

SPORTS AUTHORITY OF INDIA
NORTHERN REGIONAL CENTRE
BAHALGARH, SONEPAT

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Bid Reference No. SAI/NRC/PHYSIO-TENDER/2018

E-Bidding Document

For Supply of

**Consumable and Non Consumable
Physiotherapy Items**

INDEX

Section	Topic	Page No.
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PART-1 BIDDING PROCEDURE

Section I	Invitation for Bid (IFB)	4-5
Section II	Instructions to Bidders (ITB)	8
Section III	(A) Qualification Criteria	24
	(B) Performance Statement	25
Section IV	Bidding Forms:	-
	(A) Bid Submission Form	26-27
	(B) Price Schedules	28-31
	(C) Bank Guarantee Form for Bid Security	32
	(E) National Electronic Fund Transfer (NEFT) Form	33

PART-2 –SUPPLY REQUIREMENTS

Section V	- Schedule of Requirements	35
Section VI	- Technical Specifications	36-38

PART-3 –CONTRACT

Section VII	- General Conditions of Contract (GCC)	40-46
Section VIII	- Contract Forms	-
	(A) Contract Agreement	47-48
	(B) Bank Guarantee Form	49

PART-1

BIDDING PROCEDURE

SECTION - I

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Bid Reference No. SAI/NRC/PHYSIO-TENDER/2018

INVITATION FOR ONLINE BIDS (IFB)

Sports Authority of India, for and on behalf of the Regional Director, Sports Authority of India, Northern Regional Centre, Bahalgarh, Sonapat invites online Bids on two bid system for supply of following physiotherapy Items for SAI NRC, Sonapat.

2. Manual bids shall not be accepted.

Brief Description of Physiotherapy Items	Amount of Bid Security (Rs.)	Bidding Document Cost. (Rs.)
	Rs. 1,00,000/-	Rs. 1000/-
Payment:		
Scanned copy of Tender Fee and Earnest Money is to be uploaded online and Hard Copy of same must be sent to the Regional Director, Sports Authority of India, Northern Regional Centre, Bahalgarh, Sonapat on or before Bid Submission Date & Time as mentioned in Critical Date Sheet.		

CRITICAL DATE SHEET

Uploading/Publication of Tender Documents	30/01/2018 at 10:00 AM
Downloading of Bid Document	30/01/2018 at 11:00 AM
Cut of Date of Seeking Clarification	07/02/2018 at 04:00 PM
Pre bid meeting	-
Last Date & Time of Submission of Bids	20/02/2018 at 01:00 PM
Opening Date & Time of Technical Bids	21/02/2018 at 11:00 AM
Opening Date & Time of Financial Bids	25/02/2018 at 11:00 AM

Bidder may also download the Bidding Documents from the web site- www.sportsauthorityofindia.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>.

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

Tenderer who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> and SAI website www.sportauthorityofindia.nic.in **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 would be forfeited and tenderer is liable to be banned from doing business with SAI.

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.

**Designation of the Person
For and on behalf of
Regional Director,
Sports Authority of India.
Northern Regional Centre, Sonapat**

SECTION - (A)
INSTRUCTIONS TO BIDDERS (ITB)

CONTENTS

Sl. No.	Topic	Page No.
A	PREAMBLE	
1	Introduction	8
2	Language of Bid	8
B	BIDDING DOCUMENTS	
3	Contents of Bidding Documents	9
4	Amendments to Bidding Documents	9
5	Clarification of Bidding Documents	9
C	PREPARATION OF BIDS	
6	Documents Comprising the Bid	10-12
7	Bid Prices	12
8	Firm Price	12
9	Alternative Bids	12
10	Documents Establishing Bidder's Eligibility and Qualifications	13
11	Bid Security	13
12	Bid Validity	14
13	Signing of Bid	15
D	SUBMISSION OF BIDS	
	Instructions for on line submission of bid	15
E	BID OPENING	
	Opening of Bids	16
F	SCRUTINY AND EVALUATION OF BIDS	
	Scrutiny of Bids	17
	Qualification Criteria	17

	Comparison of Bids and Award Criteria	17
G	AWARD OF CONTRACT	
	Purchaser's Right to Accept any Bid and to Reject any or All Bids	18
	Notification of Award	18
	Issue of Contract	19
	Non-receipt of Performance Security and Contract by the Purchaser	19
	Corrupt or Fraudulent Practices	19
	Section- II-B	
	Instructions for online Bid Submission	20

SECTION – II
INSTRUCTIONS TO BIDDERS
(ITB) A. PREAMBLE

Introduction

- 1.1 The Purchaser has issued these Bidding Documents for purchase of physiotherapy Items 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.

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

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 - General Conditions of Contract (GCC)
 - Section VII -Contract Forms

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 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.

Clarification of Bidding Documents.

5. A bidder requiring any clarification or elucidation on any issue of the Bidding Documents may take up the same with the purchaser in writing. The purchaser will respond in writing to such request provided the same is received by the purchaser not later than fifteen days prior to the prescribed original date of submission of bid.

C. PREPARATION OF BIDS

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):**

Technical Bid:

The Bidder shall submit the scanned copy of following documents along with the submission of bid documents-Bid Security and cost of bid document. Bid document cost is non-refundable. Bid Security is to be furnished in accordance with clause 12 of ITB and bid submission as perform at **Section IV (A)**.

Power of Attorney duly notarized indicating that the person(s) signing the bid has the authority to sign the bid and that the bid is binding upon the bidder during the full period of its validity.

Certificate of Incorporation/ Registration Certificate of the firm / Company/Agency.

Documents mentioned in the qualification criteria as per **Section III (A)**.

“Performance Statement” as perform in **Section III-B**.

Certificates of satisfactory performance in supply of similar Physiotherapist items as stipulated in **Section III (A)**.

PAN Card, National Electronic Fund Transfer (NEFT Form) as per **Section IV- (E)** for payment in Indian Rupee.

Certificate of Chartered Accountant showing annual turnover for the last three financial years (2014-15, 2015-16, 2016-17).

Copies of Balance Sheet, Profit and Loss Account statement etc need not be enclosed.

Income Tax returns filed for the last three financial years. (2014-15, 2015-16, 2016-17).

GSTIN Registration Certificate

Registration Certificate of Partnership concern/ company,
duly registered copy of Partnership Deed/MOA of Company

Details of work experience including certificate highlighting
the necessary experience from the respective clients for the
last 03 years.

Successful bidder should also submit all the above documents
in original without fail within seven days of dispatch of
notification otherwise SAI/Purchaser may cancel the bid and
the Bid security would stand forfeited.

Bidder shall execute necessary instruments and documents
required by SAI/Purchaser in relation to the Bidding Documents
and shall adhere to all notifications/ amendments as may be
issued by Purchaser from time to time. All costs (including
Taxes, stamp duties and registration charges (if any) shall be
borne by the Bidder.

Note-1: 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 be black-
listed for purpose of procurement of any item(s), in addition to
attracting penal provisions of the agreement.

Note-2: The Technical bid shall not include any financial information.
Such a bid shall be summarily rejected.

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, Brand, Model, Company 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 fulfill 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 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.

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 physiotherapy Items and payable, the conditions stipulated in ITB Clause 8 will apply.

Alternative Bids – “Not Applicable”

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 fulfill 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.

Bid Security

- 12.1 The Bidder shall furnish alongwith 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/expired 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). Banker's cheque
 - (iii). Bank Guarantee

- 12.4 The Demand Draft or Banker's Cheque shall be drawn on any Commercial Bank in India or country of the Bidder, in favour of the "Regional Director, Sports Authority of India, Northern Regional Centre" payable at "Sonepat". In case of Bank Guarantee, the same is to be provided from any nationalized/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 30 days, the Bid Security shall be valid for 75 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 earnest money will be returned without any interest, after receipt of performance security from that Bidder.
- 12.7 Bid Security of a Bidder will be forfeited, if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid in any respect within the period of validity of its Bid without prejudice to other rights of the purchaser. The successful Bidder's Bid Security will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

Bid Validity

- 13.1 The Bid shall remain valid for acceptance for a period of 30 days (Thirty 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.

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 alongwith 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 Bid’** as specified in clause-6 of ITB.

SUBMISSION OF BIDS

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

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

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 minor deviation and /or minor irregularity and/or minor non-conformity in the Bid, the Purchaser may waive the same.
- 17.3 If a Bid is not substantially responsive, it will be rejected by the Purchaser.

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.

Evaluation for total requirement - "NOT APPLICABLE"

Comparison of Bids and Award Criteria.

- 21.3 The contract may be awarded to the lowest responsive Bidder who meets the laid down Qualification Criteria and submits the required Bid documents and accept the other terms & conditions.
- 21.4 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.

AWARD OF CONTRACT

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.

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. Such variation in quantity will not in any manner effect the price of the unit.

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 twenty eight 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 3 under Section VII.
- 24.2 The Notification of Award shall constitute the conclusion of the Contract.

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.

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.

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 been engaged or is engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
- B. will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by the Purchaser if it at any time determines that the firm has been engaged or is 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, fraud, 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, fraudulent, concealment & suppression of material facts shall be initiated.

SECTION-II

Instructions for Online Bid Submission

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>.

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.

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.

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.

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. 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.
- 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.

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 help at +91-7878007972, +91-7878007973.

SECTION – III

(A) QUALIFICATION CRITERIA

Bid Reference No.

Dated: _____

The Bidder must be a Manufacturer or its authorized distributors/agent

The bidder must satisfy the following qualification criteria –

Sl. No.	Qualification Criteria	
1	Annual turnover of manufacturer/bidder (Average of last 3 years of 2014-15, 2015-16, 2016-17) (Enclose documentary evidence such as certificate given by the Chartered Accountant)	
2	Proven past performance of bidder of satisfactory supply to Public/Private sector	The bidder should have successfully completed contracts of having supplied Physiotherapy Items of value totaling more than Rs_____ each year, during the last three (03) years.

In support of the above, the bidder shall furnish relevant documents, Performance Statement as per Pro-forma in Section-III (B).

SECTION- III

(B) PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last three years)

Bid Reference No. : _____

Date of opening : _____

Name and address of the Bidder : _____

Order placed by (full address of Purchaser)	Order number and date	Order placed on	Description and quantity of ordered goods and services	Value of order	Date of completion of Contract		Remarks indicating reasons for delay if any	Are the goods supplied functioning Satisfactorily?
					As per contract	Actual		
1	2	3	4	5	6	7	8	9

Signature and seal of the Bidder

Note:

Purchaser reserves the right to ask the the Bidder to furnish Order copies and Satisfactory Completion Certificate from purchaser in respect of above.

SECTION - IV
(A) BID SUBMISSION FORM

Date_____

To

Sports Authority of India

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 Physiotherapy Items) 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.....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 authorized to sign Bid for and on behalf of
Messrs_____

[Name & address of the manufacturers]

Section - IV B

BID DOCUMENT FOR SUPPLY OF CONSUMABLE & NON CONSUMABLE PHYSIOTHERAPY ITEMS PRICE SCHEDULE

SR. No.	Item name	Brand	Specification	Name of Brand for which rate has been quoted	Rate per item
1	Kinesiology Tape	Gold Muller, BB, Nasara	5 cm X 5 cm		
2	Kinesiology Pro Scissor (High Quality Stainless steel, florin resin coating material)	Japanese Brand	-		
3	Stainless steel scissor (Normal)	-	-		
4	Trigger Point Releaser	-	-		
5	Form Roller	-	Small and Medium		
6	Bio Freeze Spray		-		
7	Bio Freeze Gel	-	-		
8	Dry/Accupuncture Needles	-	,25mm,40mm,60mm,75m		
9	Dyanplast	Johnson & Johnson	8 cm X 4/5 m		
10	Leukoplast (Adhesive Tape)	BSN Medical Chetna Plast	10 CM X 4 CM		
11	Athletic Tape (Trainer Tape)	Jaybird X Mais, Nasara, Mullar, BB,	1"X10m, 2" X10m		
12	Elastoplasts	LP			
13	Cohesive Tape	Jaybird X Mais, Nasara	2.5cmX4.5m7 5cmX4.5cm 5.0cmX4.5cm		
14	Rigid Tape	ENDURA Jaybird X Mais, Nasara, Mullar	-		
15	Crape Bandage	Johnson & Johnson, BB crepe	2", 3", 4" x 5 mtr		
16	Pro Wrap	-	5cmX10cm 5cmX20cm		
17	Ice Cold Bandage 3Mtr	BB tape, Muller	3"X3.5cm 4"X3.5cm		
18	Tape Removal Spray	LP, Muller, Bio Freeze	-		
19	Tape – Adherent Spray	LP, Aktive	-		
20	Knee Cap	LP, Sanctband	Small, Medium, Large		
21	Theraband/Resistance Band	LP	Different colour		
22	Theraband (Loop Band)	LP	Different colour		
23	Theratube with Handle	LP	Different colour		
24	Physio trolley bag with adjustable Handle (Multi-section)	Muller, LP	Multi section		
25	Band-aid	Hansplast	-		
26	Cotton Zig Zag	Ganpati	500gm		
27	Cold Spray	LP, Bio freeze, Muller	-		
28	Steri Strip	-	1"X 5"		
29	Nail Cutter	-	-		

30	Hot Rubber Bottle	-	-		
31	Ear Bud	Johnson & Johnson	-		
32	Micropore/paper tape	3m steripore	1" x 2" x 9mtr		
33	Tennis Elbow Band	LP, Orthocure, Tynor	-		
34	Shoulder Brace	LP/DJ, Aktive, Tynor	-		
35	Head+ Neck Support	LP/DJ, Aktive, Tynor	-		
36	Knee Support Ligament	LP, Tynor	-		
37	Ultrasound Gel	Dolphin Care	250 gm		
38	Thumb Support	LP, Tynor	-		
39	Swiss Ball	Cosco, VPK, Sanctband	26" (65cm), 30"(75cm)		
40	Hollow Hard Foam Roller	Korean, Taiwan, VPK	Small and Medium		
41	Ice Bag	LP, Korean	-		
42	Alum	-	-		
43	Cross Tape	-	3X4,3MM (9-Pc./sheet) 3x4, 4MM (6-Pc./sheet)		
44	Ankle Brace	LP/DJ, Aktive, Tynor	Small, Medium, Large		
45	Physio/Massage Table (Folded/Carriable)	Sierra	-		
46	Wrist Support/Thumb Support	LP/DJ, Aktive, Tynor	-		
47	Pocket Tens + IFT Combo	HMS	-		
48	Til Oil	-	-		
49	Olive Oil	-	-		
	Liquid Detol Hand Wash	-	-		
50	Cotton	-	-		
51	Gel Ball	-	-		
52	Knee Immobilizer	Tynor	Large , XL, XXL		
53	Grip Exerciser	Sanctband	-		
54	Instant Cold Pack	-	-		
55	White Porous Cotton Athletic tape with Zig-Zag / cut edge (Hand tear able no scissor needed)	Muller, BB-C tape	1" & 2" x 13.7 mtr (100% cotton)		
56	Laser free self adherent cohesive Bandage 3 Mtr	Muller, BB Coex	-		
57	Zinc Oxide sports rigid Rayon tape zig- zag/cut edge	Muller, Endure, Luckoplast	1.5" x 15 Yard (colour- skin tone)		
58	Elastic Adhesive tape (Hand tear able) Multi colour 3 Mtr	Muller, BB, Luckoplast,	2" X 7.5 M		
59	Skin under wrap	Fixomull, BB wrap	5cm x 10mtr		
60	Foam under wrap	BB. Wrap	5cm x 27 mtr		
61	Elastic finger tape	Laukoplast, Muller, BB Tape	1"x 9m		
62	Pro tape / Adhesive tape	LP, Muller, Bio Freeze			
63	Adhesive Tape	Muller, BB, VPK	-		
64	Ice Bag Stop Bar Ankle/ Thigh/ Shoulder	-	-		
65	Multigen Belt	-	-		
66	Frog splint (for finger splint)	-	-		
67	Thigh Sleeve tubing	-	-		

68	Ankle weight	-	-		
69	Elastic Ankle support	-	-		
70	Elastic Knee support	LP	Red, Brown, Blue		
71	Elastic Thigh support	LP	-		
72	2 nd Skin Hydrogel	Spenw	-		
73	Plastic Medical Ice Wrap	-	600 mtr		
74	Elastic Elbow support	LP	-		
75	Knee Cap with Lateral Support	LP	-		
76	Transportable Modular Equipment	HMS	Technology: - Electrotherapy Ultrasound Lanes 905mm Magnetotherapy Display:- 7" Colour Touch Screen Programme:- Single & Multitherapy		

**BID DOCUMENT FOR SUPPLY OF CONSUMABLE & NON CONSUMABLE
PHYSIO ITEMS**

PRICE SCHEDULE

I/We _____ (Authorized signatory) hereby offer discount as mentioned below on printed MRP of all Physio item (consumable & non consumable) to be supplied to SAI, Northern Regional Centre, Bahalgarh, Sonapat.

Discount offered is _____ percent (in figures) _____ percent (in words) exclusive of all taxes. Physio items supplied will be F.O.R. at SAI, Northern Regional Centre, Bahalgarh, Sonapat.

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

Signature of Bidder _____
Name & Designation _____
Place: _____
Business _____
Seal of the Bidder _____
Date: _____

Note: -

If there is a discrepancy between the unit price and total price, shall prevail.

Discount offered is inclusive F.O.R. except for ST/VAT etc.

The discount offered in percentage on MRP should be quoted both in words as well as in figures.

The offered discount of percentage shall be specified as tendered will be exclusive of all taxes levied in Sonapat /Delhi. The taxes(GST) rates will be applicable as per Govt. rules. The discount offered shall be operative for **one year** from the date of award of tender.

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:

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

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

fails or refuses to furnish the performance security for the due performance of the contract.

or

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..... days i.e. for.....days (.....days + 45 days) from the date of Bid Opening and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorised officer of the Bank)

Name and
designation of the officer

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

SECTION – IV
(D) NEFT MANDATE FORM

From: M/s.

Date:

To

Sports Authority of India

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

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

[Signature with date, name and designation]

For and on behalf of Messrs _____

[Name & address of the manufacturers]

Confirmed by Bank

Enclosed a copy of Crossed Cheque

PART-2

SUPPLY REQUIREMENTS

SECTION - V
Schedule of Requirements

Part I: The successful Bidder is liable to supply the order within 05 Days of the receipt of supply order.

Part-IV: Consignee Details:

Designation of the Office with Address	Tel.: _____/ Fax: _____ E-mail: _____
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Section – VI

TECHNICAL SPECIFICATION

SR. No.	Item name	Brand	Specification
1	Kinesiology Tape	Gold Muller, BB, Nasara	5 cm X 5 cm
2	Kinesiology Pro Scissor (High Quality Stainless steel, florin resin coating material)	Japanese Brand	-
3	Stainless steel scissor (Normal)	-	-
4	Trigger Point Releaser	-	-
5	Form Roller	-	Small and Medium
6	Bio Freeze Spray	-	-
7	Bio Freeze Gel	-	-
8	Dry/Accupuncture Needles	-	,25mm,40mm,60mm,75m
9	Dyanplast	Johnson & Johnson	8 cm X 4/5 m
10	Leukoplast (Adhesive Tape)	BSN Medical Chetna Plast	10 CM X 4 CM
11	Athletic Tape (Trainer Tape)	Jaybird X Mais, Nasara, Mullar, BB,	1"X10m, 2" X10m
12	Elastoplasts	LP	
13	Cohesive Tape	Jaybird X Mais, Nasara	2.5cmX4.5m7 5cmX4.5cm 5.0cmX4.5cm
14	Rigid Tape	ENDURA Jaybird X Mais, Nasara, Mullar	-
15	Crape Bandage	Johnson & Johnson, BB crepe	2", 3", 4" x 5 mtr
16	Pro Wrap	-	5cmX10cm 5cmX20cm
17	Ice Cold Bandage 3Mtr	BB tape, Muller	3"X3.5cm 4"X3.5cm
18	Tape Removal Spray	LP, Muller, Bio Freeze	-
19	Tape – Adherent Spray	LP, Aktive	-
20	Knee Cap	LP, Sanctband	Small, Medium, Large
21	Theraband/Resistance Band	LP	Different colour
22	Theraband (Loop Band)	LP	Different colour
23	Theratube with Handle	LP	Different colour
24	Physio trolley bag with adjustable Handle (Multi-section)	Muller, LP	Multi section
25	Band-aid	Hansplast	-
26	Cotton Zig Zag	Ganpati	500gm
27	Cold Spray	LP, Bio freeze, Muller	-
28	Steri Strip	-	1"X 5"
29	Nail Cutter	-	-
30	Hot Rubber Bottle	-	-
31	Ear Bud	Johnson & Johnson	-
32	Micropore/paper tape	3m steripore	1" x 2" x 9mtr

33	Tennis Elbow Band	LP, Orthocure, Tynor	-
34	Shoulder Brace	LP/DJ, Aktive, Tynor	-
35	Head+ Neck Support	LP/DJ, Aktive, Tynor	-
36	Knee Support Ligament	LP, Tynor	-
37	Ultrasound Gel	Dolphin Care	250 gm
38	Thumb Support	LP, Tynor	-
39	Swiss Ball	Cosco, VPK, Sanctband	26" (65cm), 30"(75cm)
40	Hollow Hard Foam Roller	Korean, Taiwan, VPK	Small and Medium
41	Ice Bag	LP, Korean	-
42	Alum	-	-
43	Cross Tape	-	3X4,3MM (9-Pc./sheet) 3x4, 4MM (6-Pc./sheet)
44	Ankle Brace	LP/DJ, Aktive, Tynor	Small, Medium, Large
45	Physio/Massage Table (Folded/Carrible)	Sierra	-
46	Wrist Support/Thumb Support	LP/DJ, Aktive, Tynor	-
47	Pocket Tens + IFT Combo	HMS	-
48	Til Oil	-	-
49	Olive Oil	-	-
	Liquid Detol Hand Wash	-	-
50	Cotton	-	-
51	Gel Ball	-	-
52	Knee Immobilizer	Tynor	Large , XL, XXL
53	Grip Exerciser	Sanctband	-
54	Instant Cold Pack	-	-
55	White Porous Cotton Athletic tape with Zig-Zag / cut edge (Hand tear able no scissor needed)	Muller, BB-C tape	1" & 2" x 13.7 mtr (100% cotton)
56	Laser free self adherent cohesive Bandage 3 Mtr	Muller, BB Coex	-
57	Zinc Oxide sports rigid Rayon tape zig- zag/cut edge	Muller, Endure, Luckoplast	1.5" x 15 Yard (colour- skin tone)
58	Elastic Adhesive tape (Hand tear able) Multi colour 3 Mtr	Muller, BB, Luckoplast,	2" X 7.5 M
59	Skin under wrap	Fixomull, BB wrap	5cm x 10mtr
60	Foam under wrap	BB. Wrap	5cm x 27 mtr
61	Elastic finger tape	Laukoplast, Muller, BB Tape	1"x 9m
62	Pro tape / Adhesive tape	LP, Muller, Bio Freeze	
63	Adhesive Tape	Muller, BB, VPK	-
64	Ice Bag Stop Bar Ankle/ Thigh/ Shoulder	-	-
65	Multigen Belt	-	-
66	Frog splint (for finger splint)	-	-
67	Thigh Sleeve tubing	-	-
68	Ankle weight	-	-
69	Elastic Ankle support	-	-
70	Elastic Knee support	LP	Red, Brown, Blue
71	Elastic Thigh support	LP	-
72	2 nd Skin Hydrogel	Spenw	-
73	Plastic Medical Ice Wrap	-	600 mtr
74	Elastic Elbow support	LP	-

75	Knee Cap with Lateral Support	LP	-
76	Transportable Modular Equipment	HMS	Technology: - Electrotherapy Ultrasound Lanes 905mm Magnetotherapy Display:- 7" Colour Touch Screen Programme:- Single & Multitherapy

PART-3

CONTRACT

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

Sl No.	Topic	Page No.
1	Application	41
2	Performance Security	41
3	Technical Specifications and Standards	41-42
4	Terms of Delivery	42
5	Warranty	42-43
6	Prices	44
7	Terms and mode of Payment	44
8	Delay in the supplier's performance	44-45
9.	Termination for default	45
10.	Termination for insolvency	45
11	Termination for convenience	45
12	Fall Clause	46
13	Applicable Law	46

SECTION - VII

GENERAL CONDITIONS OF CONTRACT (GCC)

Application

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

Performance Security

- 3.1 Within twenty eight (28) days from date of the issue of Notification of Award by the purchaser, the supplier, shall furnish performance security to the Purchaser for an amount equal to five percent (5%) of the total value of the contract amounting to Rs. 50,00,000/- valid up to sixty days after warranty period _____ from the date of acceptance of the goods by the consignee.
- 3.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in Section VIII (B) of this document in favour of the purchaser.
- 3.3 In the event of any amendment issued to the contract, regarding extension of Delivery Period, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 3.4 The Purchaser will release the Performance Security without any interest to the supplier on successful completion of the supplier's all contractual obligations including the warranty obligations.

Technical Specifications and Standards

The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications

mentioned in 'Technical Specifications' under Sections-VI of this document.

Terms of Delivery

Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract. The stores/articles must be supplied **within 05 (five) days** from the date of receipt of supply order.

GUARANTEE/WARRANTY:

11.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent/latest improvements in design and materials unless prescribed otherwise by the Purchaser in the contract. 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 Except as otherwise provided in the invitation to the tender the Contractor hereby declares that the goods stores, articles sold/supplied to the purchaser under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in the contract. The contractor hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of **12 or 15 months** from the date of delivery of articles. If during the aforesaid period of **12/15 months** the said stores/goods/articles be discovered not to conform to the description and quality aforesaid or not giving satisfactory performance or have deteriorated the decision of the purchase in that behalf shall be final and binding on the contractor and the purchaser shall be entitled to call upon the contractor to rectify the goods/stores/articles or such portion thereof as is found to be defective by the purchaser within a reasonable period or such specified period as maybe allowed by the purchaser in his discretion on/an application made thereof by the contractor and in such event, the above mentioned warranty period shall apply to the goods/stores/articles rectified from the date of rectification thereof. In case of failure of the

contractor to rectify or replace the goods etc. within specified time, the purchaser shall be entitled to recover the cost with all expenses from the contractor for such defective stores.

The stores supplied against the order shall bear a warranty by the contractor against all defects in material, workmanship, finish and performance for a period of **twelve months** from the date of receipt of stores/articles at consignee depot. If during this period, the stores supplied are found by the consignee to be defective, then the purchaser shall be entitled to call upon the contractor to rectify and/or not replaced the defective stores/articles immediately and within such period as may be fixed by the purchasers/inspection authority for the purpose.

The stores so replaced/rectified shall be deemed to bear warranty period as mentioned above from the date of replacement/rectification of any part of portion of the stores are consumed. The contractor shall also be liable to compensate the purchaser in the form of price reduction for the stores so consumed, such price reduction being decided by the purchaser office/inspection authority.

may develop under normal use of the supplied goods under the conditions prevailing in India.

- 11.2 This warranty shall remain valid for..... (.....) years after the goods have been delivered at the final destination and accepted by the Purchaser in terms of the contract.
- 11.3 The supplier shall, promptly repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination on site. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Purchaser for such replaced parts/goods thereafter.
- 11.4 If the supplier, having been notified, fails to rectify/replace the defect(s) promptly, the Purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the Purchaser may have against the supplier.

- 11.5 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Purchaser promptly on receipt of order from the purchaser.
- 11.6 An UPTIME warranty of 95% during the warranty should be provided. Down time above 5% per year will extend the warranty period by double the down time period.

Prices

Prices to be charged by the supplier for supply of goods in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its Bid and incorporated in the contract.

Terms and Mode of Payment 14.1

Payment Terms

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

Delay in the supplier's performance.

- 15.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser as incorporated in the contract.
- 15.2 In cases where Delivery Period is linked with date of opening of Letter of Credit, and in case the Letter of Credit is amended to make Letter of Credit as per contract, then in such cases the Delivery Period will be calculated from the date of amendment of Letter of Credit.
- 15.3 Subject to the provision of Force Majeure under GCC clause 19, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
- 15.5 The supplier shall not despatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and /

or any other expense related to such supply shall lie against the purchaser.

Termination for default

- 17.1 The purchaser, without prejudice to any other contractual rights and remedies available to it (the purchaser), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC sub-clauses 15.3 and 15.4.
- 17.2 Unless otherwise instructed by the purchaser, the supplier shall continue to perform the contract to the extent not terminated.

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.

Termination for convenience

- 20.1 The Purchaser reserves the right to terminate the contract, in whole or in part for its (purchaser's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the purchaser. The notice shall also indicate inter alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 20.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser may decide: To get any

portion of the balance completed and delivered at the contract terms, conditions and prices; and / or To cancel the remaining portion of the goods and services.

Fall Clause

The Supplier undertakes that he has not supplied/is not supplying similar products/system or sub-systems to any department of Govt. of India i.e. Central Government/ State Government, Statutory Undertakings of Central/ State Governments/Local Bodies etc. and as well as to private purchaser, domestic or foreign at a price lower than that offered in the present bid. 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 and in case of running contract such differential price shall be adjusted from the invoice/or any amount due to the supplier.

Applicable Law

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

SECTION – VIII
(A) CONTRACT AGREEMENT CONTRACT FORM
FOR SUPPLY of Physiotherapy Items
SPORTS AUTHORITY OF INDIA

Contract No _____

Dated _____

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

Name & address of the Supplier: _____

Purchaser's Bidding Document No _____ dated _____
and subsequent Amendment No _____, dated _____ (if
any), issued by the purchaser.

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.

In addition to this Contract Form, the following documents
etc, which are included in the documents mentioned under
paragraphs 2 and 3 above, shall also be deemed to form and
be read and construed as integral part of this contract:

General Conditions of Contract;

Schedule of Requirements;

Technical Specifications;

Bid Form furnished by the supplier;

Price Schedule(s) furnished by the supplier in its Bid;

Manufacturers' Authorization Form (if applicable for
this Bid);

Purchaser's Notification of Award

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

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

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

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

Total value (in figures) _____ (In words) _____

Delivery schedule:

Details of Performance Security:

Consignee:

Warranty Period:

Payment terms:

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

Received and accepted this contract

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

*[Name & address of the
manufacturers] (Seal of the supplier)*

Date: _____

Place: _____

SECTION - VII

(B) BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

Sports Authority of India,

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: [insert date (as day, month, and year) of Notification of Award] and Contract No. _____

Bank's Branch or Office: [insert complete name of Guarantor]

Beneficiary: Sports Authority of India,

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number]

We have been informed that [insert complete name of Supplier] (hereinafter called "the Supplier") has entered into Contract No. [insert number] dated [insert day and month], [insert year] with you, for the supply of [description of Goods and related Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding [insert amount(s) in figures and words] upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the [insert number] day of [insert month] [insert year], and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[Signatures of authorized representatives of the bank and the Supplier]