## INDIAN OLYMPIC ASSOCIATION OFFICE OF IOA - B-29, QUTAB INSTITTUTIONAL AREA, NEW DELHI - 110016

Date of Issue: 4<sup>th</sup> September, 2023

## SHORT NOTICE TENDER

#### FOR

# SUPPLY OF FORMAL LEATHER SHOES FOR MALE AND LEATHER BELLIES FOR FEMALE FOR THE INDIAN CONTINGENT FOR ASIAN GAMES 2022

# Tender No. AG /104/2023

Last Date & Time for submission of Tenders along with the samples	7 <sup>th</sup> September, 2023 up to 1200 Hrs.
Date & Time for opening of Tender	7 <sup>nd</sup> September, 2023 at 1230 Hrs.

Indian Olympic Association hereby invites sealed short-term tenders from the reputed manufacturer / traders / supplier for supply of formal leather shoes for male and leather belly shoes for female for the Asian Games 2022. Interest bidders may submit their Tenders with Indian Olympic Association with the laid down specification, Instruction and Terms and Conditions:

## SPECIFICATION OF SHOES AND BALLIES

Shoes for Men	Ballies for Women
Genuine Leather upper with absolute Comfort	Genuine Leather upper with absolute Comfort
	with padded insole
The Sole should of high quality TPR that makes	The Sole should of high quality TPR that makes
sturdy and offers stability to your feet.	sturdy and offers stability to your feet.
Wipe with clean, dry cloth when needed	Ballet flats are great for everyday use.
Lace / without Lace	Pull on closure
Submission of Advance Samples is Mandatory	No Heel height
Bidder who will not submit the advance samples	Submission of Advance sample is mandatory
will be liable to rejected	
Valid Test report to be submitted on demand	Bidder who will not submit the advance samples
from Nabl approved Lab	will be liable to rejected
	Valid Test report to be submitted on demand
	from Nabl approved Lab

# **INSTRUCTIONS TO THE BIDDERS**

## 1. Eligibility of the bidders:

# **Bidders**

- (i) should have minimum 5 years of experience of in manufacturing or supplying in bulk (valid proof has to be attached)
- (ii) should have minimum Turnover of Rs. 25 lakh per annum during each of the last three years (valid and certified proof has to be attached)
- (iii) should not have been blacklisted by the any authorities in India. Declaration has to be given in the prescribed format- Annexure-1)

(iv) Should have proper authorization from valid manufacturer throughout the period of the contract in case the firm /agency is not a manufacturer of the items (enclose copy of authorization).

# 2. Earnest Money Deposit:

- (v) The Earnest Money Deposit (EMD) @2% of the bid value should be necessarily accompanied with the Bid of the Agency in the form of Demand Draft drawn in favour of 'Indian Olympic Association and should be kept with the bid in a sealed cover. Tender received without EMD or EMD for lesser amount will be summarily rejected. The submission of EMD is compulsory for all the Bidders and no exemption will be granted for submission of EMD in any case.
- (vi) The EMD in respect of the companies/agencies/firms, which is/are not selected, shall be returned to them within 15 days without any interest after finalization of tender. However, EMD in respect of successful Bidder will be released after receipt of performance security Deposit. Further, if the agency fails to provide performance security as per requirement of IOA within 7 days from the date of placing the order, the EMD shall stand forfeited without giving any further notice.
- (vii) EMD will be forfeited, if the bidders withdrew after submission of the bids or opening of the tenders.

# 3. Documents / Certificates:

The Tendering firms/agencies are required to submit bid enclosing therewith photocopies of following documents (Documents in original should be produced for verification before signing of the agreement), failing which their bids will be summarily/out-rightly rejected and will not be considered any further:

- (a) Registration certificate as per existing norms;
- (b) Copy of GST/TIN Registration Certificates;
- (c) Copy of PAN Card;
- (d) Certified Copies of Income Tax Return filed for last three financial years
- (e) Copy of quality certification from a recognized Institute, if any.

(f) Copy of valid authorization in case the firm /agency/dealer is not a Manufacturer of the item.

(g) Proof of experience in supplying to Govt. Depts. If any.

(h) Declaration regarding blacklisting or otherwise. (Annexure-1)

 Mode of and last date for submission of the Bid Tenders in a sealed envelope should be addressed to the Indian Olympic Association, B – 29, Qutab Institutional Area, New Delhi, and must reach on or before 7<sup>th</sup> September, 2023 by 1200 Hrs.

# Tenders may be

By hand delivered at the afore mentioned address by dropping in the TENDER BOX placed at the Reception Office of IOA Bhavan, New Delhi

# 5. Opening of the bids:

The bids will be opened on 7th September at 1230 hrs in the office of the Indian Olympic Association at B-29, Qutab Institutional Area, New Delhi and evaluated by the authority authorised for the same. The representatives of the bidders, who would like to witness the opening of the bids, are required to submit details such as name and address (residence and office), phone& mobile no, etc, and valid written authorization from the company/firm to Indian Olympic Association B-29, Qutab Institutional Area, New Delhi one day prior to the opening of the bids.

## 6. <u>Signature of the authorized person:</u>

The Tender should be signed by the authorized person and his full name and status should be indicated below his signature along-with the official stamping of the firm / Company

# 7. Proper Filling up of the tender form:

All entries in the tender form should be legible and filled clearly. If the space for furnishing information is not sufficient, separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the bid Form. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the bid application must be initiated by the persons authorized to sign the tender bids.

# 8. Rejection of incomplete and conditional tenders:

The incomplete and conditional tenders will be rejected. Quoting unrealistic rates will be treated as disqualification.

# 9. No withdrawal after submission of bids:

No bidders will be allowed to withdraw after submission of bids/ opening of the tender; otherwise, the EMD submitted by the firm is liable to be forfeited.

# 10. Non acceptance of the tenders received after the last date :

Tenders received after the closing date and time prescribed in the tender enquiry shall NOT be accepted under any circumstances.

# 11. Non transferability:

This tender is non-transferable.

# 12. Extension of last date at the Discretion of Indian Olympic Association:

The Indian Olympic Association, New Delhi, may in his discretion extend the last date for submission of the Tender and such extension shall be binding on all the Bidders.

## 13. Need for Clarifications:

In case the prospective bidders need any clarification regarding any terms and conditions of the tender or about rejection of its bid, he/she/they may write to the Joint Secretary / Acting CEO, Indian Olympic Association well in time to ensure that required clarification in writing reach the said firm before the last date for submission.

## 14. Signature on each page of the tender document:

Each page of the tender document should be signed by the bidder as proof of having read the contents therein and to ensure that bidders do not plead ignorance of the contents subsequently.

# SUPPLY OF FORMAL LEATHER SHOES / LEATHER BELLIES FOR MALE AND FEMALE FOR INDIAN CONTINGENT FOR THE ASIAN GAMES 2022

Tender No. 104 dated 04 September, 2023

Late Date & Time of Submission of Bids 7<sup>th</sup> September, 2023 at 1200 Hrs.)

Date & Time of Opening of bids: (7<sup>th</sup> September, 2023 at 1230 Hrs.)

# **TERMS & CONDITIONS OF THE TENDER**

# **Rates/ Prices**

- 1. The rate of only those items should be quoted, which can be made available within 30 days after receipt of the supply order.
- 2. The rates should be quoted in Indian Rupees only in words as well as figures. GST as applicable should be quoted separately. If these levies are included in the price quoted without giving the break up details such bids will summarily be rejected.
- 3. Tender rates should be valid for at least one year after the date of opening the tender. Tender rates valid for a shorter period shall be rejected as non-responsive. No claim for compensation or loss due to fluctuations or any other reasons/ causes will be entertained.

# **Penalty**

- 4. It will be the responsibility of the Bidder to supply the said livery items in accordance with supply order within stipulated time frame; otherwise, the firm will be liable for penalty.
- 5. If the bidder/firm does not supply the items with in the stipulated date as may be indicated by Indian Olympic Association reserves the right to arrange the supply from another firm and the bidder will have to reimburse the expenditure incurred.

## Settlement of disputes

6. All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the Indian Olympic Association or any person nominated by him. The arbitrator shall be entitled to extend the time of arbitration proceedings with consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.

## **Purchasers Rights**

7. The Indian Olympic Association reserves the right to accept/reject any or all the Bidders in whole or in part without assigning any reason whatsoever and is not bound to accept the lowest tender including cancelling or withdrawal of the Bid at any point of time.

- 8. The Indian Olympic Association reserves the right to award the tender to more than one Bidder.
- 9. The Indian Olympic Association reserves the right to relax/ withdraw any of the terms and conditions mentioned above so as to overcome any problem encountered during the course of the execution of the contract.
- 10. The Indian Olympic Association reserves the right to reject the said livery items manufactured in case they are not made as per quality/design of sample approved by the Indian Olympic Association or found of inferior quality and are not of requisite standards on the advice of Bid Evaluation Committee of Indian Olympic Association meant for inspection of the items supplied. In case, supplied shoes/ bellies are not found requisite standards or inferior quality by the officials during the guarantee/warrantee period, the same will have to be replaced otherwise the payment of bills against supply of materials along with performance security will be forfeited. In addition, Indian Olympic Association will also initiate appropriate legal action as deemed fit against the firm in this regard.

# **Delivery**

- 11. The company / firm has to supply of Gents leather shoes and ladies' leather /bellies, to the premises of the Indian Olympic Association or the places where IOA ask to deliver at the given price. No additional cost will be charged for delivery of items.
- 12. The leather shoes for Gents and bellies for Ladies, duly approved by the Indian Olympic Association shall be made available complete quantity in all sizes <u>within 5</u> <u>days of receiving the Purchase Order</u> in the office of the Indian Olympic Association or the other places where Indian Olympic Association will intimate time to time. The actual quantity of shoes/ bellies with the size numbers will be mentioned in the Purchase Order.
- 13. The supply of gents' leather shoes and ladies leather bellies shall be made on Credit basis by the Tenderer.
- 14. The process for the delivery of the gent's leather shoes and Ladies leather /Bellies shall be carried out/completed by 12<sup>th</sup> September, 2023 after receiving the purchase order and any request thereafter shall not be entertained unless authorized by the Office in writing.
- 15. Rates quoted should be valid for one month from the date of signing of the contract. A guarantee of minimum one year may be ensured on the quality/design/colour of leather shoes/ bellies.

## Mode of Payment

16. Payment against Bill / Invoice shall be released only after execution of the supply order and the quality of the items are found to the satisfaction of the Indian Olympic Association. Payment will be made direct to the supplier through either A/c payee cheque or through NEFT/RTGS only. No request for other mode of payment will be entertained. The finalisation on payment terms will be taken on finalisation of Vendor.

## Change in quantity

17. The quantity only of the required items shown in the tender is approximate and may vary more or less by approximate 10%.

## **Agreement**

18. The selected bidder should sign an agreement with the Indian Olympic Association as per the specimen (Annexure -2)

# **General** /others

- 19. The tenderer will be bound by the details furnished by him / her to Indian Olympic Association, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.
- 20. All taxes and levies will be paid by the bidder only. No other charges such as Octroi, packing, forwarding, freight insurance, loading and unloading, entry tax, demo, etc. will be allowed. All these are to be borne by the tenderer only.

# SUPPLY OF FORMAL LEATHER SHOES FOR MALE AND LEATHER BELLIES FOR FEMALE FOR THE INDIAN CONTINGENT FOR ASIAN GAMES 2022

# **Schedule of Rates**

From -----

To Indian Olympic Association B-29, Qutab Institutional Area, New Delhi – 110016

Sir, I/we have gone through, understood fully and declare that I/ we shall abide by the terms and conditions detailed in the tender document for supply of the items required - My / our rates are as under

SI.	Items &	Approximate	Name	Maximum	MRP Actual		GST	Total
No.	category of	Quantity of	of the	Price	of the	price/	per	price
	Officials for	leather	brand	ceiling	model	price	pair	per
	whom	Shoes/		per pair	offered	offered	(Rs)	pair
	required	Sandals		(Excluding	(incl.	to IOA		incl.
		/bellies		Taxes)	of	per		taxes
		required			taxes)	pair		(Rs.)
					(Rs)	(Rs.)		
1	2	3	4	5	6	7	8	9
	Leather	500		3,400/-				
	shoes for							
	Male							
	participant							
2.	Leather	300		1800/-				
	Ballies for							
	Female							
	Participants							

Dated.....

Name & Address of Firm.....

Authorised Signature & Seal of the Firm

#### Annexure-1

# SUPPLY OF FORMAL LEATHER SHOES FOR MALE AND LEATHER BELLIES FOR FEMALE FOR THE INDIAN CONTINGENT FOR ASIAN GAMES 2022

Tender No. \_\_\_\_\_\_ dated \_\_\_\_\_

## DECLARATION

From

M/s. .....

To \_\_\_\_\_ Indian Olympic Association B-29, Qutab Institutional Area, New Delhi - 110016

Dear Sir,

I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.

2. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish Performance Security, as applicable, in the form of Demand Draft.

3. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have banned / suspended business dealing. I/We further undertake to report to the Indian Olympic Association, New Delhi immediately after we are informed but, in any case, not later than 15 days, if any firm in which Proprietor /Partners/Directors are Proprietor or Partner or Director of such a firm which is banned/suspended in future during the currency of the Contract with you.

Yours faithfully, (Signature of the Tenderer)

Name:

Designation with Seal of the Firm

Date:

## Annexure-2

#### **SPECIMEN AGREEMENT**

To be executed at the time of entering into agreement before placing order. Each page of this form shall be signed by the tenderer for acknowledging that he/she has seen the terms and conditions of the agreement.

#### Agreement.

The agreement is made on this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2023 between M/s.\_\_\_\_\_ herein referred to as the contractor carrying on business under the name and style of M/s.\_\_\_\_\_\_ of the one part.

Indian Olympic Association herein after referred to as the other part whereas the said contractor has agreed with the Indian Olympic Association, for supply of required Items in conformity with the requirements & specifications.

Now this indenture witnesseth that in consideration of the promise, it is mutually agreed and declared between parties hereto as follows.

- 1. The contractor agrees to undertake to **SUPPLY OF FORMAL LEATHER SHOES FOR MALE AND LEATHER BELLIES FOR FEMALE FOR THE INDIAN CONTINGENT FOR ASIAN GAMES 2022** as per the requirement as agreed to in their tender and letter no. ------dated ------ at the rates quoted by him/them. The rates are inclusive of all the levies taxes like sales tax and excise duty freight, etc.
- The supply of SUPPLY OF FORMAL LEATHER SHOES FOR MALE AND LEATHER BELLIES FOR FEMALE FOR THE INDIAN CONTINGENT FOR ASIAN GAMES 2022 which are not in conformity with the requirements/ specifications are liable to be rejected.
  - 3. This contract shall be effective from------to -----. The Tender is valid for a period of one year from the date of signing of/ opening of the tender.
  - 4. The contractor shall execute the Purchase Orders (POs) placed by the Indian Olympic Association with great promptness and satisfaction to the Indian Olympic Association. The contractor shall agree that the penalty @ one percent (1%) of the P.Os shall be imposed for each week of delay in delivery with reference to the delivery period given if he fails to deliver the same within the specified period mentioned in purchase order to maximum extent of 5% and penalty of 20% of P.Os shall be imposed for any substandard (inferior quality) / incomplete supply along with cancellation of work order.
  - 5. The security deposit paid by the contractor for due and faithful performance of the contract by the contractor of all and several covenants herein contained of his part to be observed with full power. The Indian Olympic Association will be entitled to appropriate the said sum to any damage, penalties and other sums which the contractor may be required to pay in case the contractor fails to perform /fulfill or to keep and observe all or any of the said conditions of the agreement on his part herein after contained.
  - 6. The security deposit shall be released after one month after successful completion of the work at the end of the contract period including the extended period, if any

- 7. That all disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the Indian Olympic Association or any person nominated by IOA. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.
- 8. The Security Deposit is liable to be forfeited to the Indian Olympic Association without any prejudice to any other rights and remedies of Indian Olympic Association in case the contractor fails to undertake the contract work, as per the work orders and as per the terms and conditions given in tender schedule during the currency of the contract including the extended period if any.
- 9. That the tender schedule, instructions to the bidders and terms and conditions, etc shall also form part of the agreement.

That the contractor acknowledges that he has fully acquainted himself with all the terms and conditions and he shall not plead ignorance of the same.

In witness whereof, the contractor has set his hand and the Indian Olympic Association has caused for and on his behalf to set his hand, the day and the year first above written.

Signature of the authorized official of the Company/Firm Signature:			Signature of the authorized official of the Indian Olympic Association Signature:					
Name :	N	am	e :					
Address :	A	ddr	ess :					
WITN	<u>ESSES</u>							
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