

**SPORTS AUTHORITY OF INDIA
NATIONAL BOXING ACADEMY ROHTAK**

E-TENDER

FOR

SUPPLY OF

**MEDICAL, SURGICAL, PHYSIOTHERAPY
& MASSAGE OIL
(CONSUMABLE & NON CONSUMABLE)**

SAI NBA ROHTAK

E-mail: sainbartk@gmail.com.com

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

Sports Authority of India

NATIONAL BOXING ACADEMY ROHTAK

Telefax:

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

E-Bidding Document for Supply of Medical, Surgical, Physiotherapy, laboratory Items & Massage Oil.

INVITATION FOR ONLINE BIDS (IFB)

Sports Authority of India, NBA Rohtak, for and on behalf of the Chief Operating Officer for supply of Medical, Surgical, Physiotherapy, laboratory Items & Massage Oil.

2. Manual bids shall not be accepted.

Scanned copy of Bid/Tender Bid Security/EMD is to be uploaded online and Hard Copy of same must be sent to the Deputy Director (Stores) Office on or before Bid Submission End Date & Time as mentioned in Critical Date Sheet.

- a) Tenderers shall submit EMD @80000.00 of total value of the quoted items as per standard mode of payment.
- b) The successful bidders have to deposit Performance Security @ Rs. 5% of the total value of equipment allotted.

CRITICAL DATE SHEET

Published Date	07.03.2019
Bid Document Download / Sale Start Date	07.03.2019
Bid Submission Start Date	07.03.2019
Bid Submission End Date	27.03.2019
Bid Opening Date for Technical Bids	28.03.2019 at 11:00 am

3. Bidder may also download the Bidding Documents from the web site, www.sportauthorityofindia.nic.in & CPP Portal of Govt. of India i.e. <http://eprocure.gov.in/eprocure/app> Bidders shall ensure that their Bids, complete in all respect should be uploaded online before the closing date and time as indicated in the critical date sheet above on CPP Portal <http://eprocure.gov.in/eprocure/app> .

4. Bids shall be submitted online only at CPPP website: <http://eprocure.gov.in/eprocure/app> . Tenderers/Bidders are advised to follow the instructions provided in the 'Instructions to the Bidder/Tenderers for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app> .

5. Tenderers who has downloaded the tender from the Central Public Procurement Portal (CPPP) website: <https://eprocure.gov.in/eprocure/app> and SAI website www.sportsauthorityofindia.nic.in shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and EMD/Bid Security would be forfeited and tenderer is liable to be banned from doing business with SAI.

6. Intending tenderers are advised to visit again CPPP website <https://eprocure.gov.in/eprocure/app> and SAI website www.sportauthorityofindia.nic.in at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

For and on behalf of

Chief Operating Officer
SAI NBA Rohtak

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

PREAMBLE

1. Introduction

1.1 The Purchaser has issued these Bidding Documents for purchase of goods and related services as mentioned in Section –

V – “Schedule of Requirements”, which also indicates, interalia, the required delivery schedule, terms and place of delivery.

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

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

2. Language of Bid

The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the Bid exchanged between the Bidder and the Purchaser, shall be written in the English language. However, the language of any printed literature furnished by the Bidder in connection with its Bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the Bid, the English translation shall prevail.

B. BIDDING DOCUMENTS**3. Content of Bidding Documents**

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

Section II – Instructions to Bidders (ITB)–

Section III – Qualification Criteria– & Performance Statement

Section IV – Bidding Form–

Section V – Schedule of Requirements (SOR)–

Section VI – Technical Specifications–

Section VII – General Conditions of Contract (GCC)–

Section VIII – Contract Forms–

4. Amendments to Bidding Documents

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

4.2 Such an amendment to the Bidding documents will be uploaded on SAI/Purchaser’s website:

<http://sportsauthorityofindia.nic.in> and CPP Portal of Government of India i.e.

<http://eprocure.gov.in/eprocure/app> only.

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

5. Clarification of Bidding Documents.

A Bidder requiring any clarification or elucidation on any issue of the Bidding Documents may take up the same with the Purchaser in writing. The Purchaser will respond in writing to such request provided the same is received by the Purchaser within prescribed date

C. PREPARATION OF BIDS

6. Documents Comprising the Bid

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

A) Technical Bid:

- i) Scanned copy of Tender Fee and Bid Security furnished in accordance with ITB clause 12.
- ii) Scanned copy of Bid Submission Form as per section IV (A) and Power of Attorney in favour of signatory of Bidding Documents.
- iii) Bidder who quotes for goods manufactured by other manufacturer shall furnish scanned copy of Manufacturer’s Authorisation Form from manufacturer/ authorised distributor of quoted goods, as per Section IV (D) (copy of authorisation to be enclosed).
- iv) Scanned copy of ‘Performance Statement’ as per Form in Section III.
- v) Scanned copy of Pan Card (for Indian bidders), National Electronic Fund transfer (NEFT) Form as per Section IV (E) for payment in Indian Rupee, if applicable.
- vi) Scanned copy of documents mentioned in Qualification Criteria as per Section III(A).
- vii) Scanned copy of Income Tax returns filed for the last three financial year (2012- 13,2013-14 & 2014-15).
- viii) Scanned copy of Sales Tax Registration Certificate.
- ix) Scanned copy of valid TIN (Taxpayer Identification Number).
- x) Scanned copy of Supply Orders (showing specifications, qty. & rates) of the tendered quoted items, if supplied to any Institution.
- xi) Minimum annual turnover of Rs 25.00 lac during the last three preceding years.
- xii) The period of contract is for on year from the date of award letter.

B) Price Bid:

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

6.2 Price Schedule(s) as per Forms I/II for goods in Section IV (B) filled up with all the details including Make, Model etc. of the goods offered.

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

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

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

6.6 A Bidder, who does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

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

Note: All documents should be submitted in PDF format.

Bid Currencies

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

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

8. Bid Prices

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

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

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

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

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

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

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

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

8.3.2 For goods offered from abroad, the prices under Column 5 in the corresponding Price Schedule shall be entered separately in the following manner: Column 5(a): The price of goods quoted FOB/FCA at port/airport of loading as indicated in the Schedule of Requirements. Column 5(b): The price of goods quoted CIP at port/airport of entry in India as indicated in the Schedule of Requirements and Price Schedule;
Column

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

Sports Authority of India as per Govt. Of India Notification No. 146/94-Customs dated 13.07.1994, read with Notification No. 5/2010-Customs dated 19.01.2010, amended from time to time. Column 5(d): The charges for Custom clearance and handling Column

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

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

8.4 Additional information and instruction on Duties and Taxes:

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

8.4.2 Octroi Duty and Local Duties & Taxes:

Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the Purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser. However, if a local body still insists upon payment of such local duties and

taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the Purchaser to enable the Purchaser reimburse the supplier and take other necessary action in the matter.

8.4.3 Customs Duty:

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

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

8.6 The need for indication of all such price components by the Bidders, as required in this clause (viz., ITB clause 8) is for the purpose of comparison of the Bids by the Purchaser and will no way restrict the purchaser's right to award the contract on the selected Bidder on any of the terms offered.

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

9. Firm Price

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

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

10. Alternative Bids – “Not Applicable

11. Documents Establishing Bidder's Eligibility and Qualifications

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

11.2 The documentary evidence needed to establish the Bidder's qualifications shall fulfil the following requirements:

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

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

12. Bid Security

12.1 The Bidder shall furnish along with its Bid, Bid Security for each category of equipment quoted for, for an amount as shown in the IFB in Section I. The Bid Security is required to protect the Purchaser against the risk of the Bidder's unwarranted conduct as amplified under sub-clause 12.7 below. Non submission of bid security will be considered as major deviation and Bid without bid security will not be considered.

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

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

(i). Account Payee Demand Draft

(ii). Fixed Deposit Receipt

(iii). Banker's cheque (iv). Bank Guarantee

12.4 The Demand Draft, Fixed Deposit Receipt or Banker's Cheque shall be drawn on any Commercial Bank in India or country of the Bidder, in favour of the "Chief Operating officer, National Boxing Academy, SAI Rohtak", payable at Rohtak. In case of Bank Guarantee, the same is to be provided from any nationalised/scheduled/bank in India

(acceptable to purchaser) as per the format specified under Section-IV (C) of Bid Documents. Bid security must be submitted to the Purchaser before bid submission end date and time.

12.5 The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the Bid. As validity period of Bid as per Clause of ITB is 180 days, the Bid Security shall be valid for 225 days from Technical Bid opening date.

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

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

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

13. Bid Validity

13.1 The Bid shall remain valid for acceptance for a period of 180 days (One Hundred and Eighty days) after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected.

13.2 In exceptional cases, the Bidders may be requested by the Purchaser to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid and they are also to extend the validity period of the Bid Security accordingly. A Bidder, however, may not agree to extend its Bid validity without forfeiting its Bid Security.

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

14. Signing of Bid

14.1 The Bidders shall submit their Bids as per the instructions contained in ITB clause 6. 14.2 Bid shall be typed and the same shall be signed by the bidder or by a person(s) who has been duly authorized to bind the Bidder to the contract and upload in PDF format.

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

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

D. SUBMISSION OF BIDS

15. Submission of Bids

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

E. BID OPENING

16. Opening of Bids

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

16.2 In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for the purchaser, the Bids will be opened at the appointed time and place on the next working day.

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

16.4 Two - Bid system as mentioned in Para 6 and 14 above will be as follows. The Technical Bids are to be opened in the first instance, at the prescribed time and date as indicated in IFB Critical Date Sheet. These

Bids shall be scrutinized and evaluated by the Purchaser with reference to parameters prescribed in the Bidding Document. During the Technical Bid opening, the Bid opening official(s) will read the salient features of the Bids like brief description of the goods offered, Delivery Period, Bid Security and any other special features of the Bids, as deemed fit by the Bid opening official(s). Thereafter, in the second stage, the Price Bids of only the Technically and commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical Bid. The prices, special discount if any of the goods offered etc., as deemed fit by Bid opening official(s) will be read out.

F. SCRUTINY AND EVALUATION OF BIDS

17. Preliminary Scrutiny of Bids

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

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

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

18. Qualification Criteria

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

19. Conversion of Bid currencies to Indian Rupees

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

20. Evaluation for total requirement –

The responsive bids will be evaluated and compared for complete discipline.

21. Comparison of Bids and Award Criteria.

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

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

21.3 The contract may be awarded to the lowest responsive Bidder for complete sports discipline, who meets the laid down Qualification. Criteria and submits the required Bid documents and accept other terms & conditions. However separate bid may be submitted for supply of Golf Cart.

21.4 The Purchaser reserves the right to give the price preference/purchase preference as per the instructions in vogue while evaluating, comparing and ranking the responsive Bids. The Bidders claiming the same should enclose the concerned Notification of Govt. of India along with other relevant documents so as to establish their claim for such preferences.

G. AWARD OF CONTRACT

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

The Purchaser reserves the right to accept in part or in full any Bid, or reject any or more Bid(s) without assigning any reason or to cancel the Bidding process and reject all Bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected Bidder or Bidders.

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

At the time of awarding the contract or during the currency of the Contract, the Purchaser reserves the right to increase or decrease by up to twenty-five (25) per cent, the quantity of goods and services mentioned in the schedule (s) in the “Schedule of Requirements” (rounded off to next whole number) without any change in the unit and other terms & conditions quoted by the Bidder.

24. Notification of Award

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

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

25. Issue of Contract

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

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

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

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

Failure of the successful Bidder in providing Performance Security and / or returning contract copy duly signed in terms of ITB clauses 24 and 25 above shall make the Bidder liable for forfeiture of its bid security and, also, for further actions by the Purchaser against it as per the clause 17 of GCC – Termination of default in Section-VII and other administrative actions as deemed fit by the Purchaser.

27. Corrupt or Fraudulent Practices

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

(a) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;

(b) will declare a firm/Company ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by the Purchaser if it at any time determines that the firm/Company has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or gross/deliberate negligence in executing the contract.

(c) The Purchaser reserves the right not to conclude Contract and in case Contract has been issued, terminate the same, if, found to be obtained by any misrepresentation, concealment and suppression of material facts by the Bidder. In addition, Bid Security/Performance Security (as the case may be) deposited by the Bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment & suppression of material facts shall be initiated.

SECTION-II-B Instructions for Online Bid Submission

1. The Bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in//eprocure/app> .

2. REGISTRATION

(i). Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in//eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.

(ii). As part of the enrolment process, the Bidders will be required to choose a unique username and assign a password for their accounts.

(iii). Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal. (iv). Upon enrolment, the

Bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/TCS/nCode/eMudhra etc.), with their profile.

(v). Only one valid DSC should be registered by a Bidder. Please note that the Bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse. (vi). Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

3. SEARCHING FOR TENDER DOCUMENTS

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

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

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

4. PREPARATION OF BIDS

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

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

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

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

5. SUBMISSION OF BIDS

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

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

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

(iv) Bidder should prepare the Bid Security as per the instruction specified in the tender document. The original should be posted/couriered/given in person to the concerned official latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the unloaded bid will be rejected.

(v) Bidder should prepare the Bid Security as per the instruction specified in the tender document. The original should be posted/couriered/given in person to the concerned official latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the unloaded bid will be rejected.

(vi) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time

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

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

(viii) Upon the successful and timely submission of bids (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.

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

6. ASSISTANCE TO BIDDERS

(i) Any 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 Contract number for the helpdesk is 1800 3072 2232.

Foreign bidder can get help7018161193.

SECTION - IV (A)

BID SUBMISSION FORM _____

Date _____

To

Chief Operating Officer
Sports Authority of India
National Boxing Academy
Rohtak- 124001

Ref.: Your Bidding Document No. _____ dated _____

We, the undersigned have examined the above mentioned Bidding Document, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed.

We now offer to supply and deliver _____ (Description of goods and services) in conformity with your above referred document for the sum as shown in the price schedule(s), attached herewith and made part of this Bid.

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

We agree to keep our Bid valid for acceptance for 180 days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We agree to all terms and conditions of General Conditions of Contract as per Section VII. We agree to Fall Clause vide Clause-21 of General Conditions of Contract as per Section VII.

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

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

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

[Signature with date, name and designation]

Duly authorised to sign Bid for and on behalf of Messrs _____
[Name & address of the manufacturers]

SECTION – IV (C)

BANK GUARANTEE FORM FOR BID SECURITY

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

Sealed with the Common Seal of the said Bank this _____ day of _____ 20____.

The conditions of this obligation are:

(1) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this Bid.

(2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of its validity:-

a) fails or refuses to furnish the performance security for the due performance of the contract. or b) fails or refuses to accept/execute the contract.

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

This guarantee will remain in force for a period of forty-five days after the period of Bid validity of 180 days i.e. for 225 days (180 days + 45 days) from the date of Bid Opening and any demand in respect thereof should reach the Bank not later than the above date. _____

(Signature of the authorised officer of the Bank) _____

Name and designation of the officer

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

Brand

SECTION –IV (D)

MANUFACTURER’S AUTHORISATION FORM

To

Chief Operating Officer
Sports Authority of India
National Boxing Academy
Rohtak- 124001

Dear Sirs,

Ref. Your Bidding Reference No _____, dated _____ We,
_____ who are proven and reputable manufacturers/authorised
distributors of _____ (name and description of the goods offered in the Bid)
having factories/office at _____, hereby authorise
Messrs _____ (name and address of the agent) to submit a Bid, process the
same further and enter into a contract with you against your requirement as contained in the above referred
Bidding Documents for the above goods manufactured/distributed by us.

We also hereby extend our full warranty of One Year from acceptance of goods by Purchaser as per Clause
11 of General Conditions of Contract.

We further confirm that we shall continue to supply spare parts (it applicable), after guarantee/warranty.

Yours faithfully, _____

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

[Name & address of the manufacturers]

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

2. Original letter may be enclosed.

SECTION – IV (E) NEFT MANDATE FORM

From: M/s.

Date:

To
 Chief Operating Officer
 Sports Authority of India
 National Boxing Academy
 Rohtak- 124001

Sub: NEFT PAYMENTS

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

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATE FORM

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

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

Confirmed by Bank Enclosed a copy of Crossed Cheque

Sports Authority of India
NATIONAL BOXING ACADEMY ROHTAK

TENDER FORM- ENVELOPE - "A"

Note:

1. The tender form shall be filled in ink only and following certificates/documents must be enclosed while submitting the tender.
2. The columns whichever is not applicable may please be ignored.

The Contractor is required to furnish the following records/ documents mentioning the serial number of each items:-

- a) Latest income tax clearance certificate/assessment order
- b) GST Registration Certificate (Copy enclosed)
- c) GST Registration Number. (Copy enclosed)
- d) Permanent Account Number. (PAN) (Copy enclosed)
- e) Copy of the license certificate issued by Drug Controller Department or any other Agency, which ever is applicable.
- f) Income Tax Returns for the last three financial years. (Copy enclosed)
- g) Detail of experience from the respective clients for the last three years.
- h) Name of item must mentioned for which the bid given, if applicable

1. Name of the firm along with permanent registered office address:

2. Permanent Residential address with : _____ telephone number

3. Present residential Postal Address : _____

4. In case, the tenderer is a partnership firm:-

- a) Name of partners Name of authorized signatory (tenderer) Bidder :
- b) Whether registered under the partnership Act, 1932?
- (c) Whether any partner of the firm has been allotted any shops or commercial premises from Government/local body/BDA, Rohtak. If so, give details thereof . (Enclosed copy of partnership deed)

(d) State the capacity of the signatory

- (i) Individual
- (ii) Partner/Director
- (iii) Attorney

5. Telephone No. (Off.) & (Resi.):

Branches (if any) :

6. Nature of the firm, whether Proprietary/partnership/Pvt. Ltd:

7. Name of the Proprietor/Partners/ : Director. (Attach Affidavit)

8. Whether dealer, wholesaler or retailer

9. Name & Address of the Banker :

10. Who are the person/persons : authorized to sign. On your behalf (give their full name, designation/ specimen sig. etc.(enclose photo)

11 Certificate of Chartered Accountant showing Annual turnover of Rs.25.00 lacs for the last three financial years.

12 Bank detail for payment

- i) Bank Name
- ii) ii) Account No.
- iii) iii) IFSC Code

I/We confirm that, I/We have read all the terms and conditions governing tenders for allotment of contract, under the control of the SAI and understand that, in case of any of the statement given by me/us is found incorrect or if all the terms and conditions of the contract letter (if issued) are not complied with within the period specified therein, the award of contract will be liable for cancellation and my/our Earnest Money would be liable to be forfeited by SAI. I/We agree that, decision of SAI in this behalf would be final and binding on me/us.

Signature of authorized signatory / tenderer

Name with full address
Official Seal

Date :

Place:

FINANCIAL BID

– ENVELOPE-‘B’

We / I _____ (Authorized signatory) hereby offer discount inclusive of all taxes as mentioned below on MRP of any medical, surgical, physiotherapy & laboratory items (consumable & disposable clinical items) to be supplied to SAI NBA Rohtak.

The item wise discount offered are as under:-

- I. On Medical items including painkillers, antibiotics, general symptomatic Medicines, Injectables, Topical agents etc. _____ **percent (in figures)**
- II. On Surgical items including cotton, dressing material, bandages, suture material, minor surgical instruments etc. _____ **percent (in figures)**
- III. Physiotherapy items including bracing and taping material and minor items for rehabilitation etc. _____ **percent (in figures)**
- IV. Massage oil – 200 ml. packing brand Johnson & Johnson _____ **percent (in figures)**

The rates of all items such as medical, surgical, physiotherapy, laboratory & massage oil are inclusive of all taxes and supplied will be F.O.R., SAI NBA Rohtak .

I/ We have read the above terms & conditions of this tender and understood the same and shall abide by them. It is certified that I am authorized signatory of this firm.

SIGNATURE OF AUTHORISED SIGNATORY

Name with full address
Official SEAL

Date :

Place:

*Note :- In case the discount offered by one or more firms is the same, other Credentials of the firm will be taken into consideration/ or Chef Operating Officer has the right to appoint a committee for table negotiations.