

**SPORTS AUTHORITY OF INDIA**  
**NATIONAL CENTRE OF EXCELLENCE, ROHTAK**

Telephone:

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Website: <http://sportsauthorityofindia.nic.in>      <http://eprocure.gov.in/eprocure/app>

**Bidding Document For  
procurement of  
Sports Equipments Consumable**

**Bid Reference No. SAI/ES/Boxing/2020-21**

**CRITICAL DATE SHEET**

<b>Published Date</b>	<b>14.07.2020</b>
<b>Bid Document Download / Sale Start Date</b>	<b>15.07.2020</b>
<b>Clarification Start Date</b>	<b>20.07.2020</b>
<b>Clarification End Date</b>	<b>23.07.2020</b>
<b>Pre bid meeting</b>	<b>27.07.2020</b>
<b>Bid Submission End Date</b>	<b>03.08.2020</b>
<b>Bid Opening Date</b>	<b>06.08.2020</b>

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# **PART-1**

# **BIDDING PROCEDURE**

**SECTION- I**  
**SPORTS AUTHORITY OF INDIA**  
**NATIONAL CENTRE OF EXCELLENCE, ROHTAK**  
Website: <http://sportsauthorityofindia.nic.in/> & <http://eprocure.gov.in/eprocure/app>

**Bid Reference No. 1(1)/SAI/ES/Boxing/2020-21**

**INVITATION FOR ONLINE BIDS (IFB)**

1. Sports Authority of India, for and on behalf of the Director General, Sports Authority of India **invites online Bids** on **two bid system** for supply of following Boxing Sports Goods/Item for SAI NBA, Rohtak:
  
2. **Manual bids shall not be accepted.**

Brief Description of work	Amount of Bid Security in Rs.	Estimated Tender Value (Rs.) 25,00,000/-
Sports Equipments Consumable for Sports Authority of India, NCOE Rohtak	Rs. 1,00,000/-	

Scanned copy of Bid Security is to be uploaded online and Hard copy of the same must be sent to the Sports Authority of India, NATIONAL CENTRE OF EXCELLENCE, ROHTAK on or before Bid Submission Date & Time as mentioned in Critical Date Sheet.

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<b>Bid Submission End Date</b>	<b>03.08.2020</b>
<b>Bid Opening Date</b>	<b>06.08.2020</b>

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

**Chief Executive Officer,  
Sports Authority of India,  
NATIONAL CENTRE OF EXCELLENCE, ROHTAK**

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## SECTION – II - A

### INSTRUCTIONS TO BIDDERS (ITB)

#### A. PREAMBLE

##### 1. Introduction

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

This section (Section II - “Instruction to Bidders”) provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids. It also includes the mode and procedure to be adopted by the Purchaser for receipt and opening as well as scrutiny and evaluation of Bids and subsequent placement of contract.

Before formulating the Bid and submitting the same to the 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

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

In addition to Section I – “Invitation for Online Bid” (IFB), the Bidding Documents include:

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

##### 4. Amendments to Bidding Documents

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

Such an amendment to the Bidding documents will be uploaded on SAI/Purchaser’s website: <http://sportsauthorityofindia.nic.in> and CPP Portal of Government of India i.e. <http://eprocure.gov.in/eprocure/app> only.

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

## 6. 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 within prescribed date

### C. PREPARATION OF BIDS

#### 6. Documents Comprising the Bid

The **Two Bid System**, i.e. “Technical Bid” and “Price Bid” prepared by the Bidder shall comprise the following (**bidders are requested to upload online following document in PDF format**):

##### A) **Technical Bid:**

- i) Scanned copy of Bid Security & Tender Fee, Bid Security furnished in accordance with ITB clause 12.
- ii) Scanned copy of Bid Submission Form as per section IV (A) and Power of Attorney in favour of signatory of Bidding Documents.
- iii) Bidder who quotes for goods manufactured by other manufacturer shall furnish scanned copy of Manufacturer’s Authorisation Form from manufacturer/ authorised distributor of quoted goods, as per Section IV (D) (copy of authorisation to be enclosed).
- iv) Scanned copy of ‘Performance Statement’ as per Form in Section III.
- v) Scanned copy of Pan Card (for Indian bidders), National Electronic Fund transfer (NEFT) Form as per Section IV (E) for payment in Indian Rupee, if applicable.
- vi) Scanned copy of documents mentioned in Qualification Criteria as per Section III(A).
- vii) Scanned copy of Income Tax returns filed for the last three financial year (2017-18, 2018-19 & 2019-20).
- viii) Scanned copy of GST Certificate.
- ix) Scanned copy of valid TIN (Taxpayer Identification Number).
- x) Scanned copy of Supply Orders (showing specifications, qty. & rates) of the tendered quoted items, if supplied to any Institution.

##### B) **Price Bid:** [Upload online in prescribed PDF format as per Sec.-IV (B) I/B II of Bidding Document].

Price Schedule(s) as per Forms I/II for goods 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.

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

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

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.

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

**Note: All documents should be submitted in PDF format.**

## 7. Bid Currencies

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

For goods offered from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP, Yen etc. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees, only if such services are to be performed /undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the Price Schedule and will be payable in Indian Rupees only.

## 8. Bid Prices

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.

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

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

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

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

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

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

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

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

For goods offered from abroad, the prices under Column 5 in the corresponding Price Schedule shall be entered separately in the following manner:

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

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

Column 5(c): The Customs Duty Exemption Certificate (CDEC) for imported sports goods/equipments as per Performa Invoice submitted in the tender will be provided by

Sports Authority of India as per Govt. Of India Notification No. 146/94-Customs dated 13.07.1994 read with Notification No. 5/2010-Customs dated 19.01.2010, amended from time to time.

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

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

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

Additional information and instruction on Duties and Taxes:

If the Bidder desires to ask for GST, Custom Duty, 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.

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.

Customs Duty:

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

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.

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.

The bidder must quote for all items mentioned in a particular discipline. Bid will not be considered if all items under a discipline are not quoted.

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

The prices quoted by the Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

However, 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 – “Not Applicable**

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

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

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 form to this effect as per the standard form provided under Section IV in this document.
- b) The Bidder and manufacturer meets the qualification criteria incorporated in the Section III.

#### **12. Bid Security**

The Bidder shall furnish along with its Bid, Bid Security for each category of equipment quoted for, for an 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 without bid security will not be considered.

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.

The Bid Security shall be furnished in one of the following forms: (i).

Account Payee Demand Draft.

(ii). Banker's cheque.

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 “Chief Operating Officer, Sports Authority of India”, payable at Rohtak”. In case of Bank Guarantee, the same is to be provided from any nationalised/scheduled/bank in India (acceptable to purchaser) as per the format specified under Section IV (C) of Bid Documents.

**Bid security must be submitted to the Purchaser before bid submission end date and time.**

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 of ITB is 180 days, the Bid Security shall be valid for 225 days from Technical Bid opening date.

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 Bid Security will be returned without any interest, after receipt of performance security from that Bidder.

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.

In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalised bank in India by way of back-to-back counter guarantee.

### **13. Bid Validity**

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.

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.

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 of Bid**

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

Bid shall be typed and the same shall be signed by the bidder or by a person(s) who has been duly authorized to bind the Bidder to the contract and upload in PDF format.

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

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

## **D. SUBMISSION OF BIDS**

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

Online bids have been invited and bidder should submit their bid as per instructions given for on line submission under Section II-B.

## **E. BID OPENING**

### **16. Opening of Bids**

The Purchaser will open the Bids at the specified date and time and at the specified place as indicated in the IFB in Section-I.

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.

Authorized representatives of the Bidders, who have submitted Bids on time may attend the Bid opening provided they bring with them letters of authority from the corresponding Bidders acknowledgement letter of bid submission at CPPP website: <https://eprocure.gov.in/eprocure/app>.

Two - Bid system as mentioned in Para 6 and 14 above will be as follows. The **Technical Bids** are to be opened in the first instance, at the prescribed time and date as indicated in IFB Critical Date Sheet. These Bids shall be scrutinized and evaluated by the Purchaser with reference to parameters prescribed in the Bidding Document. During the Technical Bid opening, the Bid opening official(s) will read the salient features of the Bids like brief description of the 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 Technically and 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 Technical 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

### 17. Preliminary Scrutiny of Bids

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

Prior to the evaluation of Price Bids, the Purchaser will determine the substantial responsiveness of each Bid to the Bidding Document. For purposes of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents including Technical Specifications without material deviations. However, the Purchaser may waive minor deviation and /or minor irregularity and/or minor non-conformity in the Bid.

If a Bid is not substantially responsive, it will be rejected by the Purchaser.

### 18. Qualification Criteria

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

### 19. Conversion of Bid currencies to Indian Rupees

In case the Bidding Document permits the Bidders to quote their prices in different currencies, all such quoted prices of the responsive Bidders will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the exchange rates of Reserve Bank of India available on their website available on the website, as on the date of 'Price Bid' opening.

**20. Evaluation for total requirement** – The responsive bids will be evaluated and compared for complete discipline.

### 21. Comparison of Bids and Award Criteria.

For comparison for ranking purpose for evaluation, the comparison of the responsive Bids shall be carried out on Delivery Duty Paid (DDP) at Consignee site basis (with CDEC as per clause 8.4.3)/Free Delivery at Consignee Site basis.

For domestic goods or goods of foreign origin located within India the various prices as brought out in Para 8.4.1 and stipulated in Price Schedule in format B (I) in Section IV (B), for goods offered from abroad the various prices brought out on Para 8.4.2 and stipulated in Price Schedule format B (II) in Section IV(B) shall be carried out or free delivery to consignee basis. However, rates quoted for individual item are for adjustment purpose only.

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

The Purchaser reserves the right to give the price preference/purchase preference as per the 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 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.

### **24. Notification of Award**

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/sms etc. (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 there in 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 fifteen 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.

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

### **25. Issue of Contract**

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.

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

The Purchaser reserves the right to issue the Notification of Award Purchaser 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 and other administrative actions as deemed fit by the Purchaser.

**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/SAI: -

- (a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
- (b) will declare a firm/Company 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/Company has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or gross/deliberate negligence 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, 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-II-B**

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

1. The Bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in//eprocure/app> .

#### **2. REGISTRATION**

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

#### **3. SEARCHING FOR TENDER DOCUMENTS**

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

- (iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the helpdesk.

#### 4. PREPARATION OF BIDS

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

#### 5. SUBMISSION OF BIDS

- (i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (ii) The Bidder has to digitally sign and upload the required bid documents one by one as indicate in the tender document.
- (iii) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- (iv) Bidder should prepare the Bid Security as per the instruction specified in the tender document. The original should be **posted/couriered/given** in person to the concerned official latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (v) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission on the bids by the bidders, opening of bids etc. The Bidders should follow this time during bid submission.
- (vi) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be

viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- (vii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (viii) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.
- (ix) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **6. ASSISTANCE TO BIDDERS**

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

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

**(A) QUALIFICATION CRITERIA**

**Bid Reference No.:** 1(1)/SAI/ES/Boxing/2016-17/IFB-097

01. The Bidder must be a Manufacturer, Distributor or its authorized Agent.

Sl. No.	Qualification Criteria	
1.	Average Annual Turn Over of Bidder during the last three (03) years.(2017-18, 2018-19 & 2019-20).	Rs. 25.00 Lacs (a Certificate from CA should be furnished)
2.	The Bidder should have supplied similar Sports Goods/requisites in the past to at least one organisation i.e. Sports organisation/Govt. organisation etc.	Furnish Performance Statement as per Section-III (B)
3.	Goods/Equipment should be approved by concerned International Sports Federation wherever applicable.	Documentary proof to be furnished.
4.	All equipment should conform to laid down specifications of concerned International/National Sports Federations as applicable.	Confirmation to be furnished.
5.	Bidder should be able to provide installation of equipment wherever required.	Confirmation to be furnished.

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

**SECTION – III**

**(B) PROFORMA FOR PERFORMANCE STATEMENT**

(For the period of last three years)

Bid Reference No. : \_\_\_\_\_  
 Date of opening : \_\_\_\_\_  
 Name and address of the Bidder : \_\_\_\_\_  
 Name and address of the manufacturer : \_\_\_\_\_

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 Completion Certificate from purchaser 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 opening of Price Bid.

**SECTION - IV**

**(A) BID SUBMISSION FORM**

Date \_\_\_\_\_

To

Chief Executive Officer  
SAI National Centre of Excellence  
Rajiv Gandhi Sports Complex, Sector- 06  
Rohtak Haryana- 124001

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 \_\_\_\_\_ (Description of goods and services) 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 Fall Clause vide Clause-21 of General Conditions of Contract as per Section VII.

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

We confirm that we are competent to contract and we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

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

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

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

[Name & address of the manufacturers]

**SECTION – IV****(B) PRICE SCHEDULE****(I) PRICE SCHEDULE FOR GOODS AVAILABLE IN INDIA IN RUPEES**

1 Schedule	2 Brief Description of Goods	3 Quantity (Nos)	4 Country of Origin	5 Price per unit (Rs.)						6 Total Price on Free Delivery at Purchaser's site.** (Rs.)  3 x 5(f)
				Ex - factory/ Ex - warehouse /Ex - showroom /Off - the shelf	Excise Duty (if any) [%age & value]	GST (if any) [%age & value]	Packing and Forwarding charges	Inland Transportation, Insurance loading/ unloading and Incidental costs till Purchaser's site	Price on Free delivery at Purchaser's site**	
				(a)	(b)	(c)	(d)	(e)	(f) =a+b+c+d+e	
I	Boxing Equipments as listed in Section- 'V' – Schedule of Requirements and as per Technical Specifications in Section- 'VI'.									

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

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

The above prices quoted are for supply, installation, commissioning and onsite training for operation of equipment with warranty period of **One Year** from the date of acceptance by Purchaser

Delivery Period: \_\_\_\_\_ (Insert earliest delivery period) from the date of signing of the Contract. The Time and Delivery Period shall be essence of Contract.

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

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

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

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

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

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

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

**SECTION – IV**

**PRICE SCHEDULE**

(B)

**(II) PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD**

1 Schedule	2 Brief Description of Goods	3 Quantity (Nos)	4 Country of Origin	5 Price per unit (Currency)					6 Total price on DDP* at Purchaser's site  3X 5 (f)
				FOB /FCA price at port/ airport of Loading	CIP price at port/ airport of entry	Custom Duty* CDEC* will be provided by SAI	Customs Clearance & Handling **	Loading/ Unloading, Inland transportation, inland Insurance and Incidental costs till Purchaser's site**	
				(a)	(b)	(c)	(d)	(e)	(f) =a+b+c+d+e
I	Boxing Equipments as listed in Section-‘V’ – Schedule of Requirements and as per Technical Specifications in Section-‘VI’.								

\* The bidders may quote DDP final destination (Purchaser Site) as per INCOTERMS ® 2010. However, Customs Duty Exemption Certificate (CDEC) for imported sports goods/equipments as per Performa Invoice submitted in the tender will be provided as per Govt. Of India Notification No. 146/94-Customs dated 13.07.1994 read with Notification No. 5/2010-Customs dated 19.01.2010, amended from time to time.

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

Total Bid price in foreign currency: \_\_\_\_\_ In words: \_\_\_\_\_

The above prices quoted are for supply, installation, commissioning and onsite training for operation of equipment with warranty period of **One Year** from the date of acceptance by Purchaser

Delivery Period: \_\_\_\_\_ (Insert earliest delivery period) from the date of opening of L/C as per Contract. The Delivery Period shall be essence of Contract.

Indian Agent Name & Address (if any): \_\_\_\_\_

Indian Agency Commission - \_\_\_% of FOB (included in above quoted prices) PAN No. of Indian Agent: \_\_\_\_\_

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

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

Signature of Bidder \_\_\_\_\_  
 Name & Designation \_\_\_\_\_  
 Business address \_\_\_\_\_  
 Seal of the Bidder \_\_\_\_\_

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

**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

Chief Executive Officer  
SAI National Centre of Excellence  
Rajiv Gandhi Sports Complex, Sector- 06  
Rohtak Haryana- 124001

Dear Sirs,

Ref. Your Bidding Reference No \_\_\_\_\_, dated \_\_\_\_\_  
We, \_\_\_\_\_ who are proven and reputable  
manufacturers/authorised distributors of \_\_\_\_\_ (*name and description of  
the goods offered in the Bid*) having factories/office 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/distributed by us.

We also hereby extend our full warranty of **One Year** from acceptance of goods by Purchaser as  
per Clause 11 of General Conditions of Contract. We further confirm that we shall continue to  
supply spare parts (it applicable), after guarantee/warranty

Yours faithfully,

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

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

[Name & address of the manufacturers]

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

2. Original letter may be enclosed.

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

From: M/s.

Date:

To

Chief Executive Officer  
SAI National Centre of Excellence  
Rajiv Gandhi Sports Complex, Sector- 06  
Rohtak Haryana- 124001

**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

Enclosed a copy of Crossed Cheque

**PART-2**

**SUPPLY REQUIREMENTS**

## SECTION – V

### Schedule of Requirements

**Part I:**

S.No.	Description of Item (As per Tech. Specifications in Section-VI)	Total Qty.
<b>Boxing Equipment</b>		
1.	Punching Bag	34 Nos.
2.	Punching Pad	40 Pairs
3.	Wall pad	10Nos.
4.	Speed Ball	20 Pcs.
5.	Boxing Gloves 10 Oz	68 pairs
6.	Boxing Gloves 12 Oz	108 Pairs
7.	Boxing Gloves 16 Oz	31 pairs
8.	Punching gloves	330 pairs
9.	Skipping rope	610 Nos.
10.	Gum Shield	400 Nos.
11.	Bandages	620 Nos.
12.	Boxing Shoes	279 Nos.

**Part II: Required Delivery Schedule:**

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

Stores are required to be delivered to the consignees mentioned in Part-IV below within 30 days from date of Notification of Award. Time is essence of Contract. The bidders may please note that goods are to be delivered to the consignee latest within the date specified. Bidders who are not in a position to deliver the equipment within this date are advised not to participate in this tender. Date of delivery at Consignee site will be considered as the actual date of delivery.

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

Stores are required to be delivered to the consignees mentioned in Part-IV below within 30 days from date of Notification of Award. Time is essence of Contract. The bidders may please note that goods are to be delivered to the consignee latest within the date specified. Bidders who are not in a position to deliver the equipment within this date are advised not to participate in this tender. Date of delivery at Consignee site will be considered as the actual date of delivery.

**Part III :**

Required Terms of Delivery.

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

Free Delivery at Consignee Site.

**b) For goods to be imported from abroad**

The foreign Bidders are required to quote their rates on DDP at Consignee site basis as per Incoterms ® 2010 giving breakup of the price as per the Proforma prescribed in the Price Schedule in section IV. However Customs Duty Exemption Certificate (CDEC) for imported sports goods/equipments as per Performa Invoice submitted in the tender will be provided by Sports Authority of India as per Govt. Of India Notification No. 146/94-Customs dated 13.07.1994 read with Notification No. 5/2010-Customs dated 19.01.2010, amended from time to time.

**Part-IV: Consignee Details:**

<b>S. No.</b>	<b>Consignee</b>
1.	Chief Executive Officer SAI National Centre of Excellence Rajiv Gandhi Sports Complex, Sector- 06 Rohtak Haryana- 124001

**SECTION-VI**  
**TECHNICAL SPECIFICATIONS**

**Section - VI**  
**TECHNICAL SPECIFICATIONS**

S.No.	Description of Item (As per Tech. Specifications in Section-VI)	Technical Specification	Total Qty.
	<b>Boxing Equipment</b>		
1.	Punching Bag	As per Annexure- VI-A	34 Nos.
2.	Punching Pad	As per Annexure- VI-A	40 Pairs
3.	Wall pad	As per Annexure- VI-A	10Nos.
4.	Speed Ball	As per Annexure- VI-A	20 Pcs.
5.	Boxing Gloves 10 Oz	As per Annexure- VI-A	68 pairs
6.	Boxing Gloves 12 Oz	As per Annexure- VI-A	108 Pairs
7.	Boxing Gloves 16 Oz	As per Annexure- VI-A	31 pairs
8.	Punching gloves	As per Annexure- VI-A	330 pairs
9.	Skipping rope	As per Annexure- VI-A	610 Nos.
10.	Gum Shield	As per Annexure- VI-A	400 Nos.
11.	Bandages	As per Annexure- VI-A	620 Nos.
12.	Boxing Shoes	As per Annexure- VI-A	279 Nos.

## Annexure- VI-A

**1. PUNCHING BAG**

Item	Imported /Indigenous	Qty
<b>Punching bag</b>	Indigenous	34
<p><b>Specification 1</b></p> <p>MATERIAL :</p> <p>SHELL: 100% LEATHER (1.5MM + THICKNESS LINED WITH CANVASS 18 OZ.) LINING : PU FOAM FILLING : COMPRESSED FLOCK</p> <p>SIZES :</p> <p>1. LIGHT 90 CM APX WEIGHT 25 KG 2. MEDIUM 105 CM APX WEIGHT 30 KG 3. HEAVY 120 CM APX WEIGHT 40 KG DIAMETER : APX 35 CM + METAL CHAIN WITH SWIVEL SHOULD BE INCLUDED TO HANG THE BAG.</p> <p>FILLING: SHOULD GIVE A BODY FEEL, IT SHOULD NOT BE VERY HARD. THE BOXER SHOULD HAVE AN EXPERIENCE OF HITTING A REAL OPPONENT .NECESSARY STEPS SHOULD BE TAKEN TO MAKE SURE THAT THE FILLING MATERIAL USED DOES NOT CONTAIN ANY SHARP OBJECT WHICH WILL HARM THE USER WHILE HITTING.</p> <p>TIE DOWN OPTION SHOULD BE GIVEN.</p>		
<p><b>Specification 2</b></p> <p>MATERIAL :</p> <p>SHELL : 100% LEATHER</p> <p>FILLING: COMPRESSED FLOCK FILLING. DESIGN: IT SHOULD BE SHAPED FOR PRACTICING PUNCHES LIKE UPPER CUTS. THE FILLING INSIDE THE BAG SHOULD GIVE A BODY FEEL TO THE BOXER. STEPS SHOULD BETAKEN TOO MAKE SURE THAT THE FILLING INSIDE DOES NOT CONTAIN ANY SHARP OBJECT WHICH COULD HURT THE BOXER'S HAND WHILE PUNCHING.</p> <p>APX LENGTH: 105 CM. PREFERRED WEIGHT : APX 35 KG</p>		

## 2. PUNCHING PAD

Item	Imported /Indigenous	Qty
<b>Punching pad</b>	Indigenous	40
<p><b>Specification 1</b></p> <p><b>MATERIAL :</b></p> <p><b>SHELL :</b> 100 % LEATHER</p> <p><b>LINING :</b> POLYESTER LINING AND FOAM</p> <p><b>PADDING:</b> HAND CRAFTED MULTI LAYER FOAM.</p>		
<p><b>Specification 2</b></p> <p>DESIGN: IT SHOULD BE LIGHTWEIGHT YET SHOCK ABSORBING FROM IMPACT.</p> <p>THE PUNCHING PADS SHOULD HAVE A CURVED SHAPE IN ORDER TO COMPLIMENT THE SHAPE OF THE FRONT PALM. THE PADDING SHOULD HAVE A SEMI SPHERICAL FOAM STRUCTURE IN ORDER TO FIT THE CENTRE OF THE PALM. THE DESIGN SHOULD BE SUCH THAT THE COACH DOES TO FEEL ANY PAIN IN THE WRIST ON THE CENTRE OF THE PALM.</p> <p>HEAVY WT., MEDIUM WT., LIGHT WT.</p>		

### 3. WALL PAD

Item	Imported /Indigenous	Qty
<b>Wall pad</b>	Indigenous	10
<p><b>Specification 1</b></p> <p><b>Material :</b> leather , foam , metal</p> <p>Design: boxer should be able to train maximum punch combinations like hook, jab, uppercut, etc.</p> <p>The foam padding should protect the boxer's hands.</p>		
<p><b>Specification 2</b></p> <p>Targets should be indicated with alternate color patches.</p> <p>Metal chassis at the back to secure the fitting on the wall.</p> <p>Nuts and bolts to secure with the wall should be provided.</p> <p>AIBA approved with platform</p>		

#### 4. SPEED BALL

Item	Imported /Indigenou s	Qty
<b>Speed balls</b>	Indigenous	20
<p><b>Specification 1</b></p> <p><b>Speedball :</b></p> <p>Material: 100% leather with rubber latex bladder.</p> <p>It should have fast reflex from the board.</p> <p>Ball must retain its shape after prolonged use.</p> <p>Bladder should be replaceable.</p>		
<p><b>Specification 2</b></p> <p>Platform : Material : wood board , metal brackets</p> <p>Wood board should be 15 mm + thickness with laminate for smooth surface.</p> <p>The square metal bracket should be powder coated to avoid corrosion.</p> <p>Complete nuts and bolts should be provided to fix on the wall.</p> <p>Ball bearing swivel must be provided for fixing the speedball to the board.</p>		

## 5. BOXING GLOVES 10 OZ (INDIGENOUS)

Item	Imported /Indigenous	Qty
<b>Boxing gloves 10 OZ</b>	Indigenous	68
<p><b>Specification 1 - 10 oz</b>            Outer shell : 100 % leather            Inner lining : 100% polyester, Padding : pu single piece mould            1. 10 oz: to be used for elite men (light flyweight 49 kg - light welterweight 64 kg), youth men, elite and youth women, sub junior men and women.</p> <p><b>Weight Specification :</b> 10 oz : 284 grams            Tolerance : 5% (up or downwards )</p>		
<p><b>Specification 2</b></p> <p><b>Construction specification:</b> the shell portion must not weigh more than half of the total weight. Similarly, padding shall not weigh less than half of the total weight.</p> <p><b>Design:</b> it should be anatomic design following the shape of a fist. Compact fit with suitable protection for both the wearer and the opponent.</p>		
<p><b>Specification 3</b></p> <p><b>Strap closure system:</b> only velcro (hook and loop) strap is allowed.</p> <p><b>Thumb:</b> must be fixed to the top part side of the main body of the gloves with a maximum gap of 10 mm.</p> <p><b>Apx dimensions (10/12 oz only ) :</b> cuff portion : 8-10 cm , hand portion : 20 cm , width : 14-16 cm , gap in front palm for glove insertion : 1 cm .</p>		

**6. BOXING GLOVES 12 OZ (INDIGENOUS)**

Item	Imported /Indigenous	Qty
<b>Boxing gloves 12 OZ</b>	Indigenous	108
<p><b>Specification 1 – 12 OZ</b></p> <p>Outer shell : 100 % leather  Inner lining : 100% polyester  Padding : pu single piece mould</p> <p><b>Size :</b></p> <p>1. 12 oz :elite men ( welterweight 69 kg -super heavyweight 91kg + )<b>as per AIBA specification</b></p> <p><b>Weight specification : 12 oz : 340 grams</b></p> <p>Tolerance : 5% (up or downwards )</p>		
<p><b>Specification 2</b></p> <p><b>Construction specification:</b> the shell portion must not weigh more than half of the total weight. Similarly, padding shall not weigh less than half of the total weight.</p> <p><b>Design: it</b> should be anatomic design following the shape of a fist. Compact fit with suitable protection for both the wearer and the opponent.</p>		
<p><b>Specification 3</b></p> <p><b>Strap closure system:</b> only velcro (hook and loop ) strap is allowed .</p> <p><b>Thumb:</b> must be fixed to the top part side of the main body of the gloves with a maximum gap of 10 mm .</p> <p><b>Apx dimensions (10/12 oz only ) :</b> cuff portion : 8-10 cm , hand portion : 20 cm , width : 14-16 cm , gap in front palm for glove insertion : 1 cm .</p>		

**7. BOXING GLOVES 16 OZ (INDIGENOUS)**

<b>Item</b>	<b>Imported /Indigenous</b>	<b>Qty</b>
<b>Boxing gloves 16 OZ</b>	Indigenous	31
<p><b>Specification 1 16 OZ</b></p> <p>Outer shell : 100 % leather  Inner lining : 100% polyester  Padding : pu single piece mould</p> <p><b>Size:</b></p> <p>1. 16 oz : for training . <b>As per AIBA specification</b></p> <p><b>Weight Specification :</b> 16 oz : 454 grams  Tolerance : 5% (up or downwards )</p>		
<p><b>Specification 2</b></p> <p><b>Construction specification:</b> the shell portion must not weigh more than half of the total weight. Similarly, padding shall not weigh less than half of the total weight.</p> <p><b>Design: it</b> should be anatomic design following the shape of a fist. Compact fit with suitable protection for both the wearer and the opponent.</p>		
<p><b>Specification 3</b></p> <p><b>Strap closure system:</b> only velcro (hook and loop ) strap is allowed .</p> <p><b>Thumb:</b> must be fixed to the top part side of the main body of the gloves with a maximum gap of 10 mm .</p> <p><b>Apx dimensions (10/12 oz only ) :</b> cuff portion : 8-10 cm , hand portion : 20 cm , width : 14-16 cm , gap in front palm for glove insertion : 1 cm</p>		

**8. PUNCHING GLOVES (INDIGENOUS)**

<b>Item</b>	<b>Imported /Indigenous</b>	<b>Qty</b>
<b>Punching gloves</b>	Indigenous	330
<b>Specification 1</b>  Material : leather  Padding : rubber latex hand crafted padding		
<b>Specification 2</b>  Design : ideal for practice on punching bag , soft thumb design preferred .  Elastic and velcro closure to secure the wrist.  Sizes : s/m , l/xl		

**9. SKIPPING ROPE (INDIGENOUS)**

<b>Item</b>	<b>Imported /Indigenous</b>	<b>Qty</b>
<b>Skipping rope</b>	Indigenous	610
<b>Specification 1</b>  Material: plastic, pvc, leather ball bearing construction.  Should lightweight and durable.  Smooth movement.		

**10.GUM SHIELD (INDIGENOUS)**

<b>Item</b>	<b>Imported /Indigenous</b>	<b>Qty</b>
<b>Gum shield</b>	Indigenous	400
<p>Specification 1 As per AIBA rules</p> <p>Material : thermo plastic</p> <p>Size : one size</p> <p>Color : transparent</p>		
<p><b>Specification 2</b></p> <p>Single layer impact resistant design is preferred.</p> <p>Fitting: user must be able to adjust the sizing and fitting through boil and bite technic. User should be able to trim the sides to adjust as per gum size.</p> <p>Should be supplied with a sanitary box. Ii</p>		

**11.BANDAGES (INDIGENOUS)**

<b>Item</b>	<b>Imported /Indigenous</b>	<b>Qty</b>
<b>Bandages</b>	Indigenous	620
<b>Specification 1</b>  <b>As per AIBA Specification</b> Material: cotton polyester blend with stretch. Closure : only velcro (hook and loop) closure is allowed		
<b>Specification 2</b>  Width : apx 5cm Length: minimum 2.5 mtr to 4.5 mtr. Color: red, blue (preferred), black, yellow, etc.		

**12.BOXING SHOES (INDIGENOUS)**

<b>Item</b>	<b>Imported /Indigenous</b>	<b>Qty</b>
<b>Boxing shoes</b>	Indigenous	279
<b>Specification 1</b>  <b>As per AIBA rules</b> Material : Upper : pu , polyester fabric and foam Sole : rubber sole		
<b>Specification 2</b>  Design: preferred lightweight, it should be boots style , either mid cut or high cut to prevent any ankle injuries . It should be a very secure fit in order to encompass the foot . The sole should be very high traction(grip) ,the boxer should have a very good ground feel while wearing the boxing boots .		
<b>Specification 3</b> Closure : should be laces and velcro strap can be given for further adjustment .  Spikes and heels are not allowed. Sizes : 4-11 uk/ Indian sizes  Color: any attractive color combination.		

# **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**

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 fifteen (15) 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 ten percent (10%) 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.

The Performance security shall be denominated in Indian Rupees or in the currency of the contract in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in Section VIII (B) of this document in favour of the Purchaser.

In the event of any amendment issued to the contract, regarding extension of Delivery Period, the supplier shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

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, therefrom.

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),

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**

The Supplier should satisfy himself that the stores are in accordance with the terms of the Contract and fully conform to the required specification by carrying out a thorough pre-inspection of each lot of the stores before actually delivering the same to the Supplier.

In normal course the Stores 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 -11 of GCC.

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).

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.

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.

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.

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:**

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

- i) Wherever necessary, the goods supplied under the contract shall be fully insured in a freely convertible currency in the manner specified in the contract. If considered necessary, the insurance may be done for coverage on "all risks" basis including

war risks and strike clauses. The amount to be covered under insurance should be sufficient to take care of the overall expenditure, which may be incurred due to any such damage, loss etc.

- ii) where delivery of imported goods offered from abroad is required by the Purchaser on CIF/CIP/DDP basis, the supplier shall arrange for insurance for an amount equal to one hundred and ten percent of the CIF or CIP value of the goods from “warehouse to warehouse” (final destination) on “all risks” basis including war risks and strikes and pay for the insurance, making the Purchaser as the beneficiary.
- iii) The Insurance related to Terms & Conditions of Contract will be as per INCOTERMS 2010.

#### **9. Incidental services:**

Subject to the stipulation, if any, in Schedule of Requirements (Section – V) and the Technical Specification (Section – VI), the Supplier shall be required to perform the following services.

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

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.

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 practice. 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.

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. Despatch Documents for Goods Imported from abroad:**

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

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

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

- (viii) Name of Port of Loading;
- (ix) Name of Port of Discharge and
- (x) Expected date of arrival.

## **11. Warranty**

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.

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.

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.

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.

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.

## **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.**

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.

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

### Payment Terms

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

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

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

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

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

#### II) **Payment for Imported Goods on DDP terms:**

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

##### a) **On Shipment:**

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

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

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

##### b) **On Acceptance:**

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

**c) Payment of Indian Agency Commission:**

Indian Agency Commission will be paid to the Foreign Principal's Indian Agent in the local currency for an amount in Indian Rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract as on website of RBI.) and shall not be subject to further escalation / exchange variation. Payment shall be made in Indian Rupees to the Indian Agent after receipt of "Inspection and Acceptance Certificate" from the consignee.

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

Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.

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

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

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.

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-IV (E).

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

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

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.

In cases where Delivery Period is linked with date of opening of Letter of Credit, and in case the Letter of Credit is amended to make Letter of Credit as per contract, then in such cases the Delivery Period will be calculated from the date of amendment of Letter of Credit.

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.

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.

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.

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.

### **Warranties and Undertakings**

The Supplier warrants, represents and undertakes on an ongoing basis that:

- (a) Its obligations under this Agreement will be performed by a sufficient number of appropriately experienced, qualified, competent, trained and efficient personnel and in accordance with Good industry practice.
- (b) The goods shall be fit for purpose, free from defect, correspond with relevant description and comply with all relevant statutory requirements and regulations currently in place or hereafter applicable in India.
- (c) The Supplier will perform its obligations under this Agreement in compliance of all applicable, laws, enactments, orders, regulations, guidance and all regulatory changes.
- (d) The Supplier has and will continue to hold all necessary approvals/licenses from Regulators necessary to perform the Supplier's obligations under this Agreement;
- (e) It has taken all reasonable precautions to ensure that in the event of disaster/unforeseen circumstances, the impact of such disaster on the ability of the Supplier to comply with its obligations under this Agreement will be reduced to the greatest extent possible and the Supplier shall ensure that it has appropriate back up arrangements in place.
- (f) Intellectual Property Rights
  - i. The Supplier shall ensure and pay any applicable license fees and expenses to ensure that Purchaser use of any of the Goods and Services provided by the Supplier under this Agreement do not put the Purchaser in breach of a Third

Party's Intellectual Property Rights and shall hold the Purchaser harmless and fully indemnified in this regard.

- ii. The Supplier hereby grants to the Purchaser a royalty free, non-exclusive, non-transferable, perpetual rights to use the Goods Product and Regulatory Indemnity.

The Supplier shall be at all times whether during or after expiry of this Agreement, solely liable for all losses, claims, damages, liabilities including all costs and expenses (including reasonable legal fees) incurred by or awarded against the Purchaser arising out of any alleged fault or defect in the Goods or resulting from breach by the Supplier of any regulatory requirements.

The Supplier shall not assign and/or transfer any of its rights and obligations under this Agreement without the written consent of 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**

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.

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**

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.

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.

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.

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.

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**

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

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 Purchase shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has

been taken from the Contractor, the Purchaser shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at anytime thereafter may become payable to the Supplier under the same contract or any other contract with the Purchaser or the Government, pending finalization or adjudication of any such claim and that The Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

**23. Resolution of disputes**

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.

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

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

The courts of New Delhi 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**  
**NATIONAL CENTRE OF EXCELLENCE, ROHTAK**

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

Dated \_\_\_\_\_

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

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

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

Schedule No.	Brief description of goods	Accounting unit	Unit Price	Quantity to be supplied	Total price	Terms of delivery

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

Total value (in figures) \_\_\_\_\_ (In words) \_\_\_\_\_

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

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

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

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

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

To

Chief Executive Officer  
SAI National Centre of Excellence  
Rajiv Gandhi Sports Complex, Sector- 06  
Rohtak Haryana- 124001

[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]

**(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            )

No. P-45021/2/2017-PP (BE-II)  
Government of India  
Ministry of Commerce and Industry  
Department for Promotion of Industry and Internal Trade  
(Public Procurement Section)

Udyog Bhawan, New Delhi  
Dated: 04<sup>th</sup> June, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

**ORDER**

**Subject: Public Procurement (Preference to Make in India), Order 2017- Revision; regarding.**

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 9(a), 9(b) and 10(b) modified and Para 3A added] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018 and Order No.P-45021/2/2017-B.E.-II dated 29.05.2019, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017" dated 04.06.2020 effective with immediate effect.

**Whereas** it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

**Whereas** procurement by the Government is substantial in amount and can contribute towards this policy objective, and

**Whereas** local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

**Now therefore the following Order is issued:**

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

*'Local content'* means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

*'Class-I local supplier'* means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Order.

*'Class-II local supplier'* means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.

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'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

### 3. Eligibility of 'Class-I local supplier' / 'Class-II local supplier' / 'Non-local suppliers' for different types of procurement

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

#### 3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

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(b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

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

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

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4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. **Minimum local content:** The local content requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier'/'Non-local supplier' shall be as defined in the Para "2" of the Order. No change is permissible on this account. However, if any nodal Ministry/ Department finds that for any particular item, pertaining to their nodal ministry/department, the definition of Local Content, as defined in the Order, is not workable/ has limitations, it may notify alternate suitable mechanism for calculation of local content for that particular item.
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
  - a. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
  - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
  - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

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- d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
- e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
  - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
  - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
  - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

**10. Specifications in Tenders and other procurement solicitations:**

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

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- d. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.
- e. For the purpose of sub-paragraph 10 d above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

**10A. Action for non-compliance of the Provisions of the Order:** In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

**11. Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

**12. Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

**13. Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

**14. Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or

.....Contd. p/7

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- c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

16. **Standing Committee:** A standing committee is hereby constituted with the following membership:

Secretary, Department for Promotion of Industry and Internal Trade—Chairman  
 Secretary, Commerce—Member  
 Secretary, Ministry of Electronics and Information Technology—Member  
 Joint Secretary (Public Procurement), Department of Expenditure—Member  
 Joint Secretary (DPIIT)—Member-Convenor

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

- a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
- b. shall annually assess and periodically monitor compliance with this Order
- c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
- d. may require furnishing of details or returns regarding compliance with this Order and related matters
- e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
- f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
- g. may consider any other issue relating to this Order which may arise.

18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

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**19. Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1<sup>st</sup> January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

**20. Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



(Rajesh Gupta)

Director

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