

SPORTS AUTHORITY OF INDIA
JAWAHARLAL NEHRU STADIUM COMPLEX,
GATE NO.10, LODHI ROAD, NEW DELHI-110003
Telephone: +91-11 -24360525
Website: <http://sportsauthorityofindia.nic.in/>&www.eprocure.gov.in/epublish/app
E-mail: itdivisionhq-sai@gov.in

Bidding Document
for
Procurement of Apple iPad Air

Receipt of Bids:	The bids from the bidder should be in English and should consist of the documents stated below in Clause 6.1 and are to be submitted in password protected compressed folders at itdivisionhq-sai@gov.in
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Closing date & time for receipt of Bid	05:00 PM on 30.04.2021
Place of receipt of Bid	IT Division, JN Stadium, New Delhi 110003
Time and date of opening of Bid	06:00 PM on 30.04.2021

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SECTION-I- INVITATION FOR BID (IFB)

**SPORTS AUTHORITY OF INDIA
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E-mail: itdivisionhq-sai@gov.in

Bid Reference: 44 (1)/SAI/IT/Proc. of iPads/2021

1. Sports Authority of India, through Director General, Sports Authority of India (“Purchaser/SAI”) invites sealed Bid for supply of following Goods:

S. No.	Name of Item	Amount of Bid Security/EMD in Rs. (or equivalent Foreign Currencies)
1.	Apple Ipad Air 10.9 inch with Carry Bag	Replaced with Bid securing Declaration as per Annexure IV (C) inline with the Ministry of Finance, Department of Expenditure O.M. dated 12th November, 2020

2. The sealed bid may be submitted to **Assistant Director (IT Division), Sports Authority of India, Jawaharlal Nehru Stadium Complex, Gate No.-10, Lodhi Road, New Delhi – 110003 (India) on or 05:00 PM on 30.04.2021) on mail id: itdivisionhq-sai@gov.in**
3. The Bid will be opened on **06:00 PM on 30.04.2021**
4. In the event of any of the above-mentioned dates being declared as a holiday / closed day for the purchase organisation, the Bids will be sold/received/opened on the next working day at the appointed time.
5. The Bidding Documents are not transferable.

**Assistant Director
(IT Division)**

For and on behalf of Director General, SAI

To:-

1. *M/s Apple Inc.
One Apple Park Way
Cupertino, CA 95014
United States*

2. *Apple India
19th Floor, Concorde Tower C,
UB City, No.24, VittalMallya Road,
Bangalore 560001, India.
Telephone: 91 80 4045 5150
Fax: 91 80 4045 5197
Email ID: bangalore_admin@apple.com*

PART-1 BIDDING PROCEDURE

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SECTION – II

INSTRUCTIONS TO BIDDER (ITB)

A. PREAMBLE

1. Introduction

- 1.1. The Purchaser/SAI 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 Bidder”) provides the relevant information as well as instructions to assist the prospective Bidder 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 Bid 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 these Bidding Documents 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 – NA
 - Section IV – Bidding Form
 - 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

At any time prior to the deadline for submission of Bid, the Purchaser may, for any reason deemed fit, modify the Bidding Documents by issuing suitable amendment(s) to it.

5. Clarification of Bidding Documents

- 5.1. 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

The Bid is being invited on a Single Bid System which includes both Technical & Financial Bid to be opened together for evaluation of technically & commercial responsiveness of the offer. Bid shall comprise the following:

Technical & Financial Bid:

- a) Scanned copy of Bid Submission Form as per section III (A) and Power of Attorney/Board Resolution in favour of signatory of Bidding Documents.
 - b) Scanned copy of Bid Securing Declaration as per Section III (C).
 - c) If the Bidder/Agent is not the OEM, they shall furnish a scanned copy of Manufacturer's Authorisation Form from manufacturer/authorised distributor of quoted goods, as per Section-III (D) (copy of authorisation to be enclosed).
 - d) Scanned copy of Technical Specifications of quoted goods along with relevant documents like Technical Data, Literature, Corrigendum Drawing etc. and clause-by-clause commentary on the technical specifications as in the Bid Document (Section-V) vis-a-vis of quoted goods, clearly stating compliance or any variation.
 - e) Scanned copy of Pan and TAN Registration No.
 - f) Scanned copy of GST Registration No.
 - g) Scanned copy of Income Tax Return for the last three years.
 - h) Scanned copy of Certificate/Undertaking indicating that the rates quoted for supply of said Items/Items by the firm are not higher than the rate of the item supplied by the firm in any other Government Organisation/Institutions/PSU etc. (in line with Fall clause in GCC 21)
 - i) The bidder should not have been black-listed by Central/ State Governments/ PSUs at any point of time. There should not be any criminal proceedings/conviction against the bidder at any point of time any other information considered necessary but not included above.
 - j) Scanned copy of National Electronic Fund transfer (NEFT) Form as per Section III (E) for payment in Indian Rupee, if applicable.
 - k) Price Schedule(s) as per Form in Section-III (B) filled up with all the details including Make, Model etc. of the goods offered.
 - l) Declaration as per New GFR Clause, 144 (ix) 'I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]'
- 6.1. 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.

7. Bid Currencies

- 7.1. 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 III (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 bidder shall be required to quote for all items along with quantity indicated in the Schedule.

- 8.3. The quoted prices for the goods offered will be mentioned as per format Section III (B).

8.4. Additional information and instruction on Duties and Taxes

- 8.4.1. If the Bidder desires to ask for Excise Duty, GST/ Sales Tax/CST / VAT/ CENVAT, Custom Duty, Service Tax, Works Contract Tax, levies or any pther applicable taxed 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 bidder shall ensure that the stores to be supplied by the bidder 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 bidder 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.

- 8.5. 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.

- 8.6. 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. Documents Establishing Bidder's Eligibility and Qualifications

- 10.1. 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.
- 10.2. The documentary evidence needed to establish the Bidder's qualifications shall fulfil the following requirements:
 - a) If the Bidder/Agent is not the OEM, they shall furnish a scanned copy of Manufacturer's Authorisation Form from manufacturer/authorised distributor of quoted goods, as per Section-III (D) (copy of authorisation to be enclosed).

11. Bid Security

Bid Security/Earnest Money Deposit (EMD) is replaced with Bid Securing declaration as per Ministry of Finance, Department of Expenditure O.M. dated 12th November, 2020.

All bidders are required to upload along with the technical bid, a duly signed and sealed copy of Bid Securing declaration as per Section III (C).

12. Bid Validity

- 12.1. The Bid shall remain valid for acceptance for a period of 90 days (Ninety 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 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.**
- 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 the purchaser, the Bid validity shall automatically be extended up to the next working day.

13. Signing and Sealing of Bid

- 13.1. The Bidder shall submit their Bid as per the instructions contained in ITB Clause 6.
- 13.2. 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.
- 13.3. 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/board resolution, which shall also be furnished along with the Bid.

D. SUBMISSION OF BIDS

14. Submission of Bid

- 14.1. The bids from the bidder should be in English and should consist of the documents stated below in Clause 6.1 and are to be submitted in password protected compressed folders at itdivisionhq-sai@gov.in.
- 14.2. The password of the bid document Proposal shall not be mentioned anywhere in the email.
- 14.3. The password shall be required on the date of opening of Proposal which shall be communicated separately by the Applicants via email/Phone.

15. Late Bid: Not Applicable.

E. BID OPENING

16. Opening of Bids

- 16.1. The Purchaser will open the Bid at the specified date and time and at the specified place as indicated in the IFB in Section-I.
- 16.2. In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for the purchaser, the Bid will be opened at the appointed time and place on the next working day.
- 16.3. Authorized representatives of the Bidder, who has submitted Bid on time may attend the Bid opening provided they bring with them letters of authority from the corresponding Bidder.

F. SCRUTINY AND EVALUATION OF BIDS

17. Preliminary Scrutiny of Bid

- 17.1. The Purchaser will examine the Bid to determine whether the same is complete, whether the documents have been properly signed, stamped and whether the Bid is generally in order.
- 17.2. Prior to the detailed evaluation of Price Bid, the Purchaser will determine the substantial responsiveness of 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.
- 17.3. If a Bid is not substantially responsive, it will be rejected by the Purchaser.

18. Evaluation for total requirement

The bidder shall be required to quote for all items along with quantity in a set and also for the total number of sets required.

G. AWARD OF CONTRACT

19. 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 the Bid at

any time prior to award of contract, without incurring any liability, whatsoever to the affected Bidder.

20. 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 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.

21. Notification of Award

21.1. Before expiry of the Bid validity period, the Purchaser will notify the successful Bidder(s) in writing, by registered / speed post or by / email () 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 five days from the date of despatch of this notification, failing the award will be cancelled. Relevant details about the Performance Security have been provided under GCC Clause 3 under Section VII.

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

22. Issue of Contract

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

22.2. The successful Bidder shall return the original copy of the contract, duly signed and dated, to the Purchaser by registered/speed post within five days from the date of issue of the contract.

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

23. 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 above shall make the Bidder liable for further actions by the Purchaser against it as per the clause 16 of GCC – Termination of default in Section - VII.

24. Corrupt or Fraudulent Practices

24.1. 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 in competing for, or in executing the contract.

- (c) The Purchaser 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, Performance Security 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)-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 the item(s)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 90 days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We 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 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 – III-(B) PRICE SCHEDULE

The bidders are requested to submit the rates strictly as per following format:

Sr No	Description	Country of Origin	Qty. (A)	Unit Rate (INR) (B)	Tax %age & amount (C)	Total Unit Price D=B+C	Total Amount E=AxD
1	Apple iPad Air 10.9 Inch with carry bag						
TOTAL (Rupees _____ only)							

Note:

- Price quoted should be inclusive of all taxes, delivery and all other additional charges with 01 year warranty
- SAI may ask for staggered delivery of product

Signature with Stamp of Authorized Person

Date:

Full Name:

Place:

Designation:

Company's Seal:

SECTION – III(C) BID SECURING DECLARATION FORM

Date: _____

Tender No. _____

To

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

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

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

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

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

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

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

Corporate Seal (where appropriate)

SECTION –III (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 one year from acceptance of goods by Purchaser
as per Clause 10 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 – III (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 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

Enclosed a copy of Crossed Cheque

PART-2SUPPLY REQUIREMENTS

SECTION – IV SCHEDULE OF REQUIREMENTS**Part I:**

S. No.	Description of Article	Quantity
1	Apple iPad Air 10.9 Inch with Carry Bag	30

Part II: Required Delivery Schedule:

Goods/Article are required to be delivered and installed at the consignee's site **within 30 days** from the date of issue of award letter. Time is the essence of Contract. The bidders may please note that goods are to be delivered to the consignee latest within the date specified. Date of delivery at the Consignee site will be considered as the actual date of delivery.

Part III :Required Terms of Delivery.

Free Delivery at Consignee Site.

Part-IV: Consignee Details:

Assistant Director (IT)	Himanshu Singh, Assistant Director, IT Division, Sports Authority of India, Jawaharlal Nehru Stadium Complex, Gate No. 10, Lodhi Road, New Delhi-110003.
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SECTION-VTECHNICAL SPECIFICATIONS

Section - V**TECHNICAL SPECIFICATIONS**

Description of Article	
Item with Model Name	Specificatio ns
Apple iPad Air 10.9 inch	<ul style="list-style-type: none"> • Wi-Fi and Cellular • Display Size : 10.9 inch • Size : 256 GB • Resolution : 2360x1640 • Weight : 458 gram • Processor : Apple A14, 2.99 GHz • Cameras : 7 MP + 12 MP • Battery Life : 10 Hrs • Carry Bag

PART-3CONTRACT

SECTION – VIGENERAL CONDITIONS OF CONTRACT (GCC)
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SECTION - VI

GENERAL CONDITIONS OF CONTRACT (GCC) SECTION - VII

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

- 1.1. The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same is not superseded by Schedule of Requirements under Section IV and Technical Specification under Section - V of this document.

2. Country of Origin

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

3. Performance Security

- 3.1. As security for the due performance, observance and fulfilment of all obligations, terms, conditions, representations, warranties and covenants of the Supplier under the Bidding documents, the Supplier shall furnish within 10 (ten days from date of the issue of Notification of Award by the Purchaser, the Supplier, shall furnish performance security to the Purchaser for an amount equal to three percent (3%) of the total value of the contract, valid up to sixty days after warranty period of (01) **one year** 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 five (05) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 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 subject to adjustment of all amounts/losses/damages/recoveries/penalties payable to the Purchaser and claims of Purchaser, there from.
- 3.5. Without prejudice to its other rights and remedies under any contract, law or equity (including without limitation Purchaser’s right to terminate the Agreement for breach),
- 3.6. Purchaser shall be entitled to forfeit/invoke or otherwise adjust the Performance Security without notice to the Supplier, if the Supplier fails to perform or commits breach of any of its obligations or the terms and conditions of the Bidding Documents. For the avoidance of doubt, Purchaser may draw from the Performance Securities any costs, expenses, losses, damages or compensation arising out of any such breach/damage or failure.

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 Supplier should satisfy himself that the goods are in accordance with the terms of the Contract and fully conform to the required specification by carrying out a thorough pre-inspection of each lot of the stores before actually delivering the same to the Supplier.
- 6.2. In normal course the goods will be supplied by the Supplier 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 -10 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 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 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.

9. Incidental services:

9.1. Subject to the stipulation, if any, in Schedule of Requirements (Section – IV) and the Technical Specification (Section – V), 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

9.2. Where the Supplier is required to perform any of the services at a Purchaser's Site, the Supplier shall ensure that after the performance of the services at the Purchaser's site is reinstated to the condition prevailing on the date on which the services in question commenced.

9.3. Upon installation at the Purchaser's site the Supplier shall ensure that it leaves the site in good and its original condition. The Supplier shall ensure that any necessary repairs are completed within 48 hours of completion of the installation and in accordance with Good Industry practices. If the Supplier fails to comply with this clause, the Purchaser shall be entitled to organize for the necessary repairs to be carried out by a Third Party and the Supplier shall indemnify the Purchaser in respect of any costs reasonably incurred by it under this clause.

9.4. The Supplier will extend to the Purchaser the benefit of any guarantee or warranty which may have been given to the Supplier in respect of the Goods which it supplies.

10. Warranty

10.1. 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.

10.2. This warranty shall remain valid for One (01) year after the goods have been delivered at the final destination and accepted by the Purchaser in terms of the contract.

10.3. The Supplier shall, promptly repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The Supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Purchaser for such replaced parts/goods thereafter.

10.4. 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.

10.5. 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. 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.

12. Taxes, Duties and Octroi.

12.1. 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.

12.2. 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.

13. Terms and Mode of Payment

13.1. 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. 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 VII (C) in original issued by the authorized representative of the consignee;
- (iii) Packing list identifying contents of each package;

13.2. 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.

13.3. All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/RTGS systems as per the NEFT Mandate Form attached as per Section-III (E).

14. Delay in the supplier's performance.

14.1. The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser as incorporated in the contract. The Supplier shall off load the goods as directed by the Purchaser.

14.2. Subject to the provision of Force Majeure under GCC clause 18, 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.

14.3. 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.

14.4. 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 15 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.

14.5. 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.

15. Liquidated damages

Subject to the provision of Force Majeure under GCC clause 18, 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.

16. Termination for default

16.1. 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 14.3 and 14.4.

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

17. 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.

18. Force Majeure

18.1. Notwithstanding the provisions contained in GCC clauses 15, 16 and 17, 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.

18.2. 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, pandemics, quarantine restrictions, lock downs, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

18.3. 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.

18.4. 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.

18.5. 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.

19. Termination for convenience

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

19.2. The 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.

20. Fall Clause

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

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

21. Withholding and lien in respect of sums claimed

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Purchaser shall be entitled to withhold and also have 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.

22. Resolution of disputes

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

22.2.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 as amended . 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.

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

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

23. Applicable Law

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

**SECTION – VII(A) CONTRACT AGREEMENT
CONTRACT FORM FOR SUPPLY**

**SPORTS AUTHORITY OF INDIA,
IT 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 – VII (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 – VII (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 wherever applicable:

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

() () ()

Signatures of Inspection & Acceptance Committee Members

Counter signed by Head of the Centre

Date: _____

Place: _____

(Seal)