

EDUCATION DEPARTMENT CHANDIGARH ADMINISTRATION

TENDER DOCUMENT FOR SUPPLY OF SPORTS SHOES

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EDUCATION DEPARTMENT: CHANDIGARH ADMINISTRATION

PUBLIC NOTICE

Sealed tenders are hereby invited from the manufactures/suppliers for the supply of **Sports Shoes** for the 57th National School Games 2011-12. The last date of submission of tender in the O/o District Education Officer, 3rd Floor, Sector-9-D, Chandigarh is 10.10.2011 upto 5:00pm. Received tender (Technical Bid) shall be opened on 12.10.2011 at 12:15pm in the office of District Education Officer, 3rd Floor, Sector-9-D, Chandigarh, in the presence of tenderers or their authorized representatives, if they wish to be present:

Sr. No	Name of Tender	Tentative Cost	Earnest Money	Opening date and time
1.	Sports Shoes (Branded) (Size 4 to 10)	Rs. 8,22,500/-	Rs. 20,000/-	12.10.2011 at 12:15pm

All rights of rejection/acceptance wholly or partly any or all tenders are reserved with the undersigned. The department will not be responsible for any postal delay.

The tender document may be downloaded from the website of the Education Department, Chandigarh Administration i.e. <http://chdeducation.gov.in> on free of cost.

District Education Officer
Chandigarh Administration

CHANDIGARH ADMINISTRATION: EDUCATION DEPARTMENT**EXPRESSION OF INTEREST FOR SPORTS SHOES****CHECK LIST FOR SUBMISSION OF EXPRESSION OF INTEREST**

1.	Name of the firm / Organisation & Address and Telephone / Mob. No. / Fax No.	_____
2.	Whether Registration Certificate regarding Manufacturing/Distributors/Supplying of Sports Shoes issued by the competent authority has been attached?	Yes / No
3.	Whether EMD for Rs. 20,000/- in the shape of pledged FD or Bank Guarantee in favour of the DEO payable at Chandigarh has been attached? If yes, DD/FD/B. Guarantee No. _____ dated _____ and name of the Bank _____.	Yes / No
4.	Whether Not Black Listed affidavit has been attached?	Yes / No
5.	Whether Solvency Certificate issued by the Bank for this contract has been attached?	Yes / No
6.	Whether Annual Sales Certificate of sports goods of Rs. 10 lacs or above has been attached (alongwith proof) duly certified by CA?	Yes / No
7.	Whether copy of Sales tax Registration Certificate has been attached?	Yes / No
8.	Whether samples have been submitted?	Yes / No
9.	Income tax clearance certificate/Income tax return of last year attached	Yes / No
10.	Document showing experience of supplying similar material of costing Rs. 10 lacs or above in India have been attached	Yes / No
11.	Attested photocopy of PAN Card, VAT No. & CST No.	Yes / No
12.	Name, address, contact, number, designation/capacity of person signing tender document.	Yes / No
13.	Balance sheet for last year duly audited by the Chartered Accountant	Yes / No
14.	Any other attested copies as required in Technical Bid.	Yes / No

Place: _____ Signature of Tenderer _____

Dated: _____ Full Name of the Tenderer _____

Address _____

EDUCATION DEPARTMENT : CHANDIGARH ADMINISTRATION

EXPRESSION OF INTEREST FOR SPORTS SHOES

INSTRUCTIONS / TERMS & CONDITIONS FOR THE TENDERER

1. Only manufacturers/distributors/suppliers of General Sports Kit Items are eligible to participate in the tender.
2. Documents once submitted will be considered as final. Any deficiency in the documents shall render the tender liable for rejection.
3. An affidavit as per specimen enclosed as **Annexure –“A”** should accompany the tender. The tenderer who has been Black-listed or his / her tenders / supply order have ever been cancelled or any legal proceedings have ever been initiated / pending or any penalty has ever been levied on account of delay or non completion of supply order by any State / UT / Central Government, his / her tender will be out rightly rejected.
4. Technical Bid Proforma for evaluation of technical performance of the Tenderer is at annexure “B”.
5. For general information, guidance and reference, the Bid document can also be viewed and downloaded from Education Department website <http://chdeducation.gov.in>
6. **The Hard copy / Physical documents of Tender should be submitted as under:-**
 - (i) First envelope superscribed titled as “Pre-qualification bid” should contain EMD, Solvency Certificate & Non-Black-Listing affidavit i.e.: Annexure-“A”.
 - (ii) Second envelope superscribed as “TECHNICAL BID” should contain the Documentary proof as per clause No. 11.
 - (iii) Third envelope superscribed as “FINANCIAL BID” i.e. Annexure ‘B’.

These two Envelopes should be sealed and put in an outer envelope to be superscribed as “EXPRESSION OF INTEREST for **“tender for Sports Shoes for National School Games 2011-12”** due on 10.10.2011 before 5:00pm. Tender must be sealed and must bear stamp of the Firm on the face of the envelope. Unsealed envelope will not be entertained and rejected out rightly.

Infringement of this condition or any conditional expression of interest shall render the tender liable for rejection without assigning any reason.
7. Individual signing the bid or other documents connected with the contract shall indicate the full name below the signature and must specify whether he is signing as:
 - a) A sole proprietor of the firm or constituted attorney of sole proprietor.
 - b) A partner of the firm, in which case he must have authority to represent for arbitration of disputes concerning the business of the partnership firm either by virtue of the partnership agreement or power of attorney.
 - c) Constituted attorney of the firm.
 - i) In case of (b) above a copy of the partnership agreement or general power of attorney , in either case, attested by a Notary Public , or affidavit on

stamp paper of all the partners admitting execution of the partnership agreement or the General power of attorney should be furnished.

- ii) In case of partnership firms, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner of the firm.
 - iii) A person signing the letter form or any -other documents forming the part of the contract on behalf of another shall be deemed to be warranty that he has authority to sign, such documents and if, on enquiry it appears that the person has no authority to do so, the Department may, without prejudice to other civil and criminal remedies, cancel the contract and make or authorize execution of contract/intended contract at the risk and cost of such person and hold the signatory liable to the Department for all cost and damages arising from the cancellation of the contract including any loss which the Department may have on account of execution of contract/intended contract. Individual signing the tender or other documents connected with the contract shall indicate the full name below the signature and must specify the capacity and authority under which he signs such document and shall also submit documentary evidence of his authority duly attested by a Notary Public.
8. Any tender late submitted as per schedule given above will be treated as invalid and shall be rejected without opening. There will not be any liability on Education Department on this account.
 9. Tender will be opened in two parts / stages. Firstly, Pre-qualification bid will be opened. If documents therein are as per the terms and conditions of Tender document, then only Technical Bids will be opened. Financial Bids of only those bidders will be opened who will qualify in the technical bids and whose samples are passed by the Purchase Committee of the Department. Any discrepancy in the documents will lead to rejection of tender.
 10. **EARNEST MONEY DEPOSIT (EMD): EXPRESSION OF INTEREST SHOULD BE ACCOMPANIED WITH EARNEST MONEY OF Rs. 20,000/- (RUPEES TWENTY THOUSAND ONLY) TO BE PAID IN THE SHAPE OF BANK DRAFT, DEMAND DRAFT, FDR, DEPOSIT-AT-CALL RECEIPT** from any Scheduled Bank in favour of THE DISTRICT EDUCATION OFFICER, CHANDIGARH ADMINISTRATION which shall be valid for one year, accompanied with a latest Solvency Certificate amounting to Rs. Ten lacs only issued by any concerned bank. No firm / tenderer will be exempted from submission of EMD & Solvency certificate. The EMD deposited by the tenderer in respect of another similar tender will not be considered against this tender.

The EMD of unsuccessful tenderers will be refunded immediately after finalization of the tender. No interest will be payable on EMD. The EMD will be forfeited, if the tenderer withdraws his / her Expression of Interest after submission of the Tender. No Expression of Interest without EMD shall be considered.
 11. **TECHNICAL BID:** The tenderer should submit documentary proof of his / her annual sale of Rs. Ten lacs only in respect of **Sports Shoes** only duly certified by the Chartered Accountant in the Technical Bid alongwith a copy of Sales Tax Registration Certificate duly self attested.
 12. The tendering Companies/Firms/Agencies are required to submit self attested photocopies of the following documents failing which their bids may be summarily/out-rightly rejected and will not be considered any further :-

1.	Name of the firm / Organisation & Address and Telephone / Mob. No. / Fax No.	_____
2.	Whether Registration Certificate regarding Manufacturing/Distributors/Supplying of Sports Shoes issued by the competent authority has been attached?	Yes / No
3.	Whether EMD for Rs. 20,000/- in the shape of pledged FD or Bank Guarantee in favour of the DEO payable at Chandigarh has been attached? If yes, DD/FD/B. Guarantee No. _____ dated _____ and name of the Bank _____.	Yes / No
4.	Whether Not Black Listed affidavit has been attached?	Yes / No
5.	Whether Solvency Certificate issued by the Bank for this contract has been attached?	Yes / No
6.	Whether Annual Sales Certificate of sports goods of Rs. 10 lacs or above has been attached (alongwith proof) duly certified by CA?	Yes / No
7.	Whether copy of Sales tax Registration Certificate has been attached?	Yes / No
8.	Whether samples have been submitted?	Yes / No
9.	Income tax clearance certificate/Income tax return of last year attached	Yes / No
10.	Document showing experience of supplying similar material of costing Rs. 10 lacs or above in India have been attached	Yes / No
11.	Attested photocopy of PAN Card, VAT No. & CST No.	Yes / No
12.	Name, address, contact, number, designation/capacity of person signing tender document.	Yes / No
13.	Balance sheet for last year duly audited by the Chartered Accountant	Yes / No
14.	Any other attested copies as required in Technical Bid.	Yes / No

13. **SAMPLE:** The samples of each item bearing name & signature of the tenderer should be submitted alongwith Hardcopies / Physical documents on the particular date at his / her on cost and risk. The tenderer should submit the samples as per specifications mentioned in the technical bid of the tender document. Non submission of the sample will lead to rejection of the tender. The samples of successful tenderer shall be retained in the office of the DEO till the complete supply is made, which shall be adjusted against the supply order and the complete supply is to be made within 7 days from the date of issuance of supply order by the DEO.
14. The Financial Bid of only those bidders will be opened who qualify in the technical bid as well as whose samples are passed by the Purchase Committee/Technical Experts.
15. **There should be no price tag on the samples otherwise samples will be rejected straightaway.**
16. The competent authority reserves the right to accept or reject any sample without assigning any reason.
17. The competent authority reserves the right to get tested the samples supplied by the tenderer. In case of any discrepancies, the penalty will be imposed as

per terms and conditions of the tender document and the earnest money/security deposit will be forfeited and the supply order will be cancelled.

18. **FINANCIAL BID:** The Financial Bid shall be quoted by the contractor. The Financial bid should contain rates only. The rates should be mentioned both in figures as well as in words. Any change in rate quoted by the tenderer afterwards will entail forfeiture of Security Deposit & Cancellation of tender and blacklisting of the firm as per instructions of the Chandigarh Administration.
19. The rates quoted should be F.O.R destination within the Territorial limits of UT, Chandigarh including packing, forwarding, postage, printing charges, Taxes/VAT, levies, octroi, Insurance, Cartridge , Transportation, loading, unloading, freight etc. minimum 06 months warranty. Rates quoted shall remain valid for 180 days from the date of submission of the Tender.
20. The acceptance of tender will have binding effect on the tenderer and he/she has to supply the tendered items/ordered items within the period stipulated in purchase order. Subletting of Contracts shall not be allowed under any circumstances.
21. The award of work order, when issued to the successful bidder, constitutes the contract with collateral support from terms and conditions of the tender invitation notices as well as formal agreement on non judicial stamp paper, all of which finally form the contractual obligations to be adhered to / performed by the bidder and the non performance of any of such obligations make the bidder liable for consequential effects i.e. blacklisting etc.
22. The bid shall not contain corrections, erasures or over writing.
23. The Successful bidder shall have to execute an agreement with the Department on a non –judicial stamp paper of Rs.100/-(Rupees One hundred only) and supply the material as per the requirement of Department from time to time and in case they failed to do so, Department shall be at liberty to forfeit the security deposit, cancel the supply order and get the supplier black-listed as per policy of Chandigarh Administration.
24. **Security Deposit** : The successful tenderer will have to deposit security/bank guarantee @ 10% of the total supply order value within 2 days of issuance of letter of intent by the undersigned and the security deposited in connection with any other similar tender will not be considered against this tender. Thereafter, the purchase/supply order will be issued. If successful tenderer fails to submit requisite security deposit within prescribed 2 days, Earnest Money will be forfeited and Department shall execute the order on their risk & cost.
25. **Inspection of Material** : The Purchase Committee of the department will inspect the goods supplied by the tenderer in response to the purchase order/indent at the stores of DEO or at any other designated place within the jurisdiction of UT Chandigarh. The District Education Officer, Chandigarh Administration reserves the rights to reject the goods supplied if same are not found in accordance with the required description/specifications.
26. **SUPPLY OF ORDERED MATERIAL & PAYMENT:** The successful tenderers should supply the material as per the time schedule fixed by Department from the date of placing the supply order and in the event of finding the goods in order by the Purchase Committee after inspection, the payment will be released accordingly. The competent authority reserves the right to increase or decrease the quantity of supply order.

27. The timely delivery/dispatch as stipulated in the supply order has to be strictly adhered to by the tenderer and in case of any request for extension of time made by the said tenderer in writing, the same shall be considered by the competent authority subject to the payment of penalty as provided in the terms & conditions of the tender.
28. **PENALTY:** The competent authority reserves the right to impose penalties in the following exigencies:
- (a) In case the tenderer fails to submit the samples as per clause No. 13 above, then Penalty @ 1% of the total value of supply order will be levied. Further 04 days will be given to the tenderer, failing which, the earnest money / security deposit will be forfeited & the supply order will be cancelled.
 - (b) In case tenderers fails to complete the supply within time period as per clause No. 26, then penalty @ 0.2% per day on the value of delayed portion of supply will be levied. However competent authority may relax the penalty clause if it found the genuine reasons for the delay.
29. In case, there is any variation in the specifications / samples approved vis-à-vis the supply received, then that portion of supply will be rejected and the tenderers shall be liable to supply the goods as per specification within a period of 03 days alongwith the penalty as imposed by the competent authority.
30. In case of defected supply, the Supplier will be informed to lift the said supply within 5 days from the date of issuance of said letter by the competent authority at his own cost. In the event of non lifting of said defective goods within the specified period by the tenderer, the competent authority will not be responsible in any manner for the loss or damage if any, caused to the said goods. The competent authority also reserves a right to impose any penalty as deemed fit in case the said goods are not lifted after the expiry of specified period.
31. **FORCE MAJEURE:** If the performance in whole / part by the party is prevented / delayed by any one or more of the force majeure events including but not limited to war, hostilities, civic commotion, acts of public enemy, sabotage, fire, floods and other natural causes, explosion, epidemics or non-availability of government controlled raw material under order / instruction of Central / State Govt. regulations, strikes, lockouts, agitations, embargo, act of civic or limitary authorities, the party shall not be made liable for the loss of damage due to delay or failure to perform during the currency of force majeure event provided that the happening is notified in writing (with documentary proof) within 7 days from the date of occurrence. The work shall be resumed as soon as practicable after the force majeure event ceases to exist.

The Expression of Interest/Tender received through physical documents shall be opened by the Departmental Purchase Committee on 12.10.2011 at 12:15pm in the office room of the District Education Officer, Chandigarh Administration (IIIrd floor, Additional Deluxe Building, sector-9, Chandigarh) in the presence of tenderer or his/her authorized representative. In the event of the date of receipt or opening of Tender being declared a holiday, **the due date of receipt/opening of the Tender will be the next working day at the same hours.**

32. This Expression of interest/Tender is non transferable.

33. The rates will be accepted on the distinction understanding that these are not charged higher than those charged from the DGS & D rates and other State Government Departments as on date in the U.T., Chandigarh. No price revision will be accepted by the competent authority during the currency of the Purchase order.
34. **BLACK LISTING OF TENDERER :** Tenderer participating in the tender and short listed after due processing of tender can be blacklisted, as per the Finance Department, Chandigarh Administration Notification No.1927-F&PO(3)-2009/1170 dated 27th February, 2009 for non fulfilling the requisite requirements of the tender documents/supply order or for concealing any information or for furnishing any false documents/statements in the tender.
35. **ARBITRATION :** In the event of any dispute or difference the same shall be referred to the sole arbitrator i.e DPI(S), Education Department, Chandigarh Administration whose decision shall be final and binding on the parties thereto. The Arbitration & Conciliation Act, 1966, deemed to have come into force on 25.01.1996 shall apply to the said arbitration proceedings. The Expression “DPI(S), Education Department, Chandigarh Administration” shall include an acting/officiating DPI(S) Education Department, Chandigarh Administration.

District Education Officer,
Chandigarh Administration.

It is certified that I have gone through all the terms & conditions of the Expression of Interest/Tender and I further undertake to abide by all terms and conditions to be announced/mentioned at the time of opening of Expression/Tender or at the time of placing of supply order.

Date: _____
Time : _____

Signatures of the Tenderer with seal

Annexure-“A”

(To be furnished on non judicial stamp paper duly attested by the Ist Class Magistrate).

AFFIDAVIT

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

Place : _____

DEPONENT

Dated: _____

Verification

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

Place : _____

DEPONENT

Dated: _____

LOGO OF THE EDUCATION DEPARTMENT, CHANDIGARH ADMINISTRATION



TECHNICAL SPECIFICATIONS FOR SPORTS ITEMS FOR TECHNICAL BID IN R/O SPORTS SHOES FOR THE YEAR 2010-11

S.No.	Name of Item	Tentative Quantity	Specification	Specifications of the Item/Sample quoted by the Tenderer
1.	Sports Shoes (Branded) (Size 3 to 11)	1175 No.	<p>Upper: Combination of breathable light weight Nylon Mesh and non-woven PUC laminated material. Provided with heat Activated toe puff reinforcement. Special heel counter material for extra stability and control of heat special oval shaped laces.</p> <p>Midsole: Made of phylon sole using high grade EVA material. Highly flexible and durable guaranteed to retain the natural features for a very long time.</p> <p>Outsole: Highly durable two colour outsole with an excellent grip on all kind of surface like Indoor, outdoor, Wet conditions.</p>	

- The Sports Shoes can be increased/decreased as per actual requirement

FINANCIAL BID

- The Sports Kit Items can be increased/decreased as per actual requirement

Tender Inviting Authority: District Education Officer, Chandigarh Administration							
Name of Work: Supply of <u>Sports Shoes</u>							
Bidder Name :							
SCHEDULE OF WORKS							
Sl. No.	Description of work	No.or Qty. (Appx.)	Size	Estimated Rate (in. Rs.)	RATE In Figures To be entered by the Bidder		AMOUNT Rs. P
					Figures	Words	
1	Sports Shoes Branded)	1175 pairs	3 to 11	700/-			
Total in Figures							
Total in Words							