

**SPORTS AUTHORITY OF INDIA**

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**Tender Ref: 01-20001(23)/2/2021-HO-ES Division/Rowing/102**

**Open Tender Enquiry/REQUEST FOR TENDER (RFP)**

**Procurement of Rowing Equipment for various NCOEs of SAI**

On E- Tender Basis

**DISCLAIMER**

This RFP is being issued by Sports Authority of India (SAI) for Procurement of items mentioned here in the document on such terms and conditions and technical specifications 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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**PART-1-BIDDING PROCEDURE**  
**SPORTS AUTHORITY OF INDIA**

JAWAHARLAL NEHRU STADIUM COMPLEX, GATE NO.10, LODHI ROAD, NEW  
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**SECTION - I- NOTICE INVITING TENDER (NIT)**  
**Open Tender Enquiry**

Sports Authority of India under Ministry of Youth Affairs and Sports, Govt. of India invites **On-line bids** from eligible bidders, in single stage two bid systems for procurement of Rowing Equipment for various NCOEs of SAI:

Sl. No.	Brief Description of Goods as detailed in Section -V	Qty	Amount of Bid Security in Rs.
1.	Single Scull	8	EMD has been replaced with Bid Securing Declaration as per Ministry of Finance, Department of Expenditure O.M. dated 12th November, 2020
2.	Coxless Pair	2	
3.	Double Scull	1	
4.	Catamaran with OBM	1	
5.	Scull Oars (Skinny Vortex)	6	

**The tender is an item wise tender. Bidders can quote for one or more items in the tender mentioned in Section V. The bidders are required to submit clearly in the cover letter the number of items and details of item(s) they are participating for along with the make and model of each item.**

All bidders are required to upload along with the technical bid, a duly signed copy of Bid Securing Declaration as per Section IV (D).

The prospective bidders who have not registered can register with E-procurement system of NIC by paying necessary registration charges.

**SCHEDULE OF BIDDING PROCESS WITH KEY DETAILS**

<b>Date of publish of RFP on e-procurement portal of CPP</b>	<b>01.11.2021</b>
<b>Start date and time of downloading of document</b>	<b>01.11.2021</b>
<b>Pre-Bid meeting</b>	<b>09.11.2021 (15:00 hrs.)</b> <b>Through Video Conferencing Link:</b> <a href="https://us02web.zoom.us/j/84973926751?pwd=ZmxHVmdxNkVSd0NRM3JwNFJqS0pwQT09">https://us02web.zoom.us/j/84973926751?pwd=ZmxHVmdxNkVSd0NRM3JwNFJqS0pwQT09</a> Meeting ID: 849 7392 6751 Passcode: 754823
<b>Bid submission start date</b>	<b>15.11.2021 (10.00 AM)</b>
<b>Last Date and Time of uploading/submission of Bids</b>	<b>24.11.2021 (15.00 PM)</b>
<b>Bid Validity</b>	<b>180 Days</b>
<b>Opening of Techno-Commercial Bid (Bid 1)</b>	<b>25.11.2021 (15.30 PM)</b>

1. Bidders may download the Bidding Documents from the web site – [www.sportsauthorityofindia.nic.in](http://www.sportsauthorityofindia.nic.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 are 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 CPPP website: <http://eprocure.gov.in/eprocure/app>. Bidders are advised to follow the instructions provided in the 'Instructions to the Bidder for e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>.
3. Bidders shall not tamper/modify the tender form including downloaded price bid template in any manner. In case, the same is found to be tempered/ modified in any manner, tender will out-rightly be rejected.
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.

**Deputy Director (ES)**  
**Sports Authority of India**  
**HO, JN Stadium**  
**New Delhi 110003**  
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## **SECTION - II- (A)-INSTRUCTIONS TO BIDDERS (ITB)**

### **(a) PREAMBLE**

#### **1. Definitions and Abbreviations**

1.1. The following definitions and abbreviations, which have been used in these documents shall have the meaning as indicated below:

##### 1.2. Definitions:

1.2.1. “Purchaser” means SAI/the organization purchasing goods and services as incorporated in the Tender Enquiry documents.

1.2.2. “Tender” means bids/quotations/Tender received from a Firm/ Bidder.

1.2.3. “Bidder” means bidder/the individual, company or firm submitting bids/Quotations/Tender.

1.2.4. “Supplier” means the individuals, company or the firm supplying the goods and services as incorporated in the contract.

1.2.5. “Goods” means the instruments, machinery, cardio equipment, medical equipment etc., which the supplier is required to supply to the purchaser under the contract.

1.2.6. “Services” means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, repair, maintenance service and other such obligations of the supplier covered under the contract.

1.2.7. “Earnest Money Deposit” (EMD) means Bid Security/monetary or financial guarantee to be furnished by a bidder along with its tender. (Not applicable as per Ministry of Finance, Department of Expenditure O.M. dated 12<sup>th</sup> November 2020)

1.2.8. “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.

1.2.9. “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.

1.2.10. “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.

1.2.11. “Specification” means the document/standard that prescribes the requirement with which goods or service has to conform.

1.2.12. “Inspection” means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.

1.2.13. “Day” means calendar day.

##### 1.3. Abbreviation: -

1.3.1. “TE Document” means Tender Enquiry Document

1.3.2. “NIT” means Notice Inviting Tenders

1.3.3. “ITB” means Instruction to Tenders

1.3.4. “GCC” means General Conditions of Contract

1.3.5. “SCC” means Special Conditions of Contract

1.3.6. “NSIC” means National Small Industries Corporation



- 1.3.7. "LC" means Letter of Credit
- 1.3.8. "DP" means Delivery Period
- 1.3.9. "BG" means Bank Guarantee
- 1.3.10. "ED" means Excise Duty
- 1.3.11. "CD" means Custom Duty
- 1.3.12. "RR" Railway Receipt
- 1.3.13. "BL" means Bill of Lading
- 1.3.14. "FOB" means Free on Board
- 1.3.15. "FCA" means Free Carrier
- 1.3.16. "FOR" means Free on Rail
- 1.3.17. "CIF" means Cost, Insurance and Freight
- 1.3.18. "CIP (Destinations)" means Carriage and Insurance paid up to named port of destination. Additionally, the insurance (local transportation and storage) would be extended and borne by the Supplier from warehouse to the consignee site for a period including 3 months beyond date of delivery.
- 1.3.19. "DDP" means Delivery Duty Paid named place of destination (Consignee site)
- 1.3.20. "INCOTERMS" means International Commercial Terms as on the date of Tender Opening
- 1.3.21. "CAMC" means Comprehensive Annual Maintenance Contract (labor, spare parts, upgradation if required, repair, and preventive periodic, annual maintenance, etc.)
- 1.3.22. "RT" means Re-Tender
- 1.3.23. "GST" means Goods and Services Tax

## 2. Introduction

- 2.1. This bid document is for procurement of items as mentioned in **Section –V** "Schedule of Requirements."
  - 2.1.1. 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.
  - 2.1.2. The Bidders shall also read the Special Condition of Contract (SCC) related to this purchase, as contained in **Section VII-B** of these documents and follow the same accordingly. Whenever there is a conflict between the ITB/GCC and the SCC, the provisions contained in the SCC shall prevail over those in the ITB/GCC.
  - 2.1.3. 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

- 3.1. 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 translation and, for purpose of interpretation of the bid, the English translation shall prevail.

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

- 4.1. All goods and related services to be supplied under the contract shall have their origin in India/ 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.
- 4.2. All suppliers i.e., Class I Local Supplier, Class II Local Suppliers and Non-Local Suppliers as defined in DPIIT order dated 16.09.2020 will be eligible to participate in this tender as the tender is floated with exemption minimum required local content as defined the above order.
- 4.3. As per GFR Clause 144 (xi) added vide DoE order dated 23.07.2020: Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. All terms as mentioned in the Department of Expenditure order dated 23.07.2020 will be applicable.

#### **5. Tendering Expenses**

- 5.1. 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**

- 6.1. 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) PRE-BID MEETING**

#### **7. PRE-BID MEETING THROUGH VIDEO CONFERENCE**

- 7.1. A Pre-Bid conference will be held with the prospective Bidders for the purpose of holding technical & commercial discussions and providing clarifications by the Purchaser. In the Pre-Bid Conference, clarifications pertaining to technical, commercial and other issues regarding the items stipulated in the RFP may be required by the prospective bidders will be provided. The prospective bidders should on their own cost, attend the said conference on the date and venue.
- 7.2. Details of proposed/suggested variations/ deviations/ additions from the Bid specification/conditions, if any, should be clearly indicated while sending queries before Pre-Bid Conference. Any verbal suggestion/ proposal of variations/ deviations/ additions in the RFP document made during the Pre-Bid Conference should also be given in writing to the Purchaser latest by 48 hours on next working day of the pre bid conference.

- 7.3. The purchaser may clarify on variations/ deviations, alternative proposals, which ensure equal or higher quality/ performance to the Technical Specifications during Pre-Bid Conference. However, the decision of the purchaser in this regard will be final.
- 7.4. After incorporation the amendments acceptable to the Purchaser, the RFP Document shall be frozen as per the details provided in RFP, through issuance of an Addendum (s) which can be downloaded from the e-procurement portal and website of SAI. The Bidder shall submit its Bid along with Bid documents including Addendum if any issued duly signed and stamped.
- 7.5. Non-attendance at the Pre- Bid Conference will not be a cause for disqualification of a Bidder. However, the terms and conditions of the addendum (s) will be legally binding on all bidders irrespective of their attendance at the Pre-Bid Conference.
- 7.6. No further suggestions for deviations/variations/ additions will be entertained after the Pre-Bid Conference.

### (c) BIDDING DOCUMENTS

#### 8. Content of Bidding Documents

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

Section II	Instructions to Bidders (ITB)
Section II (B)	Instructions for Online Submission of Bids.
Section III	Qualification Criteria & Performance Statement
Section IV	Bidding Forms
Section V	Schedule of Requirements
Section VI	Technical Specifications
Section VII (A)	General Conditions of Contract
Section VII (B)	Special Condition of Contract
Section VIII	Contract Forms

#### 9. Amendment(s) to Bid Document

- 9.1. 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.
- 9.2. Such an amendment to the bid document will be uploaded on SAI website: www.Sports authority of India and Central Public Procurement (CPP) Portal of Government of India i.e. [www.http://eprocure.gov.in/eprocure/apponly](http://eprocure.gov.in/eprocure/apponly).
- 9.3. Prospective bidders are advised in their own interest to visit website of and CPP Portal for any amendment etc. before submitting their bids.
- 9.4. 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 deadline for submission of bids.

#### 10. Modifications/withdrawal of bids

- 10.1. 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 shall not to be considered.

## **11. Clarification of Bid Document**

- 11.1. 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 may respond in writing to such request provided the same is received (by the Purchaser) not later than 10 (ten) days prior to the prescribed original date of submission of bid.
- 11.2. 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.

## **12. Bid format**

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

## **(d) PREPARATION OF BIDS**

### **13. Documents comprising the bid**

- 13.1. The bid prepared by the Bidder shall comprise the components detailed in Clause 14 & 15 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).

### **14. Technical Bid:**

- 14.1. The Bidder shall submit the scanned copy of following documents along with company file while submitting the bid documents: -
  - 14.1.1. **Bid Security:** Bid Securing declaration as per Section IV (D) and bid submission form as per- form at **Section IV (A)**.
  - 14.1.2. Authorization Certificate issued by OEM in favor of the bidder if the bidder is not the Manufacturer of the goods to be supplied. (Either of the two can participate in the Bidding Process)
  - 14.1.3. Self-attested ID proof, address proof, PAN Card and a recent passport size colored photograph of authorized representative.
  - 14.1.4. Bidder/Agent who quotes for items manufactured by OEM shall furnish scanned copy of Manufacturer's Authorization Form as per **Section IV(E)**.
  - 14.1.5. Registration Certificate of Partnership Company, duly registered copy of Partnership Deed/MOA of the Company (as per law of the country origin).
  - 14.1.6. Certificate of Incorporation/ Registration Certificate of the firm / Company/Agency in the country of origin (as per law of the country origin).
  - 14.1.7. Documents mentioned in the qualification criteria as per **Section III - (A)**.
  - 14.1.8. "Performance Statement" as per perform in **Section III-(B)** along with relevant copies of orders and end users' satisfaction certificate/installation reports.
  - 14.1.9. National Electronic Fund Transfer (NEFT Form) as per **Section IV- (F)** for payment in Indian Rupee.
  - 14.1.10. Certificate of Chartered Accountant showing annual turnover for the last three financial years ending 31<sup>st</sup> March 2020. Copies of Balance Sheet, Profit and Loss Account statement etc. need not be enclosed.
  - 14.1.11. Income Tax returns filed for the last three financial years.

- 14.1.12. Goods & Services Tax Registration Certificate. (as per law of the country origin)
- 14.1.13. Valid PAN, TIN (Taxpayer Identification Number)/TAN (as per law of the country origin)
- 14.1.14. Documents and relevant details to establish that the goods and the allied services to be supplied by the bidder conform to be requirement of TE Documents. In case, the configuration/specifications offered by the bidder are found to be inferior to the configurations/specifications prescribed in the nomenclature Section VI, then the tender of such bidders shall be rejected out rightly.
- 14.1.15. Bidder shall furnish details of its quality control system and organization certifying that they have the capacity to ensure adequate quality control at all stage of the manufacturing process. If the bidder is not the manufacturer, the said information is to be obtained from the OEM.
- 14.1.16. The bidder should not have been blacklisted/ debarred by Central/ State Governments/ PSUs at any point of time. There should not be any criminal proceedings/conviction against the bidder at any point of time any other information considered necessary but not included above.
- 14.1.17. Scanned copy of Certificate/Undertaking indicating that the rates quoted for supply of said Items/Items by the firm are not higher than the rate of the item supplied by the firm in any other Government Organization/Institutions/PSU etc.
- 14.1.18. Declaration as per New GFR Clause, 144 (xi) ‘I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]’
- 14.1.19. Catalogue containing detailed technical specification.

**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 debarment for purpose of procurement of any item(s), in addition to attracting penal provisions of the agreement. The original copies shall be produced by the Bidder as and when required by the Purchaser.*
- 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.*

**15. Financial Bid:**

- 15.1. This should be uploaded online in the prescribed XLS format as per BOQ available in CPP Portal.
- 15.2. Financial proposal should contain the 'Price Schedule' in the XLS format prescribed in. All prices should be in India Rupees.
- 15.3. Deleted
- 15.4. All the bidders are required to quote prices on DDP (Delivered Duty Paid) to destination at consignee's site. They shall furnish breakup of the prices as per price schedule given in RFP bids not containing the breakup of prices all liable to be rejected.
- 15.5. The price for the equipment shall include a complete breakup showing the basic price, excise duty, other levies, GST, packing charges, forwarding charges, freight and insurance charges and other charges if any shall also be given. Bids not containing the breakup of prices all liable to be rejected. Government levies, duty, taxes on the complete equipment as applicable on the date of opening of price bid will be considered for evaluation. In case there is variation in the statutory duties/taxes during the currency of the contract, the same will be payable at actual as applicable on the date of invoicing of equipment provided the equipment are delivered as per contracted delivery schedule.
- 15.6. The bidders should quote their lowest possible prices.
- 15.7. The terms DDP shall mean as defined in delivery schedule.
- 15.8. The price quoted for the equipment shall be firm and not subject to any upward variation except for the variation in statutory levies and duties separately quoted by the bidder in its bids.
- 15.9. Bidder shall quote only one price for each item. If more than one price is quoted, the lowest unit rate quoted by the bidder will be considered for evaluation.
- 15.10. The authorized signatory of the bidder must sign the bid, duly stamped at appropriate places with initial on all the remaining pages of the bid. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- 15.11. No condition shall be attached to the Financial Bid. Conditional bids shall be summarily rejected.
- 15.12. The bid of a bidder, who does not fulfil any of the above requirements and /or gives evasive information /reply against any such requirement, shall be liable to be ignored and rejected.

*Note: Bidders are required to upload the "Technical Bid" and 'Financial Bid' separately at the designated place in required format in CPPP Portal.*

**16. Bid currency**

- 16.1. All the bidders should quote only in Indian Rupees
- 16.2. Tenders, where prices are quoted in any other way shall be treated as non-responsive and rejected.

**17. Bid Price**

- 17.1. The Bidder shall indicate on the Price Schedule provided under Section IV (C) all the specified components of prices shown therein. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a Bidder, same should be clarified as "NA" (means Not Applicable) by the Bidder.
- 17.2. The quoted prices for goods offered for domestic goods shall be quoted in the Price Schedule given under BOQ.

**17.3. Duties and Taxes:**

17.3.1. The bidders are required to indicate the duties and taxes payable by them in their Price Schedule. For the supplies made as per the original delivery schedule the statutory levies as applicable on the date of supply shall be paid/reimbursed to the Bidder/contractor at actual.

17.3.2. For the supplies made beyond the original delivery schedule, the reimbursement of statutory levies shall be governed by the provisions of the contract. In no case, the Bidder/contractor shall be entitled to any increase in duties and levies imposed after expiry of original delivery period.

17.3.3. However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the Purchaser to enable the Purchaser to reimburse the supplier and take other necessary action in the matter. However, none of charges mentioned above shall be reimbursed if delivery is beyond the time schedule.

**17.4. Custom Duty:**

17.4.1. The duty of custom and the additional duty of sports goods, sports equipment, sports requisites, sports science equipment, Spare parts and accessories etc. which are exempted as per custom notification No. 146/94 -Customs dated 13.07.1994 and as amended by Notification No. 146/94-Cus., dated 13.7.1994 as amended by Notification No. 101/95-Cus., dated 26.5.1995; No. 132/95-Cus., dated 28.8.1995, No. 48/96-Cus., dated 23.7.1996, No. 24/2002 dated 01.03.2002 and No. 88/2002-Cus dated 28.8.2002 and No. 5/2010-Cus., dated 19.01.2010. Any subsequent amendment may also be considered. Accordingly, Custom Duty Exemption Certificate (CDEC) applicable on goods to be imported will be provided by Sports Authority of India.

17.5. The need for indication of all such price components by the Bidders, as required in this clause is for the purpose of comparison of the Bids by the Purchaser and will no way restrict the purchaser's right to award the contract on the selected Bidder on any of the terms offered.

**18. Deleted being N/A**

**19. Firm Price**

19.1. The prices quoted by the bidder shall remain firm and fixed during the currency of the contract across India. As regards, taxes and duties, if any chargeable on the items, clause 16,17 of this Section will be applicable.

**20. Alternative Bids are not allowed.****21. Documents establishing bidder's eligibility and qualifications**

21.1. Pursuant to ITB clauses 13, the bidder shall furnish, of its bid, relevant details and documents establishing to perform the contract.

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

21.3. In case the bidder offers to supply items, which are manufactured by some other firm, the bidder should be duly authorized by the manufacturer to quote for and supply the goods to the Purchaser. The bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section IV-E of this document.

## **22. Documents establishing good's Conformity to TE Documents.**

- 22.1. The bidders shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the purchaser in the TE documents. For this purpose, the bidders shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender.
- 22.2. In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the bidders, the bidder shall list out the same in a chart form without ambiguity and provide the same along with its tender.
- 22.3. If a bidder furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

## **23. Bid Security/Earnest Money Deposit (EMD)**

- 23.1. Bid Security/Earnest Money Deposit (EMD) has been replaced with Bid Securing Declaration is exempted as per Ministry of Finance, Department of Expenditure O.M. dated 12th November 2020
- 23.2. However, all bidders are required to upload along with the technical bid, a duly signed and sealed copy of Bid Securing declaration as per Section IV (D).

## **24. Bid Validity**

- 24.1. 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.
- 24.2. In exceptional circumstances, Purchaser may request the bidders' consent to extend the validity of their bids up to a specified period. The bidders agree to extend the bid validity period. However, they will not be permitted to modify their original bids during the extended bid validity period.
- 24.3. 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.

## **25. Purchaser's right to accept any bid and to reject any or all bids.**

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

## **26. Signing of bids**

- 26.1. The bidders shall submit their bids as per the instruction contained in ITB.
- 26.2. The tender shall either by typed or written in legible/ indelible ink and the same shall be signed by the bidder or by a person (s) who has been duly authorized to bind the bidder to the contract. The letter of authorization shall be by a written power of attorney/board resolution, which shall also be furnished along with the bid.
- 26.3. The tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, of any shall be initialled by the same person(s) signing the tender. The tender 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 same shall be initialled by the person(s) signing the tender.

#### (e) SUBMISSION OF BIDS

##### 27. Submission of bids

- 27.1. Bids should be submitted On-line as per the instructions given for On-line submission under Section II (B).
- 27.2. Bids must be received by the Purchaser not later than the date and time prescribed in the bid document.
- 27.3. Purchaser, at his discretion, may extend the deadline for submission of bids by amending the bid document in accordance with clause 9 of **ITB**. In that case, all rights and obligations of the Purchaser and the bidders would automatically stand extended.
- 27.4. Submission of more than one bid by the same bidder shall entail him for disqualification from participating in the bid process. OEM or its Agent / Authorized Dealer shall submit the Bid.

#### (f) BID OPENING

##### 28. Opening of bids

- 28.1. 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.
- 28.2. 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.
- 28.3. 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 (G)**.
- 28.4. The bid opening will be conducted through video conference. The id will be shared through CPP Portal. Two – bid system as mentioned in Para 13 above will be as follows:
  - 28.4.1. **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 accepted 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. The prices, special discount if any offered etc., as deemed fit by bid opening official(s) will also be read out.

#### (g) SCRUTINY AND EVALUATION OF BIDS

##### 29. Basic Principle

- 29.1. 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.

### **30. Scrutiny of Tenders**

- 30.1. The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- 30.2. Purchaser will determine the responsiveness of each Tender to the TE Document without recourse to extrinsic evidence.
- 30.3. The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.
- 30.4. The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored.
  - 30.4.1. Qualification Criteria not enclosed
  - 30.4.2. Tender is unsigned.
  - 30.4.3. Tender validity is shorter than the required period
  - 30.4.4. Deleted.
  - 30.4.5. Bidder has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer’s Authorization letter.
  - 30.4.6. Bidder has not agreed to give the required performance security.
  - 30.4.7. Goods offered are not meeting the tender enquiry specification.
  - 30.4.8. 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.
  - 30.4.9. Poor/ unsatisfactory past performance.
  - 30.4.10. Bidder has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
  - 30.4.11. Bidder has not complied with the requirement of Clauses of ITB.
  - 30.4.12. Any other conditions as deem fit.
  - 30.4.13. Bid by Foreign Companies. (Only Indian companies including Indian agents of foreign Manufacturers are allowed to BID)
  - 30.4.14. Non-Submission of required declaration as per New GFR Clause, 144 (xi)

### **31. Minor infirmity/irregularity/Non-conformity**

- 31.1. If during the preliminary examination, the purchaser finds 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 speed post/ mail 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.

### **32. Discrepancies in Prices**

- 32.1. If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail, and the total price corrected accordingly.
- 32.2. If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected, and
- 32.3. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 31 of ITB.

- 32.4. If, as per the judgment of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by registered/speed post. If the bidder does not agree to the observation of the purchaser, the tender is liable to be ignored.

### **33. Qualification Criteria**

- 33.1. Bids of the Bidders, who do not meet the required Qualification Criteria prescribed in Clause 14 of Section II A read with Section III (A), will be treated as non - responsive and will not be considered further.

### **34. Conversion of tender currencies to Indian Rupees**

Deleted being N/A

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

- 35.1. The comparison of the techno commercially responsive Bids for ranking purpose shall be carried out on Delivery on DDP basis at Consignee Site basis, inclusive of applicable taxes, duties, incidental services. The CAMC prices, if applicable as per Section V, will also be added for comparison/ranking purpose for evaluation.
- 35.2. The Contract shall be awarded to the responsive Bidder(s) who is Item-wise lowest and who meets the laid down Qualification Criteria in the Bid documents.
- 35.3. 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.

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

- 35.5. 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. Further to above points in Scrutiny & Evaluation of Bids above, the purchaser's evaluation of a tender will include and take into account the following:
- 35.5.1. 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
- 35.5.2. The Purchaser reserves the right to give the purchase preference to MSMEs while evaluating, comparing and ranking the responsive tenders as detailed below:
- 35.5.2.1. In exercise of powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1st April 2012. The policy mandates that 20% of procurement of annual requirement of goods and services by all Central Ministries/Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 20% quantity.
- 35.5.2.2. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L1+15% would also be allowed to supply a portion of the requirement

by bringing down their price to the L1 price, in a situation where L1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 25% of the total tendered value. In case there are more than one such eligible MSE, the 25% supply will be shared equally. Out of 25% of the quantity earmarked for supply from MSEs, 5% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L1 price, the 5% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.

35.5.2.3. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from Previous experience and turnover. Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME

*Note: "If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number/ Udyam Registration Number issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.*

### **36. Contacting the Purchaser**

- 36.1. 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.
- 36.2. 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.

## **(h) AWARD OF CONTRACT**

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

- 37.1. The purchaser reserves 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 tenderer or tenderers.

### **38. Notification of Award**

- 38.1. 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.
- 38.2. Before expiry of the bid validity period, the Purchaser will notify the successful bidder in writing, by speed post or email 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. SAI reserves the right to impose penalty @ 0.05% of contract value per day for further period of 07 days, 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 5 under **Section VII (A)**.

- 38.3. 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.
- 38.4. 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.
- 38.5. Notification of Award shall constitute the conclusion of the Contract.

### **39. Variation of Quantities at the Time of Award/ Currency of Contract**

- 39.1. At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty five (25) per cent, the quantity of goods and services mentioned in the schedule(s) in the “Supply Requirements” (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer.
- 39.2. If the quantity has not been increased to the maximum of 25% of the tendered quantity at the time of awarding the contract, the purchaser reserves the right to increase the quantity further by up to the balance available twenty five (25) per cent of the tendered quantity of goods and services (rounded off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract during the currency of the contract.

### **40. Issue of Contract**

- 40.1. Promptly after notification of award, the Purchaser will mail the Contract Agreement as per **Section VIII (A)**, duly completed to the successful bidder by speed post/mail.
- 40.2. The successful bidder shall return the contract in duplicate duly typed on stamp paper and duly signed and dated, to the Purchaser by speed post/mail within **seven** days from the date of issue of the contract.
- 40.3. The purchaser reserves the right to issue the Notification of Award consignee wise.

### **41. Annulment of Award**

- 41.1. Failure of the successful bidder to comply with the requirement of signing an agreement with the Purchaser and furnishing Performance Security as per clause 5 of **Section VII (A)** shall constitute sufficient ground for annulment of the award and forfeiture of bid security.

### **42. Termination of Contract**

- 42.1. 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.

### **43. Disqualification**

- 43.1. 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. Misrepresentation of facts if found at any stage during the contract period including warranty clause will also attract disqualification. Time and quality of equipment is the essence of the Agreement.

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

- 44.1. 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 21 of GCC – Termination of default in Section-VII (A) and other administrative actions as deemed fit by the purchaser.

#### **45. Corrupt or fraudulent practices**

- 45.1. 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: -
- 45.1.1. 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.
  - 45.1.2. 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
  - 45.1.3. 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.

#### **46. Conflict of Interest among bidders/agents**

- 46.1. A bidder shall not have conflict of interest with other 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;
- 46.1.1. they have controlling partner (s) in common; or
  - 46.1.2. they receive or have received any direct or indirect subsidy/financial stake from any of them; or
  - 46.1.3. they have the same legal representative/agent for purposes of this bid; or
  - 46.1.4. 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
  - 46.1.5. 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.
  - 46.1.6. 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;
  - 46.1.7. 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.

## **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 enroll on the e-Procurement module of the Central Public Procurement Portal (URL: [eprocure.gov.in//eprocure/app](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) Bid Security/Earnest Money Deposit (EMD) has been replaced with Bid Securing Declaration is exempted as per Ministry of Finance, Department of Expenditure O.M. dated 12th November 2020. However, all bidders are required to upload along with the technical bid, a duly signed and sealed copy of Bid Securing declaration as per Section IV (D).
- (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 (i.e. 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. \_01-20001(23)/2/2021-HO-ES Division/Rowing/102**

- a. The Bidder must be a Manufacturer or its authorized agent (with Manufacturer authorization as per Section IV (E)).
- b. The bidder must satisfy the following eligibility criteria –

Sl. No.	Descriptions	Document Required																		
1.	The Manufacturer should have supplied installed (functioning satisfactorily) in last three years ending 31st March 2021, at least 40% of the quantity indicated in section V (rounded off to next whole number) of the similar equipment meeting major parameters of technical specification. Supply and installation outside India will also be considered for evaluation. <b><i>(Applicable item wise)</i></b>	The requisite order (s) along with satisfactory completion certificate issued by relevant authority. <i>All the submitted Purchase orders and satisfactory installation certificates should be duly signed by the procurement authority.</i>																		
2.	<p>Bidder should have an Average Annual Turnover as defined below in the last 3 audited Financial Years ending 31st March 2021 for participating in each item:</p> <table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Name of Equipment</th> <th>Required Average Annual Turnover (item wise)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Single Scull</td> <td>Rs. 40,22,800/-</td> </tr> <tr> <td>2</td> <td>Coxless Pair</td> <td>Rs. 14,70,800/-</td> </tr> <tr> <td>3</td> <td>Double Scull</td> <td>Rs. 7,74,800/-</td> </tr> <tr> <td>4</td> <td>Catamaran with OBM</td> <td>Rs. 9,45,600/-</td> </tr> <tr> <td>5</td> <td>Scull Oars (Skinny Vortex)</td> <td>Rs. 1,90,000/-</td> </tr> </tbody> </table> <p>For bidders quoting in more than 01 item, the required Average Annual Turnover will be calculated on cumulative basis (considering the requirement against the items for which the bidder has quoted). Note: In case audit of the firm is pending for the FY 2020-21 is pending, provisional accounts certified by CA will be considered. In case of non-availability of provisional accounts, annual turnover of 2017-18 will be accepted for evaluation. Audited accounts and Report prior to 2017-18 will not be accepted</p>	Sl. No.	Name of Equipment	Required Average Annual Turnover (item wise)	1	Single Scull	Rs. 40,22,800/-	2	Coxless Pair	Rs. 14,70,800/-	3	Double Scull	Rs. 7,74,800/-	4	Catamaran with OBM	Rs. 9,45,600/-	5	Scull Oars (Skinny Vortex)	Rs. 1,90,000/-	<p>Statutory Auditors/ Chartered Accountant certificate. Balance Sheet and Profit and Loss Account for the last three financial years</p> <p>The bidders are required to submit clearly in the cover letter the number of items and details of item(s) they are participating for along with the make and model of each item. If the bidder is not matching the cumulative turnover requirement, against the items declared by them, the entire bid will be considered Non-Responsive and will not be evaluated further.</p>
Sl. No.	Name of Equipment	Required Average Annual Turnover (item wise)																		
1	Single Scull	Rs. 40,22,800/-																		
2	Coxless Pair	Rs. 14,70,800/-																		
3	Double Scull	Rs. 7,74,800/-																		
4	Catamaran with OBM	Rs. 9,45,600/-																		
5	Scull Oars (Skinny Vortex)	Rs. 1,90,000/-																		
3.	The bidder should be solvent.	Furnish Solvency Certificate from any nationalized /Commercial bank.																		
4.	In case the bidder is not manufacturer, then the bidder should be an authorized agent of the manufacturer who complies with point 1 above and in business of supplying sports equipment/Similar equipment for more than one (01) year.	Furnish requisite document like purchase orders / satisfactory installation certificates <i>All the submitted Purchase orders and satisfactory installation certificates should be duly signed by the procurement authority.</i>																		

The bidders/ firms [Manufacturers] identifying as MSME and or start-up firms are exempted from fulfilling criteria stated above.

***Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from Previous experience and turnover. Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME.***

Note for Bidders:

- a) 'Doctrine of Substantial Compliance': The qualification criteria are for shortlisting of sources who are competent to perform this contract to ensure best value for money from expenditure of Public Money. This process is neither intended to bestow any entitlement upon nor to create any rights or privileges for the Bidders, by way of overly hair-splitting or viciously legalistic interpretations of these criteria, disregarding the very rationale of the qualification criteria. Keeping this caveat in view, interpretation by Procuring Entity would be based on common usage of terminologies and phrases in public procurement in accordance with the 'Doctrine of Substantial Compliance' and would be final.
- b) All bidders are required to meet and submit relevant documents as mentioned to establish compliance to all criteria mentioned in III (b) without any exemption. Bids of bidders not meeting the same would be substantially ignored.
- c) Along with all the necessary documents/certificates required as per the tender conditions, the bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity (both technical and financial), for manufacture and supply of the required goods/equipment, within the specified time of completion, after meeting all their current commitments.
- d) All copy of supply/work order; respective completion certificate and contact details of clients;/manufacturing license; annual report, etc.in support of experience, past performance and capacity/capability should be authenticated by the by the person authorized to sign the tender on behalf of the bidder. Original Documents must be submitted for inspection, if so demanded.
- e) In case technical specification and rates being equal, preference will be given to such firms having relevant ISO or other equivalent certification for quality assurance. In case parameters come on equal footings, successful bidder will be the one, having highest turnover.

**SECTION - III - (B)- PROFORMA FOR PERFORMANCE STATEMENT**

(For the period of last three years)

Bid Reference No.

Date and Time of opening : \_\_\_\_\_  
 Name and address of the Bidder : \_\_\_\_\_  
 Name and address of the manufacturer : \_\_\_\_\_

Order placed by (full address of Purchaser)	Order number and date	Description and quantity of ordered goods	Value of order (Rs.)	Date of completion of supply/Contract		Remarks indicating reasons for delay if any	Have the goods been functioning satisfactorily (Attach documentary proof) **
				As per Contract	Actual		
1	2	3	4	5	6	7	8

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect; we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

Signature and seal of the Bidder

\*\* The documentary proof will be certificate from the consignee/end user with cross-reference of order no. and date in the certificate along with a notarized certification authenticating the correctness of the information furnished.

**SECTION - IV- (A) BID SUBMISSION FORM**

Date \_\_\_\_\_

To

Sports Authority of India  
HO, JN Stadium,  
New Delhi 110003

**Ref: Your Bidding Document No. \_\_\_\_\_**

Sir,

We, 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 \_\_\_\_\_ (*Description of goods and services*) to the purchasers named in the schedule in conformity with your above referred document at the rates 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 05 of Section-VII (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 confirm that the rates offered by the OEM or its authorized agent are same in respect of the items stipulated in the contract document.

6. We undertake that we have not supplied the required items at a price lower than the price quoted for these items by us.

7. We fully agree to abide by all terms and conditions of General Conditions of Contract/Special Condition of Contract as per Section-VII.

8. We further understand that you are not bound to accept the lowest or any Bid you may receive against your above-referred Bid Reference.

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

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

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

Duly authorised to sign Bid for and on behalf of Messrs \_\_\_\_\_

[Name & address of the manufacturers]

**SECTION - IV- (B)- FORM FOR POWER OF ATTORNEY/BOARD RESOLUTION**

Know all men by these presents, we, /vide board resolution dated ....., \_\_\_\_\_(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise 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 (BOQ)**

AS PER BOQ UPLOADED IN THE CPP PORTAL

The bidder should quote rates for Equipment) (Section – VI – “Technical Specifications”), however, rate of all items should also be quoted.

The prices quoted prices above are with Warranty period of two years from the date of acceptance by the Consignee. The CAMC price if indicated as required in Section V, are to be quoted separately.

Delivery Period: 75 days from the date of Notification of Award. (Bidders are advised in their own interest to note that time and date of delivery would be the essence of the contract).

Signature of Bidder \_\_\_\_\_  
Name & Designation \_\_\_\_\_  
Place: \_\_\_\_\_  
Business Address \_\_\_\_\_  
Date: \_\_\_\_\_  
Seal of the Bidder \_\_\_\_\_

**SECTION - IV- (D) - BID SECURING DECLARATION FORM**

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

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

To

Secretary  
Sports Authority of India  
HO J.N. Stadium,  
New Delhi 110003.

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions as below:

- a) withdraws/modifies/amends the submitted bid against this tender, impairs or derogates from the tender, during the period of bid validity specified in this tender.; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
  - (i) fail or refuse to execute the contract, or
  - (ii) fail or refuse to furnish the Performance Security, in accordance with the terms of this tender document.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder or upon

- (i) the receipt of your notification of the name of the successful Bidder and submission of required Performance Security, in accordance with the terms of this tender document; or
- (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)  
in the capacity of: (insert legal capacity of person signing the Bid Securing Declaration)  
Dated on \_\_\_\_\_ day of (insert date of signing)

Corporate Seal (where appropriate)



**SECTION - IV - (E)- MANUFACTURER'S AUTHORISATION FORM**

To

Secretary  
Sports Authority of India  
HO J.N. Stadium,  
New Delhi 110003.

**Sir,**

Reference your RFP/IFB No. \_\_\_\_\_, dated \_\_\_\_\_

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

We also hereby extend our full warranty of 02 years from the date of acceptance of goods by  
Consignee, supplied against this Contract.

Yours faithfully,

\_\_\_\_\_

[Signature with date, name and designation]

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

[Name &amp; address of the manufacturers]

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

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

From: M/s.

Date:

**To**

Secretary  
Sports Authority of India  
HO J.N. Stadium,  
New Delhi 110003.

**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 us under noted account.

**NATIONAL ELECTRONIC FUNDS TRANSFER MANDATE 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>Supplier's Account No.</b>	
<b>Type of Account</b>	
<b>IFSC code for NEFT</b>	
<b>IFSC code for RTGS</b>	
<b>Supplier's name as per Account</b>	
<b>Telephone no. of supplier</b>	
<b>Supplier's E-mail ID</b>	

\_\_\_\_\_  
\_\_\_\_\_  
[Signature with date, name and designation]  
For and on behalf of Messrs \_\_\_\_\_

[Name & address of the bidder]

Confirmed by Bank

Enclosed a copy of Crossed Cheque

**SECTION - IV- (G) - LETTER OF AUTHORISATION FOR ATTENDING BID  
OPENING MEETING**

Tender No. -----

**Subject: Authorisation for attending bid opening on ----- (date) in the  
tender of -----**

Following persons are hereby authorised 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 authorised 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 is not able to attend.*
2. *Permission for entry to the hall where bids are opened may be refused in case authorisation as prescribed above is not furnished.*

**SECTION - IV- (H) - DISCLOSURE OF CONFLICT OF INTEREST**

It is hereby disclosed that we have not any conflict of interest with other bidders in terms of conditions stipulated in clause No.46 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- (I) - DISCLOSURE OF CODE OF INTEGRITY

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 behaviour 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- (J) - AFFIDAVIT/UNDERTAKING**

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 certify that the prices offered by us in this tender is not higher 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. 10/- duly certified by Public Notary*

**PART-2- SUPPLY REQUIREMENT AND SPECIFICATION****SECTION - V - SUPPLY REQUIREMENTS**

<b>Sl. No.</b>	<b>DESCRIPTION</b>	<b>SAI NCOE Jagatpur</b>	<b>SAI NCOE Alleppey</b>	<b>Total Qty</b>	<b>Warranty</b>	<b>CAMC after Warranty</b>
1	Single Scull	5	3	8	02 years	Not Applicable
2	Coxless Pair	0	2	2		
3	Double Scull	0	1	1		
4	Catamaran with OBM	1	0	1		
5	Scull Oars (Skinny Vortex)- 1 Pair	6	0	6		

**Part II: Required Delivery Schedule:**

**Required Delivery Schedule:** Stores are required within 75 days from the date of Notification of Award. However, the Bidders may quote their earliest delivery period from the date of Notification of Award. Time is essence of Contract. The Supplier is requested to deliver goods within the Delivery Period and the date of delivery at Consignee site will be considered as actual date of delivery

**Part III: Required Terms of Delivery:**

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

**Part-IV: Consignee Details:**

- As per SECTION – VIII (E)

**SECTION - VI - TECHNICAL SPECIFICATIONS**

<b>S. No.</b>	<b>Name of Equipment</b>	<b>Technical specifications</b>
1	Single Scull	(i) Only FISA Approved Brands/Manufacturer (ii) Olympic Level Boat (Used by Elite Rowers) (iii) Constructed with Carbon, Kevlar, Titanium, Honeycomb, Henxmc & Aluminium Alloy (iv) Wing rigger - Aluminium (v) Oarlock - Nylon (vi) Shoe -10 (vii) Boat Weight - 14kg (viii) Weight Range - 65 to 85kg (ix) Bow Ball Fitted (x) Number Plate Stand
2	Coxless Pair	(i) Only FISA Approved Brands/Manufacturer (ii) Olympic Level Boat (Used by Elite Rowers) (iii) Constructed with Carbon, Kevlar, Titanium, Honeycomb, Henxmc & Aluminium Alloy (iv) Wing rigger - Aluminium (v) Oarlock - Nylon (vi) Shoe -10 (vii) Boat Weight - 27kg (viii) Weight Range - 65 to 85kg (ix) Bow Ball Fitted (x) Number Plate Stand
3	Double Scull	(i) FISA & RFI Approved (ii) Olympic level boat (Used by elite Rowers) (iii) Constructed with Carbon, Kevlar, Titanium, Honeycomb, Henxmc & Aluminium Alloy (iv) Rigger - Aluminium (v) Oarlock - Nylon (vi) Shoe -10 (vii) Boat Weight - 27kg (viii) Weight Range - 65 to 85kg (ix) Bow Ball Fitted (x) Number Plate Stand
4	Catamaran with OBM	(i) Trilamination Polyethylene Catamaran (ii) Length of Hull: 472 cm (iii) Beam - Maximum: 195 cm (iv) Maximum draft: 35 cm (v) Beam Hull Centres: 165 cm (vi) Beam of Individual Hull: 40cm (vii) Aluminium Deck: 150X250cm (viii) Outboard Engines(20 HP) (ix) Horsepower: 20HP (x) Max. Power/Kilowatts: 14Kw (xi) Weight of Catamaran: 200kg (xii) Portable fuel Tank: 12L (xiii) Maximum Number of Persons: 2 to 4 (xiv) CE certified approved



S. No.	Name of Equipment	Technical specifications
5	Scull Oars (Skinny Vortex)	(i) Made of high modulus carbon fibre, the skinny is a smaller diameter shaft that offers a softer feel (ii) The small diameter also reduces wind resistance, which can be very significant in headwind (iii) Adjustable oars features a composite handle with a length adjustment system that allows for 5cm of adjustment. This adjustment system makes it easier to share oars between boats (eight and four for example) and allows to easily adjust oars length for difficult weather or racing conditions (iv) Length: 287-290cm only (v) FISA approved brand/Manufacturer allowed

***\*Bidders should specifically mention the make and model quoted against each item in the technical bid and the compliance to each point in specification should mentioned/ detailed with supporting document/catalogue.***

## PART-3 - CONTRACT

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## **SECTION - VII (A) - GENERAL CONDITIONS OF CONTRACT (GCC)**

### **1. Application**

- 1.1. The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same is not superseded by Schedule of Requirements under Section V and Technical Specification under Section VI of this document.
- 1.2. All relevant clauses in Section II, Instructions to Bidders (ITB), will be binding on this purchase.

### **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 (a) 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. Intellectual Property Rights/Patent Rights**

- 3.1. The supplier shall, at all times, fully indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks, copyright etc. Being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expense take care of the same for settlement and if required, duly represent the purchaser before any courts/forums in this regard, without any cost liability to the purchaser.

### **4. Country of Origin**

- 4.1. All goods and services to be supplied and provided for the contract shall have the origin in India/ any other country with which India has not banned trade relations.
- 4.2. The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced, or processed or from where the services are arranged.
- 4.3. The country of origin may be specified in the price schedule.

### **5. Performance Security**

- 5.1. As guarantee for the due performance, observance and fulfilment of all obligations, terms, conditions, representations, warranties and covenants of the Supplier under the Bidding Documents within 14 days from the date of the issue of notification of award by the purchaser, the Supplier shall furnish

Performance guarantee to the Purchaser for an amount equivalent to three per cent (03%) of the total value of the contract prior signing of this contract.

- 5.2. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty period of 1 year from the date of acceptance of the items by the consignee(s).
- 5.3. Supplier may furnish performance guarantee in the form of an account payee Demand Draft, Fixed Deposit Receipt from a commercial bank, Bank Guarantee from a Commercial bank in an acceptable form in the format at **Section VIII (B)**, safeguarding the Purchaser's interest in all respects.  
Secretary SAI  
Union Bank Account No: 108510100032325  
IFSC No. UBIN0810851
- 5.4. In the event of any amendment issued to the contract regarding extension of delivery period, the supplier shall, within 15 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.
- 5.5. *Deleted*
- 5.6. The Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations subject to adjustment of all amounts/losses/damages/recoveries/ penalties payable to the Purchaser and claims of Purchaser, there from.
- 5.7. The Performance Security shall be denominated in Indian Rupees in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in **Section-VIII(B)** of this document in favour of the Purchaser.
- 5.8. Performance Security shall 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 and claim for losses and damages),
- 5.9. 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 at the cost and liability of the Supplier.

## 6. Technical Specifications and Standards

- 6.1. The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications mentioned in 'Technical Specifications' under Sections-VI of this document.

## **7. Packing and Marking**

- 7.1. The packing for the goods 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 goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 7.2. Unless otherwise mentioned in the Technical Specification under Section VI, 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: -
  - 7.2.1. Contract number and date
  - 7.2.2. Brief description of the goods including quantity
  - 7.2.3. Packing list reference number
  - 7.2.4. Country of origin of the goods
  - 7.2.5. Consignee's name and full address and
  - 7.2.6. Supplier's name and address

## **8. Inspection, Testing and Quality Control**

- 8.1. The Contractor should satisfy himself that the stores/goods are in accordance with the terms of the Contract and fully conform to the required specification by carrying out a thorough pre-inspection of each lot of the stores/goods before actually delivering the same to the consignee.
- 8.2. In normal course the Stores/goods will be supplied by the contractor on the basis of Manufacturers own Pre-despatch Inspection Certificate. However, purchased goods accepted by the purchaser/consignee and/or its authorized representative during inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the Warranty Clause -14 of GCC.
- 8.3. The Purchaser and/or its nominated representative(s) may, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications incorporated in the contract. The Purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging of Purchaser and/or its nominated representative(s) will be borne by the Purchaser and/or its nominated representative(s). However, if no pre-inspection has been carried out by the purchaser, it shall have the right to inspect the same at its own premises as provided in below provisions.
- 8.4. For such inspections and tests which are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- 8.5. If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required,

free of cost to the Purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.

- 8.6. If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the Purchaser under the terms & conditions of the contract.
- 8.7. The purchaser's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above.
- 8.8. The purchaser reserves the right to call for Latest lab-test report from authorized/accredited lab not later than a year old from Government or Government approved lab of each item quoted conforming to specifications as mentioned in Section VI. (If not applicable in the case of bidder firm from foreign country, lab-test report not later than a year old from accredited lab of the Authorized International Agency. Their in-house lab of each item quoted conforming to specification as mentioned in section VI.

## **9. Terms of Delivery**

- 9.1. Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract.
- 9.2. The supplier/contractor is required to complete the supplies within the stipulated delivery period. Time shall be the essence of the Contract. However, 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: -
  - 9.2.1. The supplier/Contractor shall pay, and purchaser will recover liquidated damages from the contractor as per contract or as may be indicated by the purchaser as per its prevailing policies.
  - 9.2.2. No increase in price on account of any statutory increase in or fresh imposition of GST and freight charges/demurrage charges or on any account of any other taxes, levies or duty leviable in respect of the equipment 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 equipment as are delivered after said date.
  - 9.2.3. 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 equipment as are delivered after the said date.
  - 9.2.4. 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.
  - 9.2.5. Deleted being N/A

**10. Insurance:**

- 10.1. 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:
- 10.1.1. As the Agreement is a case of supply of domestic goods on Consignee site basis, 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/goods duly insured for an amount equal to 110% of the value of the goods from warehouse to warehouse (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.
- 10.1.2. Deleted being N/A
- 10.1.3. If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will be got extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee without any reason, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actual will be reimbursed.

**11. Spare Parts**

- 11.1. Bidder should confirm adequate availability of spare parts and ensure it to make available to the purchaser as and when requirement is raised by the purchaser and after sales service in India for a period of **10 years** after the date of delivery of the stores.

**12. Incidental services:**

- 12.1. Subject to the stipulation, if any, in Schedule of Requirements (Section – V) and the Technical Specification (Section – VI), the supplier shall be required to perform the following services.
- 12.1.1. Installation and Demonstration of the goods
- 12.1.2. On Site Training of Purchaser's Staff to start immediately but not later than 15 days after successful installation of the equipment.
- 12.1.3. Supplying required number of operation & maintenance manual for the goods as may be updated from time to time.
- 12.1.4. Providing comprehensive maintenance, if applicable as per Section V of the document.

**13. Dispatch Documents for Goods:**

- 13.1. The supplier shall send all the relevant despatch documents well in time to the purchaser/consignee to enable the purchaser/consignee clear or receive (as the case may be) the goods in terms of the contract. Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows: -
- 13.1.1. For Domestic Goods, including goods already imported by the supplier under its own arrangement. Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and other concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by e-mail/speed post (or as instructed in the contract):

- 13.1.1.1 Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount.
  - 13.1.1.2 Consignee Receipt Certificate as per Section VIII C in original issued by the authorised representative of the consignee.
  - 13.1.1.3 Two copies of packing list identifying contents of each package.
  - 13.1.1.4 Inspection certificate issued by the designated inspection agency, if any
  - 13.1.1.5 Certificate of origin.
  - 13.1.1.6 Insurance Certificate as per GCC Clause.
  - 13.1.1.7 Manufacturers/Supplier's warranty certificate & In-house inspection certificate.
- 13.1.2. For Goods imported from abroad: Deleted- N/A

#### 14. Warranty

- 14.1. The supplier warrants comprehensively that the goods supplied under the contract is/are new, unused and incorporate all recent/latest improvements in design and materials unless prescribed otherwise by the Purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 14.2. The warranty shall remain valid for 02 years from the date of installation, commissioning and acceptance. If, Comprehensive Annual Maintenance Contract (CAMC) is required to be done as per Section V, it shall be for a period of 2+3= 5 years for all the equipment after the goods or any portion thereof, as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser/consignee in terms of the contract. The supplier shall promptly repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Purchaser for such replaced parts/goods thereafter on any account whatsoever.
- 14.3. 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.
- 14.4. Supplier shall carry sufficient inventories at site to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Purchaser promptly on receipt of order from the purchaser.
- 14.5. The purchaser/consignee reserves the rights to enter into Comprehensive Annual Maintenance Contract between Consignee and the Supplier for the period as mentioned in Section VIII (A) (II). Technical specification after the completion of warranty period.
- 14.6. The supplier and the CAMC provider shall ensure continued supply of the spare part for the machines and equipment supplied by them to the purchaser for **seven** years including warranty period.
- 14.7. An UPTIME warranty of 95% during the warranty should be provided. Down time above 5% per year will extend the warranty period by double the down time period.



## 15. Assignment

- 15.1. 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.

## 16. Prices

- 16.1. Prices to be charged by the supplier for supply of goods in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its Bid and incorporated in the contract.

## 17. Taxes and Duties.

- 17.1. Supplier shall be entirely responsible for all taxes, duties, levies etc. incurred until delivery of the contracted goods 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. Local Duties & Terminal Taxes etc.:
- 17.2. Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the Purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser. However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage/detention charges and obtain a receipt for the same. The purchaser shall in no event be liable for any detention/demurrage charges. The supplier should forward the receipt obtained for such payment to the Purchaser to enable the Purchaser to reimburse the supplier and take other necessary action in the matter.

## 18. Terms and Mode of Payment

### 18.1. Payment Terms

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

#### 18.1.1. **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 and inspection of goods in good condition (including installation & commissioning) and upon submission of the following documents:

- (i) Suppliers certificate that the amount shown in the invoice are correct in terms of the contract and that all terms and conditions of the contract have been complied with.
- (ii) Four copies of Supplier's invoice showing contract number, goods description, quantity, unit price and total amount.
- (iii) Acceptance Certificate, as per Section VIII (C) in original issued by the authorized representative of the consignee.
- (iv) Two copies of Packing list identifying contents of each package.

- (v) Inspection Certificate issued by the nominated inspection agency, if any.
- (vi) Insurance certificate as per GCC Clause 10.
- (vii) Certificate of origin

18.1.2. Payment for Imported Goods on DDP terms: Deleted- NA

**18.2. Payment for Comprehensive Annual Maintenance Contract Charges (if Applicable as per Section V):**

The Purchaser/Consignee will enter into Comprehensive Maintenance Contract with the supplier at the rates as stipulated in the Contract. The payment of CAMC charges will be made on quarterly basis after satisfactory completion of said period, duly certified by the consignee. An UPTIME warranty of 95% during the CAMC should be provided. Down time above 5% per year will extend the warranty period and CAMC period by double the down time period. The Supplier will provide at-least quarterly pre-maintenance services in the year in addition to attending to the emergency breakdown calls during the CAMC period.

The Service Provider shall attend the complaint within 24 hours failing which penal provisions under the contract shall be invoked.

- 18.3. The supplier shall not claim any interest on payments under the contract.
- 18.4. 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.
- 18.5. The payment shall be made in INR only.
- 18.6. While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of supplier for claiming that payment has been fulfilled as required under the contract.
- 18.7. While claiming reimbursement of taxes etc. From the purchaser/consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, if (the supplier) shall refund to the Purchaser/Consignee forthwith.
- 18.8. The supplier shall send its claim for payment in writing, when **contractually** due, along with relevant documents etc., duly signed with date, to the Purchaser.
- 18.9. All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/RTGS systems as per the NEFT Mandate From attached as per Section-IV (F).
- 18.10. Deleted being N/A

**19. Delay in the supplier's performance.**

- 19.1. The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed not later than the date (s) as specified in the contract.
- 19.2. In cases where Delivery Period is linked with date of opening of Letter of Credit, and in case the Letter of Credit is amended to make Letter of Credit as per contract, then in such cases the Delivery Period will be calculated from the date of amendment of Letter of Credit.

- 19.3. Subject to the provision of Force Majeure under GCC clause 24, any delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following actions:
- 19.3.1. Imposition of Liquidated Damages,
  - 19.3.2. Forfeiture of its Performance Security and
  - 19.3.3. Termination of the Contract for default.
- 19.4. If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, 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.
- 19.5. In case, Performa Invoice submitted by supplier is found to be deficient, because of which purchaser is unable to open the letter of credit, delay shall be to the account of supplier & purchaser shall deduct liquidated damages as per clause 20 of General Condition of Contract.
- 19.6. 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:
- 19.6.1. The Purchaser shall recover from the supplier, under the provisions of the clause 20 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
  - 19.6.2. 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 Works Contract Tax or on account of any other tax or duty/levy which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
  - 19.6.3. But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Goods and Service Tax and Works Contract Tax 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.
- 19.7. The supplier shall not dispatch the goods 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 despatch. In case the supplier dispatches the goods 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.
- 19.8. Passing of Property

19.8.1. The property in the goods shall not pass to the purchaser unless and until the goods have been delivered to the consignee and thereafter inspected and accepted in accordance with the conditions of the contract.

19.8.2. Where there is a contract for sale of specific goods and the supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.

19.8.3. Unless otherwise agreed, the goods remain at supplier's risk until the property therein is transferred to the purchaser.

## **20. Liquidated damages**

20.1. Subject to the provision of Force Majeure under GCC clause 24, if the supplier fails to deliver any or all of the goods or fails to perform the services 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 21 of GCC and initiate remedies available under law for the loss and damage caused to the purchaser.

20.2. 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 20 of General Condition of Contract. Proforma Invoice should be strictly as per the terms & conditions mentioned in Notification of Award/Tender Conditions.

20.3. Proforma Invoice submitted by supplier is found to be deficient, because of which purchaser is unable to open the letter of credit, delay shall be to the account of supplier & purchaser shall deduct liquidated damages as per clause 20 of GCC.

## **21. Termination for default**

21.1. 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 goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser.

21.2. In the event of Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub clause 21 above, 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 and costs, if any incurred by the purchaser/consignee for arranging such procurement.

21.3. Unless otherwise instructed by the purchaser, the supplier shall continue to perform the contract to the extent not terminated.

## **22. Notice**

22.1. Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by e-mail/speed post 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.

- 22.2. 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.

### **23. Termination for insolvency**

- 23.1. 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, 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.

### **24. Force Majeure**

- 24.1. 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.
- 24.2. For purposes 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.
- 24.3. 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.
- 24.4. 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.
- 24.5. In case due to a Force Majeure event the Purchaser is unable to fulfil its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

### **25. Termination for convenience**

- 25.1. 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.

- 25.2. The goods and services which are complete and ready in terms of the contract for delivery and performance at the earliest but not later than three (03) days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser following the contract terms, conditions and prices.

## **26. Fall Clause**

- 26.1. The Supplier undertakes that he has not supplied/is not supplying similar products/system or sub-systems 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.
- 26.2. 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.

## **27. Withholding and lien in respect of sums claimed**

- 27.1. Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Supplier/Contractor, the Purchaser shall be entitled to invoke the performance security or withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Supplier//Contractor and for the purpose aforesaid, the Purchase 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 any time thereafter may become payable to the Supplier 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 Supplier/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.

## **28. Resolution of disputes**

- 28.1. 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.
- 28.2. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the Purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration, appointed to be the arbitrator by the Director General (Sports Authority of India). The

award of the arbitrator will be final and binding on the parties to the Contract. The procedure and fee of the arbitrators shall be in accordance with the prevalent procedure and policies of SAI.

28.3. Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi, India.

28.4. The courts of New Delhi will have the exclusive jurisdiction to try the disputes.

## **29. Applicable Law**

29.1. The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

**SECTION - VIII (A) - (I) - CONTRACT AGREEMENT  
SPORTS AUTHORITY OF INDIA,**

Contract No \_\_\_\_\_ Dated \_\_\_\_\_

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

1. Name & address of the Supplier (holder): \_\_\_\_\_
2. Purchaser's Bidding Document No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent Amendment No \_\_\_\_\_, dated \_\_\_\_\_ (if any), issued by the purchaser.
3. Supplier's Bid No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent communication(s) No \_\_\_\_\_ dated \_\_\_\_\_ (if any), exchanged between the supplier and the purchaser in connection 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:
  - (i) General Conditions of Contract;
  - (ii) Special conditions of the contract.
  - (iii) Schedule of Requirements;
  - (iv) Technical Specifications.
  - (v) Bid Form furnished by the supplier.
  - (vi) Price Schedule(s) furnished by the supplier in its Bid.
  - (vii) Manufacturers' Authorisation Form (if applicable for this Bid).
  - (viii) Purchaser's Notification of Award of Contract
5. Some 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	Accounting unit	Unit Price	Terms of delivery

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

**(ii) Contract valid up to:**

**(iii) Prices:**

**(iv) Details of Performance Security:**

**(v) Warranty Period:**

**(vi) Payment terms:**

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

Received and accepted this Contract

\_\_\_\_\_

[Signature with date, name, and designation]

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

[Name & address of the bidder/manufacturers]

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

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

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



**SECTION - VIII (A) - (II) - CONTRACT AGREEMENT****SPORTS AUTHORITY OF INDIA**

Annual CM Contract No. \_\_\_\_\_ dated \_\_\_\_\_

Between \_\_\_\_\_ (Name and Address of Purchaser) \_\_\_\_\_

And \_\_\_\_\_ (Name and Address of the Supplier) \_\_\_\_\_

**Ref:- Contract No. \_\_\_\_\_ dated \_\_\_\_\_ (Contract No. & date of Contract for supply, installation, commissioning, handing over, trial run, and training of operators & warranty of goods)**

In continuation to the above referred contract

The Contract of Annual Comprehensive Maintenance is hereby concluded as under:

1	2	3	4			5	6
Schedule No.	Brief Description of goods	Quantity (Nos.)	Annual Comprehensive Maintenance Contract Cost for Each Unit Year wise (in Rupees.)			Taxes (in Rupees.)	Total Annual Comprehensive Maintenance Contract Cost for 5 Years* {3 X 4a+4b+4c} + 5 (in Rupees.)
			1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>		
			a	b	c		

\*illustration only (actual no. Of years for which CAMC is to be got done may be stipulated in this form)

- a) Total value (in figure) \_\_\_\_\_ (in words) \_\_\_\_\_
- b) The CAMC shall commence from the date of expiry of all obligation under warranty i.e. from \_\_\_\_\_ (date of expiry of warranty) and will expire on \_\_\_\_\_ (date of expiry of CAMC)
- c) The cost of Annual Comprehensive Maintenance Contract (CAMC) which includes preventive maintenance and onsite maintenance in case of breakout or other complaints, labour and spares, after satisfactory completion of warranty period may be quoted for next \_\_\_\_\_ years as contained in the above referred contract on yearly basis for complete equipment.
- d) There will be 95% uptime warranty during CAMC period on 24 (hrs) x 7 (days) x 365 (days) basis, with penalty, to extend CAMC period by double the downtime period.
- e) During CAMC Period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/technical/operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in \_\_\_\_\_ months

commencing from the date of the successful completion of warranty period preventive maintenance of the goods.

- f) All software updates should be provided free of cost during CAMC.
- g) The bank guarantee valid till \_\_\_\_\_ [(fill the date) 2 months after expiry of entire CAMC period] for an amount of Rs. \_\_\_\_\_ [(fill amount) equivalent to 2.5 % of the cost of the equipment as per contract] shall be furnished in the prescribed format given in Section \_\_\_\_\_ of the TE document, along with the signed copy of Annual CAMC within a period of 15 (fifteen) days of issue of Annual CAMC failing which the proceeds of performance security shall be payable to the purchaser.
- h) If there is any lapse in the performance of the CAMC as per contract, a penalty of 0.25% of the amount of performance security per incidence/per day subject to a maximum of 10 incidents shall be imposed, failing which the purchases/consignee reserves the right to terminate the contract.
- i) Payment terms: The payment of Annual CAMC will be made against the bills raised to the consignee by the supplier on quarterly basis after satisfactory completion of said period, duly certified by the HOD concerned. The payment will be made in Indian Rupees.

(Signature, name, and address of the Purchaser)  
For and on behalf of Sports Authority of India

Received and accepted this contract

(Signature, name and address of the supplier's executive  
Duly authorised to sign on behalf of the supplier)  
For and on behalf of \_\_\_\_\_  
(Name and address of the supplier)

(Seal of the supplier)

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

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

**SECTION - VIII (B) - BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CAMC SECURITY**

To

\_\_\_\_\_

\_\_\_\_\_.

WHEREAS \_\_\_\_\_ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no \_\_\_\_\_ dated

\_\_\_\_\_ to supply (description of goods and services) (herein after called "the contract"). AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the supplier such a bank guarantee;

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

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

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

This guarantee shall be valid up to sixty days beyond the date of expiry of period of CAMC.

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

.....  
.....

Name and designation of the officer

.....  
.....

.....  
.....

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

**SECTION - VIII (C) - INSPECTION & ACCEPTANCE CERTIFICATE**

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 Purchaser : \_\_\_\_\_
- 3) Supply order No. and Date : \_\_\_\_\_
- 4) Supplier's Name & Address : \_\_\_\_\_
- 5) Consignee : \_\_\_\_\_
- 6) Description of the item supplied : \_\_\_\_\_
- 7) Quantity Supplied : \_\_\_\_\_
- 8) Stock Entry Reference at Consignee Stock Register:
- 9) Delivery date- (As per supply order) : \_\_\_\_\_
- 10) Extended Delivery Date, if any : \_\_\_\_\_
- 11) Date of actual Receipt of goods by the Consignee : \_\_\_\_\_
- 12) Delay in supplies beyond original delivery date(sl.no.8-refers) : \_\_\_\_\_
- 13) Damages/Shortages/recoveries 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 - VIII (D) -CHECKLIST**

Name of the Bidder:

Name of the Manufacturer:

Sl. No.	Activity	Yes/No/NA	Page No. in the Bid Document	Remarks
1	Have you enclosed Bid Securing declaration as per Section IV (D)?			
2.a.	Have you enclosed duly filled Tender Form as per format in Section IV (A)?			
2.b.	Have you enclosed power of attorney/board resolution in favor of signatory?			
3.	Are you an SSI/MSE unit, if yes, have you enclosed certificate of registration issued by Directorate of Industries/NSIC/relevant authority?			
4.a	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specification? <b><u>Against each item Make and Model of the quoted item and Compliance to the tender specifications needs to be submitted</u></b>			
4.b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviation?			
5.a	Have you submitted satisfactory performance certificate/ installation Reports as per the proforma for performance statement in Section III (B) of TE document in respect of all orders?			
b.	Have you submitted copy of the order (s) and end user certificate/installation Reports?			
6.	Have you submitted manufacturer's authorization as per Section IV (E)?			
7.	Have you submitted prices of goods, CAMC etc. in the price schedule as per Section IV (C)?			
8.	Have you kept validity of ___ days from the Techno Commercial Tender Opening date as per the TE Document?			
9	Have you submitted self-attested PAN card and GST registration certificate?			
10.	Have you intimated the name and full address of your Banker (s) along with your account Number as per Section IV (F)			

Sl. No.	Activity	Yes/No/NA	Page No. in the Bid Document	Remarks
11.	Have you fully accepted payment terms as per TE document? (Attach Self Declaration)			
12.	Have you fully accepted delivery period as per TE Document? (Attach Self Declaration)			
13.	Have you submitted the certificate of incorporation?			
14.	Have you accepted the warranty as per TE Document? (Attach Self Declaration)			
15.	Have you accepted terms and conditions of TE document and submit a general declaration stating the same?			
16.	Have you furnished documents establishing your eligibility & qualification criteria as per the TE document? [As mentioned in Section III(A)]			
17.	Declaration as per New GFR Clause, 144 (xi) 'I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"			
18.	Have you enclosed the Affidavit as per Section IV (J) of the TE Document?			

*N.B:1. All pages of the bid 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 fill 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.*

**(Signature with date)**

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

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

**SECTION - VIII (E) - CONSIGNEE LIST**

1. SAI NCOE Jagatpur	Water Sports Centre, Jagatpur-754021
2. SAI NCOE Alleppey	Sports Authority of India, Water Sports, Avalookunu, P.O. Punnamada, Alleppey-688 006, KERALA

N.B: - The purchaser/consignee will ensure timely issue of Road Permits & Entry Tax Exemption Certificates, **wherever applicable to the suppliers.**