



भारतीय खेल प्राधिकरण

**SPORTS AUTHORITY OF INDIA**

UDHAV DAS MEHTA (BHAI JI) CENTRAL REGIONAL CENTRE

**GRAM GORA, BISHENKHERI, POST SURAJ NAGAR,**

**BHOPAL (MADHYA PRADESH) PIN- 462044**

**e- Tender Document  
for Supply of Medicines, COVID-19  
Related Items, Consumable & Non  
Consumable Surgical & Physiotherapy  
Items at SAI CRC Bhopal  
for the year 2021-22**

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Website: <http://sportsauthorityofindia.nic.in> & <http://eprocure.gov.in/eprocure/app> [www.saicrc.in](http://www.saicrc.in)

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# **DISCLAIMER**

This RFP is being issued by Sports Authority of India (SAI) for procurement of Medicines, Consumable & Non Consumable Surgical & Physiotherapy Items on such terms and conditions and scope of work as set out in this RFP document.

It is hereby clarified that this RFP is not an Agreement and is not an offer or invitation by SAI to any party hereunder. The purpose of this RFP is to provide the bidder (s) with information to assist in the formulation of their proposal submission. This RFP document does not purport to contain all the information bidders may require. This RFP document may not be appropriate for all persons and it is not possible for SAI to consider particular needs of each bidder. Each bidder should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. SAI and their advisor make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations or otherwise as to the accuracy, reliability or completeness of the RFP document.

SAI in their absolute discretion, but without being under any obligation to do so, may update, amend or supplement the information in this RFP document.

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**SECTION I**  
**INVITATION FOR BID (IFB)**

Sports Authority of India under Ministry of Youth Affairs and Sports, Govt. of India invites online bids (**manual bids shall not be accepted**) in single stage on two bid system for procurement of Medicines, Consumable & Non Consumable Surgical & Physiotherapy Items mentioned below:-

<b>Bid Reference No. 474/SAI/CRC/Medical/2021</b>	
<b>Brief Description of Goods</b>	<b>Amount of Bid Security</b>
<b>Procurement of Medicines, Consumable &amp; Non Consumable Surgical &amp; Physiotherapy Items at SAI CRC Bhopal</b>	<b>Not Applicable</b>

**CRITICAL DATE SHEET**

Date of publish of RFP on e-procurement portal of CPP	06.07.2021 (06:55 PM)
Start date and time of downloading of document	06.07.2021 (06:55 PM)
Bid submission start date	06.07.2021 (06:55 PM)
Last Date and Time of uploading/submission of Bids	26-07-2021 (11:00 PM)
Bid Validity	180
Opening of Techno-Commercial Bid (Bid 1)	27.07.2021 (11:00 PM)

1. Bidder may also download the Bidding Documents from the web site- [www.sportsauthorityofindia.nic.in](http://www.sportsauthorityofindia.nic.in) [www.saicrc.in](http://www.saicrc.in) & CPP Portal of Govt. of India i.e. <http://eprocure.gov.in/eprocure/app> Bidders shall ensure that their Bids, complete in all respect should be uploaded online before the closing date and time as indicated in the critical date sheet above on CPP Portal <http://eprocure.gov.in/eprocure/app>.
2. Bids shall be submitted online only at CPP website: <http://eprocure.gov.in/eprocure/app> Tenderers/Bidders are advised to follow the instructions provided in the **Instructions for Online Bid Submission** for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>.
3. Tenderer who has downloaded the tender from the Central Public Procurement Portal (CPP) website <http://eprocure.gov.in/eprocure/app> and SAI website [www.sportsauthorityofindia.nic.in](http://www.sportsauthorityofindia.nic.in) **shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner**, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with SAI.
4. Intending bidders are advised to visit again CPP Portal website [www.eprocure.gov.in](http://www.eprocure.gov.in) and SAI website <http://sportsauthorityofindia.nic.in> before submission of tender for any corrigendum / addendum/ amendment.

**Regional Director I/c**  
**Sports Authority of India**  
**CRC Bhopal**  
E-mail: [rdsaibho-mp@gov.in](mailto:rdsaibho-mp@gov.in)

**SECTION – II (A)**  
**INSTRUCTIONS TO BIDDERS (ITB)**

**(a) PREAMBLE**

**1. Definitions and Abbreviations**

i) The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

**ii) Definitions:**

- a. **“Purchaser”** means the organization purchasing goods and services as incorporated in the Tender Enquiry documents i.e, **Procurement of Medicines, Consumable & Non Consumable Surgical & Physiotherapy Items at SAI CRC Bhopal**
- b. **“Tender”** means bids/quotations/Tender received from a Firm/ Bidder.
- c. **“Bidder”** means bidder/the individual or firm submitting bids/Quotations/Tender.
- d. **“Supplier”** means the individuals/company or the firm supplying the goods and services as incorporated in the contract.
- e. **“Goods”** means the items Mentioned in Section-V etc., which the supplier is required to supply to the purchaser under the contract.
- f. **“Earnest Money Deposit”** (EMD) means Bid Security/monetary or financial guarantee to be furnished by a bidder along with its tender.
- g. **“Contract”** means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc., therein.
- h. **“Performance Security”** means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- i. **“Consignee”** means person to whom the goods are required to be delivered to a person as an interim consignee for the purpose of person is the consignee, also known as ultimate consignee.
- j. **“Specification”** means the document/standard that prescribes the requirement with which goods or service has to conform.
- k. **“Day”** means calendar day.

**iii) Abbreviation:-**

- a. **“TE Document”** means Tender Enquiry Document
- b. **“NIT”** means Notice Inviting Tenders
- c. **“ITB”** means Instruction to Tenders
- d. **“GCC”** means General Conditions of Contract
- e. **“SCC”** means Special Conditions of Contract
- f. **“NSIC”** means National Small Industries Corporation
- g. **“DP”** means Delivery Period
- h. **“CD”** means Custom Duty
- i. **“GST”** means Goods & Services Tax
- j. **“RR”** Railway Receipt
- k. **“FOR”** means Free on Rail

## **2. Introduction**

- 2.1 This bid document is for procurement of items as mentioned in **Section -V “Tentative list of Required Items”**.
- 2.2 This Section (**Section II**) provides relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the Purchaser for receipt and opening of bids as well as scrutiny and evaluation of bids and subsequent placement of contract.
- 2.3 Before formulating the bid and submitting the same to the Purchaser, the bidder should read and examine all the terms and conditions, instructions, specifications etc. contained in the bid document. Failure to provide and/or comply with the required information, instructions etc. incorporated in this bid document, may result in rejection of the bid.

## **3 Language of Bid**

The bid submitted by the bidder and all subsequent correspondence and documents relating to the bid, exchanged between the bidder and the SAI, shall be written in English or Hindi language. However, the language of any printed literature furnished by the bidder in connection with its bid may be written in any other language provided the same is accompanied by an English or Hindi translation and, for purpose of interpretation of the bid, the English translation shall prevail.

## **4 Eligible Goods and related services**

All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term “origin” used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

## **5 Tendering Expenses**

The Bidders shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.

## **6 Local Conditions**

It is imperative that each bidder fully acquaints himself with all the local conditions and factors, which would have any effect on the performance/completion of the contract in all respect. Bidders would themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time in India and/or country of manufacture and supply. On such matters, the purchaser shall not entertain any request from the bidders.

## (b) BIDDING DOCUMENTS

### 7 Content of Bidding Documents

In addition to Section I – “Invitation for Bid” (IFB), the Bid Document includes several Sections up to Section-VII. These Sections are:

Section II (A)	Instructions to Bidders (ITB)
Section II (B)	Instructions for Online Submission of Bids.
Section III	Qualification Criteria & Selection Criteria
Section IV	Bidding Forms
Section V	Tentative List of Required Items
Section VI	General Conditions of Contract & Special Conditions of Contract
Section VII	Contract Forms

### 8. Amendment(s) to Bid Documents

- 8.1 At any time prior to the deadline for submission of bid, the Purchaser may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid document by issuing suitable amendment(s) to it.
- 8.2 Such an amendment to the bid document will be uploaded on SAI website [www.sportsauthorityofindia.nic.in](http://www.sportsauthorityofindia.nic.in) and Central Public Procurement (CPP) Portal of Government of India i.e. [www.eprocure.gov.in](http://www.eprocure.gov.in) only.
- 8.3 Prospective bidders are advised in their own interest to visit website of Sports Authority of India (SAI) and CPP Portal for any amendment etc. before submitting their bids.
- 8.4 In order to afford prospective bidders reasonable time to take into account the amendments in preparing their bids, SAI may, at its discretion, suitably extend the dead line for submission of bids.

### 9 Modifications/withdrawal of bids

- 9.1 The bidder, after submitting the bid, is permitted to submit alterations/modifications to the bid, so long such alterations/ modifications are received duly sealed and marked like original bid, up-to the date and time of submission of bid. Any amendment/modification submitted after the prescribed date and time of receipt of bids is not to be considered.
- 9.2 The bidder may modify or withdraw his bid after submission, provided that a written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

### 10 Clarification of Bid Documents

- 10.1 A bidder requiring any clarification or elucidation on any issue in respect of the bid document may take up the same with the Purchaser in writing. The Purchaser will respond in writing to such request provided the same is received (by the Purchaser) not later than 10 days prior to the prescribed original date of submission of bid.
- 10.2 Any clarification issued by Purchaser in response to query (ies) raised by the prospective bidders shall form an integral part of bid document and it may amount to an amendment of the relevant clause(s) of the bid document.

### 11 Bid format

The bidders are to furnish their bids as per the prescribed format at **Section IV (A)** and also as per the instructions incorporated in the bid document.

## (c) PREPARATION OF BIDS

### 12 Documents comprising the bid

The bid prepared by the Bidder shall comprise the components detailed in **Clause 13 & 14** of ITB (Technical and Financial Bid). The Bids not conforming to the requirements as stated in the said clauses shall be summarily rejected. SAI's decision in this regard shall be final, conclusive and binding on all the Bidder(s).

### 13 Technical Bid:

The Bidder shall submit the scanned copy of following documents along with company file while submitting the bid documents:-

- 13.1 **Bid Security:** Bid Security is to be furnished in accordance with **clause 20** of ITB and bid submission as per- form at **Section-IV (A)**. Alternatively, documentary evidence for claiming exemption, if any, from payment of Earnest Money.
- 13.2 Bidder should have a Valid License/Registration Certificate from Drugs Department of State/Central Govt.
- 13.3 Self-attested ID proof, address proof, Pan Card and a recent passport size colored photograph of authorized representative.
- 13.4 Certificate of Incorporation/ Registration Certificate of the firm / Company/Agency.
- 13.5 Registration Certificate of Partnership Company, duly registered copy of partnership deal/MOA of the company.
- 13.6 Documents mentioned in the qualification criteria as per **Section III (A)**.
- 13.7 National Electronic Fund Transfer (NEFT Form) as per **Section IV- (D)** for payment in Indian Rupee.
- 13.8 Certificate of Chartered Accountant showing annual average turnover of **Rs.10 Lakh** for the last three financial years 2018-19, 2019-20& 2020-21/2017-18 Copies of Balance Sheet, Profit and Loss Account statement etc need not be enclosed.
- 13.9 Income Tax returns filed for the three Assessment years, 2018-19, 2019-20 & 2020-21.
- 13.10 **Goods & Services Tax Registration Certificate. If the firm does not have GST registration, then the firm have to submit a declaration on Non Judicial Stamp Paper (Rs.100) that the firm does not come under the GST limit.**
- 13.11 VAT/TIN, If applicable
- 13.12 Valid PAN.
- 13.13 The bidder should not be debarred/blacklisted during the last three financial years. (Undertaking thereof).

#### Note-:

- i) The bidding companies /firms /agencies are required to attest (self attestation) the scanned copies of documents, along with the bid, signed on each page with seal, to establish the bidders' eligibility and qualifications failing which their bid shall be summarily rejected and will not be considered. The bidders are responsible for what they attest and claim; if, later on, it is found that whatever has been attested by the bidder is not true/ correct, the company/ firm / agency of the bidder will render itself liable for punitive action including black- listing for purpose of procurement of any item(s), in addition to attracting penal provisions of the agreement.*



ii) *The bidders shall execute necessary instrument and documents required by SAI/purchaser in relation to the bidding documents and shall adhere to all notification/amendments as may be issued by the purchaser from time to time. All costs (including taxes, stamp duties and registration charges if any shall be borne by the bidders).*

iii) *The Technical bid shall not include any financial information. Such a bid shall be summarily rejected.*

**14 Financial Bid:** - This should be uploaded online in the prescribed **BoQ** format in MS Office (Excel).

14.1 Bidder shall indicate on the Price Schedule provided as per **BoQ** all the specified components of prices shown therein. All the columns shown in the price schedule should be filled up as required

14.2 The Sales tax/VAT, Freight Charges, GST, transportation charges, F.O.R. & all other charges should be included in **MRP** price.

14.3 No condition shall be attached to the Financial Bid. Conditional bids shall be summarily rejected.

14.4 The bid of a bidder, who does not fulfill any of the above requirements and /or gives evasive information /reply against any such requirement, shall be liable to be ignored and rejected.

**15 Bid Currency :-**

15.1 The Bidder shall quote the price as per the Price Schedule given in **BoQ** in Percentage only.

15.2 Tenders, where prices are quoted in any other way shall be treated as non-responsive and rejected.

**16 Firm Price**

The discount offered (quoted) by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account except statutory variation if any.

**17 Alternative Bids are not allowed.**

**18 Documents establishing bidder's eligibility and qualifications**

18.1 The bidder shall furnish, as part of its bid, relevant details and documents establishing its qualifications to perform the contract.

18.2 The documentary evidence needed to establish the bidder's qualifications:

**19 Documents establishing Good's Conformity to TE Documents.**

## **20 Bid Security/Earnest Money Deposit (EMD)**

- 20.1 All bidders shall be exempted from submission of EMD in all tenders except those disqualified from such exemption vide note 20 (ii) below:
- 20.2 The bidder has to sign a Bid Security declaration accepting that if the bidder withdraw or modify its bid during the period of validity i.e. not less than 180 (one hundred eighty) days from the bid due date or if the bidder is awarded the contract and fail to sign the contract or to submit a performance security before the deadline defined in the request for bid documents, the bidder will be suspended for participation in the tendering process for the works of SAI and works under other Centrally Sponsored Schemes, for a period of one year from the bid due date of this work. The **Bid Security Declaration** shall be submitted as per the format at **Section-IV (I)** (Format for Bid Securing Declaration).

## **21 Bid Validity**

- 21.1 The bid shall remain valid for acceptance for a period of 180 days after the date of bid opening, prescribed in the bid document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.
- 21.2 In exceptional circumstances, Purchaser may request the bidders' consent to extend the validity of their bids up to a specified period. The bidders, who agree to extend the bid validity period are to extend the same in writing. However, they will not be permitted to modify their original bids during the extended bid validity period.
- 21.3 In case, the day up to which the bids are to remain valid falls on a holiday or on a day declared as holiday or closed day for the Purchaser, the bid validity shall automatically be extended up to the next working day.

## **22 Signing of bids**

- 22.1 The bid shall be duly signed at the appropriate places as indicated in the bid document and also in all other pages of the bid. The bid shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the person signing the bid shall initial the same. The letter of authorization shall be in the format placed at **Section-IV E**, which shall also be furnished along with the bid.
- 22.2 Bid shall either be typed in indelible ink and the same shall be signed by the bidder or by a person who has been duly authorized to bind the bidder to the contract and uploaded in PDF format.

## **(D) SUBMISSION OF BIDS**

### **23 Submission of Bids**

- 23.1 Bids should be submitted on line as per the instructions given for online submission under Section II (B).
- 23.2 Bids must be received by the Purchaser not later than the date and time prescribed in the bid document.
- 23.3 Purchaser, at his discretion, may extend the deadline for submission of bids by amending the bid document in accordance with **clause 8** of **ITB**. In that case, all rights and obligations of the Purchaser and the bidders would automatically stand extended.
- 23.4 Submission of more than one bid by the same bidder shall entail him for disqualification from participating in the bid process.

## **(E) BID OPENING**

### **24 Opening of Bids**

- 24.1 The Purchaser will open the bids at the specified date, time and place as indicated in the IFB in **Section-I**. If due to administrative reasons the venue / date/ time of bid opening are changed, it will be uploaded on CPP Portal and on the SAI's website.
- 24.2 In case the specified date of bid opening falls on a holiday or is subsequently declared a holiday or closed day for the Purchaser, the bids will be opened at the appointed time and place on the next working day.
- 24.3 Authorized representatives of the bidders, who have submitted bids on time may attend the bid opening provided they bring with them letters of authority from the corresponding bidders. Letter of authority for attending the bid opening meeting should be in the format placed at **Section IV (E)**.
- 24.4 Two – bid system as mentioned in **Para 12** above will be as follows:-
- 24.5 **Technical Bids** will be opened in the first instance, at the prescribed date and time as indicated in **Section –I (IFB)**. These bids shall be scrutinized and evaluated by the Purchaser with reference to parameters prescribed in the Bid Document. During the Technical bid opening, the bid opening official(s) will read the salient features of the bids like brief description of the items offered, delivery period, Bid Security and any other special features of the bids, as deemed fit by them. Thereafter, in the second stage, the **Financial Bids** of only the technically acceptable bids / offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical Bid.

## **(f) SCRUTINY AND EVALUATION OF BIDS**

### **25 Basic Principle**

Bids will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the bidders in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

### **26 Scrutiny of Bids**

- 26.1 The Purchaser will examine the Bids to determine whether they are complete, whether the documents have been properly signed, stamped and whether the Bids are generally in order.
- 26.2 Prior to the evaluation of Price Bids, the Purchaser will determine the substantial responsiveness of each Bid to the Bidding Document. For purposes of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents including Technical Specifications without material deviations. However the Purchaser may waive minor deviation and /or minor irregularity and/or minor nonconformity in the Bid,
- 26.3 If a Bid is not substantially responsive, it will be rejected by the Purchaser.

26.4 The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;

- a) Qualification Criteria not enclosed.
- b) Submitted document/Tender is unsigned.
- c) Tender validity is shorter than the required period.
- d) Required Bid Security Declaration Certificate/exemption documents have not been provided.
- e) Bidder has not agreed to give the required performance security.
- f) Bidder has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
- g) Poor/ unsatisfactory past performance.
- h) Bidder has not complied with the requirement of Clauses of ITB.

## **27 Minor infirmity/irregularity/Non-conformity**

If during the preliminary examination, the purchaser find any minor infirmity and/ or irregularity and/ or non-conformity in a tender, the purchaser will convey its observation on such 'minor' issues to the bidder by E-mail/CPPP Portal etc. asking the bidder to response by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored..

## **28 Qualification Criteria**

Bids of the Bidders, who do not meet the required Qualification Criteria prescribed in **Clause 13 of Section II A** read with Section III, will be treated as non - responsive and will not be considered further.

## **29 Comparison of Bids and Award Criteria.**

29.1 The comparison of the techno commercially responsive Bids for ranking purpose shall be carried out on Free Delivery at Consignee Site basis.

29.2 **The Contract shall be awarded to the responsive Bidder(s) who is quoted Highest Discount on MRP for all items and who meets the laid down Qualification Criteria in the Bid documents.**

29.3 The Purchaser reserves the right to give the price preference/ purchase preference as per the instruction in vogue while evaluating, comparing and ranking the responsive Bids. The Bidders claiming the same should enclose the concerned Notification of Govt. of India along with other relevant documents so as to establish their claim for such preferences.

## **30 Contacting the Purchaser**

30.1 From the time of submission of tender to the time of awarding the contract, if a BIDDER needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.

30.2 In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the purchaser.

## **(g) AWARD OF CONTRACT**

### **31 The Purchaser's Right to accept any tender and to reject any or all tenders**

The purchaser reserve the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidders.

### **32 Notification of Award**

32.1 The bidder whose bid has been accepted will be notified of the award by the Purchaser prior to the expiry of the bid validity period.

32.2 Before expiry of the bid validity period, the Purchaser will notify the successful bidder in writing, by E-mail /CPPP/ speed post that its bid for items, which have been selected by the Purchaser, has been accepted; also briefly indicating there-in, that the essential details like description, quantity of the items, and delivery period, and prices have been accepted. The successful bidder must furnish to the Purchaser the required Performance Security within **14 days** from the date of dispatch of this notification, failing which the Bid Security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided under **GCC Clause 4** under **Section VI-A**.

32.3 The Letter of Award (LoA) will state the sum that the Purchaser will pay to the successful bidder in consideration of the items to be supplied by him.

32.4 **Supply of medicine, Consumable & Non Consumable Surgical & Physiotherapy Items may be bifurcated according to the orders placed from time to time during the contract and place of supply.**

32.5 **The supply order will be issued separately from time to time during the contract period as per requirement.**

32.6 The details of award of work and name of the successful bidder shall be mentioned on the CPPP and also in the notice board/bulletin/website of SAI.

32.7 Notification of Award shall constitute the conclusion of the Contract.

### **33 Issue of Contract**

33.1 Promptly after notification of award, the Purchaser will mail the Contract Agreement as per **Section VII (A)**, duly completed and signed, in duplicate, to the successful bidder by E-mail / speed post.

33.2 The successful bidder shall return the original copy of the contract, duly signed and dated, to the Purchaser by registered/ speed post within **10** days from the date of issue of the contract.

### **34 Variation of quantities at the time of award**

The SAI reserves the right to increase or decrease, the items & quantity of items without any change in discount offered by the bidder & the SAI also reserve the right to issue supply order of any type of medicine, consumable & non consumable surgical & physiotherapist items as per requirement.

### **35 Annulment of Award**

Failure of the successful bidder to comply with the requirement of signing an agreement with the Purchaser and furnishing Performance Security as per **clause 4 of Section VI** shall constitute sufficient ground for annulment of the award and forfeiture of bid security.

### **36 Termination of Contract**

The SAI reserves the right to terminate the contract without assigning any reason. Before termination of contract, SAI will notify the service bidder giving a notice of 30 days.

### **37 Disqualification**

Purchaser reserves the right to disqualify the bidder for a suitable period who fails to supply the items in time. Further, the bidder(s) whose items do not perform satisfactorily in accordance with the specifications may also be disqualified for a suitable period by the Purchaser.

### **38 Non-receipt of Performance Security and Contract by the Purchaser**

Failure of the successful Bidder in providing Performance Security and / or returning contract copy duly signed in terms of ITB shall make the Bidder liable for forfeiture of its bid security and, also, for further actions by the Purchaser against it as per the **clause 15** of GCC – Termination of default in Section-VI and other administrative actions as deemed fit by the purchaser

### **39 Corrupt or fraudulent practices**

- (i) It is required by all concerned namely the Consignee/Bidder/ Supplier to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser:-
  - a) Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
  - b) Will declare a firm ineligible or blacklist for a stated period of time, to be awarded a contract by the Purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or in executing the contract
  - c) The Purchaser reserves the right not to conclude the contract and in case contract has been issued, terminate the same, if found to be obtained by any misrepresentation, concealment and suppression of material facts by the bidder. In addition, Bid Security/ Performance Security (as the case may be) deposited by the bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment and suppression of material facts shall be initiated.

#### 40 Conflict of Interest among bidders/agents

A bidder shall not have conflict of interest with others bidders. Such conflict of interest can lead to anti competitive practices to the detriment of purchaser's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process if;

- i) They have controlling partner (s) in common;  
or
- ii) They receive or have received any direct or indirect subsidy/financial stake from any of them; or
- iii) They have the same legal representative/agent for purposes of this bid; or
- iv) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- v) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assemblies from one bidding manufacturer in more than one bid.
- vi) On behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer.
- vii) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid;
- viii) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business.

**This is to certify that I/We before signing this tender I/we have read carefully and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.**

(Name) Signature Signed as proprietor/partner/Director who holds power of Attorney on  
behalf of firm Name of Firm Address

## **SECTION-II (B)**

### **Instructions for Online Bid Submission**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in//eprocure/app>.

#### **A. REGISTRATION**

- (i) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in//eprocure/app>) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- (ii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iii) Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- (iv) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/TCS/nCode/ eMudhra etc.), with their profile.
- (v) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- (vi) Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

#### **B. SEARCHING FOR TENDER DOCUMENTS**

- (i) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- (ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- (iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the helpdesk.



### **C. PREPARATION OF BIDS**

- (i) Bidder should take into account corrigendum published on the tender document before submitting their bids.
- (ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- (iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **D. SUBMISSION OF BIDS**

- (i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (ii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (iii) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- (iv) Bidder should prepare the EMD as per the instruction specified in the tender document. The original should be posted/couriered/given in person to the concerned official latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (v) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- (vi) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (vii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (viii) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.
- (ix) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **E. ASSISTANCE TO BIDDERS**

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender.
- (ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The Contract number for the helpdesk is 1800 3072 2232. Foreign bidder can get help at +91-7878007972, +91-7878007973.

**SECTION – III (A)**  
**QUALIFICATION CRITERIA**

**Bid Reference No. 474/SAI/CRC/Medical/2021**

(b) The bidder must satisfy the following eligibility criteria

<b>Sl. No.</b>	<b>Criteria</b>	<b>Documentary Evidence</b>
1.	The bidder must be a company/firm/sole proprietor registered in India	Enclose copy of certificate of incorporation/registration
2.	Bidder must have annual average turnover of Rs.10 Lakh in last three financial years viz <u>2018-19, 2019-20 &amp; 2020-21/2017-18</u>	The Turnover certificate from Chartered Accountant be enclosed
3.	Income Tax Return for the three Assessment years ie. 2019-20, 2020-21 & 2021-22/2018-19	The relevant Documents be enclosed.
4.	The manufacturer/bidder should have experience for supplied of medicine/physiotherapy items to State /Central Govt./PSU/reputed private institutions	The relevant Documents be enclosed
5.	The bidders should not have been debarred/blacklisted during the last 3 Years by and state/central government/PSUs/Government Recognized Academies/National Federation/Stadia/Training Centre	Enclose blacklisting declaration in the format given in <b>Section IV (H)</b>
6.	Goods & Services Tax Registration Certificate. If the firm does not have GST registration, then the firm have to submit a declaration letter on Stamp Paper (Rs.100) that the firm does not come under the GST limit.	
7.	Service Provider should have a Registration Certificate/License from Drugs Department of State/Central Govt.	The relevant Documents be enclosed.
8.	VAT/TIN, If applicable	The relevant Documents be enclosed.
9.	PAN No.	The relevant Documents be enclosed.

## SECTION - III (B)

### SELECTION CRITERIA

1. Authority reserves the right to accept or reject any or all bids without assigning any reasons
2. Authority also reserves the right to reject any bid (including the Highest one) which in its opinion is not responsive or violating any of the conditions/specifications or which is found to be adopting unethical business practices; without bearing any liability or any loss whatsoever it may cause to the bidder in the process.
3. Technical bids will be evaluated as per qualification criteria given in Section III (A) (Qualification Criteria) read with Pre Qualification stipulated in Clause 13 of Section II (ITB) of the tender documents.
4. Technical bids of only those bidders who have submitted Bid Security as per terms of NIT will be opened.
5. The successful bidder will be the one who emerges **H-1 (Who bidder quoted/offered Highest Discount on MRP of all items)** out of responsive bids. In case, the two or more firms offer the same rates, successful bidders will be the one whose average turnover during the last three years is higher than the other competitor (s).

**SECTION-IV-A**

**BID SUBMISSION FORM**

To  
The Regional Director  
Sports Authority of India,  
Central Regional Centre, Gram Gora,  
Bishenkheri, Bhopal -462044

**Subject: Tender ID No. ....Tender Published Date.....**

Sir,

W, the undersigned have gone through 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 Medicine, Consumable & Non Consumable Surgical & Physiotherapy Items to the purchasers named in the schedule *in* conformity with your above referred document at the discount on MRP as shown in the price schedule(s), attached herewith and made part of this Bid.

2. We further confirm that, if our Bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of **GCC clause 04** of Section-VI- (A) for due performance of the Contract.
3. We agree to keep our Bid valid for acceptance for 180 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.
4. We further confirm that, upon conclusion of formal Contract on us, the supply orders placed on us by the designated Purchaser against the Contract shall constitute a binding contract between us and the Purchaser.
5. We undertake that we have not supplied the required items at a price lower than the price quoted for these items by us.
6. We fully agree to abide by all terms and conditions of General Conditions of Contract/Special Condition of Contract as per Section-VI.
7. We further understand that you are not bound to accept the Highest or any Bid you may receive against your above-referred Bid Reference.
8. We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.
9. 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 authorized to sign Bid for and on behalf of Messrs\_\_\_\_\_

[Name & address of the manufacturers]

**SECTION - IV**  
**(B) Form for Power of Attorney**

Know all men by these presents, we, \_\_\_\_\_ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (Name),son/daughter/wife of \_\_\_\_\_and presently residing at \_\_\_\_\_, who is [presently employed with us and holding the position of \_\_\_\_\_], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the (Name of Mandate) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidder's and other conferences and providing information/responses to Sports Authority of India( hereinafter referred to as "Purchaser"), representing us in all matters before Purchaser, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with Purchaser in all matters in connection with or relating to or arising out of our bid for the said Tender and /or till the entering into the Contract with Purchaser.

AND we hereby agree to ratify and confirm and do hereby all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, \_\_\_\_\_THE ABOVE NAMED PRINCIPALS  
HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_DAY OF  
20\*\*

For\_\_\_\_\_

(Signature)

(Name, Title, and Address) Witnesses:

- 1.
- 2.

Accepted (Notarized)  
(Signature)

(Name, Title and Address of the Attorney)

**Section IV  
(C) Price Schedule Format**

Supply of Medicines, Consumable & Non Consumable Surgical & Physiotherapy Items at SAI CRC Bhopal  
for the year 2021-22

**BOQ (Bill of Quantity) /PRICE BID**

**[Should only be uploaded in the Price-Bid cover through CPP Portal in MS Excel sheet  
format. Not to be enclosed with the Techno- commercial bid]**

**Please refer BoQ**

**SECTION IV- (D)**  
**NEFT MANDATE FORM**

**Bid Reference No.: 474/SAI/CRC/Medical/2021**

To  
The Regional Director  
Sports Authority of India  
Central Regional Centre  
Gram Gora, Bishenkheri,  
Post Suraj Nagar,  
Bhopal 462044

**Sub: NEFT PAYMENTS**

We refer to the NEFT being set up by SAI. For remittance of our payments using RBI's NEFT scheme, our payments may be made through the above scheme to our under noted account.

**NATIONAL ELECTRONIC FUNDS TRANSFER MANDATAE FORM**

<b>Name of City</b>	
<b>Bank Code No.</b>	
<b>Bank 's name</b>	
<b>Branch Address</b>	
<b>Branch Telephone / Fax no.</b>	
<b>Agency/Contractor Bank Account No.</b>	
<b>Type of Account</b>	
<b>IFSC code for NEFT</b>	
<b>IFSC code for RTGS</b>	
<b>Agency/Contractor name as per Account</b>	
<b>Telephone no. of Agency/Contractor</b>	
<b>Agency/Contractor E-mail ID</b>	

[Signature with date, name and designation]

For and on behalf of Messrs \_\_\_\_\_

[Name & address of the bidder]

**Enclose a copy of Crossed Cheque**



**Section-IV- (E)**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING MEETING**

**Bid Reference No.**

**Subject:        Authorization for attending bid opening on ----- (date) in the  
                         Tender ID No.**

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of----- (bidder) in order of preference given below.

Order of Preference	Name	Specimen Signature
1.-----	-----	-----
2.-----	-----	-----

Alternate Representative

Signatures of bidder

Or

Officer authorized to sign the bid documents on behalf of the bidder.

**Note:**

1. *Maximum of two representatives will be permitted to attend bid **opening**. **In case where it is restricted to one, first preference** will be allowed. Alternate representatives will be permitted when regular representative are not able to attend.*
2. *Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not furnished.*

## SECTION IV

### (F) DISCLOSURE OF CONFLICT OF INTEREST

#### **Bid Reference No. 474/SAI/CRC/Medical/2021**

It is hereby disclosed that we have not any conflict of interest with others bidders in terms of conditions stipulated in clause No. 40 of Section II- A of Tender Document. If this disclosure is found wrong later on, we are liable for punitive action as per terms of the agreement.

(Authorized Signatory)

Stamp

**SECTION IV**  
**(G) DISCLOSURE OF CODE OF INTEGRITY**

**Bid Reference No. 474/SAI/CRC/Medical/2021**

It is hereby disclosed that we \_\_\_\_\_ shall not act in contravention of the codes as under:-

1. Prohibition of:-
  - a) Making offer either directly or indirectly in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
  - b) Any omission, or misrepresentation that may mislead or attempt to mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
  - c) Any collusion, bid rigging or anti competitive behavior that may impair the transparency, fairness and the progress of the procurement process.
  - d) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
  - e) Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.
  - f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
  - g) Obstruction of any investigation or auditing of a procurement process.
  - h) Making false declaration or providing false information for participation in a tender process or to secure a contract.
2. It is also disclosed that no previous transgressions have been made in respect of the provisions of Sub Clause (i) of Rule 175 of GFR with any entity in any country during the last three year or of being debarred by any other procuring entity.

(Authorized Signatory)

Stamp

## **SECTION IV- (H)**

### **UNDERTAKING**

#### **Bid Reference No. 474/SAI/CRC/Medical/2021**

I/ We have read and understood the instructions and the terms and conditions contained in the document.

I/We accordingly accept all terms and conditions of the tender enquiry document including the essential conditions specially incorporated in the tender enquiry like terms of terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.

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

I/ We do hereby declare that the information furnished/ uploaded is correct to the best of my/our knowledge and belief.

I/We hereby confirm that the quality of Medicines, Consumable & Non Consumable Surgical & Physiotherapy Items to be free from any adulated chemicals /substance and approved for human consumptions and approved by Controller of Drugs, State/Central Government & the medicines, physiotherapy items does not contain any substance or chemicals for sports persons as per list of NADA and WADA.

I/We hereby certify that the discount offered by us in this tender is not lower than the prices we had offered to any other Govt. of India Organization (s)/PSU(s) during the last one year and shall provide the justification for reasonableness of our offered price whenever asked during evaluation of our submitted bid.

I/ We also hereby certify that if at any time, information furnished by us is proved to be false or incorrect;

I/ We are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

Date:

(Signature of the bidder) NAME &

ADDRESS OF THE  
BIDDER

*NOTE: To be submitted on non-judicial stamp paper of Rs. 100/- duly certified by Public Notary*

## SECTION IV

### **(I) BID SECURITY DECLARATION**

I/we hereby understand and accept that if I/we withdraw or modify my/ our bids during the period of validity, or if I/ we are awarded the contract and on being called upon to submit the performance security/ Security Deposit, fail to submit the performance security/ Security Deposit before the deadline defined in the request for bid document/ Notice Inviting Tender, we shall be debarred from exemption of submitting Bid Security/ Earnest Money Deposit and performance security/ Security Deposit for a period 6 (six) months, from the date / we are declared disqualified from exemption from submission of EMD/SD, for all tenders issued by SAI published during this period.

**(Signature with date)**

**(Full name, designation & address of the person duly authorized sign  
on behalf of the bidder)**

**For and on behalf of**

**(Name, address and  
stamp of the  
tendering firm)**

## SECTION-V

### **Tentative List of Required Medicines, COVID-19 related items, Consumable & Non Consumable Surgical & Physiotherapy Items**

1. All types of Medicines will be required during the contract period.
2. All types Consumable & Non Consumable Surgical items will be required during the contract period.
3. All types Consumable & Non Consumable Physiotherapy items will be required during the contract period.
4. All COVID-19 precautionary necessary items like PPE kit, Mask, sanitizer etc. will be required during the contract period.

**Note:**

1. **The above list of medicine/physiotherapy/Surgical items is tentative, the purchaser can be issue the supply order to successful bidder for any type of medicine, COVID-19 related items/surgical items/physiotherapy items.**
2. The successfully bidder is strictly required to supply all the goods (Medicines, Consumable & Non Consumable Surgical & Physiotherapy Items) branded company only.

**SECTION-VI (A)**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**

**1. Application**

- a) The General Conditions of Contract incorporated in this Section shall be applicable for this purchase to the extent the same is not superseded under Section V of this document.
- b) Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings:
  - i. **“Applicable Law”** means the laws and any other instruments having the force of law in India for the time being.
  - ii. **“Supplier”** means any private or public entity that will supply the goods to SAI under the contract. This refers to the Supplier with whom SAI has signed this contract with.
  - iii. **“Contract”** means the Contract signed by the Parties that is this General Conditions of (GCC), the Special Conditions of contract (SCC), and the Appendices.
  - iv. **“Day”** means calendar day.
  - v. **“GOI”** means the Government of India.
  - vi. **“SAI/Purchaser”** means the Sports Authority of India.
  - vii. **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented.
  - viii. **“In writing”** means communicated in written with proof of receipt.

**2. Use of contract documents and information**

- 2.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purpose of such performance for this contract.
- 2.2 Further, the supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC sub **clause 2.1** above except for the sole purpose of performing this contract.
- 2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub clause 2.1 above shall remain the property of the purchaser and if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier’s performance and obligation under this contract.

**3 Term**

The contract will be for **period of one year** commencing from the date of mentioned in award of contract/agreement, which can be extended for further few months on the same terms & conditions subject to satisfactory job execution by the agency/contractor.

#### 4 **Performance Security**

- 4.1 As guarantee for the due performance, observance and fulfillment of all obligations, terms, conditions, representations, warranties and covenants of the Supplier under the Bidding Documents within 15 days from the date of the issue of notification of award by the purchaser.
- 4.2 The successful bidder shall deposit interest free performance security an amount of **Rs.60,000/- (Rupees sixty thousand only)** in the shape of Demand Draft/FDR from a commercial bank in India drawn in favour of **“Regional Director, Sports Authority of India”** payable at **Bhopal**
- 4.3 Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier.
- 4.4 In the event of any amendment issued to the contract regarding extension of delivery period, the supplier shall, within 15 days 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 amended contract.
- 4.5 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.
- 4.6 Performance Security is to be forfeited and credited to the accounts of SAI, in the event of a breach of contract by the supplier, in terms of the relevant contract. 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),
- 4.7 Supplier agrees that the decision of Purchaser in respect of any forfeiture/invocation/adjustment of the Performance Security will be final and binding on the Supplier. Purchaser shall be entitled, without any limitation or interference, to forfeit/invoke/adjust the Performance Security, as set out in this Section. Upon forfeiture/invocation/adjustment of the Performance Security as aforesaid, the Supplier shall replenish the Performance Security to their original amounts within 7 days from the date of such forfeiture/invocation/ adjustment. In case of any delay or failure in replenishing the Performance Securities as set forth in the foregoing sentence, Purchaser reserves its rights to terminate the Bidding Documents without any further notice to the Supplier.



## 5 Packing and Marking

- 5.1 The packing for the items to be provided by the Supplier should be strong and durable enough to withstand transit hazards, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the items and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract. The rates quoted by the Supplier are inclusive of all applicable taxes, and inclusive of all charges for packing, shipping, carriage, insurance and delivery of the goods to the sites and any other taxes, duties and/or levies etc. No increase in rates on whatever account shall be applicable during the term of this Agreement.
- 5.2 Unless otherwise mentioned in the Technical Specification under Section V, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:-
- (i) Contract number and date
  - (ii) Brief description of the goods including quantity
  - (iii) Packing list reference number
  - (iv) Consignee's name and full address and
  - (v) Supplier's name and address

## 6 Terms of Delivery

- 6.1 Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract/purchase order/supply order.
- 6.2 **Supply of Medicine, COVID-19 related items, Consumable & Non Consumable Physiotherapy & Surgical Items may be bifurcated according to the orders placed from time to time during the contract.**
- 6.3 The contractor is required to complete the supplies within the stipulated delivery period. Time is the essence of the contract. In case contractor fails to complete the entire/ part quantity of supplies within the stipulated delivery period, the purchaser, at its discretion, may grant extension in delivery period for unsupplied quantity. Such extension in delivery if granted shall be subject to the following:-
- a) The Contractor shall pay and purchaser will recover liquidated damages from the contractor as per contract.
  - b) No increase in price on account of any statutory increase in or fresh imposition of GST and freight charges or on any account of any other tax or duty leviable in respect of the Goods specified in the contract, which takes place after the date of delivery period stipulated in the said contract, shall be admissible on such of the Goods as are delivered after said date.

- c) Notwithstanding any stipulation in the contract for increase in price on any other ground no such increase which takes place after the delivery date stipulated in the contract shall be admissible on such of the Goods as are delivered after the said date.
- c) The purchaser shall be entitled to the benefit of any decrease in price on account of deduction in statutory levies, GST and duties or on account of any other ground which takes place during the currency of the contract and/ or after the expiry of the delivery date stipulated in the contract.

## **7 Warranty**

- 7.1 The supplier shall, promptly repair or replace the defective items or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/items after providing their replacements and no claim, whatsoever shall lie on the Purchaser for such replaced parts/items thereafter.
- 7.2 If the supplier, having been notified, fails to rectify/replace the defect(s) promptly, the Purchaser may proceed to take such remedial action(s) as deemed fit by the Purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the Purchaser may have against the supplier.

## **8 Prices**

The discount offered by the supplier for supply of items in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its bid and incorporated in the contract.

## **9 Insurance:**

Unless otherwise instructed, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

In case of supply of medicine, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110% of the value of the goods from ware house to ware house (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.

## **10 Assignment**

The supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligation to perform the contract, except with the Purchaser's prior written permission.

## **11 Taxes and Duties**

Supplier shall be entirely responsible for all taxes, duties, levies etc. incurred until delivery of the contracted items to the Purchaser. Only statutory variations on finished product if stipulated in contract shall be allowed to the extent of actual payment by the supplier.

## 12 Terms and Mode of Payment

- 12.1 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 items in good condition and upon submission of Inspection & Acceptance Certificate, as per **Section VII (B)** in original issued by the authorized representative of the consignee.
- 12.2 The supplier shall not claim any interest on payments under the contract. Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- 12.3 The supplier shall send its claim for payment in writing, when contractually due, along with following documents duly signed with date, to the Purchaser:-
- (i) Supplier's invoice indicating, inter alia, description and specification of the goods, quantity, unit price, total value, batch no., mfg date & expiry date
  - (ii) Inspection certificate issued by consignee.
  - (iii) Insurance Certificate, if applicable as per contract.
  - (iv) Any other document (s) as and if required in terms of the contract.
- 12.4 All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/RTGS/PFMS systems as per the NEFT Mandate form at **Section IV (D)**.

## 13 Delay in the supplier's performance

- 13.1 The supplier shall deliver the items and perform the services under the contract within the time schedule specified by the Purchaser as incorporated in the contract. In case the supplier Purchaser/consignee can reject the supplies and inform the supplier accordingly; the Purchaser shall also have the right to cancel the contract with reference to unsupplied items in terms of the contract.
- 13.2 Subject to the provision of Force Majeure under **GCC clause 17**, any delay by the supplier in maintaining its contractual obligations towards delivery of items shall render the supplier liable to any or all of the following sanctions:
- (i) Imposition of Liquidated Damages,
  - (ii) Forfeiture of its Performance Security and
  - (iii) Termination of the Contract for default.
- 13.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the items, the supplier shall promptly inform the Purchaser in writing about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

13.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:

1. The Purchaser shall recover from the supplier, under the provisions of the **clause 14** of the General Conditions of Contract, liquidated damages on the items, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
2. That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of Goods and Service Tax and on account of any other tax or duty which may be levied in respect of the items specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said items as are delivered and performed after the date of the delivery stipulated in the contract.
3. But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
4. The supplier shall not dispatch the items after expiry of the delivery period. The supplier is required to apply to the Purchaser for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the items without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the Purchaser. Without prejudice to any other right or remedy Purchaser may have, if any Goods are not supplied in accordance with, or if the Supplier fails to comply with any of the terms of this Agreement, the Purchaser shall be entitled to avail itself of any one or more remedies at its discretion, whether or not any part of Goods have been accepted by the Purchaser:
  - a) To reject the goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier;
  - b) To give the Supplier the opportunity (at the Supplier's expense) either to remedy any defect in the Goods or to supply replacement Goods and carryout any other necessary work to ensure that the terms of the Agreement are fulfilled;
  - c) To claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of the Agreement;
  - d) To rescind this Agreement in whole or in part
  - e) To purchase the goods in whole or in part from open market and recover the said amounts from the Supplier as damages.

## 14 Liquidated Damages

- 14.1 Subject to the provision of Force Majeure under **GCC clause 17**, if the supplier fails to deliver any or all of the goods within the time frame(s) incorporated in the contract, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached purchaser/consignee may consider termination of the contract as per condition **15 of GCC**.
- 14.2 In the event of delay in submission of proforma Invoice, the delay shall be to the account of supplier & Purchaser shall deduct Liquidated damages as per Clause 18 of General Condition of Contract. Proforma Invoice should be strictly as per the terms & conditions mentioned in Notification of Award/Tender Conditions.
- 14.3 Proforma Invoice submitted by supplier is found to be deficient, delay shall be to the account of supplier & purchaser shall deduct liquidated damages as per **clause 14 of GCC**.

## 15 Termination for default

- 15.1 The Purchaser, without prejudice to any other contractual rights and remedies available to it (the Purchaser), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the items or fails to perform any other contractual obligation(s) within the time period or as per specifications specified in the contract, or within any extension thereof granted by the Purchaser.
- 15.2 In the event of Purchaser/Consignee terminates the contract in whole or in part, the Purchaser/Consignee may procure goods and / or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any incurred by the purchaser/consignee for arranging such procurement.
- 15.3 Unless otherwise instructed by the Purchaser, the supplier shall continue to perform the contract to the extent not terminated.

## 16 Termination for insolvency

If the supplier becomes bankrupt or otherwise insolvent, the Purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation/liability, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser.

**17 Force Majeure**

- 17.1 The supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 17.2 For purpose of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non - performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- 17.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 17.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 17.5 In case due to a Force Majeure event the Purchaser is unable to fulfill its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above subparagraphs.

**18 Notice**

- 18.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in Speed Post/E-mail and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- 18.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

**19 Termination for convenience**

- 19.1 The Purchaser reserves the right to terminate the contract, in whole or in part for its (Purchaser's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser. The notice shall also indicate inter-alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

- 19.2 The items which are complete and ready in terms of the contract for delivery within three days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser following the contract terms, conditions and prices.

## 20 **Fall Clause**

- 20.1 The Supplier undertakes that he has not supplied/is not supplying similar products/items to any Department of Govt. of India i.e. Central Government/State Government, Statutory Undertakings of Central/State Governments/Local Bodies etc. and as well as to private Purchaser, domestic or foreign at a price lower than that offered in the present bid.

- 20.2 If it is found at any stage that similar product/systems or sub systems was supplied by the Supplier to any of the above Organizations as well as to private Purchaser, domestic or foreign, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Supplier to the Purchaser, if the contract has already been concluded.

## 21 **Withholding and lien in respect of sums claimed**

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Purchaser shall be entitled to withhold and also have the security, if any, deposited by the Contractor and for the purpose aforesaid, the Purchaser shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Purchaser shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at anytime thereafter may become payable to the Contractor under the same contract or any other contract with the Purchaser or the Government, pending finalization or adjudication of any such claim and that The Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

## 22 **Resolution of disputes**

- 22.1 If dispute or difference of any kind shall arise between the Purchaser and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

- 22.2 **Arbitration:** In event of any dispute or difference between parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Director General, Sports Authority of India, New Delhi. The provisions of Arbitration and Conciliation Act, 1996 (No. 26 of 1996) shall be applicable to the arbitration under this clause. The procedure and fee of the arbitrators shall be in accordance with the prevalent procedure and policies of SAI.

22.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e. **Bhopal** only.

22.4 The Courts of **Bhopal** will have the exclusive jurisdiction to try the disputes.

### 23 **Applicable Law**

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force. Non-Assignment The Supplier shall not assign and/or transfer any of its rights and obligations under this Agreement without the written consent of the Purchaser Notices- Any notices shall be served on following Address: Purchaser- Supplier- Nothing in this Agreement will be deemed to neither constitute a partnership between the parties nor constitute either party as the agent of other party for any purpose whatsoever. Delay in exercising or non-exercise of any right is not a waiver of this right. Any amendment of this Agreement will not be binding on the Parties unless set out in writing, expressed to amend this Agreement and signed by the authorized representatives of each of the Parties.

### 24 **Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders:**

The purchaser will take into account also the additional factors, if any, incorporated in tender document in the manner and to the extent indicated therein

- (i) **Further to Section II- A (f) Scrutiny & Evaluation of Bids** above, the purchaser's evaluation of a tender will include and take into account the following:
- (ii) In the case of goods manufactured in India or goods of foreign origin already located in India, Goods and Services Tax, Works Contract Tax etc which will be contractually payable (to the bidder), on the goods and services; and
- (iii) All conditions as per DIPP order 04.06.2020 attached at **Annexure A** will be applicable and shall all purposes be considered a part of the contract and the main points for participation are as defined below:

**As per 3 (a) of this circular, only Class I Local Supplier will be eligible to bid in this IFB**

As defined in the order,

Class I Local Supplier means a supplier or service provider whose goods, services or works offered for procurement has local content equal to or more than 50%

**&**

Class II Local Supplier means a supplier or service provider whose goods, services or works offered for procurement has local content more than 20% but less than 50%.

As per 9 (a) of the above order, the Class I & II local supplier are required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for Class I/II local supplier as the case may be. They shall also give details of locations at which the local value addition is made.

In case the procurement is above 10 cr. Certification as per 9(b) of the order will be applicable.



Purchase Preference as per 3(A) (b) of the above order:

**(i) If L1(Lowest Responsive Bidder) is Class I Local Supplier, the contract for full quantity will be awarded to L1.**

(ii) If L1 bid is not a 'Class-I local supplier', 50% of the order shall be awarded to L1. Thereafter, the lowest bidder among the Class-I local supplier will be invited to match the L1 price for remaining 50% quantity, subject to the Class -I local supplier's price falling within the margin of purchase preference (20%), and contract for that quantity will be awarded to such Class-I local supplier subject to matching the L1 price. In case such lowest eligible L1 Class -I local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher Class -I local supplier within 20% of the L1 price will be invited to match the L1 price for remaining quantity and so on, and the contract will be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity will also be ordered on the L1 bidder.

(iv) The condition of prior turnover and prior experience may be relaxed for Startups (Rule 173 (i) of GFR, 2017) (As defined by Department of Industrial Policy and Promotion) subject to meeting of quality and technical specification and making suitable provisions in the bidding document. The quality and technical parameters are not to be diluted.

Since this tender will be awarded to the highest one, this rule will also be applied to Highest- 1 (H1).

**This is to certify that I/We before signing this tender I/we have read carefully and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.**

(Name) Signature Signed as proprietor/partner/Director who holds power of Attorney on behalf of firm Name of Firm Address

## Section-VI (B)

### SPECIAL CONDITIONS OF CONTRACT (SCC)

1. **The successful bidder is strictly required to supply all the goods (Medicines, COVID-19 related items, Consumable & Non Consumable Surgical & Physiotherapy Items) branded company only.**
2. Material indented for shall be supplied in full quantity within stipulated time. In case of delay in supply/ non supply/ short supply of any other complaint, SAI reserves the right to adjust extra liabilities from the Security Money, disapprove a brand/all brands or may take any other action as deemed fit.
3. SAI will have right to buy anytype of **Medicines, COVID-19 related items, Consumable & Non Consumable Surgical & Physiotherapy Items** as per requirement.
4. **The required Medicines, COVID-19 related items, Consumable & Non Consumable Surgical & Physiotherapy Items should be supply fresh within 2-3 month of the date of manufacture.**
5. The product supply shall have minimum expiry period of one year from the date of supply.
6. **Supply of items and place of supply may be scattered according to the orders placed time to time during the year 2021-22**
7. The items & quantity of item will be decided by the Competent Authority of SAI, Central Regional Centre, Bhopal depending upon the need of the Centre.
8. **Tenderer is required to supply only one of its best and economical brand of medicines/consumable & non consumable Surgical & physiotherapy items.**
9. **The successful bidder will mention the composition details and specifications in case of medicines.**
10. The successful tendered will give an Affidavit certifying that the quality of medicines quoted in the Tender Enquiry are free from any adulated chemicals /substance and approved for human consumptions and approved by controller of drugs, Govt. of Madhya Pradesh that the medicines does not contain any substance or chemicals which are harmful for sports persons as per list of NADA and WADA.
11. In case of doubt in material the expenditure on testing of material will be born by the tenderer.
12. In case of supplier exclusively supplies the medicines as per this tender, the authority/certificate in this regard may be enclosed with the tender.
13. Transportation charges will be inclusive in MRP no extra charges will be paid.
14. A list of required **Medicines, COVID-19 related items Consumable & Non Consumable Surgical & Physiotherapy Items is a tentative requirement is attached as Section-V.** The actual requirement may be increase or decrease as per require.
15. The supplier should give an undertaking that for items for material manufacturing defects, and undertake to replace defective products at no extra cost within 15 days of the defect being brought to notice of the manufacturer/ supplier.
16. The Supplier should fulfill the following conditions with regard to Medicines.
  - a) The selected product when supplied, the bill should clearly mention the batch number, date of manufacture and date of expiry of the product.
  - b) The product should be fresh stock within 2 - 3 months of manufacturing.
  - c) The product to be replaced if required within three months of expiry date.

**I have read and understood all the Terms & Conditions of the Tender and hereby undertake to abide by same.**

**Authorized Signature**

**Name & Address of the firm with seal**

**Section-VII-A**

**CONTRACT AGREEMENT**

**This is in continuation to this office's Notification of Award of Contract No..... dated.....**

1. Name & address of the Supplier.....
2. Purchaser's Bidding Document No..... dated..... and subsequent Amendment No.....
3. Supplier's Bid No..... dated ..... and subsequent communication no..... dated ..... (if any) exchanged between the supplier and the purchaser in connect ion with this Bid.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this Contract:
  - (i) General Conditions of Contract;
  - (ii) Technical Specifications;
  - (iii) Bid Form furnished by the supplier;
  - (iv) Price Schedule(s) furnished by the supplier in its Bid;
  - (v) Purchaser's Notification of Award
5. Same terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

**(i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:**

Schedule No.	Brief description of goods	MRP	Discount	Terms of delivery

Any other additional services (if applicable) and cost thereof: \_\_\_\_\_

- (ii) Contract valid upto:**
- (iii) Prices:**
- (iv) Details of Performance Security:**
- (v) Warranty Period:**
- (vi) Payment terms:**

\_\_\_\_\_  
**(Signature, name and address of the purchaser's authorized official) For and on behalf of Director General Sports Authority of India**

Received and accepted this Rate Contract

\_\_\_\_\_  
 [Signature with date, name and designation]

for and on behalf of Messrs \_\_\_\_\_

[Name & address of the manufacturers]

\_\_\_\_\_  
 (Seal of the supplier) Date: \_\_

Place: \_\_\_\_\_

**SECTION - VII -(B)**

**INSPECTION & ACCEPTANCE CERTIFICATE**

**Bid No. 474/SAI/CRC/Medical/2021**

Certified that the following store(s) has/have been received in full & good condition as per the terms & conditions of Supply Order and Contract specifications and Terms & Conditions:

- 1) Contract No. & Date : \_\_\_\_\_
- 2) Name and Address of Indentor : \_\_\_\_\_
- 3) Supply order No. and Date : \_\_\_\_\_
- 4) Supplier's Name & Address : \_\_\_\_\_
- 5) Consignee : \_\_\_\_\_
- 6) Description of the item supplied : \_\_\_\_\_
- 7) Quantity Supplied : \_\_\_\_\_
- 8) Delivery date-(As per supply order) : \_\_\_\_\_
- 9) Extended Delivery Date, if any : \_\_\_\_\_
- 10) Date of actual Receipt of goods by the Consignee : \_\_\_\_\_
- 11) Delay in supplies beyond original delivery date( sl.no.8- refers) : \_\_\_\_\_
- 12) Damages/Shortages/recoveries s for late supplies etc., if any : \_\_\_\_\_
- 13) Remarks, if any : \_\_\_\_\_

( ) ( ) ( )

Signatures of Inspection & Acceptance Committee Members

Counter signed by Head of the Centre

Date: \_\_\_\_\_

Place: \_\_\_\_\_

(Seal)

**SECTION - VII (C)**  
**CHECKLIST**

<b>S. NO.</b>	<b>Activity</b>	<b>Yes/No/NA</b>	<b>Page No. in the TE Document</b>	<b>Remarks</b>
1.	Have you enclosed bid security declaration?			
2.a.	Have you enclosed duly filled Tender Form as per format in Section IV (A)?			
b.	Have you enclosed power of attorney/board resolution in favor of signatory?			
3.	Are you a SSI unit/MSE/Make in India, if yes have you enclosed certificate of registration issued by Directorate of Industries/NSIC/any other documents issued by respective authority.			
4a.	In case of Technical deviations in the compliance statement, have you identified and marked the deviation?			
7.	Have you submitted prices of goods etc. in the price schedule as per BoQ			
8.	Have you kept validity of <u>180</u> day from the Techno Commercial Tender Opening date as per the TE Document?			
9.	Have you furnished Income Tax Account No. as allotted by the Income Tax Department?			
10.	Have you intimated the name and full address of your Banker (s) along with your account Number			
11.	Have you fully accepted payment terms as per TE document?			
12.	Have you fully accepted delivery period as per TE Document?			
13.	Have you submitted the certificate of incorporation?			

14.	Have you accepted the warranty as per TE Document?			
15.	Have you accepted terms and conditions of TE document?			
16.	Have you furnished documents establishing your eligibility & qualification criteria as per the TE document?			
17.	Have you enclosed the Affidavit as per Section IV (H) of the TE Document?			

1. *All pages of the Tender should be page numbered and indexed.*
2. *The tenderer may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may filled up as NA.*
3. *It is responsibility of tendered to go through the TE document to ensure furnishing all required documents in addition to above, if any.*