



**SPORTS AUTHORITY OF INDIA
LAKSHMIBAI NATIONAL COLLEGE OF PHYSICAL EDUCATION,
KARIAVATTOM(PO),THIRUVANANTHAPURAM-695581**

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Bid Reference No.SAI/sportsequipment/NCC/2019

E-Bidding Document For Procurement of SPEED BOAT & OBM (Re-Tender)

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PART-1
BIDDING PROCEDURE

SECTION I

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www.eprocure.gov.in/eprocure/app
SAI's website:
www.sportsauthorityofindia.nic.in

Bid Reference No.SAI/sports equipment/NCC/2019

INVITATION FOR ONLINE BIDS (IFB)

1. Sports Authority of India (SAI/Purchaser), for and on behalf of the Principal Sports Authority of India, invites online bids(**manual bids shall not be accepted**) on two bid system for procurement of following Sports Equipments mentioned below: -

Brief Description of Sports Equipments	Amount of Bid Security
SPEED BOAT & OBM	Rs.40,000.00

Scanned copy of Bid Security is to be uploaded online and Hard copy of the same must be sent to the Principal, SAI,LNCPE,Kariavattom, Thiruvananthapuram 695581on or before Bid Submission Date & Time as mentioned in Critical Date Sheet.

Note:

- a) *No cost of tender document may be charged for the tender documents downloaded by the bidders. (Rule 161(iv) of GFR 2017)*
- b) *The amount of Bid Security should generally be between two to five per cent of the estimated value of the goods to be procured. The exact amount of Bid Security to be indicated above should be rounded off to the nearest thousand of Rupees.*

CRITICAL DATE SHEET

Uploading/Publication of Tender Documents	26.08.2019
Downloading of Bid Documents	26.08.2019
Cut of Date for Seeking Clarifications	28.08.2019
Pre bid meeting	29.08.2019
Last Date & Time of Submission of Bids	04.09.2019
Opening Date & Time of Technical Bids	06.09.2019
Opening Date & Time of Financial Bids	07.09.2019

2. Bidder may also download the Bidding Documents from the web site- www.lncpe.gov.in & CPP Portal of Govt. of India i.e. <http://eprocure.gov.in/eprocure/app>. Bidders shall ensure that their Bids, complete in all respect are uploaded online before the closing date and time as indicated in the critical date sheet above on CPP Portal <http://eprocure.gov.in/eprocure/app>.
3. Bids shall be submitted online only at CPPP website: <http://eprocure.gov.in/eprocure/app>. Bidders are advised to follow the instructions provided in the 'Instructions to the Bidder for e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>.
4. Bidder who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> and SAI website shall not tamper/modify the tender form including downloaded price bid template in any manner. In case, the same is found to be tempered/ modified in any manner, tender will outrightly be rejected.
5. Intending bidders are advised to visit again CPP Portal website www.eprocure.gov.in and SAI website at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

**Assistant Director
LNCPE Sports Authority of India**

SECTION II - A
INSTRUCTIONS TO BIDDERS (ITB)
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SECTION – II (A)
INSTRUCTIONS TO BIDDERS (ITB)
(a) PREAMBLE

1. Definitions and Abbreviations

- i) The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:
- ii) Definitions:
- a. “Purchaser” means the organisation purchasing goods and services as incorporated in the Tender Enquiry documents i.e, SAI,LNCPE,Thiruvananthapuram
 - b. “Tender” means bids/quotations/Tender received from a Firm/ Bidder.
 - c. “Bidder” means bidder/the individual or firm submitting bids/Quotations/Tender.
 - d. “Supplier” means the individuals or the firm supplying the goods and services as incorporated in the contract.
 - e. “Goods” means the instruments, machinery, equipment, medical equipment etc., which the supplier is required to supply to the purchaser under the contract.
 - f. “Services” means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
 - g. “Earnest Money Deposit” (EMD) means Bid Security/monetary or financial guarantee to be furnished by a bidder along with its tender.
 - h. “Contract” means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc., therein.
 - i. “Performance Security” means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
 - j. “Consignee” means person to whom the goods are required to be delivered to a person as an interim consignee for the purpose of person is the consignee, also known as ultimate consignee.
 - k. “Specification” means the document/standard that prescribes the requirement with which goods or service has to conform.
 - l. “Inspection” means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.

m. “Day” means calendar day.

iii) Abbreviation:-

- a. “TE Document” means Tender Enquiry Document
- b. “NIT” means Notice Inviting Tenders
- c. “ITB” means Instruction to Tenders
- d. “GCC” means General Conditions of Contract
- e. “SCC” means Special Conditions of Contract
- f. “NSIC” means National Small Industries Corporation
- g. “DP” means Delivery Period
- h. “BG” means Bank Guarantee
- i. “ED” means Excise Duty
- j. “CD” means Custom Duty
- k. “VAT” means Value Added Tax
- l. “CENVAT” means Central Value Added Tax
- m. “GST” means Goods and Services Tax
- n. “FOR” means Free on Rail
- o. “CIF” means Cost, Insurance and Freight
- p. “CMC” means Comprehensive maintenance Contract (labour, spare and preventive maintenance)
- q. “RT” means Re-Tender

2. Introduction

- a) This bid document is for procurement of items as mentioned in **Section –V** “Schedule of Requirements.
- b) This Section (**Section II**) provides relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the Purchaser for receipt and opening of bids as well as scrutiny and evaluation of bids and subsequent placement of contract.
- c) Before formulating the bid and submitting the same to the Purchaser, the bidder should read and examine all the terms and conditions, instructions, specifications etc. contained in the bid document. Failure to provide and/or comply with the required information, instructions etc. incorporated in this bid document, may result in rejection of the bid.

3. Language of Bid

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 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 purpose of interpretation of the bid, the English translation shall prevail.

4. Eligible Goods and related services

All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term “origin” used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

5. Tendering Expenses

The Bidders shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process

(b) BIDDING DOCUMENTS

6. Content of Bidding Documents

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

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

7. Amendment(s) to Bid Document

- a) At any time prior to the deadline for submission of bid, the Purchaser may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid document by issuing suitable amendment(s) to it.
- b) Such an amendment to the bid document will be uploaded on SAI website: and Central Public Procurement (CPP) Portal of Government of India i.e. www.eprocure.gov.in only.
- c) Prospective bidders are advised in their own interest to visit website of Sports Authority of India (SAI) and CPP Portal for any amendment etc. before submitting their bids.
- d) In order to afford prospective bidders reasonable time to take into account the amendments in preparing their bids, SAI may, at its discretion, suitably extend the dead line for submission of bids.

8. Modifications/withdrawal of bids

- a) The bidder, after submitting the bid, is permitted to submit alterations/modifications to the bid, so long such alterations/ modifications are received duly sealed and marked like original bid, up-to the date and time of submission of bid. Any amendment/modification submitted after the prescribed date and time of receipt of bids is not to be considered.
- b) The bidder may modify or withdraw his bid after submission, provided that a written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

9. Clarification of Bid Document

- a) A bidder requiring any clarification or elucidation on any issue in respect of the bid document may take up the same with the Purchaser in writing. The Purchaser will respond in writing to such request provided the same is received (by the Purchaser) not later than 10.08.2019
- b) Any clarification issued by Purchaser in response to query (ies) raised by the prospective bidders shall form an integral part of bid document and it may amount to an amendment of the relevant clause(s) of the bid document.

10. Late bids

Any bid submitted after the specified date and time for submission of bids shall not be considered.

11. Bid format

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

(c) PREPARATION OF BIDS

12. Documents comprising the bid

The two bid system, i.e, “Technical Bid” and “Financial Bid” prepared by the bidder shall comprise of the following:-

13. Technical Bid:

The Bidder shall submit the scanned copy of following documents along with company file while submitting the bid documents:-

- a) Bid Security. Bid Security is to be furnished in accordance with clause 21 of ITB and bid submission as per form at **Section IV (D)**
- b) Authorization Certificate issued by OEM in favor of the bidder, if the bidder is not the Manufacturer of the goods to be supplied.
- c) Self-attested ID proof, address proof, Pan Card and a recent passport size colored photograph of authorized representative.
- d) Bidder/Agent who quotes for items manufactured by OEM shall furnish scanned copy of Manufacturer’s Authorization Form as per **Section IV (E)**.
- e) Certificate of Incorporation/ Registration Certificate of the firm / Company/Agency.
- f) Documents mentioned in the qualification criteria as per **Section III (A)**.
- g) “Performance Statement” as per form in **Section III-B**.
- h) Certificates of satisfactory performance in supply of similar sport items as stipulated in Section III (A).
- i) National Electronic Fund Transfer (NEFT Form) as per **Section IV- (F)** for payment in Indian Rupee.
- j) Certificate of Chartered Accountant showing annual turnover for the last three financial years. Copies of Balance Sheet, Profit and Loss Account statement etc need not be enclosed.
- k) Income Tax returns filed for the last three financial years.
- l) Goods & Services Tax Registration Certificate
- m) Valid PAN, TIN (Tax Payer Identification Number)/TAN
- n) Copy of the Technical Specifications, Make, Model or Catalogue/leaflet of the product proposed to be supplied with complete specifications.
- o) Latest lab report not later than a year old from Government or Government approved lab of each item quoted conforming to specifications as mentioned in Section V.
- p) Detailed specifications along with make and model of the goods which the bidder proposes to supply. In case, the configuration/specifications offered by the bidder are found to be inferior to the configurations/specifications prescribed in the nomenclature Section V, then the tender of such bidders shall be rejected out rightly.

Note:-

- i. *The bidding companies /firms /agencies are required to attest (self attestation) the scanned copies of documents, along with the bid, signed on each page with seal, to establish the bidders’ eligibility and qualifications failing which their bid shall be summarily rejected and will not be considered. The bidders are responsible for what*

they attest and claim; if, later on, it is found that whatever has been attested by the bidder is not true/ correct, the company/ firm / agency of the bidder will render itself liable for punitive action including black- listing for purpose of procurement of any item(s), in addition to attracting penal provisions of the agreement.

- ii. *The Technical bid shall not include any financial information. Such a bid shall be summarily rejected.*

14. Financial Bid: - This should be uploaded online in the prescribed PDF format as per **Section IV (C)** of bid document.

- a) The bidder shall quote the basic price exclusive of taxes & duties. The basic unit price shall be indicated individually against all the items. The bidder shall quote rates for all the items given in the schedule (Section IV). If the bidder does not quote rate for any of the items given in the Schedule, the offer will not be considered, being unresponsive. The offer shall be in Indian Rupees only.
- b) In Global Tender Enquiry (GTE) tenders, the foreign bidders are allowed to quote price (and get paid) in RBI's notified basket of foreign currencies- US Dollar or Euro or Pound sterling or Yen etc., in addition to the Indian Rupees except expenditure incurred in India (including agency commission if any) which should be stated in Indian Rupees. Indian Bidders are to quote in INR only.
- c) The amount of agency commission, payable to the Indian agent should not be more than what is specified in the Agency Agreement (a certified copy should be submitted along with the bid) between the bidder and the Indian Agent.
- d) Bidder shall quote only one price for each item. If more than one price is quoted, the lowest unit rate quoted by the bidder will be considered for evaluation.
- e) Discount, if any, offered by the bidders shall not be considered unless they are specifically indicated in the Price Schedule. Bidders desiring to offer discount shall, therefore, quote their bids suitably and shall quote clearly net price taking all such factors like discount, free supply etc. into account.
- f) The unit price shown in the financial bid will be exclusive of taxes & duties. The bidder shall quote for all these taxes including GST separately in the given column of price schedule. Statutory variations in such duties, if any, shall be reimbursed against the proof of payment to the statutory authority during the period from the date of the tender to the date of acceptance of the tender (that is placement of the contract) and during the original/extended delivery period of the contract.
- g) All pages of the price bid should be page numbered and indexed.
- h) The authorized signatory of the bidder must sign the bid, duly stamped at appropriate places with initial on all the remaining pages of the bid.
- i) No condition shall be attached to the Financial Bid. Conditional bids shall be summarily rejected.
- j) The bid of a bidder, who does not fulfill any of the above requirements and /or gives evasive information /reply against any such requirement, shall be liable to be ignored and rejected.

Note:

Bidders are requested to upload the "Technical Bid" and "Financial Bid" having the above mentioned documents online in PDF format.

15. Bid currency

- (i) The tender supplying indigenous goods or already imported goods shall quote only in Indian Rupees.
- (ii) For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currencies say US Dollar, Euro, GBP, or Yen. As regards prices 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 indicated in the space provided for in the price schedule and will be payable in Indian Rupees only.
- (iii)Tenders, where prices are quoted in any other way shall be treated as non-responsive and rejected.

16. Bid Price

- i) The Bidder shall indicate on the Price Schedule provided under Section IV (C) all the specified components of prices shown therein. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a Bidder, same should be clarified as “NA” (means Not Applicable) by the Bidder.

- ii) Additional information and instruction on Duties and Taxes:

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

- iii) 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 bodies 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 the 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 the necessary action in the matter.

- iv) The need for indication of all such price components by the Bidders 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.

17. 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. As regards, taxes and duties, if any chargeable on the items, clause 14 (f) of this Section will be applicable.

18. Alternative Bids are not allowed.

19. Documents establishing bidder's eligibility and qualifications

- i) The bidder shall furnish, as part of its bid, relevant details and documents establishing its qualifications to perform the contract.
- ii) The documentary evidence needed to establish the bidder's qualifications:
- iii) In case the bidder offers to supply items, which are manufactured by OEM, the bidder should be duly authorized by the manufacturer to quote for and supply the goods to the Purchaser. The bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section IV-E of this document.

20. Documents establishing Good's Conformity to TE Documents.

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

21. Bid Security/Earnest Money Deposit (EMD)

- i) The bidder shall furnish Bid Security for an amount as shown in the Clause 1 of Section I- IFB. The Bid Security is required to protect the Purchaser against the risk of the bidder's unwarranted conduct as explained under sub-clause 21 (vii) below.

Non submission of Bid Security will be considered as major deviation and bid will not be considered

- ii) In case, as per notification of Government of India, 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.
- iii) The Bid Security shall be furnished in one of the following forms:

- i) Account Payee Demand Draft

- ii) Fixed Deposit Receipt

- iii) Banker's cheque

- iv) Bank Guarantee from any of the commercial banks (as per the format at **Section IV-D**)

Note:- Bank Guarantee only in cases where Bid Security amount exceeds the threshold (Rupees five lakh)

- iv) The Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee shall be drawn on any Commercial Bank in India, in favour of the Principal Sports Authority of India", payable at Trivandrum In case of Bank Guarantee, the same is to be obtained from any commercial bank in India as per the format specified under **Section IV (D)** of the Bid Document.
 - v) The Bid Security shall be valid for a period of sixty (60) days beyond the validity period of the bid.
 - vi) Unsuccessful bidders' Bid Security will be returned to them without any interest, after expiry of the bid validity period, but not later than thirty days after conclusion of the resultant contract. Successful bidder's bid security will be returned without any interest, after receipt of Performance Security from him as called for in the contract.
 - vii) 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. Further, if successful bidder fails to furnish the required Performance Security and sign the contract / agreement within the period as specified by SAI in the Letter of Award (LoA), its Bid Security/EMD will be forfeited.

22. Bid Validity

- i) The bid shall remain valid for acceptance for a period of **90** days after the date of bid opening, prescribed in the bid document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.
- ii) In exceptional circumstances, Purchaser may request the bidders' consent to extend the validity of their bids up to a specified period. The bidders, who agree to extend the bid validity period are to extend the same in writing. However, they will not be permitted to modify their original bids during the extended bid validity period.

- iii) In case, the day up to which the bids are to remain valid falls on a holiday or on a day declared as holiday or closed day for the Purchaser, the bid validity shall automatically be extended up to the next working day.

23. Purchaser's right to accept any bid and to reject any or all bids.

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

24. Signing of bids

- i) The bid shall be duly signed at the appropriate places as indicated in the bid document and also in all other pages of the bid. The bid shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the person signing the bid shall initial the same. The letter of authorization shall be a written power of attorney in the format placed at Section IV B, which shall also be furnished along with the bid.
- ii) Bid shall either be typed in indelible ink and the same shall be signed by the bidder or by a person who has been duly authorized to bind the bidder to the contract and uploaded in PDF format.

(d) SUBMISSION OF BIDS

25. Submission of bids

- i) Bids should be submitted on line as per the instructions given for online submission under Section II (B).
- ii) Bids must be received by the Purchaser not later than the date and time prescribed in the bid document.
- iii) Purchaser, at his discretion, may extend the deadline for submission of bids by amending the bid document in accordance with clause 7 of **ITB**. In that case, all rights and obligations of the Purchaser and the bidders would automatically stand extended.
- iv) Submission of more than one bid by the same bidder shall entail him for disqualification from participating in the bid process.

(e) BID OPENING

26. Opening of bids

- a) The Purchaser will open the bids at the specified date, time and place as indicated in the IFB in **Section-I**. If due to administrative reasons the venue / date/ time of bid opening are changed, it will be displayed prominently in the notice board of the Purchaser and on the SAI's website.
- b) In case the specified date of bid opening falls on a holiday or is subsequently declared a holiday or closed day for the Purchaser, the bids will be opened at the appointed time and place on the next working day.
- c) Authorized representatives of the bidders, who have submitted bids on time may attend the bid opening provided they bring with them letters of authority from the corresponding bidders. Letter of authority for attending the bid opening meeting should be in the format placed at **Section IV (G)**.
- d) Two – bid system as mentioned in Para 10 above will be as follows:-
- e) **Technical Bids** will be opened in the first instance, at the prescribed date and time as indicated in **Section –I (IFB)**. These bids shall be scrutinized and evaluated by the Purchaser with reference to parameters prescribed in the Bid Document. During the Technical bid opening, the bid opening official(s) will read the salient features of the bids like brief description of the items offered, delivery period, Bid Security and any other special features of the bids, as deemed fit by them. Thereafter, in the second stage, the Financial Bids of only the technically acceptable bids / offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical Bid. The prices, special discount if any offered etc., as deemed fit by bid opening official(s) will also be read out.

(f) SCRUTINY AND EVALUATION OF BIDS

27. Basic Principle

Bids will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the bidders in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders

28. Scrutiny of Bids

- i) The Purchaser will examine the Bids to determine whether they are complete, whether the documents have been properly signed, stamped and whether the Bids are generally in order.
- ii) 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 nonconformity in the Bid,
- iii) If a Bid is not substantially responsive, it will be rejected by the Purchaser.

29. Minor infirmity/irregularity/Non-conformity

If during the preliminary examination, the purchaser find any minor infirmity and/ or irregularity and/ or non-conformity in a tender, the purchaser will convey its observation on such 'minor' issues to the bidder by registered / speed post etc. asking the bidder to response by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

30. Discrepancies in Prices

- i) If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- ii) If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected, and
- iii) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- iv) If, as per the judgment of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by registered/speed post. If the bidder does not agree to the observation of the purchaser, the tender is liable to be ignored.

31. Discrepancy between original and copies of Tender

In case any discrepancy is observed between the text etc. of the original copy and that in the other copies of the same tender set, the text etc. of the original copy shall prevail. Here also, the purchaser will convey its observation suitably to the bidder by register/ speed post and, if the bidder does not accept the purchaser's observation, that tender will be liable to be ignored.

32. Qualification Criteria

Bids of the Bidders, who do not meet the required Qualification Criteria prescribed in Clause 13 of Section II A read with Section III, will be treated as non - responsive and will not be considered further.

33. Comparison of Bids and Award Criteria.

- i) The comparison of the techno commercially responsive Bids for ranking purpose shall be carried out on Free Delivery at Consignee Site basis.

- ii) The Contract shall be awarded to the responsive Bidder(s) who is overall/item wise (to be specified by the Purchaser as per functional requirement) lowest in all the items and who meets the laid down Qualification Criteria in the Bid documents.
- iii) The Purchaser reserves the right to give the price preference/ purchase preference as per the instruction in vogue while evaluating, comparing and ranking the responsive Bids. The Bidders claiming the same should enclose the concerned Notification of Govt. of India along with other relevant documents so as to establish their claim for such preferences.

34. Contacting the Purchaser

- (i) From the time of submission of tender to the time of awarding the contract, if a BIDDER needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.
- (ii) In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the purchaser

(g) AWARD OF CONTRACT

35. The Purchaser's Right to accept any tender and to reject any or all tenders

The purchaser reserve the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidders.

36. Notification of Award

- (i) The bidder whose bid has been accepted will be notified of the award by the Purchaser prior to the expiry of the bid validity period.
- (ii) Before expiry of the bid validity period, the Purchaser will notify the successful bidder in writing, by registered / speed post or by fax/ email that its bid for items, which have been selected by the Purchaser, has been accepted; also briefly indicating there-in, that the essential details like description, quantity of the items, and delivery period, and prices have been accepted. The successful bidder must furnish to the Purchaser the required Performance Security within 30 days from the date of dispatch 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 4 under **Section VI**.
- (iii) The Letter of Award (LoA) will state the sum that the Purchaser will pay to the successful bidder in consideration of the items to be supplied by him.
- (iv) The details of award of work and name of the successful bidder shall be mentioned on the CPPP and also in the notice board/bulletin/website of SAI.
- (v) Notification of Award shall constitute the conclusion of the Contract.

37. Issue of Contract

- (i) Promptly after notification of award, the Purchaser will mail the Contract Agreement as per **Section VII (A)**, duly completed and signed, in duplicate, to the successful bidder by registered / speed post.
- (ii) The successful bidder shall return the original copy of the contract, duly signed and dated, to the Purchaser by registered/ speed post within 30 days from the date of issue of the contract.

38. Variation of quantities at the time of award

At the time of awarding the contract, the Purchaser reserves the right to increase or decrease, the quantity of items mentioned in the “Schedule of Requirements” up to Twenty Five per cent (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted in the bid by the bidder.

39. Annulment of Award

Failure of the successful bidder to comply with the requirement of signing an agreement with the Purchaser and furnishing Performance Security as per clause 4.(a) of **Section VI** shall constitute sufficient ground for annulment of the award and forfeiture of bid security.

40. Cancellation of Bid

The Purchaser reserves the right to cancel the bid(s)/contract without assigning any reason.

41. Disqualification

Purchaser reserves the right to disqualify the bidder for a suitable period who fails to supply the items in time. Further, the bidder(s) whose items do not perform satisfactorily in accordance with the specifications may also be disqualified for a suitable period by the Purchaser.

42. 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 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 22 of GCC – Termination for default in Section-VI and other administrative actions as deemed fit by the purchaser

43. Corrupt or fraudulent practices

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

- i) 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;
- ii) Will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by the Purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or in executing the contract
- iii) The Purchaser reserves the right not to conclude the contract and in case contract has been issued, terminate the same, if found to be obtained by any misrepresentation, concealment and suppression of material facts by the bidder. In addition, Bid Security/ Performance Security (as the case may be) deposited by the bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment and suppression of material facts shall be initiated.

44. Conflict of Interest among bidders/agents

A bidder shall not have conflict of interest with others bidders. Such conflict of interest can lead to anti competitive practices to the detriment of purchaser's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process if;

- i) they have controlling partner (s) in common; or
- ii) they receive or have received any direct or indirect subsidy/financial stake from any of them; or
- iii) they have the same legal representative/agent for purposes of this bid; or
- iv) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- v) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assemblies from one bidding manufacturer in more than one bid.
- vi) in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:-
- vii) The principal manufacturer directly or through one Indian agent on his behalf; and
- viii) Indian/foreign agent on behalf of only one principal.
- ix) a bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid; in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should

quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business

SECTION-II

(B) Instructions for Online Bid Submission

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>.

A. 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.

B. SEARCHING FOR TENDER DOCUMENTS

(i). There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

(ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

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

C. PREPARATION OF BIDS

(i) Bidder should take into account corrigendum published on the tender document before submitting their bids.

(ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

(iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

(iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

D. SUBMISSION OF BIDS

(i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

(ii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

(iii) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.

(iv) Bidder should prepare the EMD 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)& (vi) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

(vii) 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.

(viii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

(ix) Upon the successful and timely submission of bids (ie 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.

(x) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

E. ASSISTANCE TO BIDDERS

(i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender.

(ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the help desk is 1800 3072 2232. Foreign bidder can get help at +91-7878007972,+91 7878007973.

SECTION – III (A) QUALIFICATION CRITERIA

Bid Reference No.

Dated: _____

(a) The Bidder must be a Manufacturer or its authorized distributors/agents

Sl. No.	Criteria	Documentary Evidence Required
1.	The bidder must be a company/firm/sole proprietor registered in India from last three years as on the bid submission date.	Enclose copy of certificate of incorporation/registration issued by relevant authority in India.
2.	Bidder must have annual average turnover of Rs.1 crore in last three financial years. This is exempted for MSMEs and Start Ups as per GOI Guidelines.	Statutory Auditor's Certificate that provides the information explicitly as per the criteria. Statutory Auditor's Certificate is mandatory. Providing Balance Sheet or Financial Statements is not sufficient for this requirement.
3.	Enclose blacklisting declaration in the format given in Section IV (J)	
4.	The bidder should have a valid GST No. or should have registered under GST.	Enclose copy of GST registration certificate.
5	In case bidder is not a manufacturer of equipment then the bidder should be an authorised agent/distributor of the manufacturer and the business of supplying sports equipment for more than one year.	
6	The manufacturer /bidder should have successfully completed manufacturing and supply of equipment(boat) more than 5 during the last two years. This is not applicable for MSMEs and start Ups	

(

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 working satisfactorily ?
					As per contract	Actual		
1	2	3	4	5	6	7	8	9

(Signature and seal of the bidder)

Note:

- Purchaser reserves the right to ask the manufacturer as well as the bidder to furnish copies of orders and satisfactory Consignee Certificate(s) in respect of above.*

SECTION – IV
(A) BID SUBMISSION FORM

Date _____

To
Sports Authority of India

Ref.: Your Bidding Document No. _____ dated _____

Sir,

We, the undersigned have gone through the above mentioned Bidding Document, including amendment/corrigendum no. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver _____ (Description of goods and services) to the purchasers named in the schedule in conformity with your above referred document at the rates as shown in the price schedule(s), attached herewith and made part of this Bid.

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 04 of Section-VII for due performance of the Rate 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, upon conclusion of formal Rate Contract on us, the supply orders placed on us by the designated Indentors against the Rate Contract shall constitute a binding contract between us and the Indentors.

We fully agree to abide by all terms and conditions of General Conditions of Contract/Special Condition 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 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) Form for Power of Attorney

Know all men by these presents, we, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms. (Name),son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the (Name of Mandate) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidder’s and other conferences and providing information/responses to Sports Authority of India(hereinafter referred to as “Purchaser”), representing us in all matters before Purchaser, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with Purchaser in all matters in connection with or relating to or arising out of our bid for the said Tender and /or till the entering into the Contract with Purchaser.

AND we hereby agree to ratify and confirm and do hereby all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____ THE ABOVE NAMED PRINCIPALS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ___ DAY OF 2018

For _____

(Signature)

(Name, Title, and Address) Witnesses:

- 1.
- 2.

Accepted (Notarized)

(Signature)
Attorney)

(Name, Title and Address of the

Section IV
(C) PRICE SCHEDULE

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

1	2	3	4	5					6
Schedule	Brief Description of Goods	Quantity (Nos)	Country of Origin	Price per unit (Rs.)					Total Price on Delivery at Purchaser's site.** (Rs.) 3* (e)
				Ex - factory/ Ex - warehouse /Ex - showroom /Off - the shelf	GST	Packing and Forwarding charges	Inland Transportation, Insurance loading/ unloading and Incidental costs till Purchaser's site	Price on delivery at Purchaser's site**	
				(a)	(b)	(c)	(d)	(e) =a+b+c+d	
I									
II									

Total Bid price in Rupees: _____

In words: _____

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

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

Place: _____
Address _____
Date: _____

Signature of Bidder _____
Name & Designation _____
Business

Seal of the Bidder _____

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

(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 3* (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									
II									

* 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 **two(02) years** 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
(D) 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 Rate 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 performance guarantee will remain in force for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

(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
(E) MANUFACTURER’S AUTHORISATION FORM

To

Sports Authority of India
LNCPE, Kariavattom(PO)
Thiruvananthapuram. 695581

Dear Sirs,

Ref. Your Bidding Reference No. _____, dated _____
We, _____ who are proven and reputable
manufacturers/distributors/stockists of M/s.(Name of the Manufacturer) of
_____ (name and description of the goods offered in the Bid)
having factories/offices at _____, hereby authorise
Messrs _____ (name and address of the agent) to submit a Bid,
process the same further and enter into a Contract with you against your requirement as
contained in the above referred Bidding Documents for supply of the above goods
manufactured by us during the currency of the Rate Contract.

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

Yours faithfully,

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

[Name & address of the manufacturers]

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

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

From: M/s.

Date:

To

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

Bank 's name	
Branch Address	
Branch Telephone / Fax no.	
Supplier's Account No.	
Type of Account	
IFS Code	
Telephone no. of supplier	
Supplier's E-mail ID	

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

[Name & address of the manufacturers]

Confirmed by Bank

Enclosed a copy of Crossed Cheque

SECTION IV

(H) DISCLOSURE OF CONFLICT OF INTEREST

It is hereby disclosed that we have not any conflict of interest with others bidders in terms of conditions stipulated in clause No. 44 of Section II- A of Tender Document. If this disclosure is found wrong later on, we are liable for punitive action as per terms of the agreement.

(Authorized Signatory)

Stamp

SECTION IV
(I) DISCLOSURE OF CODE OF INTEGRITY

It is hereby disclosed that we _____ shall not act in contravention of the codes as under:-

1. Prohibition of:-

- a) Making offer either directly or indirectly in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- b) Any omission, or misrepresentation that may mislead or attempt to mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- c) Any collusion, bid rigging or anti competitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
- d) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- e) Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.
- f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- g) Obstruction of any investigation or auditing of a procurement process.
- h) Making false declaration or providing false information for participation in a tender process or to secure a contract.

2. It is also disclosed that no previous transgressions have been made in respect of the provisions of Sub Clause (i) of Rule 175 of GFR with any entity in any country during the last three year or of being debarred by any other procuring entity.

(Authorized Signatory)

Stamp

SECTION IV
(J) AFFIDAVIT/UNDERTAKING

I/ We have read and understood the instructions and the terms and conditions contained in the document. I/We accordingly accept all terms and conditions of the tender enquiry document including the essential conditions specially incorporated in the tender enquiry like terms of terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law. I/ We confirm that we do not stand deregistered/debarred/banned/blacklisted by any Govt. Authorities. I/ We do hereby declare that the information furnished/ uploaded is correct to the best of my/our knowledge and belief. I/We hereby certify that the prices offered by us in this tender is not higher than the prices we had offered to any other Govt. of India Organisation (s)/PSU(s) during the last one year and shall provide the justification for reasonableness of our offered price whenever asked during evaluation of our submitted bid. I/ We also hereby certify that if at any time, information furnished by us is proved to be false or incorrect; I/ We are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

Date:

(Signature of the bidder)

NAME & ADDRESS OF THE
BIDDER

NOTE: To be submitted on non-judicial stamp paper of Rs. 10/- duly certified by Public Notary

PART-2
SUPPLY REQUIREMENTS

SECTION – V
Schedule of requirement & Technical Specification

1. Two FRP speed boats of following specifications.

- a) Length - 5.5 mts(+ or - 5%).
- b) Breadth - 1.6 mts(+ or - 10%).
- c) Draught - 0.7mts(+ or - 5%).
- d) Speed - Boat.1 - 10 to 15 knots with full carrying capacity, using 25 hp OBM.
- Boat.2 - 20 to 25 knots with full carrying capacity, using 40 hp OBM.
- e) Carrying capacity - Boat.1 & Boat.2 - up to 8 persons including boat driver.
- f) the seating to be provided with 2 bucket seats in front and bench type seating for the rest as shown in the sketch appended
- g) Weight - 1,000 kgs to 1,200 kgs at full carrying capacity with the OBM.
- h) Engine -OBM from leading brands(Yamaha/ Suzuki/ Mercury etc).
- i) Both boats should meet all IRS and KIV technical specifications.
- j) The design and drawings of the hull and swam tests should be carried out as per KIV Act by approved Consultant and certified by the Chief KIV Surveyor.
- k) The design of the hull should be of shallow “V” nature for better stability.
- l) Safety bulk head should be provided in the bow to avoid flooding of the main compartment due to water ingress.

m) The boats should have mandatory navigational lights and head light for night vision.

n) Life safety equipment such as life jackets, life buoys, fire extinguishers, bilge pumps etc should be provided as per KIV mandate.

o) Boat anchor with 20 mts of chain cable should be provided with securing ring in the bow for anchoring in the lake in case of requirement.

p) Stainless steel hooks to be provided in the bow for pulling the boat for dry docking the boat.

q) Folding canopy made of best quality nylon and aluminium frames should be provided.

r) Steering wheel with electronic/battery starter should be provided.

2. Boats should be registered under KIV Rules, 2010

(Necessary registrations to be obtained by the supplier on behalf of the SAI).

3. Since different brands of OBMs with a wide range of price tags are available in the market, price bids for the speed boats should be exhibited separately for the boat (hull) and the OBM.

4 Suppliers should quote price of OBMs (inclusive of all taxes admissible) from reputed OEMs such as YAMAHA/ Suzuki/ Mercury etc.

5 The supplier of hull should prove ,with full designated load, that the Boat-1 will have sustainable speed of 12 knots reaching Maximum of 15 knots with 25 HP OBM and Boat-2 will have sustainable speed of 20 Knots reaching Maximum of 25 knots with 40 HP OBM..

6 The boat (hulls& OBM) should have minimum 2 years guarantee.

7 Supplier should arrange AMC for the hull for a period of 5years after expiry of Guarantee period of two years. AMC of OBM for 5 years after expiry of guarantee period can be arranged by SAI directly with the OEM.

8 The supplier should ensure that the emergency FRP repair kit for the hull and consumable spares sufficient for one year for the OBMs are also provided separately for each boat at the time of delivery of the speed boats.

PART-3
CONTRACT

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

1. Application

- a) 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 and Technical Specifications under **Section V** of this document.
- b) Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings:
- c) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.
- d) “Supplier” means any private or public entity that will supply the goods to SAI under the contract. This refers to the Supplier with whom SAI has signed this contract with.
- e) “Contract” means the Contract signed by the Parties that is this General Conditions of (GCC), the Special Conditions of contract (SCC), and the Appendices.
- f) “Day” means calendar day.
- g) “GOI” means the Government of India
- h) “SAI/Purchaser” means the Sports Authority of India
- i) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- j) “In writing” means communicated in written with proof of receipt.

2. Use of contract documents and information

- a) The supplier shall not, without the purchaser’s prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purpose of such performance for this contract.
- b) Further, the supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC sub clause 2 (a) above except for the sole purpose of performing this contract.
- c) Except the contract issued to the supplier, each and every other document mentioned in GCC sub clause 2 (a) above shall remain the property of the purchaser and if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier’s performance and obligation under this contract.

3. Patent Rights

The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the

supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks etc. Being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expense take care of the same for settlement without any liability to the purchaser.

4. Performance Security

- a) 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 five percent (5%) of the total value of the contract, valid up to sixty days after warranty period of two years from the date of acceptance of the goods by the consignee.
- b) The Performance security shall be denominated in Indian Rupees or in the currency of the contract in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in Section VII (B) of this document in favour of the purchaser.
- c) In the event of any amendment issued to the contract, regarding extension of Delivery Period, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- d) The supplier shall enter into Annual Comprehensive Maintenance Contract with respective consignee, prior to the completion of warranty period. The CMC will commence from the date of expiry of the warranty period.
- e) 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.

5. Technical Specifications and standards

The items supplied under this contract shall conform to the standards prescribed in the Technical Specifications given in Section V of the bid document.

6. Term

This Contract shall commence on the date of signing of the agreement and shall continue for a term of two years after satisfactory completion of the supply subject to termination in accordance with the provisions of this Agreement or otherwise in accordance with law or equity. ("Term").

7. Performance Guarantee

- a) As guarantee for the due performance, observance and fulfillment of all obligations, terms, conditions, representations, warranties and covenants of the Supplier under the Bidding Documents within 15 days from the date of the issue of notification of award by the purchaser, the Supplier shall furnish Performance guarantee to the Purchaser for an amount equivalent to five per cent (5%) of the total value of the contract prior signing of this contract.
- b) Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty period from the date of acceptance of the items by the consignee(s).
- c) Supplier may furnish in the form of an account payee Demand Draft, Fixed Deposit Receipt from the a commercial bank, Bank Guarantee from a Commercial bank in an acceptable form in the format at **Section VII (B)**, safeguarding the Purchaser's interest in all respects.
- d) In the event of any amendment issued to the contract regarding extension of delivery period, the supplier shall, within 7 days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the amended contract.
- e) Bid security should be refunded to the successful bidder on receipt of Performance Security.
- f) The Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations subject to adjustment of all amounts/losses/damages/recoveries/penalties payable to the Purchaser and claims of Purchaser , there from.
- g) The Performance Security shall be denominated in Indian Rupees in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in **Section-VII (B)** of this document in favor of the Purchaser.
- h) Performance Security is to be forfeited and credited to the accounts of SAI, in the event of a breach of contract by the supplier, in terms of the relevant contract. Without prejudice to its other rights and remedies under any contract, law or equity (including without limitation Purchaser's right to terminate the Agreement for breach),
- i) Supplier agrees that the decision of Purchaser in respect of any forfeiture/invocation/adjustment of the Performance Security will be final and binding on the Supplier. Purchaser shall be entitled, without any limitation or interference, to

forfeit/invoke/adjust the Performance Security, as set out in this Section. Upon forfeiture/invocation/adjustment of the Performance Security as aforesaid, the Supplier shall replenish the Performance Security to their original amounts within 7 days from the date of such forfeiture/invocation/ adjustment. In case of any delay or failure in replenishing the Performance Securities as set forth in the foregoing sentence, Purchaser reserves its rights to terminate the Bidding Documents without any further notice to the Supplier.

8. Packing and Marking

The packing for the items 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 items and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract. The rates quoted by the Supplier are inclusive of all applicable taxes, and inclusive of all charges for packing, shipping, carriage, insurance and delivery of the goods to the sites and any other duties and/or levies etc. No increase in rates shall be applicable during the term of this Agreement.

9. Inspection, Testing and Quality Control

- a) The Purchaser and/or its nominated representative(s) may inspect and/or test the ordered items to confirm their conformity to the contractual specifications incorporated in the contract. The Purchaser shall inform the Supplier in advance, in writing, its 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).
- b) For such inspections and tests which are conducted in the premises of the supplier or its sub-contractor(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.
- c) If during such inspections and tests the contracted items 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.
- d) If the contracted items fail to lab test, the cost of test shall be borne by the agency concerned and in case the contracted items pass the test the cost of test shall be borne by the purchaser.
- e) If the supplier tenders the items 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 items 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.

- f) The Purchaser's contractual right to inspect, test and, if necessary, reject the items after their items arrival at the final destination shall have no bearing on the fact that the goods have previously been inspected and cleared by Purchaser's Inspector during pre-despatch inspection mentioned above.
- g) Items accepted by the Purchaser and/or its Inspector at initial inspection and in final inspection in terms of the contract, shall in no way dilute Purchaser's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 10.

10. Terms of Delivery

- a) Items shall be delivered by the supplier in accordance with the terms of delivery specified in the contract.
- b) In the case of Delivery Duty Paid (DDP), the date of receipt of stores at Consignee's site shall be considered as the date of delivery.

11. Warranty

- a) The supplier warrants comprehensively that the items supplied under the contract are new, unused and incorporate all recent/latest improvements in design and materials, unless prescribed otherwise by the Purchaser in the contract. The supplier further warrants that the items 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 items under the conditions prevailing in India.
- b) This warranty shall remain **valid for 2 years** after the items have been delivered at the final destination and accepted by the Purchaser in terms of the contract.
- c) The supplier shall, promptly repair or replace the defective items or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/items after providing their replacements and no claim, whatsoever shall lie on the Purchaser for such replaced parts/items thereafter.
- d) 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.
- e) 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 items 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. Insurance:

- (i) 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:

- a) in case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110% of the value of the goods from ware house to ware house (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.
- b) in case of supply of the imported goods on CIP Named port of Destination Basis, the additional extended Insurance (local transportation and storage) would be borne by the Supplier from the port of entry to the consignee site for a period including 3 months beyond date of delivery for an amount equal to 110% of the overall expenditure to be incurred by the purchaser from ware house to ware house (consignee site) on all risk basis.
- c) If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will be got extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actual will be reimbursed

14. Incidental services:

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

- a) Installation and Demonstration of the goods
- b) On Site Training of Purchaser's Staff.
- c) Supplying required number of operation & maintenance manual for the goods

15. Spare Parts

- (i) If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:
 - 1) The spare parts as selected by the Purchaser/Consignee to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
 - 2) In case the production of the spare parts is discontinued:

- a) Sufficient advance notice to the Purchaser/Consignee before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
- b) Immediately following such discontinuation, providing the Purchaser/Consignee, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/Consignee.
- c) 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/Consignee promptly on receipt of order from the Purchaser/Consignee

16. Warranty

- (i) 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.
- (ii) The warranty shall remain valid for 2 years from the date of installation & commissioning followed by a CMC for a period of 5 years all the equipments after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser/consignee in terms of the contract.
- (iii) 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.
- (iv) 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.

17. Assignment

The supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligation to perform the contract, except with the Purchaser's prior written permission.

18. Taxes, Duties and Octroi

Supplier shall be entirely responsible for all taxes, duties, levies etc. incurred until delivery of the contracted items 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.

19. Terms and Mode of Payment

- a) Payment Terms 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 items in good condition and upon submission of Inspection & Acceptance Certificate, as per **Section VII (C)** in original issued by the authorized representative of the consignee.
- b) The supplier shall not claim any interest on payments under the contract. 11.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- c) The supplier shall send its claim for payment in writing, when contractually due, along with following documents duly signed with date, to the Purchaser:-
 - (i) Supplier's invoice indicating, inter alia, description and specification of the goods, quantity, unit price, total value
 - (ii) Manufacture's Gurantee Certificate and in house inspection certificate
 - (iii) Inspection certificate issued by purchaser's
 - (iv) Insurance Certificate, if applicable as per contract
 - (v) any other document (s) as and if required in terms of the contract.
- d) All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/RTGS systems as per the NEFT Mandate form at Section IV (F).

20. Delay in the supplier's performance

- a) The supplier shall deliver the items and perform the services under the contract within the time schedule specified by the Purchaser as incorporated in the contract. In case the supplier Purchaser/consignee can reject the supplies and inform the supplier accordingly; the Purchaser shall also have the right to cancel the contract with reference to unsupplied items in terms of the contract.
- b) Subject to the provision of Force Majeure under GCC clause 24, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of items 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.

- c) If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the items, 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.
- d) 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:
1. The Purchaser shall recover from the supplier, under the provisions of the clause 21 of the General Conditions of Contract, liquidated damages on the items, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
 2. That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of 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 items specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said items as are delivered and performed after the date of the delivery stipulated in the contract.
 3. 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, GST, 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.
- e) The supplier shall not dispatch the items 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 items 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. Without prejudice to any other right or remedy Purchaser may have, if any Goods are not supplied in accordance with, or if the Supplier fails to comply with any of the terms of this Agreement, the Purchaser shall be entitled to avail itself of any one or more remedies at its discretion, whether or not any part of Goods have been accepted by the Purchaser:
1. To reject the goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier;
 2. To give the Supplier the opportunity (at the Supplier's expense) either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Agreement are fulfilled;
 3. To claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of the Agreement;
 4. To rescind this Agreement in whole or in part
 5. To purchase the goods in whole or in part from open market and recover the said amounts from the Supplier as damages.

21. Liquidated damages

Subject to the provision of Force Majeure under GCC clause 24, if the supplier fails to deliver any or all of the items 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 items until actual delivery or performance subject to a maximum of 10% of the contract price.

22. Termination for default

- a) 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 items 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.
- b) Unless otherwise instructed by the Purchaser, the supplier shall continue to perform the contract to the extent not terminated.

23. 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.

24. Force Majeure

- a) 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.
- b) For purpose 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.
- c) 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.
- d) 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.

- e) In case due to a Force Majeure event the Purchaser is unable to fulfill its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above subparagraphs.

25. Notice

- (i) Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- (ii) The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

26. Termination for convenience

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

27. Fall Clause

- a) The Supplier undertakes that he has not supplied/is not supplying similar products/items 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.

28. 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 the security, if any, deposited by the Contractor and for the purpose aforesaid, the Purchaser shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Purchaser shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at anytime thereafter may become payable to the Contractor under the same contract or any other contract with the Purchaser or the Government, pending finalization or adjudication of any such claim and that The Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

29. Resolution of disputes

- a) 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.
- b) **Arbitration:** In event of any dispute or difference between parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Director General, Sports Authority of India, New Delhi. The provisions of Arbitration and Conciliation Act, 1996 (No. 26 of 1996) shall be applicable to the arbitration under this clause.
- c) **Venue of Arbitration:** The venue of arbitration shall be the place from where the contract has been issued, i.e., Thiruvananthapuram only.
- d) The Courts of Thiruvananthapuram will have the exclusive jurisdiction to try the disputes

30. Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force. Non-Assignment The Supplier shall not assign and/or transfer any of its rights and obligations under this Agreement without the written consent of the Purchaser Notices- Any notices shall be served on following Address: Purchaser- Supplier- Nothing in this Agreement will be deemed to neither constitute a partnership between the parties nor constitute either party as the agent of other party for any purpose whatsoever. Delay in exercising or non-exercise of any right is not a waiver of this right. Any amendment of this Agreement will not be binding on the Parties unless set out in writing, expressed to amend this Agreement and signed by the authorized representatives of each of the Parties.

31. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders:

- a) Further to Section II- A (f) above, the purchaser's evaluation of a tender will include and take into account the following:

- i) In the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, Customs Duties, Service Tax, Works Contract Tax etc which will be contractually payable (to the bidder), on the goods if a contract is awarded on the bidder; and
 - ii) in the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the bidder) on the goods if the contract is awarded on the bidder.
- b) The purchaser's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.
- c) In exercise of powers conferred in section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small enterprises effective from 1st April 2012. The policy mandates that 20% of procurement of annual requirement of goods and services by all Central Ministries/Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 20% quantity.
- i. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L 1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than on MSE. Such MSEs would be allowed to supply up to 20% of the total tendered value. In case there are more than one such eligible MSE, the 20% supply will be shared equally. Out of 20% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.
 - ii. The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir board or national Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being on MSE, failing which their tender will be liable to be ignored.

**SECTION – VII (A)
CONTRACT AGREEMENT
SPORTS AUTHORITY OF INDIA,**

Contract No _____ Dated _____

This is in continuation to this office's Notification of Award of Rate Contract No _____ dated _____

1. Name & address of the Supplier (Rate Contract holder):

2. Purchaser's Bidding Document No _____ dated _____ and subsequent Amendment No _____, dated _____ (if any), issued by the purchaser.
3. Supplier's Bid No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the supplier and the purchaser in connection with this Bid.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this Rate 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 of Rate Contract

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

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

Schedule No.	Brief description of goods	Accounting unit	Unit Price	Terms of delivery

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

(ii) Rate Contract valid upto:

(iii) Prices:

(ii) Details of Performance Security:

(v) Warranty Period:

(vi) Payment terms:

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

Received and accepted this Rate Contract

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

[Name & address of the manufacturers]

(Seal of the supplier)
Date: _____

Place: _____

SECTION – VII (B)
BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY

To

_____.

WHEREAS _____ (Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no _____ dated

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

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

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

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

This performance guarantee shall be valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

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.....

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

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.....

Name and designation of the officer

.....
.....

.....
.....

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

**SECTION –VIII (E)
CHECKLIST**

Name of Bidder:

Name of Manufacturer:

Sl.NO.	Activity	Yes/No/NA	Page No. in the TE Document	Remarks
1.a	Have you enclosed EMD of required amount for the quoted schedules?			
b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section IV D?			
c.	In case Bank Guarantee is furnished, have you kept its validity of 90 days from Techno Commercial Tender Opening date as per Section I of IFB?			
2.a.	Have you enclosed duly filled Tender Form as per format in Section IV			
b.	Have you enclosed power of attorney in favor of signatory?			
3.	Are you a SSI unit, if yes have you enclosed certificate of registration issued by Directorate of Industries/NSIC			
4.a	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specification?			
b.	In case of Technical deviations in the compliance statement,			

	have you identified and marked the deviation?			
5.a	Have you submitted satisfactory performance certificate/ installation Reports as per the perform for performance statement in Section III (B) of TE document in respect of all orders?			
b.	Have you submitted copy of the order (s) and end user certificate/installation Reports?			
6.	Have you submitted manufacturer's authorization as per Section IV (E)?			
7.	Have you submitted prices of goods, CMC etc. in the price schedule as per Section IV (C)?			
8.	Have you kept bid validity of 90 days from the Techno Commercial Tender Opening date as per the TE Document?			
9.a	In case of Indian bidder, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
b.	In case of Foreign Tenderer, have you furnished Income Tax Account No. of your Indian Agent as allotted by the Income Tax Department of			

	Government of India?			
10.	Have you intimated the name an full address of your Banker (s) along with your account Number			
11.	Have you fully accepted payment terms as per TE document?			
12.	Have you fully accepted delivery period as per TE Document?			
13.	Have you submitted the certificate of incorporation?			
14.	Have you accepted the warranty as per TE Document?			
15.	Have you accepted terms and conditions of TE document?			
16.	Have you furnished documents establishing your eligibility & qualification criteria as per the TE document?			
17.	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening duly certified by chartered accountant hearing their membership no.?			
18.	Have you enclosed the Affidavit as per Section IV (J) of the TE Document?			

N.B

- 1. All pages of the Tender should be page numbered and indexed.*
- 2. The tenderer may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may filled up as NA.*
- 3. It is responsibility of tendered to go through the TE document to ensure furnishing all required documents in addition to above, if any.*

(Signature with date)

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

For and on behalf of

(Name, address and stamp of the tendering firm)

SECTION – VII (F)
CONSIGNEE LIST

Consignee	Centre	Contact address

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

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