

REQUEST FOR PROPOSAL
FOR SUPPLY OF SPORT MATERIALS UNDER KHELENBHI AUR KHILENBHI SCHEME
UNDER
SAMAGRA SHIKSHA MEGHALAYA
GOVT OF MEGHALAYA

TENDER REF NO – MEGH/SEMAM-SSA/CM/15/2021/117

Important Dates and Information

Critical Dates	Date	Time (Hrs:Mins)
Date Of Publication of Bid	10 th Jan 2024	10:30
Document Availability -On-line	10 th Jan-17 th Jan 2024	
Last date of Submission of Pre Bid query	15 th Jan 2024	14:30
Bid Submission End Date	17 th Jan 2024	14:00
Bid Opening Date	17 th Jan 2024	16:00
Place of Opening of Bids	Office of The SPD, Samagra Shiksha Meghalaya, Shillong	
Address For Communication	Office of The SPD, Samagra Shiksha Meghalaya, Shillong	
Bid Document availability on line:	https://ssa.megeducation.gov.in/	
Place for submission of Pre-bid Query	ssasemam@gmail.com rmsa.spomeg@yahoo.com	

DISCLAIMER

1. This Request for Proposal document (“RFP”) does not purport to contain all the information that each Bidder may require and accordingly is not intended to form the basis of any investment decision or any other decision to participate in the bidding process for the selection of the Successful Bidder for this Project.
2. While the RFP has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by the Samagra Shiksha Abhiyan, Meghalaya, its employees or advisors or agents as to or in relation to the accuracy or completeness of the RFP or any other oral or written information made available to any Bidder or its advisors at any time and any liability thereof is hereby expressly disclaimed.
3. This RFP includes certain statements, estimates and projections with respect to the anticipated future performance of the Project. Such statements, estimates and projections reflect various assumptions concerning anticipated results, which assumptions may or may not prove to be correct. Neither the Samagra Shiksha, Meghalaya nor its employees or bidders make any representation or warranty with respect to the accuracy of such statements, estimates and projections and actual performance of neither the Project nor any opportunity, which may be materially different from that set forth in such statements, estimates and projections.
4. No extension of time will be granted under any circumstances to any Bidder for submission of its bid on the grounds that the Bidder did not obtain a complete set of the RFP.
5. The Samagra Shiksha, Meghalaya is not bound to accept any or all the Proposals. The Samagra Shiksha, Meghalaya reserves the right to reject any or all the Proposals without assigning any reasons. No Bidder shall have any cause for action or claim against the Samagra Shiksha, Meghalaya or its officers, employees, successors or assignees for rejection of his bid.
6. Failure to provide information that is essential to evaluate the Bidder’s qualifications or to provide timely clarification or substantiation of the information supplied, may result in disqualification of the Bidder.

Section I -Instruction to Bidder

1. Background:

Khele India – Khile India: An Integrated Scheme on School Education i.e. Samagra Shiksha to universalize quality school education. The scheme envisages 'education' in a holistic perspective and as a continuum from Pre-Primary, Primary, Upper Primary, and Secondary to Higher Secondary levels. The Scheme, therefore, attempts to provide, an integrated/composite school system from pre- school to higher secondary level. This will facilitate the transition of children across various levels of school education and will aid in promoting children to complete school education. The vision of the Scheme is to ensure inclusive and equitable quality education from pre-school to senior secondary stage in accordance with the Sustainable Development Goal (SDG) for Education. In the scheme, under the Sports and Physical Education component, sports equipment are to be provided. Expenditure for meeting expenses on procuring sports equipment for indoor & outdoor games in convergence with the Department of Sports is also to be made from this component. The funding for the scheme is provided by both partners in the ratio 90:10 respectively. The Sports and Games activities may include the following key aspects:

- i. Training for Fundamental Movement Education
- ii. Training for fun/ Modified Games
- iii. Basic Sports Training of Individual Games, Fitness Games & Team Games
- iv. In pursuance of this goal, the **STATE PROJECT OFFICE, SAMAGRA, SEMAM**, invites proposals from interested parties to participate in the present project. Such interested parties (“Bidders”) are required to submit detailed proposals as per the tender document.
- v. After the process of selection, as detailed in the tender document, the selected agency (“Successful Bidder”) will enter into an agreement (“Supply Agreement”) with the **STATE PROJECT OFFICE, SAMAGRA, SEMAM**, Government of Meghalaya and perform its obligations as stipulated therein in respect of the project.

2. Scope of Work:

The successful bidder is expected to deliver the sports items packaged for individual schools at the respective block office as per the items mentioned in point no 4 of this bid document.

3. Eligibility criteria for bidders

To be considered eligible for participating in the bid process, the Bidder must meet the following minimum requirements:

	Criteria	Proof to be submitted
General	All OEM Should be a manufacturer sports equipments since last 3 years. In case of dealership, the manufacturing license of OEM is mandatory including SSI / MSME / DIC certificate. The Dealer should have a Tender Specific authorization from the OEM.	Certificate of registration that clearly mentions that OEM is manufacturer of sports goods / sports equipments issued by competent authority. In the case of dealership, the manufacturing license of OEM is mandatory, including SSI / MSME / DIC certificate.
	All OEM Manufacturer should have character certificate. In case of dealership, the character certificate of manufacturer is mandatory.	OEM should have appropriate character certificate in name of proprietor/partner/authorized person issued by competent authority.
	Manufacturer should have ISO 9001:2015 & SA 8000:2014	Certificate of Manufacturer / OEM to be submitted.
	Copies of up-to-date Schedule Tribe / Caste certificate / PAN Card/ GST registration / Income tax acknowledgement / Professional Tax and up to date Trading license for supply of sports goods from the district council (KHADC/JHADC/GHADC) of Meghalaya to be furnished.	Requisite certificate to be submitted
	Bidder should not be violated/Blacklisted by any Government organization and should submit an affidavit on stamp paper worth Rs.100/- (Rs. One hundred) along with technical bid.	Notarized Affidavit to be attached
Turnover	All OEMs Should have minimum average annual turnover of Rs. 50 crores, (average of last 3 financial years) i.e. (2020-21, 2021-22, 2022-23) of sports goods / sports equipments.	Attached certificate from chartered accountant having valid UDIN number for last three financial years
	The bidder should have a minimum average turnover of Rs.10.00 Cr for the last 3 financial years	Income Tax Return and Balance Sheet to be submitted

Experience	OEMs directly and indirectly should have a cumulative experience in supply of sports equipment/fitness/sportwear for a value of RS.8.00 Cr or more within the last 3 years. Bidders must have a cumulative experience of Rs.3.00 Cr or more related sports/fitness/school items for the last 3 years.	Copy of work orders and completion certificate to be submitted.
Certifications	Bidder must have ISO 9001 & 20000 certifications.	Attested copies to be submitted
EMD	INR 20 Lakhs (Indian Rupees Ten Lakhs Only)	Demand Draft in favour of “The State Project Director, SEMAM” payable at Shillong.
Item specifications	The items to be proposed should match the specifications listed or higher with acceptable certifications	
Make in India	Preference will be given to make in India products.	Attested undertaking to be submitted by the OEM.
Samples	The bidder must ensure the delivery of the samples to the office of the undersigned on the last day of Bid submission	

4. List of Items & Technical Specifications –
School wise Details –

List 1 – 114 Schools

List 2 – 2218 Schools

List 3 – 5428 Schools

List 1 - Secondary Schools

SL NO.	ITEM	SPECIFICATION	QTY	UNIT
1	SKIPPING ROPE 1158	Wooden handle II cotton rope II Come with 8mm Thickness // length 8-10 feet Add: EC 1907/2006	4	PCS
2	SHOTPUT	Rubber II Capacity -1kg, Break Resistant Add EN71-3:2019 + A1:2021	2	PCS
3	DISCUS RUBBER	Rubber II Capacity -1kg color -black, Break Resistant, Add EN71-3:2019 + A1:2021	2	PCS
4	BADMINTON RACKET	Twin racket aluminium steel, Head size ISO Tension 18-20 LBS full cover Imitate	2	PAIRS
5	SHUTTLE COCK	PVC nylon with combination of Genuine & Synthetic Cork 6pcs per can	1	CAN
6	CRICKET BAT	Standard size Kashmir Willow handle -Cane Suitable for Hard/Light Tennis ball /weight -900gms to 1100gms Change to Kashmir Willow	2	PCS
7	CRICKET TENNIS BALL	light weight, Light (80-90gm) light weight ball to simulate the feet of Leather cricket ball. Durable material for long lasting fun Colour preference to be removed	6	PCS
8	VOLLEYBALL	PU -laminated (12-P) Moulded 12 panels laminated construction, latex bonded fabric lamination mid -layer. Buly bladder core. Ideal for indoor & outdoor, Dimpled PU leather Top layer.	2	PCS
9	VOLLEYBALL NET	Nylon with 2 side Nylon Niwar standard size Colour -black	1	PCS
10	BASKETBALL NO.7	12 panels moulded construction natural rubber top layer latex bonded Yam winding Mid -layer Buly bladder core. Ideal for indoor & outdoor natural rubber top layer	1	PCS
11	RUGBY BALL SENIOR	Synthetic hand sewn Rugby ball. The ball is used in major Indian Tournament weight 410-440gms.	1	PCS
12	FOOTBALL NO.5	32 panels suitable for soft & wet ground. Hard ground with grass ARTIFICIAL TURF training ball. Rubberized stitched.	2	PCS
13	POP UP GOAL POST	Made of polyester mesh fabric with pop up feature. Opens & folds in a moment comes with carry bag quick setup -unfold with a simple twist to open size :- 2.5" 1.5"1.5' ,Add: BS EN ISO 14184-1:2011 & EN 71-3:2019+A1:2021 & EN 14362-1 & 3:2017	1	PCS
14	FOOT PUMP	Best quality heavy steel body foot pump air pump for cycle, Heavy gauge air pump	1	PCS
15	FIRST AID KIT	Adhesive bandages, Adhesive tapes, directors for requesting emergency assistance two elastic wrap best quality	1	SET
16	FRISBEE	Made of plastic available in assorted Colour size -27cm, EN 71-3:2019+A1:2021	2	PCS
17	SAUCER CONE	Plastic material regular shaped high field saucer cone 7.5inches in diameter and 2 inches high made from high grade LDPE Plastic great for all sports. Soccer, Tennis, football, Basketball etc., Add EN71:PART 1:2014 & EN 71 PART 2:2011+A1:2014	10	PCS

18	AGILITY LADDER	Made of durable heavy-duty PVC Acceleration foot strike and speed training quickly Folds up for storage, Ladder is 13 Feet long with 9 heavy duty plastic rungs, EN 71-3:2019+A1:2021	1	PCS
19	9" STEP HURDLE	Composed of heavy -duty PVC which gives it outstanding flexibility and makes it difficult to damage. You will never get bored with your workout with two different adjustable options :9" & 12" simply raise the bar to change the height , Add EN71:PART1:2014	4	PCS
20	12" STEP HURDLE	Composed of heavy -duty PVC which gives it outstanding flexibility and makes it difficult to damage. You will never get bored with your workout with two different adjustable options :9" & 12" simply raise the bar to change the height, Add EN71:PART1:2014	4	PCS
21	RELAY BATONS	PVC smooth PVC Baton makes it soft and durable. Designed To prevent injury and provide an easy grip for all sized hands including children	1	PCS
22	MARKING CONE 6"	Plastic cone marker Hat shaped cone size :- 6" ,Add EN71:PART 1:2014 & EN 71 PART 2:2011+A1:2014	9	PCS
23	MARKING CONE 12"	Plastic cone marker Hat shaped cone size :- 12" ,Add EN71:PART 1:2014 & EN 71 PART 2:2011+A1:2014	4	PCS
24	BIBS	Polyester fabric made of 100% polyester net fabric with soft feeling available in multicolour and sizes , Add: BS EN ISO 14184-1:2011	11	PCS

List 2 - Upper Primary Schools

SL NO.	ITEM	SPECIFICATION	QTY	UNIT
1	SHOTPUT	Rubber II Capacity -1kg Colour, Break Resistant Add EN71-3:2019 + A1:2021	1	PCS
2	DISCUS RUBBER	Rubber II Capacity -1kg Colour - black, Break Resistant, Add EN71-3:2019 + A1:2021	1	PCS
3	SKIPPING ROPE 1158	Wooden handle II cotton rope II Come with 8mm Thickness // length 8-10 feet, Add: EC 1907/2006	3	PCS
4	CRICKET BAT NO.4	Standard size Kashmir Willow handle -Cane Suitable for Hard/Light Tennis ball /weight -900gms to 1100gms	2	PCS
5	CRICKET TENNIS BALL	light weight, Light (80-90gm) light weight ball to simulate the feet of Leather cricket ball. Durable material for long lasting fun	6	PCS
6	VOLLEYBALL	PU -laminated (12-P) Moulded 12 panels laminated construction, latex bonded fabric lamination mid -layer. Buly bladder core. Ideal for indoor & outdoor, Dimpled PU leather Top layer.	1	PCS
7	VOLLEYBALL NET	Nylon with 2 side Nylon Niwar standard size Colour -black	1	PCS
8	FOOTBALL NO.5	32 panels suitable for soft & wet ground. Hard ground with grass ARTIFICAL TURF training ball. Rubberized stitched.	1	PCS
9	FRISBEE	Made o plastic available in assorted Colour size -27cm, EN 71-3:2019+A1:2021	2	PCS
10	AGILITY LADDER	Made of durable heavy-duty PVC Acceleration foot strike and speed training quickly Folds up for storage, Ladder is 13 Feet long with 9 heavy duty plastic rungs, EN 71-3:2019+A1:2021	1	PCS
11	MARKING CONE 6"	Plastic cone marker Hat shaped cone size:- 6" , Add EN71:PART 1:2014 & EN 71 PART 2:2011+A1:2014	9	PCS
12	SAUCER CONE	Plastic material regular shaped high field saucer cone 7.5inches in diameter and 2 inches high made from high grade LDPE Plastic great for all sports. Soccer, Tennis, football, Basketball etc., Add EN71:PART 1:2014 & EN 71 PART 2:2011+A1:2014	10	PCS

13	BIBS	Polyester fabric made of 100% polyester net fabric with soft feeling available in multicolour and sizes, Add: BS EN ISO 14184-1:2011	6	PCS
14	FOOT PUMP	Best quality heavy steel body foot pump air pump for cycle, Heavy gauge air pump	1	PCS
15	FIRST AID KIT	Adhesive bandages, Adhesive tapes, directors for requesting emergency assistance two elastic wrap best quality	1	SET

List 3 - Primary Schools

SL NO.	ITEM	SPECIFICATION	QTY	UNIT
1	PLATIC CRICKET BAT NO .2	Plastic Cricket light bat, Size -02 PVC /plastic cricket bat (350-400g) Bat grip is very comfortable for kids.	2	PCS
2	CRICKET BAT NO.4	Standard size Kashmir Willow handle -Cane Suitable for Hard/Light Tennis ball /weight -900gms to 1100gms	1	PCS
3	CRICKET STUMP SET PLASTIC	These stumps are made from a durable and lightweight plastic material which does not damage easily. Great for beginners and intermediates ,perfect to play in indoor & outdoor	1	SET
4	HOME PLAY MINI/SOFT BALL	Home play multicolour, water resistance, material -rubber size -03	1	PCS
5	CRICKET TENNIS BALL	light weight, Light (80-90gm) light weight ball to simulate the feet of Leather cricket ball. Durable material for long lasting fun	4	PCS
6	PLASTIC BALL	Multicolour round kids plastic ball, size /dimension; - 10cm	10	PCS
7	FOOTBALL NO.3	32 panels Grassy ground hobby playing recommended for under 12 yrs. age group, Foamed PVC Stitched Grassy ground hobby playing recommended for under	1	PCS
8	BASKET BALL NO.3	Natural rubber top layer. Latex bonded Yarn winding Mid layer , 8 panels Moulded construction , Hobby plan for under 12 years	1	PCS
9	FRISBEE	Made of plastic available in assorted Colour size -27cm, Add-EN 71-3:2019+A1:2021	1	PCS
10	HOOLA HOOPS	Included components; pack of 1 set special feature: light weighted, attractive, colorful, vibrant, soft and easy to carry, Add- EN 71-3:2019+A1:2021	2	PCS
11	SAUCER CONE	Plastic material regular shaped high field saucer cone 7.5inches in diameter and 2 inches high made from high grade LDPE Plastic great for all sports. Soccer, Tennis, football, Basketball etc., Add EN71:PART 1:2014 & EN 71 PART 2:2011+A1:2014	10	PCS
12	FOOT PUMP	Best quality heavy steel body foot pump air pump for cycle, Heavy gauge air pump	1	PCS

5. Schedule of delivery:

The successful bidder is expected to deliver all the items in school wise packaging to the respective block offices of all the districts within 30 days from the date of order is place. If the tenderer fails to supply the ordered quantity within the stipulated time period/ supplies sub-standard item, liquidated damages equivalent to 1% (one percent) of contract/bill value shall be charged per week and deducted from the bills of the contractor subject to maximum of 10% of contract/bill value.

6. Documentations:

- i. To enable the bidder to prepare a proposal, please find and use the attached Documents listed in subsequent sections.
- ii. The proposal submitted by the Bidder must be in English language.
- iii. At any time before the submission of proposals, the Samagra Shiksha, Meghalaya may, for any reason, at its own initiative, modify the documents by amendment. The amendment will be notified in writing and upload in the portal. The Samagra Shiksha Abhiyan, Meghalaya may at its discretion extend the deadline for the submission of proposals.

The State Project Director, Samagra, SEMAM reserves the right to annul the entire or part of the bidding process or to reject any or all proposals if:

- i. at any time during the bidding process, any material misrepresentation is made or discovered.
- ii. the bidder does not respond to queries or requests for clarifications or requests for additional information; or
- iii. the bidder or their representatives or any person on their behalf attempts to influence the process of tender in any manner whatsoever.

7.1 Sample Submission for evaluation by the committee:

The sample of all the items (list-wise) should be submitted by the bidder which will be evaluated by the committee basis which the eligible bidder shall qualify for the financial bid.

7.2 Financial Proposal:

- a. In preparing the Financial Proposal, bidders are expected to consider the requirements and conditions outlined in the RFP document. The Financial Proposal should follow uploaded in the portal. The Financial Proposal should clearly include, the GST, insurances, duties, fees, levies, and other charges imposed under the applicable law.
- b. All payments will be paid in Indian National Rupee (INR) and the Samagra Shiksha, Meghalaya will make payment after deducting taxes as applicable as per law in India.

- c. Conditional offer or the proposal does not upload as properly shall be considered non-responsive and is liable to be rejected.
- d. The unreasonableness of an evaluated bid price could be described as unreasonably high or unreasonably low. If the price reasonableness analysis proves that the price of the lowest evaluated bid is unreasonable, the bid is rejected.

8. Evaluation of proposals

- a. The evaluation of the proposals will be conducted by a committee specifically constituted for the purpose.
- b. The bidders will be evaluated on their eligibility based on the documents submitted.
- c. Samples of the bidders qualifying the eligibility stage will be evaluated and tested wherever necessary.
- d. Bidders who have qualified the eligibility criteria and whose samples are approved by the committee will be considered for financial bid opening.
- e. Qualified bidder with lowest financial bid will be selected for the project.
- f. Department reserves the right to split the order amongst the qualifying bidders at the L1 rate. This is purely at the discretion of the authority.

9. Tender Fees and Earnest Money Deposit:

RFP are to be uploaded on the prescribed tender form along with.

- i. Bid security or Earnest Money Deposit (EMD) for an amount of Rs. **20,00,000/- (Rupees Twenty Lakhs only)** valid for a period of 90 days from the date of submission, in the form of Demand Draft in favour of **“THE STATE PROJECT DIRECTOR, SEMAM, MEGHALAYA” payable at Shillong.**
- ii. Tender fee of **Rs. 5,000 (Rupees Five Thousand Only)**
- iii. There is no exemption for EMD and Tender Fees for any category of bidders.

10. Validity For Bids:

Bids shall remain valid for 120 days from the date of opening of financial bid.

11. Clarification of Bids:

- i. During the final Bid evaluation, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

12. Validity of the contract

- i. The Contract shall be normally valid for a period of 12 months from the date of acceptance of the Work Order, as evidenced by the submission of the Performance Security and the Service Level Agreement or up to the date of expiry of the notice period, in the instance of a termination notice issued by the State.
- ii. The rates quoted by the bidder will be valid for a period of contract.

13. Amendments to the RFP

- i. At any time prior to the deadline for submission of bids the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidder, modify the Bidding Documents by amendment. If any modification is given effect the same shall be placed through a corrigendum. All amendment in the bidding document will be uploaded in the corrigendum and will be binding upon the prospective bidder. All the prospective bidders are requested to keep themselves informed regularly regarding the amendment if any, in the website.
- ii. Any amendment in the bidding document, the same will be uploaded in the website and will be binding of the prospective bidder.
- iii. In order to allow prospective Bidders reasonable time in which to take the amendment in to accounting preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids.
- iv. Bidder can modify their bid prior to deadline of submission of bid. Bid cannot be modified after the deadline of submission of bid.

14. Purchaser's right to accept any bid and to reject any or all bids

The Purchaser reserves the right to accept or reject any bid or to annul the bidding process and reject all bids (whether first or second stage) at any time prior to Contract award, without there by incurring any liability to the Bidders. No bidder shall have any cause of action or claim against Samagra Shiksha Abhiyan or its officers, employees, successors or assignees for rejection of their BOQ.

15. Purchaser's Right to Vary Quantities at Time of Award:

The Purchaser reserves the right at the time of Contract award to increase or decrease, any of the following:

16. Performance Security

Within 7 (seven) days of the receipt notification of award from the Purchaser, the successful bidder shall have to deposit of 5% value of the total contract as performance security deposit valid for a period of 60 days beyond the date of completion of contractual obligation of the bidder

including warranty obligations, maintenance and defect liability period whichever is the latest. The performance Security shall be invoked by Purchaser, in the event of:-

- i. If the successful bidder fails to comply with the requirement bid Clause shall institute grounds for the annulment of the award and forfeiture of the performance security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.
- ii. If the successful bidder fails to perform the responsibilities and obligations as set-out in the bid to the complete satisfaction of Purchaser,
- iii. If the successful bidder misrepresents facts/information submitted to Purchaser at any stage of bidding process.

17. Award of Contract

The Contract will be awarded within 15 days after successful negotiations with the Bidder and the Bidder is expected to commence the assignment within 15 days of signing of the Contract.

18. Payment

18.1 Contract Price:

- i. Contract Price shall mean the price arrived at the successful completion of the bid with the successful bidder(s) and/or any enhancements or reductions subsequently appended to the Contract. The Contract Price shall be a firm lump-sum not subject to any alteration.
- ii. The Supplier shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

18.2 Terms of Payment:

- i. The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, Delivered, Installed Report.
- ii. All payments shall be made in Indian Rupees.
- iii. Payment shall be released as per report of supply installation of the activity.
- iv. The Goods delivered and the Services performed with delivery challans duly acknowledge by the concerned Schools.

18.3 Taxes & Duties

- i. Prices are Inclusive all Taxes and Levies
- ii. All payments will be subject to tax deduction at source as applicable at the prevailing tax rates and procurement rules. The decision of Purchaser in this regard will be final and binding and no disputes in this regard will be entertained.

18.4 Securities

- i. The Supplier shall provide the securities specified below in favor of the Purchaser at the times and in the amount, manner, and form specified below.
- ii. The Supplier shall submit Performance Security as per the LOA/LOI within the specific period of time as specified in the LOA/LOI
- iii. The security shall automatically become null and void once all the obligations of the Supplier under the Contract have been fulfilled, including, but not limited to, any obligations during the Warranty Period and any extensions to the period. The security shall be returned to the Supplier after its expiration.

19. Clarification of Bids:

- i. During the final Bid evaluation, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

20. Penalties

The Contractor shall be liable to be penalized for deficiency of services as defined in the Work Order. The following failures/deficiencies in service will invite penalties as prescribed below:

20. Arbitration and Exit Options

- i. The State reserves the right to exit the agreement, giving the Contractor a three months' notice for any reasons, whatsoever. However, the State shall bring on record the reasonableness and inevitability of the situation leading to the decision to cancel the Contract. Dues if any at the time of closure of the agreement will be decided on a pro-rata basis.
- ii. The Contractor or any member of the Consortium servicing the Contract, is not permitted to exit the Contract individually or collectively under normal circumstances. If any member or members of the Consortium exit(s) the Contract, adversely affecting or threatening to affect the continuation of the project in any manner whatsoever, the act shall be considered a breach of contract and the State shall proceed to cancel the contract and take appropriate measures to implement the project through alternate means, which can include inviting the next lowest bidder or call for fresh bids to undertake the remaining part of the project.
- iii. Any costs accruing due to this cancellation shall be borne by the Contractor. The Contractor would also be liable for penalties including the cost of establishing an alternate mechanism to implement the project and the cost of running the project in the interim.

- iv. Contractors whose contracts have been cancelled for any reasons whatsoever, will not be eligible for participation in future bids under the ICT scheme. The disqualification will be equally applicable to all members, in the case of a consortium.
- v. The Contractor will ensure the status of the system and its smooth transfer to any other contractor identified by the State. This condition will be binding, and the State will be free to apply penalties as deemed fit in case of any violation.
- vi. The authority for redressal of any grievances will be State Project Director, SEMAM, Meghalaya
- vii. The place of Jurisdiction in any case shall be a court of law situated in Shillong only.

21. Bribe

The Contractor shall not under any circumstances offer or give or agree to give to any person connected to the Contract any gift or consideration of any kind and any inducement for reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other agreement or for showing or forbearing to show any favour or disfavor to any person in relation to this or any other agreement. Any breach of this condition by the Contractor or by any one employed by him / her or acting on his/her behalf whether with or without his/her knowledge shall entitle the State to forfeit the Contractor's security deposit, terminate the agreement forthwith and to deduct from the Contractor's bill the amount of any loss or damage resulting from the cancellation thereof without prejudice to any other rights available under the terms of the agreement or under law.

22. Force Majeure

“Force Majeure” shall mean any event beyond the reasonable control of the Purchaser or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following:

- i. War, hostilities, or war like operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
- ii. Rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
- iii. Confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler, or any other act or failure to act of any local state or national government authority;
- iv. Strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;

- v. Earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster

23. Inspections and Tests

- i. The successful bidder during supply will inform the State Project Office, about Lot Number and Batch Number of the items delivered to the schools.
- ii. The Purchaser or its representative shall have the right to inspect the materials to ascertain whether the technical specifications are adhered to by the bidder.
- iii. If any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the bidder shall replace the rejected Goods.
- iv. On successful completion of inspection, a certificate will be signed by the representative of the purchaser and the supplier to the extent of such inspection and test.
- v. Receipt of deliverable etc. and after the purchaser is satisfied with the working of the system, the acceptance certificate signed by the bidder and the representative of the purchaser or school's authority will be issued. The date on which such certificate shall be deemed to be the date of successful commissioning of the goods.

24. Warranty Services

The Lab equipment supplied must be guaranteed by the vendor or OEM Company as per technical compliance clause, wherever applicable as first party guarantee for proper operations, performance and correction of any malfunction. The warranty period will commence from the date of supplied of the equipment to the end-user.

The warranty must include, if not mentioned here in otherwise, but not limited to the following:

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- i. Free-of-cost all services required during the entire warranty period that should result in complete restoration of the equipment to its fully functional status.
- ii. Provide for free-of cost replacement of defective components/parts of the equipment within 1 year warranty period.
- iii. Provide for services of repair & maintenance for the warranty period.
- iv. Provide for repetitive replacement of defective parts subject to reduction of the warranty period of the concerned new part/component to the extent of the warranty life consumed by the old replaced part, counted from the date of start of warranty period.

PART I: QUALIFICATION PROPOSAL FORMAT

Annexure-I

1. Letter of Intent and submission of proposal

The application form is required to be submitted on the company's letter head. The format of application form is as follows

(On Applicant Company's Letterhead)

<reference no., date>

To,

**The State Project Director,
SAMAGRA, SEMAM,
Meghalaya, Shillong**

Subject: Technical & Financial Proposal for supply of sports items at schools

Dear Sir/ Madam,

This has reference to the advertisement published in pertaining to the above-mentioned subject. We are interested in submitting our Bid Document for the same. We are enclosing demand draft no.<_____> dated <_____> drawn on <**Name of Bank**> for Rs..... (in words.....) drawn in favor of **The State Project Director, SEMAM** payable at "Shillong" as BID DOCUMENT Security for participating in this BID DOCUMENT. We would like to clearly state that we qualify for this work as our company meets all the pre-qualifying criteria indicated by you in the document. We understand that if the details given in support of claims made by us are found to be untenable or unverifiable or both our bid will be rejected without any reference to us. We further clearly understand that **The State Project Director, SEMAM**, Meghalaya is not obliged to inform us of the reasons of rejection of our bid.

Yours sincerely

<Signature><Name, designation, contact address and telephone number of the authorized signatory>

PART II: FINANCIAL PROPOSAL FORMAT

Annexure -II

1. Financial Proposal

Financial Proposal is invited from the bidders as per the format below

S. No.	Description	Qty	Unit Price including Taxes, Freight & Installation	Total Price including Taxes, Freight & Installation
A	Sports Items as per List I	114		
B	Sports Items as per List II	2218		
C	Sports Items as per List III	5428		