

THE INDIAN GOLF UNION
14,2nd Floor, Anand Lok, August Kranti Marg, New Delhi – 110049
+91 – 1126255770/+91 – 01126255771
Website – www.indiangolfunion.org
Email id – dg@indiangolfunion.org

IGU/Tender/07-2022

Date: 17th October 2022

1.0. NOTICE INVITING LIMITED TENDER

The Indian Golf Union is the apex body of golf in the country and is responsible for the promotion and development of golf in India. The Indian Golf Union, for and on behalf of the Director General, invites sealed bid for supply of Golf Shoes, Golf T shirts and Golf Trousers from the following selected manufacturers or its authorized agents.

1. Callaway Golf Company India
2. Acushnet Company
3. Taylormade Golf
4. Underarmour

Any bid received from unsolicited bidders will not be considered for evaluation.

Important dates regarding the tendering procedure are as below:

Tender No. IGU/Tender/07-2022	Dated:17 October 2022
Important Dates	
Date of Publishing	17 October 2022
Bid document Download Start Date	17 October 2022
End of Bid Submission Date & Time	06 November 2022, 04:00 PM
Date & Time of Bid Opening	07 November 2022, 11:30 AM
Earnest Money Deposit (EMD)/ Bid Security	₹ 16,150/-

2.0. SCOPE OF SUPPLY

- i. The items under procurement under this tender are as below:

S. No	Name of Equipment	Qty	Shelf Life
1	Golf Shoes	20 pcs	06 months
2	Golf Trousers	55 pcs	06 months
3	Golf T Shirts	75 pcs	06 months
4	Golf Wind Sheeters	10 pcs	06 months

ii. **Warranty Terms:** The shelf life shall remain valid for Six Months (06) after the goods have been delivered at the final destination and accepted by the Purchaser/Consignee.

iii. **Delivery Terms:** Stores are required to be delivered and installed at the consignee's site within 60 days from the date of issue of award letter. Time is essence of Contract. The bidders may please note that goods are to be delivered to the consignee latest within the date specified. Date of delivery at Consignee site will be considered as the actual date of delivery.

Customs Duty Exemption Certificate (CDEC) for imported sports goods/equipment as per Performa Invoice submitted in the tender will be provided by Sports Authority of India as per Govt. Of India Notification No. 146/94-Customs dated 13.07.1994 read with Notification No. 5/2010-Customs dated 19.01.2010, amended from time to time.

iv. **Consignee Location and Address:**

1. Delhi – 14, 2nd Floor, Anand Lok, August Kranti Marg, New Delhi - 110049

v. **Payment Terms:** Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner:

Payment shall be made in Indian Rupees as specified in the contract in the following manner:

Hundred percent (100%) payment of the contract price subject to recoveries / liquidated damages/shortages etc., if any, shall be paid on receipt of goods in good condition (including installation & commissioning) and upon submission of the following documents:

- a) Supplier's invoice showing contract number, goods description, quantity, unit price and total amount.
- b) Inspection & Acceptance Certificate, in original issued by the authorized representative of the consignee.
- c) Packing list identifying contents of each package.

3.0. DOCUMENTS TO BE SUBMITTED

The following documents are to be submitted along with the bid/ response to this tender. Non submission of the same may lead to Disqualification of the bidder.

1. Tender Submission form as per Annexure I.
2. Bid Security as defined in Clause 1 and 5.
3. The Bidder must be a Manufacturer or its authorized agent. If the bidder is an authorised agent, they should submit Manufacturer authorization as per Annexure II.
4. Catalogues and details of offered product.
5. Price Bid as per Annexure V.
6. Company PAN registration.

7. Company GST registration.
8. Company Registration Certificate.
9. Power of Attorney

NOTE: -Price of each item should be quoted separately

4.0. MODE OF EVALUATION

1. The comparison of the Bids which technically suits the requirement of the purchaser will be considered for ranking purpose. Ranking shall be carried out on Delivery on DDP basis at Consignee Site basis, inclusive of applicable taxes, duties, incidental services.
2. The Contract shall be awarded to the Bidder(s) who meets all tender requirement and who is Item-wise lowest and who meets the laid down Qualification Criteria in the Bid documents.

The Purchaser reserves the right to cancel the bidding process and reject all bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidders.

5.0. PERFORMANCE SECURITY

1. As security for the due performance, observance and fulfilment of all obligations, terms, conditions, representations, warranties and covenants of the Supplier under the Bidding documents, the Supplier shall furnish within 10 (10) days from date of the issue of Notification of Award by the Purchaser, the Supplier, shall furnish performance security to the Purchaser for an amount equal to three percent (3%) of the total value of the contract, valid up to sixty days after warranty period /shelf life period from the date of acceptance of the goods by the consignee.

2. The Performance security shall be denominated in Indian Rupees or in the currency of the contract in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in Section VIII (B) of this document in favour of the Purchaser.

3. In the event of any amendment issued to the contract, regarding extension of Delivery Period, the supplier shall, within five (05) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

4. The Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations

subject to adjustment of all amounts/losses/damages/recoveries/penalties payable to the Purchaser and claims of Purchaser, there from.

5. Without prejudice to its other rights and remedies under any contract, law or equity (including without limitation Purchaser's right to terminate the Agreement for breach),

6. Purchaser shall be entitled to forfeit/invoke or otherwise adjust the Performance Security without notice to the Supplier, if the Supplier fails to perform or commits breach of any of its obligations or the terms and conditions of the Bidding Documents. For the avoidance of doubt, Purchaser may draw from the Performance Securities any costs, expenses, losses, damages or compensation arising out of any such breach/damage or failure.

6.0.EARNEST MONEY DEPOSIT

3. The bidder shall furnish Bid Security for an amount as shown in the Clause 1 of the document. The Bid Security is required to protect the Purchaser against the risk of the bidder's unwarranted conduct. Non-submission of Bid Security will be considered as major deviation and bid will not be considered.
4. In case, as per notification of Government of India, the bidder falls in the category of exemption of Bid Security, it should furnish the relevant notification along with required documents like valid Registration Certificate etc.
5. The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as along with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs.
6. The Bid Security shall be furnished in one of the following forms:
 - a) Account Payee Demand Draft
 - b) Fixed Deposit Receipt
 - c) Banker's cheque / Pay Order
 - d) Bank Guarantee from any of the commercial banks (as per the format at **Annexure IV**),
 - e) NEFT transfer to **"The Indian Golf Union, Union Bank of India Account No: 108510011001532, IFSC No. UBIN0810851.**
(Bidder has to upload challan/proof along with Bid in CPPP Portal)
 - f) Valid Insurance Surety Bonds
7. The Demand Draft, Fixed Deposit Receipt, Banker's Cheque, Insurance Surety Bonds or Bank Guarantee shall be drawn on any Commercial Bank in India, in favour of the **"The Indian Golf Union"**, payable at New Delhi. In case of Bank Guarantee, the same is to be obtained from any commercial bank in India as per the format specified under Annexure XII (A) of the Bid Document.
8. The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. The Bid Security shall be valid for 225 days from the date of opening of the Technical Bid.

9. Earnest Money is required to protect the purchaser against the risk of the bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful bidder's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.
10. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid or is breach of any condition of the tender documents in any respect within the period of validity of its bid without prejudice to other rights of the Purchaser. Further, if successful bidder fails to furnish the required Performance Security and sign the contract / agreement within the period as specified by SAI in the Letter of Intent/ Notification of Award (NoA), its Bid Security/EMD will be forfeited.

7.0 MODE OF SUBMISSION

The bids from the bidder should be in English and should consist of the documents stated above are to be submitted in password protected compressed folders at dg@indiangolfunion.org before due date of submission,

The password of the bid document Proposal shall not be mentioned anywhere in the email.

The password shall be required on the date of opening of Proposal which shall be communicated separately by the Applicants via email/Phone.

The Bidding Documents are not transferable.

Maj Gen Bibhuti Bhushan (Retd)
Director General
The Indian Golf Union

Annexure – I BID SUBMISSION FORM

Date _____

To
Director General
The Indian Golf Union
14, Anand Lok, 2nd Floor,
August Kranti Marg,
New Delhi – 110049
Email: dg@indinagolfunion.org

Ref: Your Bidding Document No. _____ dated _____

We, the undersigned have examined the above-mentioned Bidding Document, including amendment/corrigendum No. _____, dated _____ (*if any*), the receipt of which is hereby confirmed. We now offer to supply and deliver the equipment mentioned herein in conformity with your above referred document for the sum as shown in the price schedule(s), attached herewith and made part of this Bid.

We further confirm that, if our Bid is accepted, we shall provide you with a performance security of required amount for due performance of the contract.

We agree to keep our Bid valid for acceptance for 90 days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept our Bid, you may receive against your above-referred Bid Reference.

We undertake that the rates quoted for supply of said Items/Items by the firm are not higher than the rate of the item supplied by the firm in any other Government Organisation/Institutions/PSU etc.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities in India.

We confirm that we fully agree to the terms and conditions specified in above mentioned Bidding Document, including amendment/ corrigendum if any

[Signature with date, name and designation]

Duly authorised to sign Bid for and on behalf of Messrs _____
[Name & address of the manufacturers]

Annexure – II MANUFACTURER’S AUTHORISATION FORM

To

Director General
The Indian Golf Union
14, Anand Lok, 2nd Floor,
August Kranti Marg,
New Delhi – 110049
Email: dg@indinagolfunion.org

Dear Sirs,

Ref. Your Bidding Reference No _____, dated _____

We, _____ who are proven and reputable manufacturers of _____ (*name and description of the goods offered in the Bid*) having factories at _____, hereby authorise Messrs _____ (*name and address of the agent*) to submit a Bid, process the same further and enter into a contract with you against your requirement as contained in the above referred Bidding Documents for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs. _____ (*name and address of the above agent*) is authorised to submit a Bid, process the same further and enter into a contract with you against your requirement as contained in the above referred Bidding Documents for the above goods manufactured by us.

We also hereby extend our full warranty of six months (06) from acceptance of goods by Purchaser

Yours faithfully,

[*Signature with date, name and designation*]

for and on behalf of Messrs _____

[*Name & address of the manufacturers*]

Note : 1. This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

2. Original letter may be enclosed.

ANNEXURE 'III' | BANK GUARANTEE FORM FOR BID SECURITY

Whereas _____ (hereinafter called the "Bidder") has submitted its quotation dated _____ for the supply of _____ (hereinafter called the "Bid") against the purchaser's Bid Reference No. _____ Know all persons by these presents that we _____ of _____ (Hereinafter called the "Bank") having our registered office at _____ are bound unto Sports Authority of India, New Delhi 110003 (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 Bidder withdraws or amends, breaches the terms and conditions of the tender document, impairs or derogates from the Bid in any respect within the period of validity of this Bid.
- (2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of its validity: -
 - a) Fails or refuses to furnish the performance security for the due Performance of the contract.
 - or
 - b) Fails or refuses to accept/execute the Rate Contract.

We undertake to pay the Purchaser up to 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(s).

This guarantee will remain in force for a period of forty-five days after the period of Bid validity of _____ days i.e., for _____ days (_____ days + 45 days) from the date of Bid Opening and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorised officer of the Bank)

Name and designation of the officer

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

ANNEXURE 'IV' | - BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

_____,
_____.

WHEREAS _____ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no _____ dated _____ for (description of services) (herein after called "the contract"). AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee from a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to ----- days beyond the date of expiry of contract period as per RFP.

(Signature with date of the authorized officer of the Bank)

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Name and designation of the officer

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.....

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

Annexure V- PRICE SCHEDULE FOR GOODS AVAILABLE IN INDIA IN RUPEES

1	2	3	4	5				6
Schedule	Brief Description of Goods	Quantity (Nos)	Country of Origin	Price per unit (Rs.)				Total Price on Free Delivery at Consignees site. ** (Rs.) (Qty X Total Unit Price) 3 x 5(d)
				Ex - factory/ Ex - warehouse /Ex-showroom /Off - the shelf	GST %	GST value	Price on Free delivery at Consignee site	
				(a)	(b)	(c)	(d) =a+c	

Total Bid price in Rupees: _____

In words: _____

The above prices quoted are for supply, with warranty period as required in this tender from the date of acceptance by Purchaser.

Delivery Period: _____ (Insert earliest delivery period) from the date of signing of the Contract. The Time and Delivery Period shall be essence of Contract.

Place: _____

Date: _____

Signature of Bidder _____

Name & Designation _____

Business Address _____

Seal of the Bidder _____

