

**SPORTS AUTHORITY OF INDIA**  
**JAWAHARLAL NEHRU STADIUM COMPLEX,**  
**GATE NO.10 (East Gate), LODHI ROAD, NEW DELHI-110003.**  
**(Next to MTNL Building)**

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Website: <http://sportsauthorityofindia.nic.in/>

**Bidding Document**  
**For**  
**Conditioning Eqpt & Multi-Gym Equipment**  
**for Dr. SPMSPC**

**Bid Reference No. SAI/2(6)/ES/Cond. Eqpt/  
2014-15/IFB-037**

**Dated: 23.04.2015**

Date & Time for sale of Bidding Document: From 23.04.2014 (1030 hrs. to 1300 hrs. & 1400 hrs. to 1630 hrs.) to 22.05.2015 upto 1300 hrs.

Place of sale of Bidding Document: Sports Authority of India, Jawaharlal Nehru Stadium Complex, Gate No.10 (East Gate), Lodhi Road, New Delhi-110003 (next to MTNL Building).

Place of receipt of Bid: To be dropped in Tender Box, placed Reception Counter, Sports Authority of India, Jawaharlal Nehru Stadium, Complex, Gate No.10 (East Gate), Lodhi Road, New Delhi-110003.

Closing date and time for receipt of Bid: 22.05.2015 at 1430 hrs.

Date and Time of opening of Techno-Commercial Bid: 22.05.2015 at 1500 hrs.

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**PART-1**

**BIDDING DOCUMENTS**

## SECTION I

**SPORTS AUTHORITY OF INDIA  
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Fax: +91-11-24362738; Website: <http://sportsauthorityofindia.nic.in/www.eprocure.gov.in>

Bid Reference No.: SAI/2(6)/ES/Cond.Eqpt./2014-15/IFB- 037

Dated: 23.04.2015

### **INVITATION FOR BID (IFB)**

1. Sports Authority of India, for and on behalf of the Director General, Sports Authority of India, invites sealed Bids for supply of following Indigenous Sports Goods (Conditioning & Multi-Gym Equipment):

S.No.	Brief Description of Goods	Quantity (Nos.)	Amt. of Earnest Money	Cost of Tender Document
1.	Butterfly: [Seated Chest Press (Pectoral Group of Muscles)]	02	Rs. 22,000/-	Rs. 250/-
2.	High Pulley (Cable Pulleys): [Compact size with possibility of upper hand lower movements]	02		
3.	Wall Bars: [Timber Wood, 40 mm thickness, oval shape and 14 pieces on each wall bar]	05		
4.	Free Weight Multi-Gym (11 Stations):			
(i).	Abbs Toner	01		
(ii).	Lower Body Toner	01		
(iii).	Upper Body Toner	01		
(iv).	Middle Body Toner	01		
(v).	Shoulder Press	01		
(vi).	Torso Mobilizer	01		
(vii).	Air Walker	01		
(viii).	Rowing	01		
(ix).	Twister	01		
(x).	Cross Trainer	01		
(xi).	Stationery Cycle	01		

**2. Bidding Schedule:**

- (i). Date & Time for sale of Bidding Document : From 23.04.2015 (1030 hrs. to 1300 hrs. and 1400 hrs. to 1630 hrs.) to 22.05.2015 upto 1300 hrs.
- (ii). Place of sale of Bidding Document : Sports Authority of India, Jawaharlal Nehru Stadium Complex, Gate No.10 (East Gate), Lodhi Road, New Delhi-110003 (next to MTNL Building).

- (iii). Place of receipt of Bid : To be dropped in Tender Box, placed at Reception Counter, Sports Authority of India, Jawaharlal Nehru Stadium, Complex, Gate No.10 (East Gate), Lodhi Road, New Delhi-110003 (next to MTNL Building).
- (iv). Closing date and time for receipt of Bid : 22.05.2015 at 1430 hrs.
- (v). Date and Time of Opening of Techno Commercial Bid : 22.05.2015 at 1500 hrs.
3. Bidding Documents may be purchased on payment of non-refundable cost as tabulated above in the form of account payee Demand Draft/Pay Order/Cashier's Cheque/Banker's Cheque, drawn in favour of "Secretary, Sports Authority of India", payable at "New Delhi".
4. If requested, the Bidding Documents can be mailed by Registered Post/Speed Post to the domestic Bidders, for which extra expenditure per set will be Rs.100/- towards postage charges. The Bidder is to add the applicable postage cost in the non-refundable cost mentioned in Para 3 above.
5. Bidder may also download the Bidding Documents from the SAI website [www.sportauthorityofindia.nic.in](http://www.sportauthorityofindia.nic.in) & CPPP of Govt. of India i.e. [www.eprocure.gov.in](http://www.eprocure.gov.in) and submit its Bid by utilizing the downloaded document, along with the required non-refundable fee as mentioned in Para 3 above.
6. Bidders shall ensure that their Bids, complete in all respect, are dropped in the Tender Box placed in the office of Director (ES), Sports Authority of India, Jawaharlal Nehru Stadium Complex, Gate No.-10 (East Gate), Lodhi Road, New Delhi-110003 on or before the closing date and time as indicated in the Para-2 above, failing which the Bids will be treated as late and rejected.
7. In the event of any of the above mentioned dates being declared as a holiday / closed day for the Purchaser, the Bids will be received/opened on the next working day at the appointed time.
8. The Bidding Document is not transferable.
9. Bid once made cannot be altered & revoked.

**(Sanjay Saraswat)**  
**Director (ES)**  
**For and on behalf of**  
**Director General, Sports Authority of India.**

M/s. \_\_\_\_\_

## SECTION - II

### INSTRUCTIONS TO BIDDERS (ITB)

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## SECTION - II INSTRUCTIONS TO BIDDERS (ITB)

### A. PREAMBLE

#### 1. Introduction

- 1.1 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.
- 1.2 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 purchaser for receipt and opening as well as scrutiny and evaluation of Bids and subsequent placement of Contract.
- 1.3 Before formulating the Bid and submitting the same to the purchaser, 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 this Bidding Document may result in rejection of its Bid.

#### 2. Language of Bid

- 2.1 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 an English translation and, for purposes of interpretation of the Bid, the English translation shall prevail.

### B. BIDDING DOCUMENTS

#### 3. Content of Bidding Documents

- 3.1 In addition to Section I - "Invitation for Bid" (IFB), the Bidding Documents include:
  - Section II - Instructions to Bidders (ITB)
  - Section III - Qualification Criteria & Performance Statement
  - Section IV - Bidding Forms
  - Section V - Schedule of Requirements (SOR)
  - Section VI - Technical Specifications
  - Section VII - General Conditions of Contract (GCC)
  - Section VIII - Contract Forms

#### **4. Amendments to Bidding Documents**

- 4.1 At any time prior to the deadline for submission of Bids, the purchaser may, for any reason deemed fit by it, 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: <http://sportsauthorityofindia.nic.in> and CPP Portal of Government of India i.e. [www.eprocure.gov.in](http://www.eprocure.gov.in) only.
- 4.3. Prospective bidders are advised in their own interest to visit our website for any amendment etc. before submitting their 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 purchaser in writing. The purchaser will respond in writing to such request provided the same is received by the purchaser 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. “Techno – Commercial Bid” and “Price Bid” prepared by the Bidder shall comprise the following:

A) **Techno – Commercial Bid (Un priced Bid):**

- i) Bid Security furnished in accordance with ITB clause 12.
- ii) Bid Submission Form as per Section IV (A).
- iii) Power of Attorney in favour of signatory of Bidding Documents
- iv) Bidder/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer’s Authorisation Form as per Section IV (D).
- v) The technical specification of quoted goods alongwith relevant documents like technical data, literature, drawing etc.
- vi) The clause-by-clause commentary on the technical specifications in the Bidding Document vis-a-vis of quoted goods, clearly stating compliance or any variance.
- vii) Performance Statement as per Form in Section III – B.
- viii) Certificate of Incorporation of Bidder.
- ix) National Electronic Fund transfer (NEFT) Form as per Section IV (E) for payment in Indian Rupee, if applicable.
- x) Complete Bid Document duly signed on all pages.

**B) Price Bid:**

- 6.1 Price Schedule(s) as per Form given in Section IV (B) filled up with all the details including Make, Model etc. of the goods offered. 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.
- 6.2 All pages of the Bid should be page numbered and indexed.
- 6.3 The authorized signatory of the Bidder must sign the Bid duly stamped at appropriate places and initial all the remaining pages of the Bid.
- 6.4 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.
- 6.5 Bid sent by e-mail/fax/telex/cable/electronically shall be ignored.
- 6.6 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) alongwith their offers, if not already executed in SAI. Notification of Award will not be issued without NEFT Mandate Form.

**7. Bid Currencies**

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

**8 Bid Prices**

- 8.1 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.
- 8.2 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).
- 8.3 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
- 8.4 Additional information and instruction on Duties and Taxes:
  - 8.4.1 If the Bidder desires to ask for Excise Duty, Sales Tax/CST / VAT/ CENVAT, Custom Duty, Service Tax, Works Contract Tax 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.
  - 8.4.2 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.

#### **8.4.3 Customs Duty: Not Applicable**

8.5 The need for indication of all such price components by the Bidders, as required in this clause (viz., ITB clause 8) 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.

#### **9. Firm Price**

9.1 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.

9.2 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in ITB Clause 8 will apply.

#### **10. Alternative Bids**

10.1 Alternative Bids which are not meeting the Bid specifications, are not permitted and will be rejected.

10.2 However the Bidders can quote alternate models meeting the Bid specifications of same or different manufacturer with single Bid Security. In case Bidder quotes alternative models of different manufacturers, Manufacturer's Authorization Form as per Section-IV(D) is required for each manufacturer.

#### **11 Documents Establishing Bidder's Eligibility and Qualifications**

11.1 Pursuant to ITB clause 6, 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.

11.2 The documentary evidence needed to establish the Bidder's qualifications shall fulfil 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 letter to this effect as per the standard form provided under Section IV in this document.
- b) The Bidder and manufacturer meet the Qualification Criteria incorporated in the Section III.

## **12. Bid Security**

- 12.1 The Bidder shall furnish along with its Bid, Bid Security for amount as shown in the IFB in Section I. The Bid Security is required to protect the purchaser against the risk of the Bidder's unwarranted conduct as amplified under sub-clause 12.7 below. Non submission of bid security will be considered as major deviation and bid will not be considered.
- 12.2 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.
- 12.3 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
- 12.4 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 "Secretary, Sports Authority of India", payable at "New Delhi". In case of Bank Guarantee, the same is to be provided from any commercial bank in India or country of the Bidder as per the format specified under Section IV (C) of Bid Documents.
- 12.5 The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the Bid. As validity period of Bid as per Clause 13 of ITB is 180 days, the Bid Security shall be valid for 225 days from Techno - Commercial Bid opening date.
- 12.6 Unsuccessful Bidders' Bid Security will be returned to them without any interest, after expiry of the Bid validity period, but not later than forty-five 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.
- 12.7 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 purchaser. The successful Bidder's Bid Security will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required Performance Security within the specified period.

## **13. Bid Validity**

- 13.1 The Bid shall remain valid for acceptance for a period of 180 days (One Hundred and Eighty 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.
- 13.2 In exceptional cases, the Bidders may be requested by the purchaser 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.

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

#### **14. Signing and Sealing of Bid**

14.1 The Bidders shall submit their Bids as per the instructions contained in ITB Clause 6.

14.2 Bid shall either be typed or written in 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.

14.3 The Bid shall be duly signed at the appropriate places as indicated in the Bidding Documents and all other pages of the Bid. The Bid shall not contain any erasure or overwriting, except as necessary to correct any error made by the Bidder and, if there is any such correction; the person signing the Bid shall initial the same. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the Bid.

14.4 The Bidder shall submit two copies of its Bid marking them as "Original" and "Duplicate". Duplicate Bid shall contain all pages as per in Original Bid.

14.5 Bidding Document seeks quotation following **Two Bid System**, in two parts. First part will be known as '**Techno - Commercial Bid**', and the second part '**Price Bid**' as specified in clause 6 of ITB. Bidder shall seal Original and Duplicate copies of '**Techno - Commercial Bid**' and put them in a cover super scribing '**Techno - Commercial Bid**'. Bidder will seal Original and Duplicate copies of '**Price Bid**', and put them in a cover super scribed '**Price Bid**'. "**Bid reference number**" may be written on both these sealed covers. Both these sealed covers shall be put in a big cover super scribing and writing the "**Bid reference number**" and the address of the SAI on the envelopes. The sentence "**NOT TO BE OPENED before \_\_\_\_\_**" (The Bidder is to put the date & time of Bid opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, the SAI will not assume any responsibility for its misplacement, premature opening or late opening etc.**D.**

### **SUBMISSION OF BIDS**

#### **15. Submission of Bids**

15.1 Unless otherwise specified, the Bidders are to deposit the Bids in the Tender Box kept for this purpose at a place as indicated in the IFB in Section-I.

15.2 The Bidders must ensure that they deposit their Bids not later than the closing time and date specified for submission of Bids. It is the responsibility of the Bidder to ensure that their Bids whether sent by post or by courier or by person, are dropped in the Tender Box by the specified clearing date and time. In the event of the specified date for submission of Bids falls on or is subsequently declared a holiday or closed day for the purchaser, the Bids will be received up to the appointed time on the next working day.

## **16. Late Bid**

A Bid, which is received after the specified date and time for receipt of Bids will be treated as "Late" Bid and will be rejected out rightly.

## **E. BID OPENING**

### **17. Opening of Bids**

- 17.1 The purchaser will open the Techno Commercial Bids at the specified date and time and at the specified place as indicated in the IFB in Section-I.
- 17.2 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.
- 17.3 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.
- 17.4 Two - Bid system as mentioned in Para 6 and 14 above will be as follows. The **Techno - Commercial Bids** are to be opened in the first instance, at the prescribed time and date as indicated in IFB. These Bids shall be scrutinized and evaluated by the Purchaser with reference to parameters prescribed in the Bidding Document. During the Techno - Commercial Bid opening, the Bid opening official(s) will read the salient features of the Bids like brief description of the goods offered, Delivery 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 Techno - Commercially 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 Techno - Commercial Bid. The prices, special discount if any of the goods offered etc., as deemed fit by Bid opening official(s) will be read out.

## **F. SCRUTINY AND EVALUATION OF BIDS**

### **18. Preliminary Scrutiny of Bids**

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

### **19. Qualification Criteria**

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

- 20. Conversion of Bid currencies to Indian Rupees – “Not Applicable”.**
- 21. Comparison of Bids and Award Criteria.**
- 21.1 For comparison for ranking purpose for evaluation, the comparison of the responsive Bids shall be carried out on free delivery at consignee site basis.
- 21.2 The Contract may be awarded to the lowest responsive Bidder who meets the laid down Qualification Criteria in the Bid documents.
- 21.3 The Purchaser reserves the right to give the price preference/purchase preference as per the Govt. instructions in vogue while evaluating, comparing and ranking the responsive Bids. The Bidders claiming the same should enclose the concerned Notification of Govt. of India alongwith other relevant documents so as to establish their claim for such preferences.

## **G. AWARD OF CONTRACT**

**22. Purchaser’s Right to accept any Bid and to reject any or all Bids**

The purchaser 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.

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

At the time of awarding the Contract or during the currency of the Contract, the purchaser reserves the right to increase or decrease by upto 25%(25 percent), of the quantity of goods and services mentioned in the “Schedule of Requirements” rounded off to next whole number, without any change in the unit price and other terms & conditions quoted by the Bidder.

**24. Notification of Award**

- 24.1 Before expiry of the Bid validity period, the purchaser will notify the successful Bidder(s) in writing, by registered / speed post or by fax/ email (to be confirmed by registered / speed post) that its Bid for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, quantity of the goods & services, and delivery period, corresponding prices accepted. The successful Bidder must furnish to the purchaser the required Performance Security within twenty eight 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.
- 24.2 The Notification of Award shall constitute the conclusion of the Contract.

**25. Issue of Contract**

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

- 25.2 The successful Bidder shall return the original copy of the Contract, duly signed and dated, to the purchaser by registered/speed post so as to reach within twenty eight days from the date of issue of the Contract.
- 25.3 The purchaser reserves the right to issue the Notification of Award consignee wise and schedule wise.

**26. 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 24 and 25 above 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 17 of GCC - Termination of default in Section VII.

**27. Corrupt or Fraudulent Practices**

It is required by all concerned namely the Consignee/Bidders/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Purchaser: -

- (a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the Contract in question;
- (b) will declare a firm ineligible or blacklist, either indefinitely or 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 or gross/deliberate negligence in competing for, or in executing the contract.
- (c) 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 & suppression of material facts shall be initiated.

**SECTION - III**  
**QUALIFICATION CRITERIA & PERFORMANCE STATEMENT**

**(A) QUALIFICATION CRITERIA**

**Bid Reference No.: SAI/2(6)/ES/Cond. Eqpt/ 2014-15/IFB-037**

01. The Bidder must be a Manufacturer or its exclusive Authorized Agent.

02.

Sl. No.	Qualification Criteria	
1.	Proven past performance of Bidder of supplying satisfactory to Sports Stadia/ Sports Academies/ Sports Federations/ Sports Training Centres/any Institutions in last 01 year.	<b>The bidder should have successfully completed contracts of having supplied the conditioning / fitness equipment totalling more than Rs.10 Lakhs p.a., details to be enclosed</b>
2.	In case Bidder is not manufacturer then the Bidder should be an exclusive authorized agent of the manufacturer.	

03. In support of above, the Bidder shall furnish required documents, Performance Statement as per Pro-forma in Section-B.

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

[For the period of last one (01) year]

Bid Reference No. : \_\_\_\_\_

Date 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	Order placed on	Description and quantity of ordered goods and services	Value of order	Date of completion of Contract		Remarks indicating reasons 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:**

1. Purchaser reserves the right to ask the manufacturer as well as the Bidder to furnish Order copies and satisfactory Consignee Certificate in respect of above.
2. The Purchaser 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 the opening of the Price Bid.

## SECTION - IV

### (A) BID SUBMISSION FORM

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

To

Sports Authority of India  
Jawaharlal Nehru Stadium Complex,  
Gate No.10, Lodhi Road,  
New Delhi-110003

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

We, the undersigned have examined the above mentioned Bidding Document, including amendment/corrigendum No. \_\_\_\_\_, dated \_\_\_\_\_ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver "Conditioning 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 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. 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 clause Fall Clause at S. No. 21 of General Conditions of Contract as per Section VII.

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

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

We confirm that we are competent to contract and 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) PRICE SCHEDULE**

Sl.No	Brief Description of Item	Quantity (Nos.)	Price Per Unit (Inclusive of Excise Duty etc. on free delivery to consignee basis) (Rs.)	Sales Tax/CST/VAT/CENVAT (if any ) [%age & value] (Rs.)	Total Price on free delivery at consignee's site (Rs.)
1	2	3	4	5	6

Total Bid price in Rupees: \_\_\_\_\_

In words: \_\_\_\_\_

The above prices quoted are with warranty period of two (02) years from the date of acceptance by Consignee

Delivery Period: \_\_\_\_\_ (Insert delivery period) from the date of signing of the Contract. Date of delivery will be essence of contract. Bidders are advised to indicate minimum guaranteed delivery period from the date of signing of the Contract.

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

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

Signature of Bidder \_\_\_\_\_

Name & Designation \_\_\_\_\_

Business Address \_\_\_\_\_

Seal of the Bidder \_\_\_\_\_

**Note: -**

1. If there is a discrepancy between the unit price and total price, the unit PRICE shall prevail.
2. Prices under Column 4 to be quoted all inclusive except for ST/VAT etc.

**SECTION – IV**  
**(C) BANK GUARANTEE FORM FOR BID SECURITY**

Whereas \_\_\_\_\_ (hereinafter called the “Bidder”) has submitted its quotation dated \_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called the “Bid”) against the purchaser’s Bid Reference No. \_\_\_\_\_ Know all persons by these presents that we \_\_\_\_\_ of \_\_\_\_\_ (Hereinafter called the “Bank”) having our registered office at \_\_\_\_\_ are bound unto \_\_\_\_\_ (hereinafter called the “Purchaser) in the sum of \_\_\_\_\_ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. The conditions of this obligation are:

- (1) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this Bid.
- (2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of its validity:-
  - a) fails or refuses to furnish the performance security for the due performance of the contract.

*Or*

  - b) fails or refuses to accept/execute the contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty-five days after the period of Bid validity of 180 days i.e. for 225 days (180 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

Sports Authority of India  
Jawaharlal Nehru Stadium Complex,  
Gate No.10, Lodhi Road, NEW DELHI-110003

Dear Sirs,

Ref. Your Bidding Reference No \_\_\_\_\_, dated \_\_\_\_\_

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

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

We also hereby extend our full warranty of two (02) years from acceptance of goods by Purchaser as per Clause 11 of General Conditions of Contract.

Yours faithfully,

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

[Name & address of the manufacturers]

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

2. Original letter may be enclosed.

**SECTION – IV**  
**(E) NEFT MANDATE FORM**

From: M/s. \_\_\_\_\_

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

To

Executive Director (Finance)  
Sports Authority of India,  
New Delhi.

**Sub: NEFT PAYMENTS**

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

**NATIONAL ELECTRONIC FUNDS TRANSFER MANDATAE FORM**

<b>Name of City</b>	
<b>Bank Code No.</b>	
<b>Bank 's name</b>	
<b>Branch Address</b>	
<b>Branch Telephone / Fax no.</b>	
<b>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 manufacturers]

Confirmed by Bank:

Enclose a copy of Crossed Cheque

**PART-2**

**SUPPLY REQUIREMENTS**

**SECTION - V**  
**SCHEDULE OF REQUIREMENTS**

**Part - I**

S.No.	Brief Description of Goods (As per Technical Specifications in Section-VI)	Quantity (Nos.)
1.	<b>Butterfly:</b> [Seated Chest Press (Pectoral Group of Muscles)]	02
2.	<b>High Pulley (Cable Pulleys):</b> [Compact size with possibility of upper hand lower movements]	02
3.	<b>Wall Bars:</b> [Timber Wood (Teak), 40 mm thickness, oval shape and 14 pieces on each wall bar]	05
4.	<b>Free Weight Multi-Gym (11 Stations):</b>	
(i).	Abbs Toner	01
(ii).	Lower Body Toner	01
(iii).	Upper Body Toner	01
(iv).	Middle Body Toner	01
(v).	Shoulder Press	01
(vi).	Torso Mobilizer	01
(vii).	Air Walker	01
(viii).	Rowing	01
(ix).	Twister	01
(x).	Cross Trainer	01
(xi).	Stationery Cycle	01

**Part II: Required Delivery Schedule:**

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

The Stores are required immediately. Date of delivery will be 45 days from the date of issue of Award. Time would be essence of contract.

**Part III: Required Terms of Delivery**

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

“Free Delivery at Consignee’s Site”. Date of delivery at Consignee’s site will be considered as the actual date of delivery.

**Part-IV: Consignee(s) Details:**

S.No.	SAI Centre	Tel/Fax/e-mail No
01.	<b>Dy. Director / Administrator,</b> <b>Dr. Shyama Prasad Mukherjee</b> <b>Swimming Pool Complex, Talkatora</b> <b>Stadium, New Delhi.</b>	<b>Tel.: 23094832 / Fax - 23094832</b> <b>E-mail: <a href="mailto:spmspc.sai@gmail.com">spmspc.sai@gmail.com</a></b>

**SECTION-VI**

**TECHNICAL SPECIFICATIONS**

**Section - VI**  
**Technical Specifications**  
**of**  
**Conditioning & Multi-Gym Equipment**

S.No.	Brief Description of Goods	Technical Specifications
1.	<b>Butterfly:</b> [Seated Chest Press (Pectoral Group of Muscles)]	<ul style="list-style-type: none"> <li>• Width : 135 cm or more</li> <li>• Length : 100 cm or more</li> <li>• Height : 150 cm or more</li> <li>• Overall net weight 250Kg or more</li> <li>• Block Weight (Min.) : 110 Kg. Or more(And further possibility to increase wt.) with 5Kg. increment</li> </ul>
2.	<b>High Pulley (Cable Pulleys):</b> [Compact size with possibility of upper hand lower movements]	<ul style="list-style-type: none"> <li>• Width : 150 cm or more</li> <li>• Depth : 110 cm or more</li> <li>• Height : 220 cm or more</li> <li>• Overall net weight 500 Kg. or more</li> <li>• Block Weight 70 Kg. (each side) or more (and further possibility to increase wt.) with 2.5 Kg. increment</li> <li>• Adjustable pulley to provide minimum 12-15 positions</li> <li>• Provision to use bar and neutral grip</li> <li>• Weight stack must be covered</li> </ul>
3.	<b>Wall Bars:</b>	Timer Wood (Teak), 40mm thickness, oval shape and 14 pieces on each wall bar
4.	<b>Free Weight Multi-Gym (11 Stations):</b>	
(i).	Abbs Toner	Size - (163 x 161 x 70 cm), material - 114 mm Pre Galvanized MS Pipe, Thickness - 3 mm (Approx.), Stainless Steel Nuts, Paint - Double powder coating for weather resistance and high temperature solidity, Seats - Plastic seats. Weight: 60 Kg (approx), Two user
(ii).	Lower Body Toner	Size - (185 x 42 x 155 cm) Material - 114 mm Pre Galvanized MS Pipe, Thickness - 3 mm (Approx.), Stainless Steel Nuts, Paint - powder coating for weather resistance and high temperature solidity, Seats - Plastic seats, Weight: 50 Kg (Approx), Two seater.
(iii).	Upper Body Toner	Size - (97 x 55 x 110 cm), Material - 114 mm Pre Galvanized MS Pipe, Thickness - 3mm (Approx), Stainless Steel Nuts. Paint - powder coating for weather resistance, Seats - Plastic seats. Weight - 45 kg (approx)

(iv).	Middle Body Toner	Size - (105 x 90 x 145 Cm) Material - 114 mm Pre Galvanized MS Pipe, Thickness - 3 mm (Approx), Stainless Steel Nuts. Paint - powder coating for weather resistance and high temperature solidity, Seats - Plastic seats. Weight - 45 Kg (approx).
(v).	Shoulder Press	Size - (180 x 75 x 180 Cm) Material - 114 mm Pre Galvanized MS Pipe, Thickness - 3 mm (approx), Stainless Steel Nuts. Paint - powder coating for weather resistance, Seats - Plastic seats. Weight - 70 Kg (approx.)
(vi).	Torso Mobilizer	Size - (207 x 70 x 200 Cm) Material - 114 cm Pre Galvanized MS Pipe, Thickness - 3 mm (approx), Stainless Steel Nuts. Paint - powder coating for weather resistance and high temperature solidity, Seats - Plastic seats. Weight - 80 Kg (approx.)
(vii).	Air Walker	Size - (110 x 46 x 148 Cm) Material - 114 mm Pre Galvanized MS Pipe, Thickness - 3 mm (approx), Stainless Steel Nuts. Paint - powder coating for weather resistance and high temperature solidity, Seats - Plastic Seats. Weight - 40 Kg (approx.)
(viii).	Rowing	Size - (142 x 82 x 93 Cm) Material - 114 mm Pre Galvanized MS Pipe, Thickness - 3 mm (approx), Stainless Steel Nuts. Paint - powder coating for weather resistance and high temperature solidity, Seats - Plastic Seats. Weight - 40 Kg (approx.)
(ix).	Twister	Size - (149 x 132 x 125 Cm) Material - 114 mm Pre Galvanized MS Pipe, Thickness - 3 mm (approx), Stainless Steel Nuts. Paint - powder coating for weather resistance and high temperature solidity, Weight - 40 Kg (approx.)
(x).	Cross Trainer	Size - (115 x 55 x 148 Cm) Material - 114 mm Pre Galvanized MS Pipe, Thickness - 3 mm (approx), Stainless Steel Nuts. Paint - powder coating for weather resistance and high temperature solidity, Weight - 40 Kg (approx.)
(xi).	Stationery Cycle	Size - (115 x 38 x 21 Cm) magnetic stationary bike - 114 mm Pre Galvanized MS Pipe, Thickness - 3 mm (approx), Stainless Steel Nuts. Paint - powder coating for weather resistance and high temperature solidity.

**Note:** The products 4(i) to 4(xi) i.e. **Free Weight Multi-Gym (11 Stations)** should be ISO Certified, DPCC licensed, lab tested for metal, plastic and paint from Centre / State Govt. Lab with a minimum warranty of two (02) years.

**PART-3**

**CONTRACT**

**SECTION - VII**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**  
**TABLE OF CLAUSES**

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## SECTION - VII

### GENERAL CONDITIONS OF CONTRACT (GCC)

**1. Application**

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 due performance of the contract for an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty days beyond warranty period of 02 years 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-VII (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 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 Specification’ under Section-V 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 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).

- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 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.
- 6.6 Goods accepted by the purchaser/Purchaser and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/Purchaser's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 11.

## **7. Terms of Delivery**

- 7.1 Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract.
- 7.2 In the case of DDP Purchaser's / Consignee site Contract, the date of receipt of stores at Purchaser's / Consignee site shall be considered as the date of delivery.

## **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) The Insurance related to Terms & Conditions of Contract will be as per INCOTERMS.

## **9. Incidental services: "Not Applicable".**

## **10. Despatch Documents for Goods Imported from abroad: "Not Applicable"**

## 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 and free from legal encumbrances. 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 two (02) 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 (i.e. within 30 days) 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.
- 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.

## 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**

100 % payment would be made upon receipt of stores in full & good condition by the consignee against 'Inspection and Acceptance Certificate' issued by consignee subject to recoveries, if any.

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

- 14.2 The supplier shall not claim any interest on payments under the contract.
- 14.3 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.
- 14.4 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.
- 14.5 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-III (E).

**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 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.
- 15.3 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.
- 15.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
  - (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.

- (c) But nevertheless, the Purchaser shall be entitled to the benefit of 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.

15.5 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 Notwithstanding 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 sub-paragraphs.

## **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 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.
- 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 and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards 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.

**22. Withholding and lien in respect of sums claimed**

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Purchaser shall be entitled to withhold and also have 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 Contractor under the same contract or any other contract with the Purchaser or the Government, pending finalization or adjudication of any such claim and that The Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

**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 and the 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., New Delhi, India only.
- 23.4 The Courts of New Delhi, India 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**

**SPORTS AUTHORITY OF INDIA,**  
**ES DIVISION, JAWAHARLAL NEHRU STADIUM COMPLEX,**  
**GATE NO. 10, LODHI ROAD, NEW DELHI-110003.**

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 figure) \_\_\_\_\_ (In words) \_\_\_\_\_

- (ii) Delivery schedules:
- 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 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 manufacturers]  
(Seal of the supplier)

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

## SECTION – VIII

### (B) BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

**Sports Authority of India,  
Jawaharlal Nehru Stadium Complex,  
Gate No.10, Lodhi Road,  
New Delhi-110003.**

[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, Jawaharlal Nehru Stadium Complex, Gate No.10, Lodhi Road,  
NEW DELHI-110003

**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:

- 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            )