively select the Category/ (ies) of their choice. The Bidders are required to quote for all items in the selected Categories for which the Bid is being submitted. For each of the categories selected by the Bidder, the quote should be submitted for all items under that category, failing which the Bid will be rejected.
  - iv. Price Bid that does not conform to the BoQ format given as part of this RFP.
  - v. Financial Bid not satisfying any of the criteria mentioned in this RFP document.

### **3.7**      ***Selection of the Successful Bidder***

- a. Once the financial quotations of all Bids are evaluated, the bidder quoting the least amount will be ranked as L1.
- b. The bidder ranked L1 shall be declared as the Successful Bidder.

### **3.8**      ***Letter of Award***

- a. The Successful Bidder would be notified in writing by NGS by issuing the Letter of Award (LOA) in favour of the Bidder, following which a Contract Agreement shall be executed between NGS and the Successful Bidder within 21 days of issuance of LOA.
- b. The Letter of Award shall constitute a part of the Bid.

### **3.9**      ***Failure to Agree with the Terms & Conditions of the RFP***

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

### **3.10**      ***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 NGS.

## ***4 Section IV – General Conditions***

### ***4.1 Despatch Documents for Goods***

- a. The supplier should send all the relevant documents to NGS well in time.
- b. The supplier should notify NGS about the complete details of shipment within 24 hours of dispatch.

### ***4.2 Warranty***

- a. All the equipments supplied by the Selected Agency shall be guaranteed for satisfactory performance for a period of 18 months from the date of delivery at site specified by NGS. 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 18 months, the selected bidder shall promptly replace or rectify the defective items within a reasonable time free of cost, at the destination.
- b. If the supplier, having been notified of the defects, fails to rectify/replace the defect(s) in reasonable timeframe, NGS may proceed to take such remedial action(s) as deemed fit by the NGS, at the risk and expense of the Selected Bidder and without prejudice to other contractual rights and remedies, which NGS may have against the supplier.

### ***4.3 Variation of Quantities***

- a. Authority reserves the right to increase / decrease by up to 25 %, the quantity of goods and services mentioned in the Annexure 6 without any change in the unit rates and other terms & conditions specified in this document.

### ***4.4 Packing of Equipments***

- a. 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.

#### **4.5      *Octroi Duty and Local Duties & Taxes:***

- a. Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the Purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser.
- b. However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the Purchaser to enable the Purchaser reimburse the supplier and take other necessary action in the matter.

#### **4.6      *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 RFP.
- b. NGS 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 equipments and performance of services.
  - i. Termination of the Contract
  - ii. Imposition of Liquidated Damages,
  - iii. Forfeiture of Performance Security

#### **4.7      *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, NGS 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%, NGS 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. NGS 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, NGS also reserves the right to arrange immediate supply of the tendered items from alternative sources, at the risk and cost of the supplier

## **4.8        *Disputes***

- a. If a dispute of any kind whatsoever arises between NGS and the Successful Bidder in connection with or arising out of the RFP or the execution of the Contract, whether during the execution of the Project 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 NGS, the matter in dispute shall be referred in writing to the Chief Commissioner & Principal Coordinator , NGS.
- b. Not later than 21 days after the day on which it received such reference, the Chief Commissioner & Principal Coordinator of NGS 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 Chief Commissioner & Principal Coordinator shall be final.

## **4.9        *Arbitration***

- a. The Parties shall seek to resolve, in good faith, any dispute, controversy, claim or breach arising out of transactions in relation to this Agreement, by Alternative Dispute Resolution (ADR) including MED-ARB (Mediation to Arbitration), and ARB-MED (Mediation while Arbitration).
- b. The arbitration proceedings shall be conducted in accordance with the provisions under the Arbitration and Conciliation Act 1996.
- c. The seat of arbitration shall be Thiruvananthapuram and the language will be English.

#### **4.10      *Jurisdiction***

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

#### **4.11      *Applicable Law***

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

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

- a. National Games is the premier multi disciplinary Sporting Event held in India and the State of Kerala in South India is now hosting the 35th edition of the Games. The 35th National Games are scheduled to be held in the seven Districts of the State, namely Kannur, Kozhikode, Thrissur, Ernakulam, Alappuzha, Kollam and Thiruvananthapuram. The Venue and location where the Basketball event will be held is detailed below.

<b>No</b>	<b>Name of Venue</b>	<b>Events / Competition Disciplines</b>
1	Indoor Stadium, Mundayad, Kannur District	Basketball

- b. Schedule of Equipments
- i. The Equipments to be supplied against this tender are detailed in Annexure 6 of this RFP.
  - ii. Location of Consignee

The Equipments/Goods covered in this RFP are to be delivered, unpacked and assembled for ready use at the Consignee Site, which is Indoor Stadium, Mundayad, Kannur District, Kerala.

***Annexure 1 - Letter of RFP submission***

[Date]

Director,

Directorate of Sports and Youth Affairs  
Jimmy George Indoor Stadium  
Vellayambalam, Thiruvananthapuram,  
Kerala, PIN:695033

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

**Fax:** 0471-2327271

**Telephone:** 0471-2327271, 0471-2326644

Dear Sir,

**Sub: Letter of RFP 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 RFP document, hereby apply as Applicant for the above mentioned project, 35th National Games, 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 RFP Document.
3. Our Application is valid till [--date in figures and words--]

4. NGS 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. NGS 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 our knowledge and beliefs.

For and on behalf of (name of Applicant)

Signed .....

Name .....

## ***Annexure 2 – Form 1 – General Details***

1. Details of Applicant (Application for the Project)
  - (a) Name of Company:
  - (b) Address of the corporate headquarters and its branch office(s), if any, in India:
  - (c) Date of Incorporation and Commencement of Business
  - (d) Address of Manufacturing Unit:
2. Brief description of the Company including details of its main lines of business:
3. Details of individual (s) who will serve as the point of contact/ communication within the Company:
  - (a) Name :
  - (b) Designation :
  - (c) Company :
  - (d) Address :
  - (e) Telephone Number :
  - (f) E-Mail Address :
  - (g) Fax Number :
4. Name, Designation, Address and Phone Numbers of Authorised Signatory of the Applicant:
  - (a) Name :
  - (b) Designation :
  - (c) Address :
  - (d) Phone No. :
  - (e) Fax No. :
  - (f) E-mail :

**Annexure 2 – Form 2 – Pre-Qualification Response Sheet**

<b>Sl No</b>	<b>Criteria</b>	<b>Documentary Proof required</b>	<b>Document Submitted by Bidder</b>
1	The Bidder must be a reputed Manufacturer/ Distributor with prior experience of having manufactured/supplied Sports Equipment detailed in Annexure 6.	Certificate of Incorporation/ Certificate of Commencement of Business/ Memorandum and Articles of Association.  Affidavit from the Distributor to state that he is the authorized Distributor of the Manufacturer.	
2	The Bidder should have a minimum average annual turnover of Rs Forty Five Lakhs (INR 45,00,000), specifically from the sale of Sports Goods and Equipments, in the past 5 financial years	Audited balance sheet for last 5 years duly signed by a Chartered Accountant  OR Certificate from Chartered Accountant	
3	The Bidder should have been in the business of Manufacturing of Equipments and Accessories for the past 5 years or Supply of Equipments and Accessories, for equipment of a similar nature to that detailed in Annexure 6 for the past 3 years.	Details of Assignments Undertaken (Supply of Equipments mentioned in Annexure 6)with  Copies of Supply Orders/ Satisfactory Performance/ Commendation Certificates from Event Organizers.	
4	The Bidder must have successfully supplied majority of the tendered	Certificate from Championship Organisers.	

<b>Sl No</b>	<b>Criteria</b>	<b>Documentary Proof required</b>	<b>Document Submitted by Bidder</b>
	items, listed in the RFP, for at least 3 major National/International Sporting Event, recognized by the International Basketball Federation (FIBA)/Basketball Federation of India (BFI), during the past 5 years.		
5	The equipment should be approved/licensed/preferred by the International Basketball Federation (FIBA)/Basketball Federation of India (BFI), OR used in the National/Asian/Continental Championships recognized by the International Basketball Federation (FIBA)/Basketball Federation of India (BFI).	Documentary Evidence stating that the Equipment being supplied is approved/ licensed/ preferred by International Basketball Federation (FIBA)/Basketball Federation of India (BFI).  Certificate from Asian/ Continental Championship Organisers	



***Annexure 2 - Form 3: Experience Details of Manufacturer***

(Separate table for each Assignment)

<b>Item</b>	<b>Details</b>
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 2 - Form 4: Financial Details of Manufacturer***

<b>Year</b>	<b>Annual Turnover (in Rs)</b>
2012-2013	
2011-2012	
2010-2011	
2009-2010	
2008-2009	

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

**Annexure 3 - 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 authorise 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 necessary in connection with or incidental to our Application for the Project, *including signing and submission of all documents and providing information / responses to NGS, representing us in all matters before NGS, and generally dealing with NGS in all matters in connection with our Application for the said Project.*

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things 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 4- Performance Bank Guarantee**

Ref. No.

Bank Guarantee No

Dated

To,

The Director,

Directorate of Sports and Youth Affairs

Jimmy George Indoor Stadium

Vellayambalam, Thiruvananthapuram,

Kerala, PIN:695033

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

**Fax:** 0471-2327271

**Telephone:** 0471-2327271, 0471-2326644

1. Against contract vide Notification of Award covering "Tender for ..... " (hereinafter called the said 'contract') entered into between the National Games Secretariat, Government of Kerala, (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 fulfilment 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

-----

(Signature)

Full name and official  
Address (in legible letters)

WITNESS NO. 2

-----

(Signature)

Full name and official  
Address (in legible letters)

-----

(Signature)

Full name, designation and  
address (in legible letters)  
With Bank stamp

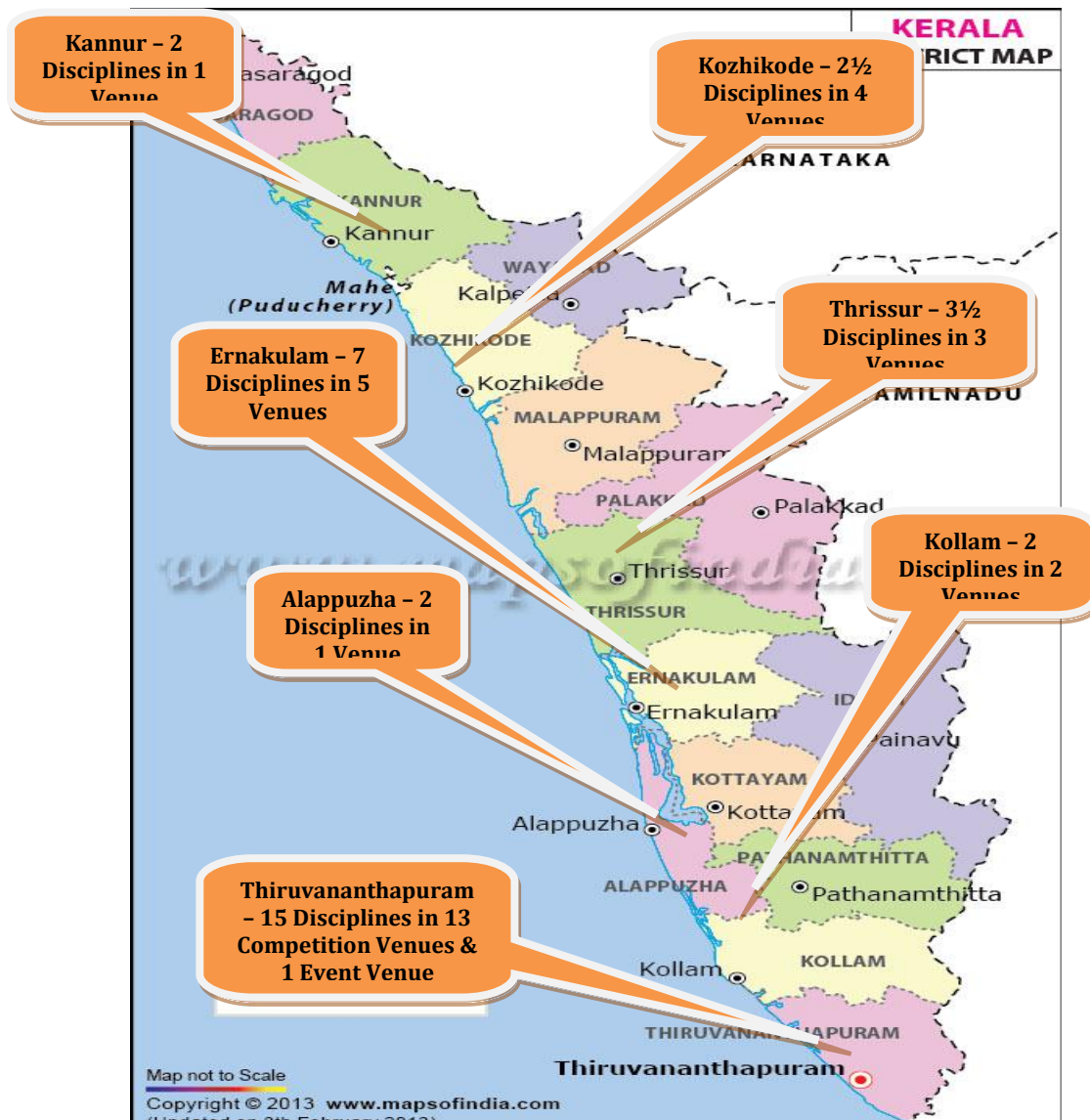
Attorney as per power of

Attorney No.....

Dated.....

### Annexure 5 - 35th National Games- The Venues

For the first time in the history of the National Games, the 35th National Games is scheduled to be held in the seven Districts of the State of Kerala, namely, Kannur, Kozhikode, Thrissur, Ernakulam, Alappuzha, Kollam and Thiruvananthapuram.



The Games shall have 31 Competition Disciplines and 2 Demonstration Events to be held in 29 Competition Venues and 1 Event Venue over a two week period. The 29 Competition Venues and the respective Events / Disciplines proposed to be held in each Venue are listed in below Table.

<b>Sl No</b>	<b>Name of Venue</b>	<b>Events / Competition Disciplines</b>
<b>Thiruvananthapuram</b>		
1	Aquatic Complex, Pirappancode	Aquatics
2	University Stadium, Palayam	Athletics
3	Jimmy George Indoor Stadium , Vellayambalam	Gymnastics & Handball
4	Shanghumugham Beach	Beach Handball
5	Sreepadam Stadium, Attingal	Kabaddi& Kho Kho
6	Indoor Stadium, Agricultural College, Vellayani	Netball & Taekwondo
7	NH Bye pass, Kovalam	Triathlon
8	Tennis Complex, Kumarapuram	Tennis
9	Karyavattom Stadium/LNCPE	Wushu
10	Chandrasekharan Nair Stadium, Palayam	Squash
11	LNCPE Velodrome, Karyavattom	Cycling
12	New Shooting Range, Vattiyoorkavu	Shooting
<b>Kollam</b>		
13	New Hockey Stadium, Ashramam	Hockey
14	LalBahadurShastri Corporation Stadium	Rugby 7s
<b>Alappuzha</b>		
15	VembanadLake	Canoeing & Kayaking and Rowing;
<b>Ernakulam</b>		
16	JawaharLal Nehru Stadium, Kaloor	Archery
17	Rajiv Gandhi Indoor Stadium, Kadavanthra	Badminton & Table Tennis
18	CIAL Trade Fair Centre, Nedumbassery	Fencing
19	CIAL Golf Course, Nedumbassery	Lawn Bowls
20	Munambum Beach	Yachting
<b>Thrissur</b>		
21	Corporation Stadium, Thrissur	Football (Women)
22	VKN Menon Indoor Stadium	Judo & Weightlifting
23	Indoor Stadium, Thriprayar	Boxing
24	Police Academy Shooting Range, Thrissur	Shooting – Trap & Skeet
<b>Kozhikode</b>		
25	Corporation Stadium	Football ( Men)



<b>Sl No</b>	<b>Name of Venue</b>	<b>Events / Competition Disciplines</b>
26	Medical College Ground	
27	VKK Menon Indoor Stadium	Volleyball
28	Kozhikode Beach	Beach Volleyball
<b>Kannur</b>		
29	Indoor Stadium, Mundayad	Basketball & Wrestling

## Annexure 6: Schedule of Equipments

SI No	Item	Quantity	Unit
1	Possession arrow for official table	2	Number
2	Ball cages 120cm x60cm x75cm(carrying 24 balls,made of Square pipe 1" 16 gauge with handle,locking clamp & wheels(Heavy duty)	6	Number
3	Basketball Nets	10	Set
4	Player foul marker	2	Set
5	Team foul indicator	2	Set
6	Team foul Marker	2	Set
7	Two signals distinctly with separate loud sounds	2	Number
8	Inflators	2	Number
9	PORTABLE BACKSTOP UNIT - Portable Back stop with 30 mm transparent back board with international standard approved by BFI &Govt of India, dunking ring with spring mechanism, 3.2 mts projection anti-whip net safety padding to front, sides, backboard floor connected set with floor hook---With Installation	1	Set
10	Leather Basketball 6 size(Women)	30	Number
11	Leather Basketball 7 size (Men)	30	Number

- **Please note that the specifications provided in the above Schedule of Equipment in the RFP are indicative. Any specification equivalent to them, and accepted by International Basketball Federation (FIBA)/Basketball Federation of India (BFI)is accepted. Copy of certificate from International Basketball Federation (FIBA)/Basketball Federation of India (BFI)approving the specification, should be attached.**
- **NGS reserves the right to refrain from placing order for certain items in the above list, or to modify the quantities to be procured for each item, depending on the requirements for the 35<sup>th</sup> National Games.**

**Annexure 7 : Model Bank Guarantee Format For Furnishing EMD**

Ref. No.

Bank Guarantee No  
Dated

To,  
The Director,  
Directorate of Sports and Youth Affairs,  
Jimmy George Indoor Stadium Vellayambalam,  
Thiruvananthapuram, Kerala, PIN:695033  
**Email:** dsyagok@gmail.com  
**Fax:** 0471-2327271  
**Telephone:** 0471-2327271, 0471-2326644

Whereas..... (hereinafter called the “tenderer”) has submitted their offer dated ..... for the supply of..... (hereinafter called the “tender”) against the purchaser’s tender enquiry No.....KNOW ALL MEN by these presents that WE.....of having our registered office at..... are bound unto ..... (hereinafter called the “Purchaser”) in the sum of..... for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of.....20.....

The conditions of this obligation are :

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
  - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract
  - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser upto the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the ..... above date.

.....  
(Signature of the authorized officer of the Bank)

.....  
.....

Name and designation of the Officer

.....

Seal, name & address of the Bank and address of the Branch



	with 30 mm transparent back board with international standard approved by BFI & Govt of India, dunking ring with spring mechanism, 3.2 mts projection anti-whip net safety padding to front, sides, backboard floor connected set with floor hook---With Installation										
10	Leather Basketball 6 size(Women)	30	Number								
11	Leather Basketball 7 size (Men)	30	Number								
<b>Total Amount (in Figures):</b>											
<b>Total Amount (in Words):</b>											