

**SPORTS AUTHORITY OF INDIA
TRAINING CENTRE
THALASSERY
KERALA**

Telephone : 0490 2324900
Website : www.lncpe.gov.in/
www.sportsauthorityofindia.gov.in
Bid Reference No : **10/SAI/TLY/ACCTS/2023-24**
Tender Notice No. 01/2023
Date : 22.01.2024

E-Bidding Document

For

**SPORTS EQUIPMENT –
FENCING PISTE**

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PART-1

BIDDING PROCEDURE

SECTION – I

Telephone : 0490 - 2324900
 Website : www.lncpe.gov.in
 http://eprocure.gov.in
 Bid Reference No : **10/SAI/TLY/ACCTS/2023-24**
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INVITATION FOR ONLINE BIDS (IFB)

1. Sports Authority of India, for and on behalf of the Centre in Charge, SAI STC Thalassery , invites online Bids on two bid system for supply of following Sports Equipment:

| Brief Description of Supply of items | Amount of Bid Security in Rs [EMD] | Bidding Document Cost. (Rs.) |
|---|------------------------------------|------------------------------|
| Aluminium Fencing Piste-FIE approved 1.6 to 2 Mtr | Rs. 20000/- | nil |
| Payment: | | |
| The Tender Fee and Earnest Money can be deposited as demand draft drawn in favour of the CENTRE INCHARGE SAI TRAINING CENTRE Thalassery payable at Thalassery along with Bid Submission. Date & Time as mentioned in Critical Data Sheet. | | |

CRITICAL DATE SHEET

| | |
|---|-----------------------|
| Uploading/Publication of Tender Documents | 22.01.2024 |
| Cut of Date of Seeking Clarification | 23.01.2024 10. AM-5PM |
| Pre bid meeting | NA |
| Last Date & Time of Submission of Bids | 05.02.2024 10.00 AM |
| Opening Date & Time of Technical Bids | 06.02.2024 11.00 AM |
| Opening Date & Time of Financial Bids | Will be notified |

2. Bidder may also download the Bidding Documents from the web site www.lncpe.gov.in or www.sportsauthorityofindia.nic.in & CPP Portal of Govt.of India i.e http ;//eprocure.gov.in/eprocure/app Bidders shall ensure that and submit before the critical dates mentioned along with the cost of form.
3. Tenderers/Bidders are advised to follow the instructions provided in the 'Instructions to the Bidder/Tenderer'
4. Tenderer who has downloaded the tender from the LNCPE web site www.lncpe.gov.in and SAI website www.sportauthorityofindia.nic.in shall not tamper/modify the tender form in any manner. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with SAI.
5. Intending tenderers are advised to visit again LNCPE web site www.lncpe.gov.in and SAI website www.sportauthorityofindia.nic.in at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

Centre in Charge

SAI Thalassery

SECTION – I
INSTRUCTIONS TO BIDDERS (ITB)
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SECTION – II

INSTRUCTIONS TO BIDDERS (ITB)

A. PREAMBLE

1. Introduction

The Purchaser has issued these Bidding Documents for purchase of goods and related services as mentioned in Section – V – “Schedule of Requirements”, which also indicates, *interalia*, the required delivery schedule, terms and place of delivery.

This section (Section II - “Instruction to Bidders”) provides the 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 bid inviting authority for receipt and opening as well as scrutiny and evaluation of Bids and subsequent placement of contract.

Before formulating the Bid and submitting the same to the bid inviting authority, the Bidder should read and examine all the terms, conditions, instructions etc. contained in the Bidding Documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Bidding Documents may result in rejection of its Bid.

2. Language of Bid

The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the Bid exchanged between the Bidder and the purchaser, shall be written in the English 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 a true English translation and, for purposes of interpretation of the Bid, the true English translation shall prevail.

B. BIDDING DOCUMENTS

3. Content of Bidding Documents

The Bidding Documents include:

- | | | | |
|---|-------------|---|--|
| ➤ | Section II | – | Instructions to Bidders (ITB) |
| ➤ | Section III | – | Qualification Criteria & Performance Statement |
| ➤ | Section IV | – | Bidding Form |
| ➤ | Section V | – | Schedule of Requirements (SOR) |
| ➤ | Section VI | – | Technical Specifications |
| ➤ | Section VII | – | General Conditions of Contract (GCC) |

4. Amendments to Bidding Documents

4.1 At any time prior to the deadline for submission of Bids, the bid inviting authority may, for any reason deemed fit, modify the Bidding Documents by issuing suitable amendment(s) to it.

4.2 Such an amendment to the Bidding documents will be uploaded on SAI website and LNCPE Website

4.3 Prospective Bidders are advised in their own interest to visit above mentioned website for any amendment etc. before submitting their respective Bids.

5. Clarification of Bidding Documents.

A bidder requiring any clarification or elucidation on any issue of the Bidding Documents may take up the same with the bid inviting authority in writing. The bid inviting authority will respond in writing to such request provided the same is received by the Centre In-charge, SAI Thalassery not later than fifteen days prior to the prescribed original date of submission of bid.

C. PREPARATION OF BIDS

6. Documents Comprising the Bid

6.1 The **Two Bid System**, i.e. “Technical Bid” and “Price Bid” prepared by the Bidder shall comprise the following (**bidders are requested to submit the following documents**):

A) Technical Bid:

The Bidder shall submit the following documents along with the submission of bid documents in Envelop 1 super scribing ‘Technical Bid’.

a) Bid Security and cost of bid document. Bid document cost is non-refundable. Bid Security is to be furnished in accordance with clause 11 of ITB and bid submission as perform at **Section IV (A)**.

b) Power of Attorney duly notarized indicating that the person(s) signing the bid has the authority to sign the bid and that the bid is binding upon the bidder during the full period of its validity.

c) Bidder/Agent who quotes for items manufactured by the other manufacturer shall furnish scanned copy of Manufacturer’s Authorization Form as per **Section IV (D)**.

d) Certificate of Incorporation/ Registration Certificate of the firm / Company/Agency.

e) Documents mentioned in the qualification criteria as per **Section III (A)**.

f) “Performance Statement” as per form in **Section III-B**.

g) Certificates of satisfactory performance in supply of similar sport equipment items as stipulated in **Section III (A)**.

h) PAN Card, National Electronic Fund Transfer (NEFT Form) as per **Section IV-(E)** for payment in Indian Rupee.



i) Certificate of Chartered Accountant showing annual turnover for the last three financial years 2020-21, 2021-22, 2022-23. Copies of Balance Sheet, Profit and Loss Account statement etc need not be enclosed.

j) Income Tax returns filed for the last three financial years 2020-21, 2021-22, 2022-23

k) GST Registration Certificate

l) Valid TIN (Tax Payer Identification Number)

m) Valid subsisting license/Authorized Agent certificate.

n) Registration Certificate of Partnership concern/company, duly registered copy of Partnership Deed/MOA of Company

o) Details of work experience including certificate highlighting the necessary experience from the respective clients for the last three (03) years.

p) Successful bidder should also submit all the above documents in original without fail within seven days of dispatch of notification otherwise SAI/Purchaser may cancel the bid and the Bid security would stand forfeited.

q) Bidder shall execute necessary instruments and documents required by SAI/Purchaser in relation to the Bidding Documents and shall adhere to all notifications/ amendments as may be issued by Purchaser from time to time. All costs (including Taxes, stamp duties and registration charges (if any) shall be borne by the Bidder.

r) General Information of the Bidder.

s) Clause by clause compliance demonstrating substantive responsiveness by signing and stamping on all the pages of the original bid document by authorized person(s).

Note-1: The bidding companies/firms/agencies are required to attest (self attestation) the 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 be black- listed for purpose of procurement of any item(s), in addition to attracting penal provisions of the agreement.

Note-2: The Technical bid shall not include any financial information. Such a bid shall be summarily rejected.

B) Price Bid: Submit in prescribed format as per Section -IV (B) I/B II of Bidding Document and place in Envelop '2' super scribing 'Price Bid'

6.2 The bidder shall state the basic price inclusive of all levies and taxes (other than Service Tax/VAT/GST etc.). The basic unit price needs to be indicated individually against the items,

the bidder proposed to supply. The offer shall be in Indian Rupees only.



6.3 Price Schedule as per Form I Section IV (B) filled up with all the details including service charges.

6.4 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.

6.5 Discount, if any, offered by the bidders shall not be considered unless they are specifically indicated in the Price Schedule. Bidders desiring to offer discount shall, therefore, modify their bids suitably while quoting and shall quote clearly net price taking all such factors like discount, free supply etc. into account.

6.6 The unit price shown in the financial bid will be inclusive of taxes, duties, packing, forwarding, freight and insurance charges (other than Service Tax/VAT/GST). Any changes in the taxes (except for Service Tax/VAT/GST) shall have no effect on the price during the scheduled delivery period. Service Tax /VAT/GST charges will be paid extra as per actual, wherever applicable.

6.7 It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all required documents in addition to above, if any.

6.8 All pages of the Bid should be page numbered and indexed.

6.9 The authorized signatory of the Bidder must sign the Bid duly stamped at appropriate places and initial all the remaining pages of the Bid.

6.10 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.

6.11 All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/RTGS System. Bidders are required to fill and attach the NEFT Mandate Form attached as per Section-IV (E) along with their offers, if not already executed in SAI. Notification of Award will not be issued without NEFT Mandate Form.

6.12 No condition shall be attached to the Financial Bid. Such a bid shall be summarily rejected.

Note: All documents should be submitted in the prescribed format.

7. Bid Prices

7.1 The Bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees.

7.2 The Bidder shall indicate on the Price Schedule provided under Section IV (B) 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.



7.3 The quoted prices for goods offered for domestic goods or goods of foreign origin located within India, shall be quoted in the Price Schedule given under Section IV (B) (I). The quoted prices for goods to be imported from abroad, shall be quoted in the Price Schedule given under Section IV (B) (II).

7.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:

7.4.1 For domestic goods or goods of foreign origin located within India, the prices under column 5 in the corresponding Price Schedule at section I (B) (I) shall be entered separately in the following manner:

Column 5(a): The price of the goods, quoted ex-factory/ ex-showroom/ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like sales tax, CST, VAT, CENVAT, Custom Duty, Excise Duty/GST etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;

Column 5(b): Any duties including excise duty, which will be payable on the goods in India if the contract is awarded;

Column 5(c): Any VAT/Sales Tax/GST or other taxes, which will be payable on the goods in India if the contract is awarded;

Column 5(d): Charges towards Packing & Forwarding,

Column 5(e): Inland Transportation, Insurance, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the Schedule of Requirements and Price Schedule;

7.4.2 For goods offered from abroad, the prices under Column 5 in the corresponding Price Schedule at section IV (B) (II) shall be entered separately in the following manner:

Column 5(a): The price of goods quoted FOB/FCA at port/airport of loading as indicated in the Schedule of Requirements.

Column 5(b): The price of goods quoted CIP at port/airport of entry in India as indicated in the Schedule of Requirements and Price Schedule;

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

Column 5(d): The charges for Custom clearance and handling



Column 5(e): The charges for Loading/Unloading, Inland transportation, Insurance and other local costs, Incidental cost to delivery of the goods from the port of entry in India to Purchaser Site, as specified in the Schedule of Requirements and Price Schedule;

Column 5(f): The price of goods quoted DDP (Delivery Duty Paid) at Purchaser site in India as indicated in the Schedule of Requirements, Price Schedule and Purchaser List as per INCOTERMS® 2010, however Customs Duty Exemption Certificate (CDEC) for imported sports goods/equipments as per Performa Invoice submitted in the tender will be provided by Sports Authority of India as per Govt. Of India Notification No. 146/94-Customs dated 13.07.1994 read with Notification No. 5/2010-Customs dated 19.01.2010, amended from time to time.

7.5 Additional information and instruction on Duties and Taxes:

7.5.1 If the Bidder desires to ask for Excise Duty, Sales Tax/CST / VAT/ CENVAT, Custom Duty, Service Tax, Works Contract Tax, GST etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later. Only statutory variations on finished product taking place after Bid submission shall be allowed to the extent of actual quantum paid by the supplier.

7.5.2 Octroi Duty and Local Duties & Taxes:

Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, Octroi 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 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 reimburse the supplier and take other necessary action in the matter.

7.5.3 Customs Duty:

Whole of the duty of custom and whole of the additional duty of sports goods, sports equipment, sports requisites 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 CIF on goods to be imported will be provided by Sports Authority of India.

7.6 Unless otherwise specifically indicated in this Bidding Document, the terms FCA, FOB, CIF, CIP, DDP etc., shall be governed by the current edition of International Commercial Terms (INCOTERMS), published by the International Chamber of Commerce, Paris.

7.7 The need for indication of all such price components by the Bidders, as required in this clause (viz., ITB clause 7) 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.

8. Firm Price

8.1 The prices quoted by the Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account. However, if minimum wages of the workers is revised by the Government after last date of submission of the offers, the same will be reimbursed on actual basis.

8.2 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in ITB Clause 7 will apply.

9. Alternative Bids – “Not Applicable”

10. Documents Establishing Bidder's Eligibility and Qualifications

10.1 Pursuant to ITB clause, the Bidder shall furnish, as part of its Bid, relevant details and documents establishing its qualifications to perform the contract if its Bid is accepted.

10.2 The documentary evidence needed to establish the Bidder's qualifications shall fulfill the following requirements:

a) In case the Bidder offers to supply goods which are manufactured by some other firm and the Bidder has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser, the Bidder shall submit the manufacturer's authorization form to this effect as per the standard form provided under Section IV in this document.

b) The Bidder and manufacturer meets the qualification criteria incorporated in the Section III.

11. Bid Security

11.1 The Bidder shall furnish Bid Security, for an amount as shown in the IFB in Section I. The Bid Security is required to protect SAI against the risk of the Bidder's unwarranted conduct as amplified under sub-clause 11.7 below. Non submission of bid security will be considered as major deviation and Bid without bid security will not be considered.



11.2 In case as per Notification of Government of India if the Bidder falls in the category of exemption of Bid Security, it should furnish the relevant Notification along with required documents like valid Registration Certificate etc.

11.3 The Bid Security shall be furnished in one of the following forms:

- (i). Account Payee Demand Draft
- (ii). Fixed Deposit Receipt
- (iii). Banker's cheque
- (iv). Bank Guarantee

11.4 The Demand Draft, Fixed Deposit Receipt or Banker's Cheque shall be drawn on any Commercial Bank in India or country of the Bidder, in favour of the "Centre Incharge, SAI Thalassery", payable at "Thalassery". In case of Bank Guarantee, the same is to be provided from any nationalized /scheduled/ bank in India (acceptable to SAI) as per the format specified under Section IV (C) of Bid Documents

Bid security must be submitted to the Tender Inviting Authority before bid submission end date and time.

11.5 The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the Bid.

11.6 Unsuccessful Bidders' Bid Security will be returned to them without any interest, after expiry of the Bid validity period, but not later than thirty days after conclusion of the resultant contract. Successful Bidder's earnest money will be returned without any interest, after receipt of performance security from that Bidder.

11.7 Bid Security of a Bidder will be forfeited, if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid in any respect within the period of validity of its Bid without prejudice to other rights of the SAI. The successful Bidder's Bid Security will be forfeited without prejudice to other rights of SAI if it fails to furnish the required performance security within the specified period.

12. Bid Validity

12.1 The Bid shall remain valid for acceptance for a period of 60 days after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected.

12.2 In exceptional cases, the Bidders may be requested by the Tender Inviting Authority to

extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or



modification of their original Bid and they are also to extend the validity period of the Bid Security accordingly. A Bidder, however, may not agree to extend its Bid validity without forfeiting its Bid Security.



12.3 In case the day up to which the Bids are to remain valid falls on or subsequently declared a holiday or closed day for SAI, the Bid validity shall automatically be extended up to the next working day.

13. Signing of Bid

13.1 The Bidders shall submit their Bids as per the instructions contained in ITB clause 6.

13.2 Bid shall be typed 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.

13.3 The bid shall be duly signed at the appropriate place as indicated in the Bidding Documents and all other pages of the Bid. The Bid shall not contain any erasure or overwriting. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the Bid.

13.4 Bidding Document seeks quotation following Two Bid System, in two parts. First part will be known as 'Technical Bid', and the second part 'Price Bid' as specified in clause-6 of ITB.

D. SUBMISSION OF BIDS

14. Submission of Bids

The bidder should submit their bid as per instructions given under Section II.

E. BID OPENING

15. Opening of Bids

15.1 The Tender Inviting Authority will open the Bids at the specified date and time and at the specified place as indicated in the IFB in Section-I Critical Date Sheet.

15.2 In case the specified date of Bid opening falls on 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.

15.3 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 acknowledgement letter of bid submission.

15.4 Two - Bid system will be as follows. The **Technical Bids** are to be opened in the first instance, at the prescribed time and date as indicated in IFB Critical Date Sheet.

These Bids shall be scrutinized and evaluated by the Tender Inviting Authority with reference to parameters prescribed in the Bidding Document. During the Technical Bid opening, the Bid opening official(s) will read the salient features of the Bids like brief description of the services offered, Completion period, Bid Security and any other special features of the Bids, as deemed fit by the Bid opening official(s). Thereafter, in the second stage, the Price Bids of only the Technically acceptable 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 be read out.



F. SCRUTINY AND EVALUATION OF BIDS

16. Scrutiny of Bids

16.1 The Tender Inviting Authority will examine the Bids to determine whether they are complete, whether the documents have been properly signed, stamped and whether the Technical Bids are generally in order.

16.2 Prior to the evaluation of Financial Bids, the Tender Inviting Authority will determine the substantial responsiveness of each Bid to the Bidding Document. For purposes of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the bid document.

16.3 If a Bid is not substantially responsive, it will be rejected by SAI.

17. Qualification Criteria

Bids of the Bidders, which do not meet the required Qualification Criteria prescribed in Clause 6 (A) & Section III (A), will be treated as non - responsive and will not be considered further.

18. Evaluation for total requirement - "NOT APPLICABLE"

19. Comparison of Bids and Award Criteria.

19.1 For comparison for ranking purpose for evaluation, the comparison of the responsive Bids shall be carried out on Delivery Duty Paid (DDP) at Consignee site basis (with CDEC as per clause 7.5.3)/Free Delivery at Consignee Site basis. The quoted AMC cost for subsequent three (03) years after warranty period will also be added for comparison/ranking purpose for evaluation.

19.2 For domestic goods or goods of foreign origin located within India the various prices as brought out in Para 7.5.1 and stipulated in Price Schedule in format B (I) in Section IV (B), for goods offered from abroad the various prices brought out in Para 7.5.2 and stipulated in Price Schedule format B (II) in Section IV (B) The quoted AMC cost for subsequent 03 years after warranty period will also be added for comparison / ranking purpose for evaluation.

19.3 The contract may be awarded to the lowest responsive Bidder who meets the laid down Qualification Criteria and submits the required Bid documents and accept the other terms & conditions.



19.4 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.

G. AWARD OF CONTRACT

20. SAI's Right to accept any Bid and to reject any or all Bids SAI reserves the right to accept in part or in full any Bid, or reject any or more Bid(s) without assigning any reason or 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.

Variation of Quantities at the Time of Award/ Currency of Contract

21. At the time of awarding the contract or during the currency of 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 "Schedule of Requirements" (rounded off to next whole number) without any change in the unit and other terms & conditions quoted by the Bidder. Such variation in quantity will not in any manner effect the price of the unit.

22. Notification of Award

22.1 Before expiry of the Bid validity period, SAI will notify the successful Bidder(s) in writing, by registered / speed post or by fax/ email/sms etc. (to be confirmed by registered / speed post) that its Bid for services, which have been selected by SAI, has been accepted, also briefly indicating there in the essential details like Scope of work & services, and completion period, corresponding prices accepted. The successful Bidder must furnish to SAI the required Performance Security within twenty one days from the date of despatch of this notification, failing which the bid security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided under GCC Clause 3 under Section VII.

22.2 The Notification of Award shall constitute the conclusion of the Contract.

23. Issue of Contract

23.1 Promptly after Notification of award, SAI will mail the Contract Agreement as per Section VIII (A), duly completed and signed, in duplicate, to the successful Bidder by registered / speed post.

23.2 The successful Bidder shall return the original copy of the contract, duly signed and dated, to SAI by registered/speed post within twenty eight days from the date of

issue of the contract.

23.3 The Purchaser reserves the right to issue the Notification of Award supplier wise and schedule wise.



24. Non-receipt of Performance Security and Contract by the Purchaser

Failure of the successful Bidder in providing Performance Security and /or returning contract copy duly signed in terms of ITB clauses 22 and 23 above shall make the Bidder liable for forfeiture of its bid security and, also, for further actions by SAI against it as per the relevant clause 17 of GCC – Termination of default in Section-VII and other administrative actions as deemed fit by the SAI.

25. Corrupt or Fraudulent Practices

It is required by all concerned namely the Bidders to observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the SAI: -

- (a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
- (b) will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by the SAI if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or gross/deliberate negligence in executing the contract.
- (c) SAI reserves the right not to conclude 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 & suppression of material facts shall be initiated.

SECTION – III
(A) QUALIFICATION CRITERIA



Bid Reference No.

Dated: _____

01. The Bidder must be a manufacturer or its authorized distributors/ agent

02. The bidder must satisfy the following qualification criteria –

| S.No | Qualification Criteria |
|------|---|
| 1 | Annual turnover of manufacturer/ The manufacturer/bidder should bidder (Average of last 3 years)have successfully completed (Enclose documentary evidence such contracts of having supplied sport as certificate given by the Chartered Accountant equipment of value totaling more)than Rs. 25 lakhs each year, during the last three (03) years |
| 2 | Proven past performance of bidder of satisfactory supply to sports stadia/sports academies/ sports federations/sports training centers in last 3 years. |
| 3 | The manufacturer should be manufacturing sports equipment, at least for the last three years. |
| 4 | In case bidder is not manufacturer then the bidder should be an authorized agent/distributor of the manufacturer and in business of supplying sports equipments for more than one (01) year. |

03. In support of above, the Bidder shall furnish copy of the required documents, Performance Statement is to be as per proforma in Section-III 'B',.

04. Requirement of copy of the documents as listed at Para 6 of Section II(ITB) is also a part of the qualification criteria.

05. In case technical specification and rates being equal, preference will be given to such firms having relevant ISO certification for quality assurance.

Note: The above qualification criteria and requirement of documents listed at 6.1 (A) are for general sports equipments. For sophisticated equipments and source of supply, the criteria may be stipulated as per requirement.

SECTION – III
(B) PERFORMANCE STATEMENT

(For the period of last three years)



Bid Reference No. : _____

Date of opening : _____

Name and address of the Bidder : _____

Name and address of the : _____

Manufacturer/firm/agency

| Order placed by (full address) | Order number and date | Order placed on | Description and quantity of ordered goods and services | Value of order | Date of completion o contract | | Remarks Indicating reason for delay if any | Are the goods supplied functioning satisfactorily? |
|--------------------------------|-----------------------|-----------------|--|----------------|-------------------------------|--------|--|--|
| | | | | | As per contract | Actual | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| | | | | | | | | |

Signature and seal of the Bidder

Note:

- SAI STC Thalassery reserves the right to ask the manufacturer as well as the Bidder to furnish Order copies and Satisfactory Completion Certificate from purchaser in respect of above.
- SAI STC Thalassery reserves the right to ask for a free demonstration of the quoted equipment at a pre determined place acceptable to the Purchaser for technical acceptability as per the Bid specifications, before opening of Price Bid.

To

The Centre Incharge
SAI STC Centre
Thalassery
Kerala 670101

**Ref.: Your Bidding Document No.10/SAI/TLY/ACCTS/2023-24 Tender Notice No.01/2023
Dated 22.01.2024**

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

We further confirm that, if our Bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 3, in Section - VII for due performance of the contract.

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

We agree to all terms and conditions of General Conditions of Contract as per Section-VII.

We agree to fall clause vide 21 of General Conditions of Contract as per Section VII.

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

We confirm that there is no case pending with the police or any other investigating agency (ies) against the proprietor/firm/partner or the company.

We confirm that no near relative of ours is an employee in SAI who is connected with the award and executive of the contract.

[Signature with date, name and designation]

Duly authorised to sign Bid for and on behalf of

Messrs _____

[Name & address]

(I) PRICE SCHEDULE FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED IN INDIA

| 1 | 2 | 3 | 4 | 5 | | | | | | 6 |
|----------|----------------------------|----------------|-------------------|--|-------------------------------------|--|--------------------------------|--|--|--|
| Schedule | Brief Description of Goods | Quantity (Nos) | Country of Origin | Price per unit (Rs.) | | | | | | Total price on DDP* at Purchaser's site 3X 5 (f) |
| | | | | Ex - factory/ Ex-warehouse /Ex-showroom /Off - the shelf | Excise Duty (if any) [%age & value] | Sales Tax/ CST VAT/ CENVAT (if any) [%age & value] | Packing and Forwarding charges | Inland Transportation, Insurance loading/ unloading and Incidental costs till Purchaser's site | Price on Free delivery at Purchaser's site** | |
| | | | | (a) | (b) | (c) | (d) | (e) | f=(a+b+c+d+e) | |
| | | | | | | | | | | |
| | | | | | | | | | | |

* The bidders may quote DDP final destination (Purchaser Site) as per INCOTERMS[®] 2010. However, Customs Duty Exemption certificate (CDEC) for imported sports goods/equipments as per Performa Invoice submitted in the tender will be provided 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.

** To be paid in Indian Currency (Rs.)

Total Bid price in Rupees: _____ In words: _____

The above prices quoted are for supply, installation, commissioning and onsite training for operation of equipment with warranty

period of **two (02) years** from the date of acceptance by Purchaser Delivery Period: _____ (Insert earliest

delivery period) from the date of signing of the Contract. The Time+ and Delivery Period shall be essence of Contract. Indian

Agent Name & Address (if any): _____

Indian Agency Commission - _____% of FOB (included in above quoted prices)

PAN No. of Indian Agent: _____

Signature of Bidder _____

Place: _____

Name & Designation _____

Date: _____

Business Address _____

Seal of the Bidder _____

| 1 | 2 | 3 | 4 | 5 | | | | | | 6 |
|----------|----------------------------|----------------|-------------------|--|-------------------------------------|--|------------------------------|--|--|--|
| Schedule | Brief Description of Goods | Quantity (Nos) | Country of Origin | Price per unit (Rs.) | | | | | | Total price on DDP* at Purchaser's site 3X 5 (f) |
| | | | | FOB /FCA price at port/ airport of Loading | CIP price at port/ airport of entry | Custom Duty* CDEC* will be provided by SAI | Customs Clearance & Handling | Loading/ Unloading, Inland transportation, inland Insurance and Incidental costs till Purchaser's site** | Unit Price on DDP* at Purchaser's site | |
| | | | | (a) | (b) | (c) | (d) | (e) | f=(a+b+c+d+e) | |
| | | | | | | | | | | |
| | | | | | | | | | | |

* The bidders may quote DDP final destination (Purchaser Site) as per INCOTERMS ® 2010. However, Customs Duty Exemption certificate (CDEC) for imported sports goods/equipments as per Performa Invoice submitted in the tender will be provided 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.

** To be paid in Indian Currency (Rs.)

Total Bid price in Rupees: _____ In words: _____

The above prices quoted are for supply, installation, commissioning and onsite training for operation of equipment with warranty period of **two (02) Years** from the date of acceptance by Purchaser

Delivery Period: _____ (Insert earliest delivery period) from the date of signing of the Contract. The Time+ and Delivery Period shall be essence of Contract. Indian Agent Name & Address (if any): _____

Indian Agency Commission - ___% of FOB (included in above quoted prices).

PAN No. of Indian Agent: _____

Signature of Bidder _____

Place: _____

Name & Designation _____

Date: _____

Business Address _____

Seal of the Bidder _____

Note: If there is a discrepancy between the unit price and total price the unit PRICE shall prevail

Whereas _____ (hereinafter called the "Bidder") has submitted its quotation dated _____ for the service of _____ (hereinafter called the "Bid") against the SAI SAG Thalassery Bid Reference No. _____ Know all persons by these presents that we _____ of _____ (Hereinafter called the "Bank") having our registered office at _____ are bound unto _____ (hereinafter called the "Sports Authority of India) in the sum of _____ for which payment will and truly to be made to the said SAI SAG Thalassery, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____. The conditions of this obligation are:

- 1) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this Bid.
- 2) If the Bidder having been notified of the acceptance of his Bid by the Sports Authority of India during the period of its validity:-
 - a. Fails or refuses to furnish the performance security for the due performance of the contract.
 - Or
 - b. Fails or refuses to accept/execute the contract.

We undertake to pay the Sports Authority of India up to the above amount upon receipt of its first written demand, without the Sports Authority of India having to substantiate its demand, provided that in its demand the Sports Authority of India will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s). This guarantee will remain in force for a period of forty-five days after the period of Bid validity of _____ days i.e. for _____ days (_____ days + 45 days) from the date of Bid Opening and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorised officer of the Bank)
Name and designation of the officer

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

SECTION –IV
(D) MANUFACTURER’S AUTHORISATION FORM



To
The Centre Incharge
SAI STC Training centre
Thalassery 670 101

Dear Sirs,

Ref. Your Bidding Reference No _____, dated _____

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

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

We also hereby extend our full warranty of _____ from acceptance of goods by Purchaser as per Clause 11 of General Conditions of Contract. We further confirm that we shall continue to supply spare parts, software up-gradation for 03 years after guarantee/warranty.

Yours faithfully,

[Signature with date, name and designation]
For and on behalf of Messrs _____
[Name & address of the manufacturers]

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

SECTION – IV



(E) NEFT MANDATE FORM

From: M/s. _____

Date: _____

To
The Centre Incharge
SAI STC Training Centre
Thalassery 670 101

Sub: NEFT PAYMENTS

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

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATE FORM

| | |
|--------------------------------|--|
| Name of City | |
| Bank Code No. | |
| Bank 's name | |
| Branch Address | |
| Branch Telephone / Fax no. | |
| Supplier's Account No. | |
| Type of Account | |
| IFSC code for NEFT | |
| IFSC code for RTGS | |
| Supplier's name as per Account | |

Telephone no. of supplier

Supplier's E-mail ID.

[Signature with date, name and designation]

For and on behalf of Messrs _____

[Name & address of the manufacturers]

Confirmed by Bank:
Enclose a copy of Crossed Cheque

PART-2

SUPPLY REQUIREMENTS

SECTION – V

Schedule of Requirements

Part I:

1. FENCING EQUIPMENT

| SL. No. | DESCRIPTION OF THE ITEM | QUANTITY |
|---------|---|----------|
| | FENCING PISTE | |
| 1 | 18 M Long 1.6 to 2.00 M FIE approved Bret making of aluminium FIE equipment homologation 1.6 to 2 Mtr | 01 SET |

Note:

1. Installation Commissioning & onsite training for operation of equipment, wherever applicable, shall be provided by the supplier free of cost.
2. Equipment/items should conform to FDA/CE quality standards wherever applicable.
3. Bidders are requested to quote rates for _____) years AMC after expiry of _____ years warranty wherever required.
4. Software up-gradation, if any, during the Guarantee/Warranty shall be provided by the Supplier free of cost.

Part II: Required Delivery Schedule:

a) For domestics goods or goods of foreign origin located in India

Stores are required within..... days from date of signing of contract. However, the Bidders may quote their earliest delivery period from the date of signing of Contract. 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.

b) For goods to be Imported from abroad with terms of delivery of DDP Purchaser site Incoterms® 2010.

Stores are required within..... days from date of signing of contract. However, the Bidders may quote their earliest Delivery Period from the date of opening of L/C as per Contract till delivery of goods to Consignee site. 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:



a) For domestic goods or goods of foreign origin located in India

Free Delivery at Consignee Site.

b) For goods to be imported from abroad

The foreign Bidders are required to quote their rates on DDP at Consignee site basis as per Inco terms ® 2010 giving breakup of the price as per the Proforma prescribed in the Price Schedule in section IV. However Customs Duty Exemption Certificate (CDEC) for imported sports goods/equipments as per Performa Invoice submitted in the tender will be provided by Sports Authority of India as per Govt. Of India

Notification No. 146/94-Customs dated 13.07.1994 read with Notification No. 5/2010-Customs dated 19.01.2010, amended from time to time.

Part-IV: Consignee Details:

**Designation of the Office
with Address**

Tel.: _____ **/Fax:** _____

E-mail: _____

SECTION – VI

TECHNICAL SPECIFICATIONS

SECTION – VI
TECHNICAL SPECIFICATIONS

| SL. No. | ITEM | SPECIFICATION | QUANTITY |
|----------------|--------------------------------|---|-----------------|
| (i) | (ii) | (iii) | (iv) |
| 1 | ALIMINIUM FENCING PISTE | 18 M Long 1.6 to 2.00 M FIE approved Bret making of aluminium FIE equipment homologation 1.6 to 2 Mtr | 01 SET |
| | | | |

PART-3
CONTRACT

SECTION–VII GENERAL CONDITIONS OF CONTRACT



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.

2. Country of Origin

The word “origin” incorporated in this clause means the place from where the goods are manufactured, produced or processed.

3. Performance Security

- 3.1 Within twenty eight (28) days from date of the issue of Notification of Award by the purchaser, the supplier, shall furnish performance security to the Purchaser for an amount equal to five percent (5%) of the total value of the contract, valid up to sixty days after warranty period _____ from the date of acceptance of the goods by the consignee.
- 3.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in Section VIII (B) of this document in favour of the purchaser.
- 3.3 In the event of any amendment issued to the contract, regarding extension of Delivery Period, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 3.4 The Purchaser will release the Performance Security without any interest to the supplier on successful completion of the supplier’s all contractual obligations including the warranty obligations.

4. Technical Specifications and Standards

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.

5. Packing and Marking

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.

6. Inspection, Testing and Quality Control

6.1 The Contractor should satisfy himself that the stores 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 before actually delivering the same to the consignee.

6.2 In normal course the Stores 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 -11 of GCC.

6.3 The Purchaser and/or its nominated representative(s) will, 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).

6.4 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.

6.5 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.

- 6.6 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 and other formalities 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.
- 6.7 The purchaser's/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.

7. Terms of Delivery

Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract.

8. Insurance:

- 8.1 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:
- i) Wherever necessary, the goods supplied under the contract shall be fully insured in a freely convertible currency in the manner specified in the contract. If considered necessary, the insurance may be done for coverage on "all risks" basis including war risks and strike clauses. The amount to be covered under insurance should be sufficient to take care of the overall expenditure, which may be incurred due to any such damage, loss etc.
 - ii) where delivery of imported goods offered from abroad is required by the Purchaser on CIF/CIP/DDP basis, the supplier shall arrange for

insurance for an amount equal to one hundred and ten percent of the CIF or CIP value of the goods from “warehouse to warehouse” (final destination) on “all risks” basis including war risks and strikes and pay for the insurance, making the Purchaser as the beneficiary.

- iii) The Insurance related to Terms & Conditions of Contract will be as per INCOTERMS 2010.

9. Incidental services:

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.

- i) Installation and Demonstration of the goods
- ii) On Site Training of Purchaser’s Staff.
- iii) Supplying required number of operation & maintenance manual for the goods

10. Despatch Documents for Goods Imported from abroad:

10.1 The supplier shall send all the relevant despatch documents well in time to the Purchaser to enable the Purchaser clear or receive (as the case may be) the goods in terms of the contract.

10.2 Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents/information to them by registered post / speed post (or as instructed in the contract):

- (i) Four copies of supplier’s invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original negotiable clean on-board Bill of Lading/ Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Insurance Certificate;
- (v) Manufacturer’s/Supplier’s warranty certificate;
- (vi) Manufacturer’s own factory inspection report;
- (vii) Certificate of origin
- (viii) Name of Port of Loading;
- (ix) Name of Port of Discharge and
- (x) Expected date of arrival.

11. Warranty

11.1 The supplier warrants comprehensively that the goods supplied under the contract is 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.

11.2 This warranty shall remain valid for..... Years after the goods have been delivered at the final destination and accepted by the Purchaser in terms of the contract.

11.3 The supplier shall, promptly repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination on site. 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.

11.4 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.

11.5 Supplier shall carry sufficient inventories 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.

11.6 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.

12. Prices

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.

13. Taxes, Duties and Octroi.

13.1 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

13.2 Octroi Duty, Local Duties & Terminal Taxes etc.:

Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, octroi 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 supplier should forward the receipt obtained for such payment to the Purchaser to enable the Purchaser reimburse the supplier and take other necessary action in the matter.

14. Terms and Mode of Payment

14.1 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:

I) **Payment for Domestic Goods or Goods of Foreign Origin located in India.**

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

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

- (i) Supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Inspection & Acceptance Certificate, as per Section VIII (C) in original issued by the authorized representative of the consignee;

(iii) Packing list identifying contents of each package;

II) Payment for Imported Goods on DDP terms:

Payment for foreign currency portion shall be made in the currency as specified in the contract in the following manner:

a) On Shipment:

Eighty Five (85)% of the net CIF/CIP/DDP price (CIF/CIP/DDP price less Indian Agency commission) of the goods dispatched shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country and upon submission of documents specified hereunder:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original negotiable clean on-board Bill of Lading/ Airway Bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway Bill;
- (iii) Four Copies of Packing List identifying contents of each package;
- (iv) Manufacturer's warranty certificate;
- (v) Inspection certificate issued by the nominated inspection agency, if applicable as per contract;
- (vi) Manufacturer's own factory Inspection Report;
- (vii) Certificate of origin by the chamber of commerce of the concerned country;
- (viii) Insurance Certificate.

The above documents shall also be received by the Purchaser promptly before arrival of goods at the Port/Airport of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

b) On Acceptance:

Balance Fifteen (15)% payment would be made against 'Final Inspection and Acceptance Certificate' of goods after installation & commissioning, issued by the consignee, through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any.

c) Payment of Indian Agency Commission:

Indian Agency Commission will be paid to the Foreign Principal's Indian Agent in the local currency for an amount in Indian Rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on

the date of Contract as on website of RBI.) and shall not be subject to further escalation / exchange variation. Payment shall be made in Indian Rupees to the Indian Agent after receipt of “Inspection and Acceptance Certificate’ from the consignee.



14.2 Payment for Annual Maintenance Contract Charges:

The Purchaser/Consignee will enter into Annual Maintenance Contract with the supplier at the rates as stipulated in the Contract. The payment of AMC charges will be made on yearly basis after satisfactory completion of said period, duly certified by the consignee. An UPTIME warranty of 95% during the AMC should be provided. Down time above 5% per year will extend the warranty period and AMC 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 AMC period.

14.3 The supplier shall not claim any interest on payments under the contract.

14.4 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.

14.5 Irrevocable & non – transferable LC shall be opened by the Sports Authority of India. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/ or amended for reasons not attributable to the purchaser/ consignee, the charges thereof shall be borne by the supplier. However, if the LC is amended to make LC as per Contract the charges thereof shall be borne by the purchaser.

14.6 The payment shall be made in the currency / currencies authorised in the contract.

14.7 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.

14.8 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 (E).

14.9 The Letter of Credit will be opened consignee/destination wise if specifically desired by the supplier. The Letter of Credit charges will be borne by the purchaser as specified in clause 14.5 of the Bidding Document.

15. Delay in the supplier's performance.

15.1 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.

15.2 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.

15.3 Subject to the provision of Force Majeure under GCC clause 19, any unexcused 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 sanctions:

- (i) Imposition of Liquidated Damages,
- (ii) Forfeiture of its Performance Security and
- (iii) Termination of the Contract for default.

15.4 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.

15.5 When the period of delivery is extended by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:

- (a) The Purchaser shall recover from the supplier, under the provisions of the clause 16 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.

- (b) 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 customs duty, excise duty, sales tax/CST/VAT/CENVAT, Service Tax and Works Contract Tax or on account of any other tax or duty 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.
- But nevertheless, the Purchaser shall be entitled to the benefit of
- (c) any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/ CST/VAT/CENVAT, 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.

15.6 The supplier shall not despatch 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.

16. Liquidated damages

Subject to the provision of Force Majeure under GCC clause 19, 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.

17. Termination for default

17.1 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 pursuant to GCC sub-clauses 15.3 and 15.4.

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

18. Termination for insolvency

If the supplier becomes bankrupt or otherwise insolvent, the Purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, 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.

19. Force Majeure

19.1 Not with standing the provisions contained in GCC clauses 16,17 and 18, 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.

19.2 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.

19.3 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.

19.4 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.

19.5 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 subparagraphs.

20. Termination for convenience

20.1 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 interalia, 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.

20.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser may decide:

- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
- b) To cancel the remaining portion of the goods and services.

21. Fall Clause

- a) 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.
- b) 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 and in case of running contract such differential price shall be adjusted from the invoice/or any amount due to the supplier.

22. With holding and lien in respect of sums claimed

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Purchaser shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, the Purchaser shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Purchaser shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at anytime thereafter may become payable to the 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 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.

23. Resolution of disputes

23.1 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.

23.2 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/ 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.

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

23.4 The courts of Trivandrum will have the exclusive jurisdiction to try the disputes.

24. Applicable Law

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

SECTION – VIII
(A) CONTRACT AGREEMENT CONTRACT FORM
FOR SUPPLY of SPORTS EQUIPMENT
SPORTS AUTHORITY OF INDIA

Contract No _____
Dated _____

This is in continuation to this office’s Notification of Award
No _____ dated _____

1. Name & address of the Supplier: _____
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 contract:
 - (i) General Conditions of Contract;
 - (ii) Schedule of Requirements;
 - (iii) Technical Specifications;
 - (iv) Bid Form furnished by the supplier;
 - (v) Price Schedule(s) furnished by the supplier in its Bid;
 - (vi) Manufacturers’ Authorisation Form (if applicable for this Bid);
 - (vii) Purchaser’s Notification of Award
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 | Quantity to be supplied | Total price | Terms of delivery |
|-------------|----------------------------|-----------------|------------|-------------------------|-------------|-------------------|
| | | | | | | |

Any other additional services (if applicable) and cost thereof: _____
Total value (in figures) _____ (In words) _____

- (ii) Delivery schedule:
- iii) Details of Performance Security:
- (iv) Consignee:
- (v) Warranty Period:
- (vi) Payment terms:



**(Signature, name and address
of the purchaser's authorised official)**
For and on behalf of _____
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 manufacturers]
(Seal of the supplier)

Date: _____

Place: _____

SECTION – VIII
(B) BANK GUARANTEE FORM FOR PERFORMANCE
SECURITY



To

Sports Authority of India,

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: [insert date (as day, month, and year) of Notification of Award]
and Contract No. _____

Bank's Branch or Office: [insert complete name of Guarantor]

Beneficiary: Sports Authority of India,

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number]

We have been informed that [insert complete name of Supplier] (hereinafter called "the Supplier") has entered into Contract No. [insert number] dated [insert day and month], [insert year] with you, for the supply of [description of Goods and related Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding [insert amount(s) in figures and words] upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the [insert number] day of [insert month] [insert year], and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[Signatures of authorized representatives of the bank and the Supplier]

SECTION – VIII
(C) INSPECTION & ACCEPTANCE CERTIFICATE

Certified that the following store(s) has/ have been received in full & good condition as per the contract specifications and terms & conditions of contract. The equipment has been installed and commissioned and onsite training for operation of equipment has been provided by the supplier free of cost:

- 1) Contract No. & Date : _____
- 2) Supplier's Name & Address : _____
- 3) Consignee : _____
- 4) Name of the item supplied : _____
- 5) Quantity Supplied & Received : _____
- 6) Date of Receipt by the Consignee : _____
- 7) Damages/Shortages/Recoveries : _____
- 8) Remarks, if any : _____
- 9) Ledger Entry Details : _____

(_____) (_____) (_____)

Signatures of Inspection & Acceptance Committee Members Counter signed by
Head of the Centre

Date: _____

Place: _____

(Seal)