



**SPORTS AUTHORITY OF INDIA
NETAJI SUBHAS WESTERN CENTRE
SECTOR-15, GANDHINAGAR
PIN-382016, GUJARAT**

Telephone: +91 079 23288184

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

E-mail: rc.gandhinagar-sai@nic.in

Open Tender Enquiry

Procurement of Sports Equipment

For

Athletics Discipline (Pole Vault)

On E- Tender Basis

Tender Reference Number : SAI/NSWC/GNR/PoleVault/2021-22

DISCLAIMER

This RFP is being issued by Sports Authority of India (SAI) for Procurement of Sports Equipment's for Athletics Discipline on such terms and conditions and technical specifications as set out in this RFP document.

It is hereby clarified that this RFP is not an Agreement and is not an offer or invitation by SAI to any party hereunder. The purpose of this RFP is to provide the bidder (s) with information to assist in the formulation of their proposal submission. This RFP document does not purport to contain all the information bidders may require. This RFP document may not be appropriate for all persons and it is not possible for SAI to consider particular needs of each bidder. Each bidder should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. SAI and their advisor make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations or otherwise as to the accuracy, reliability or completeness of the RFP document.

SAI in their absolute discretion, but without being under any obligation to do so may update, amend or supplement the information in this RFP document.

.....

INDEX

Section	Topic	Page No.
---------	-------	----------

PART-1 BIDDING PROCEDURE

Section I	– Invitation for Bid (IFB) -----	
Section II	– Instructions to Bidders (ITB) -----	
Section III	– (A) Qualification Criteria & (B) Performance Statement-	
Section IV	Bidding Forms:	
	- (A) Bid Submission Form -----	
	- (B) Form of Power of Attorney-----	
	- (C) Price Schedules -----	
	- (D) Bank Guarantee Form for Bid Security-----	
	- (E) Manufacturer’s Authorisation Form -----	
	- (F) National Electronic Fund Transfer (NEFT) Form-----	
	- (G) Letter of Authorisation from bidder	
	- (H) Disclosure of conflict of interest	
	- (I) Disclosure of Code of Integrity	
	- (J) Affidavit/Undertaking	

PART-2 –SUPPLY REQUIREMENTS

Section V	– Schedule of Requirements -----	
Section VI	– Technical Specifications -----	

PART-3 –CONTRACT

Section VII	– (A) General Conditions of Contract (GCC) -----	
	(B) Special Conditions of Contract (SCC) -----	
Section VIII	– Contract Forms	
	(A) Contract Agreement -----	
	(B) Bank Guarantee Form for Performance Security-----	
	(C) Inspection & Acceptance Certificate (IAC) -----	
	(E) Check List-----	
	(F) Consignee List-----	

PART-1

BIDDING PROCEDURE

**SPORTS AUTHORITY OF INDIA
NSWC, Sector-15, Gandhinagar**

Telephone: +91 079 23223182

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

E-mail: rcgandhinagar-sai@nic.in

SECTION- I

**Notice Inviting Tender (NIT)
For Open Tender Enquiry**

Sports Authority of India under Ministry of Youth Affairs and Sports, Govt. of India invites **On-line bids** from eligible bidders, in single stage two bid systems for procurement of the following equipment/items:

S. No.	Name of Equipment/Items	Qty.	Amount of Bid Security in Rs.
1.	Procurement of Pole Vault equipment's	(as per Section V & VI of Tender document)	Rs. 76,240/-

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

The prospective bidders who have not registered can register with E-procurement system of NIC by paying necessary registration charges.

SCHEDULE OF BIDDING PROCESS WITH KEY DETAILS

Date of publish of RFP on e-procurement portal of CPP	27th Jan 2022
Start date and time of downloading of document	27th Jan 2022
Pre-Bid meeting	7th Feb 2022
Bid submission end date	16th Feb 2022
Last Date and Time of uploading/submission of Bids	16th Feb 2022 at 03:00 pm
Bid Validity	180 days from date of publish
Opening of Techno-Commercial Bid (Bid 1)	17th Feb 2022 at 4:00 pm

1. Bidders may 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 are uploaded online before the closing date and time as indicated in the critical date sheet above on CPP Portal <http://eprocure.gov.in/eprocure/app>.
2. Bids shall be submitted online only at CPPP website: <http://eprocure.gov.in/eprocure/app>. Bidders are advised to follow the instructions provided in the 'Instructions to the Bidder for e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>.
3. Bidders shall not tamper/modify the tender form including downloaded price bid template in any manner. In case, the same is found to be tampered/ modified in any manner, tender will out-rightly be rejected.
4. Intending bidders are advised to visit again CPP Portal website www.eprocure.gov.in and SAI website <http://sportsauthorityofindia.nic.in> before submission of tender for any corrigendum / addendum/ amendment.

DIRECTOR
Sports Authority of India
NSWC, Gandhinagar

E-mail: rcgandhinagar-sai@nic.in

SECTION II
INSTRUCTIONS TO BIDDERS (ITB)
CONTENTS

Sl. No.	Topic	Page No.
Section II- A		
(a) PREAMBLE		
1	Definitions and Abbreviations	9
2	Introduction	10
3	Language of Bid	10
4	Eligible goods and related services	10
5	Tendering Expenses	10
6	Local Conditions	10
(b) PRE-BID MEETING		
7	Procedure for Pre-Bid Meeting	11
(c) BIDDING DOCUMENTS		
8	Contents of Bidding Documents	12
9	Amendments to Bidding Documents	12
10	Modification/Withdrawal of Bids	12
11	Clarification of Bidding Documents	12
12	Bid Format	12
(d) PREPARATION OF BIDS		
13	Documents Comprising the Bid	13
14	Technical Bids	13-14
15	Financial Bid	14
16	Bid Currency	15
17	Bid Price	15
18	Indian Agent	16
19	Firm Price	16
20	Alternative Bids	16
21	Documents Established Bidder's Eligibility and Qualification	16
22	Documents establish good's conformity to TE	16
23	Bid Document Security/Earnest Money Deposit	16-17
24	Bid Validity	17
25	Purchaser's right to accept any bid and to reject any or all bid	17
26	Signing of bids	18
(e) SUBMISSION OF BIDS		
27	Instructions for on line submission of bid	18
(f) BID OPENING		
28	Opening of Bids	18
(g) SCRUTINY AND EVALUATION OF BIDS		
29	Basic Principle	19
30	Scrutiny of Tenders	19
31	Minor infirmity/irregularity/non-conformity	19
32	Discrepancies in Prices	20
33	Qualification Criteria	20
34	Conversion of tender currencies to India Rupees	20
35	Comparison of Bids and Award Criteria	20
36	Contacting the Purchaser	20
(h) AWARD OF CONTRACT		

37	The Purchaser's Right to accept any tender and to reject any or all tenders	20
38	Notification of Award	21
39	Issue of Contract	21
40	Annulment of Award	21
41	Termination of Contract	21
42	Disqualification	21
43	Non-receipt of Performance Security and Contract by the Purchaser	21
44	Corrupt or fraudulent practices	21-22
45	Conflict of Interest among bidders/agents	22
Section- II-B		
	Instructions for online Bid Submission	23-25
	Section-III=A	
	Qualification Criteria	26
	Section-III-B	
	Performa for Performance Statement	27
	Section-IV-A	
	Bid Submission Form	28
	Section-IV-B	
	Form for Power of Attorney/Board Resolution	29
	Section-IV-C	
	Price Schedule	30-31
	Section-IV-D	
	Bank Gaurantee for Bid Security	32
	Section-IV-E	
	Manufacturers Authorisation Form	33
	Section-IV-F	
	NEFT Mandate Form	34
	Section-IV-G	
	Letter of Authorisation for Attending Meeting	35
	Section-IV-H	
	Disclosure of conflict of Interest	36
	Section-IV-I	
	Disclosure of Code of integrity	37
	Section-IV-J	
	Affidavit/Undertaking	38
	PART-2	
	Supply Requirement	39
	Section-VI	
	Technical Specification	40
	PART-3	
	Contract	41

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

1. Definitions and Abbreviations

- i) The following definitions and abbreviations, which have been used in these documents shall have the meaning as indicated below:
- ii) Definitions:
- a. “Purchaser” means SAI/the organization purchasing goods and services as incorporated in the Tender Enquiry documents i.e., Procurement of Pole Vault Equipments.
 - b. “Tender” means bids/quotations/Tender received from a Firm/ Bidder.
 - c. “Bidder” means bidder/the individual, company or firm submitting bids/Quotations/Tender.
 - d. “Supplier” means the individuals, company or the firm supplying the goods and services as incorporated in the contract.
 - e. “Goods” means the instruments, machinery, equipment, medical equipment etc., which the supplier is required to supply to the purchaser under the contract.
 - f. “Services” means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, repair, maintenance service and other such obligations of the supplier covered under the contract.
 - g. “Earnest Money Deposit” (EMD) means Bid Security/monetary or financial guarantee to be furnished by a bidder along with its tender.
 - h. “Contract” means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc., therein.
 - i. “Performance Security” means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
 - j. “Consignee” means person to whom the goods are required to be delivered to a person as an interim consignee for the purpose of person is the consignee, also known as ultimate consignee.
 - k. “Specification” means the document/standard that prescribes the requirement with which goods or service has to conform.
 - l. “Inspection” means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
 - m. “Day” means calendar day.
- iii) Abbreviation:-
- a. “TE Document” means Tender Enquiry Document
 - b. “NIT” means Notice Inviting Tenders
 - c. “ITB” means Instruction to Tenders
 - d. “GCC” means General Conditions of Contract
 - e. “SCC” means Special Conditions of Contract
 - f. “NSIC” means National Small Industries Corporation
 - g. “LC” means Letter of Credit
 - h. “DP” means Delivery Period
 - i. “BG” means Bank Guarantee
 - j. “ED” means Excise Duty
 - k. “CD” means Custom Duty
 - l. “RR” Railway Receipt
 - m. “BL” means Bill of Lading
 - n. “FOB” means Free on Board
 - o. “FCA” means Free Carrier
 - p. “FOR” means Free on Rail
 - q. “CIF” means Cost, Insurance and Freight

- r. "CIP (Destinations)" means Carriage and Insurance paid up to named port of destination. Additionally, the insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.
- s. "DDP" means Delivery Duty Paid named place of destination (Consignee site)
- t. "INCOTERMS" means International Commercial Terms as on the date of Tender Opening
- u. "CAMC" means Comprehensive Annual Maintenance Contract (labor, spare parts, up gradation if required, repair, and preventive periodic, annual maintenance, etc.)
- v. "RT" means Re-Tender
- w. "GST" means Goods and Services Tax

2. Introduction

- i) This bid document is for procurement of items as mentioned in **Section –V** "Schedule of Requirements.
- ii) This Section (**Section II**) provides relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the Purchaser for receipt and opening of bids as well as scrutiny and evaluation of bids and subsequent placement of contract.
- iii) The Bidders shall also read the Special Condition of Contract (SCC) related to this purchase, as contained in **Section VII-B** of these documents and follow the same accordingly. Whenever there is a conflict between the ITB/GCC and the SCC, the provisions contained in the SCC shall prevail over those in the ITB/GCC.
- iv) Before formulating the bid and submitting the same to the Purchaser, the bidder should read and examine all the terms and conditions, instructions, specifications etc. contained in the bid document. Failure to provide and/or comply with the required information, instructions etc. incorporated in this bid document, may result in rejection of the bid.

3. Language of Bid

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

4. Eligible Goods and related services

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

5. Tendering Expenses

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

Local Conditions

It is imperative that each bidder fully acquaints himself with all the local conditions and factors, which would have any effect on the performance/completion of the contract in all respect. Bidders would themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time in India and/or country of manufacture and supply. On such matters, the purchaser shall not entertain any request from the bidders.

(b) PRE-BID MEETING

- 7.1 A Pre-Bid conference will be held with the prospective Bidders for the purpose of holding technical & commercial discussions and providing clarifications by the Purchaser. In the Pre-Bid Conference, clarifications pertaining to technical, commercial and other issues regarding the items stipulated in the RFP may be required by the prospective bidders will be provided. The prospective bidders should on their own cost, attend the said conference on the date and venue.
- 7.2 Details of proposed/suggested variations/ deviations/ additions from the Bid specification/conditions, if any, should be clearly indicated while sending queries before Pre-Bid Conference. Any verbal suggestion/ proposal of variations/ deviations/ additions in the RFP document made during the Pre-Bid Conference should also be given in writing to the Purchaser latest by 48 hours on next working day of the pre bid conference.
- 7.3 The purchaser may clarify on variations/ deviations, alternative proposals, which ensure equal or higher quality/ performance to the Technical Specifications during Pre-Bid Conference. However, the decision of the purchaser in this regard will be final.
- 7.4 After incorporation the amendments acceptable to the Purchaser, the RFP Document shall be frozen as per the details provided in RFP, through issuance of an Addendum (s) which can be downloaded from the e-procurement portal and website of SAI. The Bidder shall submit its Bid along with Bid documents including Addendum if any issued duly signed and stamped.
- 7.5 Non-attendance at the Pre- Bid Conference will not be a cause for disqualification of a Bidder. However, the terms and conditions of the addendum (s) will be legally binding on all bidders irrespective of their attendance at the Pre-Bid Conference.
- 7.6 No further suggestions for deviations/variations/ additions will be entertained after the Pre-Bid Conference.

In the wake of Covid-19 circumstances, the Purchaser may also choose to conduct the Pre-Bid meeting virtually. In the event of virtual session, the Purchaser shall share the login details with the Bidders accordingly, before the Pre-Bid meeting.

(c) BIDDING DOCUMENTS

8. Content of Bidding Documents

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

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

9. Amendment(s) to Bid Document

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

10. Modifications/withdrawal of bids

- (i) The bidder, after submitting the bid, is permitted to submit alterations/modifications to the bid, so long such alterations/ modifications are received duly sealed and marked like original bid, up-to the date and time of submission of bid. Any amendment/modification submitted after the prescribed date and time of receipt of bids shall not be considered.

11. Clarification of Bid Document

- (i) A bidder requiring any clarification or elucidation on any issue in respect of the bid document may take up the same with the Purchaser in writing. The Purchaser may respond in writing to such request provided the same is received (by the Purchaser) not later than 10 (ten) days prior to the prescribed original date of submission of bid.
- (ii) Any clarification issued by Purchaser in response to query (ies) raised by the prospective bidders shall form an integral part of bid document and it may amount to an amendment of the relevant clause(s) of the bid document.

12. Bid format

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

(d) PREPARATION OF BIDS**13. Documents comprising the bid**

The bid prepared by the Bidder shall comprise the components detailed in Clause 14 & 15 of ITB (Technical and Financial Bid). The Bids not conforming to the requirements as stated in the said clauses shall be summarily rejected. SAI's decision in this regard shall be final, conclusive and binding on all the Bidder(s).

14. Technical Bid:

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

- (i) **Bid Security:** Bid Security is to be furnished in accordance with clause 23 of ITB and bid submission as per form at **Section IV (A)**. Alternatively, documentary evidence for claiming exemption, if any, from payment of Earnest Money.
- (ii) Authorization Certificate issued by OEM in favor of the bidder, if the bidder is not the Manufacturer of the goods to be supplied. (Either of the two can participate in the Bidding Process)
- (iii) Self-attested ID proof, address proof, PAN Card and a recent passport size colored photograph of authorized representative.
- (iv) Bidder/Agent who quotes for items manufactured by OEM shall furnish scanned copy of Manufacturer's Authorization Form as per **Section IV(E)**.
- (v) Registration Certificate of Partnership Company, duly registered copy of Partnership Deed/MOA of the Company (as per law of the country origin).
- (vi) Certificate of Incorporation/ Registration Certificate of the firm / Company/Agency in the country of origin (as per law of the country origin).
- (vii) Documents mentioned in the qualification criteria as per **Section III - (A)**.
- (viii) "Performance Statement" as per perform in **Section III-(B)** along with relevant copies of orders and end users' satisfaction certificate/installation reports.
- (ix) National Electronic Fund Transfer (NEFT Form) as per **Section IV- (F)** for payment in Indian Rupee.
- (x) Certificate of Chartered Accountant showing annual turnover for the last three financial years ending 31st March 2021. Copies of Balance Sheet, Profit and Loss Account statement etc need not be enclosed.
- (xi) Income Tax returns filed for the last three financial years.
- (xii) Goods & Services Tax Registration Certificate. (as per law of the country origin)
- (xiii) Valid PAN, TIN (Tax Payer Identification Number)/TAN (as per law of the country origin)
- (xiv) Documents and relevant details to establish that the goods and the allied services to be supplied by the bidder conform to be requirement of TE Documents. In case, the configuration/specifications offered by the bidder are found to be inferior to the configurations/specifications prescribed in the nomenclature Section VI, then the tender of such bidders shall be rejected out rightly.
- (xv) Bidder shall furnish details of its quality control system and organization certifying that they have the capacity to ensure adequate quality control at all stage of the manufacturing

process. If the bidder is not the manufacturer, the said information is to be obtained from the OEM.

- (xvi) The bidder should not have been black-listed by Central/ State Governments/ PSUs at any point of time. There should not be any criminal proceedings/conviction against the bidder at any point of time any other information considered necessary but not included above.
- (xvii) Scanned copy of Certificate/Undertaking indicating that the rates quoted for supply of said Items/Items by the firm are not higher than the rate of the item supplied by the firm in any other Government Organization/Institutions/PSU etc.
- (xviii) Catalogue containing detailed technical specification.

Note:

- i) *The bidding companies /firms /agencies are required to attest (self-attestation) the scanned copies of documents, along with the bid, signed on each page with seal, to establish the bidders' eligibility and qualifications failing which their bid shall be summarily rejected and will not be considered. The bidders are responsible for what they attest and claim; if, later on, it is found that whatever has been attested by the bidder is not true/ correct, the company/firm / agency of the bidder will render itself liable for punitive action including debarment for purpose of procurement of any item(s), in addition to attracting penal provisions of the agreement. The original copies shall be produced by the Bidder as and when required by the Purchaser.*
- ii) *The bidders shall execute necessary instrument and documents required by SAI/purchaser in relation to the bidding documents and shall adhere to all notification/amendments as may be issued by the purchaser from time to time. All costs (including taxes, stamp duties and registration charges if any shall be borne by the bidders)*
- iii) *The Technical bid shall not include any financial information. Such a bid shall be summarily rejected.*

15. Financial Bid: - This should be uploaded online in the prescribed XLS format as per BOQ available in CPP Portal.

- (i) Financial proposal should contain the 'Price Schedule' in the XLS format prescribed in. All prices should be in India Rupees.
- (ii) Deleted
- (iii) All the bidders are required to quote prices on DDP (Delivered Duty Paid) to destination at consignee's site. They shall furnish breakup of the prices as per price schedule given in RFP bids not containing the breakup of prices all liable to be rejected.
- (iv) The price for the equipment manufactured in India shall include a complete breakup showing the basic price, excise duty, other levies, GST, packing charges, forwarding charges, freight and insurance charges and other charges if any shall also be given. Bids not containing the breakup of prices all liable to be rejected. Government levies, duty, taxes on the complete equipment as applicable on the date of opening of price bid will be considered for evaluation. In case there is variation in the statutory duties/taxes during the currency of the contract, the same will be payable at actual as applicable on the date of invoicing of equipment provided the equipment are delivered as per contracted delivery schedule.
- (v) The bidders should quote their lowest possible prices. The Bidders shall be required to certify / give an undertaking to the effect that the rates quoted are minimum /reasonable and they have not quoted/charged lower rates from any other Government/State/ PSU Departments. The undertaking be certified and stamped by their Chartered Accountant. In case the contractor offers to supply the equipment conforming to same specification to any other state or central government or PSU at rates lower than the rates accepted against the present contract/ such lower rates shall also be made applicable to all the equipment supplied/ to be supplied against the present contract subsequent to the said date of offer of supply at the lower rates by the contractor.
- (vi) The term DDP shall mean as defined in INCOTERMS – 2000.

- (vii) The price quoted for the equipment shall be firm and not subject to any upward variation except for the variation in statutory levies and duties separately quoted by the bidder in its bids.
- (viii) Deleted.**
- (ix) Bidder shall quote only one price for each item. If more than one price is quoted, the lowest unit rate quoted by the bidder will be considered for evaluation.
- (x) The authorized signatory of the bidder must sign the bid, duly stamped at appropriate places with initial on all the remaining pages of the bid. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- (xi) No condition shall be attached to the Financial Bid. Conditional bids shall be summarily rejected.
- (xii) The bid of a bidder, who does not fulfill any of the above requirements and /or gives evasive information /reply against any such requirement, shall be liable to be ignored and rejected.

Note: Bidders are requested to upload the "Technical Bid" and "Financial Bid" separately having the above mentioned documents online.

16. Bid currency

- (i) All the bidders should quote only in Indian Rupees
- (ii) Deleted
- (iii) Tenders, where prices are quoted in any other way shall be treated as non-responsive and rejected.

17. Bid Price

- (i) The Bidder shall indicate on the Price Schedule provided under Section IV (C) all the specified components of prices shown therein. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a Bidder, same should be clarified as "NA" (means Not Applicable) by the Bidder.
- (ii) 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 BOQ.
- (iii) Duties and Taxes:
 - a) The bidders are required to indicate the duties and taxes payable by them in their Price Schedule. For the supplies made as per the original delivery schedule the statutory levies as applicable on the date of supply shall be paid/ reimbursed to the Bidder/contractor at actual.
 - b) For the supplies made beyond the original delivery schedule, the reimbursement of statutory levies shall be governed by the provisions of the contract. In no case, the Bidder/contractor shall be entitled to any increase in duties and levies imposed after expiry of original delivery period.
 - c) 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. However, none of charges mentioned above shall be reimbursed if delivery is beyond the time schedule.

(iv) Customs Duty:

Deleted

(v) 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.

(vi) The need for indication of all such price components by the Bidders, as required in this clause 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.

18. Indian Agent

Deleted

19. Firm Price

The prices quoted by the bidder shall remain firm and fixed during the currency of the contract. As regards, taxes and duties, if any chargeable on the items, clause 16 of this Section will be applicable.

20. Alternative Bids are not allowed.

21. Documents establishing bidder's eligibility and qualifications

- (i) Pursuant to ITB clauses 13, the bidder shall furnish, as part of its bid, relevant details and documents establishing its qualifications to perform the contract.
- (ii) The documentary evidence needed to establish the bidder's qualifications:
- (iii) In case the bidder offers to supply items, which are manufactured by some other firm, the bidder should be duly authorized by the manufacturer to quote for and supply the goods to the Purchaser. The bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section IV-E of this document.

22. Documents establishing good's Conformity to TE Documents.

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

23. Bid Security/Earnest Money Deposit (EMD)

- (i) The bidder shall furnish Bid Security for an amount as shown in the Clause 1 of Section I- IFB. The Bid Security is required to protect the Purchaser against the risk of the bidder's unwarranted conduct as explained under sub-clause 23 (vi) below. Non submission of Bid Security will be considered as major deviation and bid will not be considered.
- (ii) In case, as per notification of Government of India, the bidder falls in the category of exemption of Bid Security, it should furnish the relevant notification along with required documents like valid Registration Certificate etc.
- (iii) The Bid Security shall be furnished in one of the following forms:
 - a) Account Payee Demand Draft
 - b) Fixed Deposit Receipt
 - c) Banker's cheque / Pay Order
 - d) Bank Guarantee from any of the commercial banks (as per the format at **Section IV-D**)
 - e)
- (iv) The Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee shall be drawn on any Commercial Bank in India, in favor of the "**Director, Sports Authority of India**", payable at **Gandhinagar**. In case of Bank Guarantee, the same is to be obtained from any commercial bank in India as per the format specified under **Section IV (D)** of the Bid Document.
- (v) The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. The Bid Security shall be valid for **225 days** from the date of opening of the Technical Bid.
- (vi) Earnest Money is required to protect the purchaser against the risk of the bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful bidder's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.
- (vii) Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid or in breach of any condition of the tender documents in any respect within the period of validity of its bid without prejudice to other rights of the Purchaser. Further, if successful bidder fails to furnish the required Performance Security and sign the contract / agreement within the period as specified by SAI in the Letter of Award (LoA), its Bid Security/EMD will be forfeited.

24. Bid Validity

- (i) The bid shall remain valid for acceptance for a period of **180 days** after the date of bid opening, prescribed in the bid document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.
- (ii) In exceptional circumstances, Purchaser may request the bidders' consent to extend the validity of their bids up to a specified period. The bidders, who agree to extend the bid validity period are to confirm the same in writing. However, they will not be permitted to modify their original bids during the extended bid validity period.
- (iii) In case, the day up to which the bids are to remain valid falls on a holiday or on a day declared as holiday or closed day for the Purchaser, the bid validity shall automatically be extended up to the next working day.

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

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

26. Signing of bids

- (i) The bidders shall submit their bids as per the instruction contained in ITB.
- (ii) The tender shall either be typed or written in legible/ indelible ink and the same shall be signed by the bidder or by a person (s) who has been duly authorized to bind the bidder to the contract. The letter of authorization shall be by a written power of attorney/board resolution, which shall also be furnished along with the bid.
- (iii) The tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, of any shall be initialed by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialed by the person(s) signing the tender.

(e) SUBMISSION OF BIDS

27. Submission of bids

- (i) Bids should be submitted On-line as per the instructions given for On-line submission under Section II (B).
- (ii) Bids must be received by the Purchaser not later than the date and time prescribed in the bid document.
- (iii) Purchaser, at his discretion, may extend the deadline for submission of bids by amending the bid document in accordance with clause 9 of **ITB**. In that case, all rights and obligations of the Purchaser and the bidders would automatically stand extended.
- (iv) Submission of more than one bid by the same bidder shall entail him for disqualification from participating in the bid process. OEM or its Agent / Authorized Dealer shall submit the Bid.

(f) BID OPENING

28. Opening of bids

- (i) The Purchaser will open the bids at the specified date, time and place as indicated in the IFB in **Section-I**. If due to administrative reasons the venue / date/ time of bid opening are changed, it will be uploaded on CPP Portal and on the SAI's website.
- (ii) In case the specified date of bid opening falls on a holiday or is subsequently declared a holiday or closed day for the Purchaser, the bids will be opened at the appointed time and place on the next working day.
- (iii) Authorized representatives of the bidders, who have submitted bids on time may attend the bid opening provided they bring with them letters of authority from the corresponding bidders. Letter of authority for attending the bid opening meeting should be in the format placed at **Section IV (G)**.
- (iv) **The Purchaser may opt for virtual/online session for bid opening depending upon the covid-19 circumstances. The log in details shall be shared accordingly with the Bidders.**
- (v) Two – bid system as mentioned in Para 13 above will be as follows: -

- a) **Technical Bids** will be opened in the first instance, at the prescribed date and time as indicated in **Section –I (IFB)**. These bids shall be scrutinized and evaluated by the Purchaser with reference to parameters prescribed in the Bid Document. During the Technical bid opening, the bid opening official(s) will read the salient features of the bids like brief description of the items offered, delivery period, Bid Security and any other special features of the bids, as deemed fit by them. Thereafter, in the second stage, the Financial Bids of only the technically accepted bids / offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical Bid. The prices, special discount if any offered etc., as deemed fit by bid opening official(s) will also be read out.

(g) SCRUTINY AND EVALUATION OF BIDS

29. Basic Principle

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

30. Scrutiny of Tenders

- (i) The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- (ii) Purchaser will determine the responsiveness of each Tender to the TE Document without recourse to extrinsic evidence.
- (iii) The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.
- (iv) The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;
 - a) Qualification Criteria not enclosed
 - b) Tender is unsigned.
 - c) Tender validity is shorter than the required period
 - d) Required EMD (Amount, validity etc.)/exemption documents have not been provided
 - e) Bidder has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer’s Authorization letter.
 - f) Bidder has not agreed to give the required performance security.
 - g) Goods offered are not meeting the tender enquiry specification.
 - h) Bidder has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
 - i) Poor/ unsatisfactory past performance.
 - j) Bidder has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
 - k) Bidder has not complied with the requirement of Clauses of ITB.
 - l) As defined in Section–VII-, General Conditions Of Contract (GCC) Clause 30 of only Class I Local Supplier and Class II Local Supplier will be eligible to bid in this IFB.

31. Minor infirmity/irregularity/non-conformity

If during the preliminary examination, the purchaser finds any minor infirmity and/ or irregularity and/ or non-conformity in a tender, the purchaser will convey its observation on such ‘minor’ issues to the bidder by speed post/ mail etc. asking the bidder to response by a specified date. If the bidder

does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

32. Discrepancies in Prices

- a) If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
- b) If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected, and
- c) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 31 of ITB.
- d) If, as per the judgment of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by registered/speed post. If the bidder does not agree to the observation of the purchaser, the tender is liable to be ignored.

33. Qualification Criteria

Bids of the Bidders, who do not meet the required Qualification Criteria prescribed in Clause 14 of Section II A read with Section III (A), will be treated as non - responsive and will not be considered further.

34. Conversion of tender currencies to Indian Rupees

Deleted being N/A.

35. Comparison of Bids and Award Criteria

- (i) The comparison of the techno commercially responsive Bids for ranking purpose shall be carried out on Delivery on DDP basis at Consignee Site basis, inclusive of applicable taxes, duties, incidental services. The CAMC prices, if any will also be added for comparison/ranking purpose for evaluation.
- (ii) The Contract shall be awarded to the responsive Bidder(s) who is overall lowest (all the items will be as considered single item) and who meets the laid down Qualification Criteria in the Bid documents.
- (iii) The Purchaser reserves the right to give the price preference/ purchase preference as per the instruction in vogue while evaluating, comparing and ranking the responsive Bids. The Bidders claiming the same should enclose the concerned Notification of Govt. of India along with other relevant documents so as to establish their claim for such preferences.

36. Contacting the Purchaser

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

(h) AWARD OF CONTRACT

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

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

38. Notification of Award

- (i) The bidder whose bid has been accepted will be notified of the award by the Purchaser prior to the expiry of the bid validity period.
- (ii) Before expiry of the bid validity period, the Purchaser will notify the successful bidder in writing, by speed post or email that its bid for items, which have been selected by the Purchaser, has been accepted; also briefly indicating there-in, that the essential details like description, quantity of the items, and delivery period, and prices have been accepted. The successful bidder must furnish to the Purchaser the required Performance Security within 30 days from the date of dispatch of this notification. SAI reserves the right to impose penalty @0.05% of contract value per day for further period of 07 days, 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 5 under **Section VII (A)**.
- (iii) The Letter of Award (LoA) will state the sum that the Purchaser will pay to the successful bidder in consideration of the items to be supplied by him.
- (iv) The details of award of work and name of the successful bidder shall be mentioned on the CPPP and also in the notice board/bulletin/website of SAI.
- (v) Notification of Award shall constitute the conclusion of the Contract.

39. Issue of Contract

- (i) Promptly after notification of award, the Purchaser will mail the Contract Agreement as per **Section VIII (A)**, duly completed to the successful bidder by speed post/mail.
- (ii) The successful bidder shall return the contract in duplicate duly typed on stamp paper and duly signed and dated, to the Purchaser by speed post/mail within **seven** days from the date of issue of the contract.
- (iii) The purchaser reserves the right to issue the Notification of Award consignee wise.

40. Annulment of Award

Failure of the successful bidder to comply with the requirement of signing an agreement with the Purchaser and furnishing Performance Security as per clause 5 of **Section VII (A)** shall constitute sufficient ground for annulment of the award and forfeiture of bid security.

41. Termination of Contract

The SAI reserves the right to terminate the contract without assigning any reason. Before termination of contract, SAI will notify the service bidder giving a notice of 30 days.

42. Disqualification

Purchaser reserves the right to disqualify the bidder for a suitable period who fails to supply the items in time. Further, the bidder(s) whose items do not perform satisfactorily in accordance with the specifications may also be disqualified for a suitable period by the Purchaser. Misrepresentation of facts if found at any stage during the contract period including warranty clause will also attract disqualification. Time and quality of equipment is the essence of the Agreement.

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

Failure of the successful Bidder in providing Performance Security and / or returning contract copy duly signed in terms of ITB shall make the Bidder liable for forfeiture of its bid security and, also, for

further actions by the Purchaser against it as per the clause 21 of GCC – Termination of default in Section-VII (A) and other administrative actions as deemed fit by the purchaser.

44. Corrupt or fraudulent practices

- (i) It is required by all concerned namely the Consignee/Bidder/Supplier to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -
 - a) Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
 - b) Will declare a firm ineligible or blacklist for a stated period of time, to be awarded a contract by the Purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or in executing the contract
 - c) The Purchaser reserves the right not to conclude the contract and in case contract has been issued, terminate the same, if found to be obtained by any misrepresentation, concealment and suppression of material facts by the bidder. In addition, Bid Security/ Performance Security (as the case may be) deposited by the bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment and suppression of material facts shall be initiated.

45. Conflict of Interest among bidders/agents

- (i) A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of purchaser's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process if;
 - a) they have controlling partner (s) in common; or
 - b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or
 - c) they have the same legal representative/agent for purposes of this bid; or
 - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
 - e) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assemblies from one bidding manufacturer in more than one bid.
 - f) One manufacturer can authorize only one agent/dealer. There can be only one bid from the following: -
 - 1. The principal manufacturer directly or through one Indian agent on his behalf;
 - g) a bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid;
 - h) in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business.

SECTION-II

(B) Instructions for Online Bid Submission

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

A. REGISTRATION

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

B. SEARCHING FOR TENDER DOCUMENTS

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

C. PREPARATION OF BIDS

- (i) Bidder should take into account corrigendum published on the tender document before submitting their bids.
- (ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG

formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

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

D. SUBMISSION OF BIDS

- (i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (ii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (iii) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- (iv) Bidder should prepare the EMD as per the instruction specified in the tender document. The original should be posted/couriered/given in person to the concerned official latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (v) 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.

E. ASSISTANCE TO BIDDERS

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

- (ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The Contract number for the helpdesk is +91 079 232 23182. Foreign bidder can get help at +91 079 232 23182.

SECTION III (A)
QUALIFICATION CRITERIA

Bid Reference No. :

- (a) The Bidder must be a Manufacturer or its authorized agents
(b) The bidder must satisfy the following eligibility criteria –

Sl.No.	Descriptions	Document Required
1.	Bidder should have an Annual Average Turnover of Rs.38,12,000 in the last 3 Financial Years viz 2018-19,2019-2020 & 2020-2021.	Statutory Auditors certificate. Balance Sheet and Profit and Loss Account for the last three financial years
2.	The manufacturer/bidder should have successfully completed contracts of having supplied and installed the required items during the last three (03 years) to sports stadia/sports academies/ Govt./ Defense/ sports bodies/reputed private institutions	The requisite order (s) along with satisfactory completion certificate issued by relevant authority not less than the rank of Section Officer
3.	The manufacturer should be manufacturing and installing the concerned equipment, at least for the last three years	Furnish requisite document
4.	In case the bidder is not manufacturer then the bidder should be an authorized agent of the manufacturer and in business of supplying sports equipment for more than one (01) year.	Furnish requisite document
5.	The bidder should be solvent	Furnish requisite document.

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

(d) In case technical specification and rates being equal, preference will be given to such firms having relevant ISO or other equivalent certification for quality assurance. In case parameters come on equal footings, successful bidder will be the one, having highest turnover.

SECTION– III (B)
PROFORMA FOR PERFORMANCE STATEMENT
(For the period of last three years)

Bid Reference No.

Date and Time of opening : _____

Name and address of the Bidder : _____

Name and address of the manufacturer : _____

Order placed by (full address of Purchaser)	Order number and date	Description and quantity of ordered goods	Value of order (Rs.)	Date of completion of supply/Contract		Remarks indicating reasons for delay if any	Have the goods been functioning satisfactorily (Attach documentary proof) **
				As per Contract	Actual		
1	2	3	4	5	6	7	8

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect; we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

Signature and seal of the Bidder

** The documentary proof will be certificate from the consignee/end user with cross-reference of order no. and date in the certificate along with a notarized certification authenticating the correctness of the information furnished.

SECTION – IV
(A) BID SUBMISSION FORM

Date _____

To
Sports Authority of India

NSWC, Sector-15, Gandhinagar-382016, Gujarat

Ref.: Your Bidding Document No. _____

Sir,

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

2. 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 05 of Section-VII (A) for due performance of the Contract.
3. 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.
4. We further confirm that, upon conclusion of formal Contract on us, the supply orders placed on us by the designated Purchaser against the Contract shall constitute a binding contract between us and the Purchaser.
5. We confirm that the rates offered by the OEM or its authorized agent are same in respect of the items stipulated in the contract document.
6. We undertake that we have not supplied the required items at a price lower than the price quoted for these items by us.
7. We fully agree to abide by all terms and conditions of General Conditions of Contract/Special Condition of Contract as per Section-VII.
8. We further understand that you are not bound to accept the lowest or any Bid you may receive against your above-referred Bid Reference.
9. We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.
10. We confirm that we fully agree to the terms and conditions specified in above mentioned Bidding Document, including amendment/ corrigendum if any

[Signature with date, name and designation]

Duly authorised to sign Bid for and on behalf of Messrs _____

[Name & address of the manufacturers]

SECTION – IV**(B) Form for Power of Attorney/Board resolution**

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

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

IN WITNESS WHEREOF WE, _____THE ABOVE-NAMED PRINCIPALS
HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2020

For _____

(Signature)

(Name, Title, and Address) Witnesses:

- 1.
- 2.

Accepted (Notarized)
(Signature)

(Name, Title and Address of the Attorney)

Section IV

(C) PRICE SCHEDULE (BOQ)

AS PER BOQ UPLOADED IN THE CPP PORTAL

- 1. The prices quoted will be inclusive of Warranty terms as defined in the tender document. Delivery period and other terms will be as per Tender Terms.**
- 2. Equipment and its specification have to be as per specification mentioned in BOQ (IAAF & AFI standard for competition).**
- 3. All bidders have to attached the brochure/Catalogue of the equipment along with specification with this document.**

Signature of Bidder _____
Name & Designation _____

Business

Place: _____
Address _____
Date: _____

Seal of the Bidder _____

SECTION – IV
(D) BANK GUARANTEE FORM FOR BID SECURITY

Whereas _____ (hereinafter called the “Bidder”) has submitted its quotation dated _____ for the supply of _____ (here in after 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 Sports Authority of India, Gandhinagar-382016 (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, breaches the terms and conditions of the tender document, impairs or derogates from the Bid in any respect within the period of validity of this Bid.
- (2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of its validity: -
 - a) Fails or refuses to furnish the performance security for the due Performance of the contract.
 - or
 - b) Fails or refuses to accept/execute the Rate Contract.

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

This 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
(E) MANUFACTURER’S AUTHORISATION FORM

To

Director
Sports Authority of India
NSWC, Sector-15,
Gandhinagar-382016 (Gujarat)

Sir,

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

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

Yours faithfully,

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

[Name & address of the manufacturers]

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

SECTION – IV
(F) NEFT MANDATE FORM

From: M/s.

Date:

To

Director
Sports Authority of India
NSWC, Sector-15,
Gandhinagar-382016 (Gujarat)

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 bidder]

Confirmed by Bank

Enclosed a copy of Crossed Cheque

SECTION – IV

(G) LETTER OF AUTHORISATION FOR ATTENDING BID OPENING MEETING

Tender No.

Subject : Authorisation for attending bid opening on------(date) in the
tender of -----

Following persons are hereby authorised to attend the bid opening for the tender mentioned above on behalf of -----(bidder) in order of preference given below.

Order of Preference	Name	Specimen Signature
---------------------	------	--------------------

- 1.
- 2.

Alternate Representative

Signatures of bidder

Or

Officer authorised to sign the bid documents on behalf of the bidder.

Note:

1. *Maximum of two representatives will be permitted to attend bid opening. In case where it is restricted to one, first preference will be allowed. Alternate representatives will be permitted when regular representative are not able to attend.*
2. *Permission for entry to the hall where bids are opened may be refused in case authorisation as prescribed above is not furnished.*

SECTION IV**(H) DISCLOSURE OF CONFLICT OF INTEREST**

It is hereby disclosed that we have not any conflict of interest with others bidders in terms of conditions stipulated in clause No.46 of Section II- A of Tender Document. If this disclosure is found wrong later on, we are liable for punitive action as per terms of the agreement.

(Authorized Signatory)
Stamp

SECTION IV
(I) DISCLOSURE OF CODE OF INTEGRITY

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

1. Prohibition of:-
 - a) Making offer either directly or indirectly in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - b) Any omission, or misrepresentation that may mislead or attempt to mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
 - c) Any collusion bid rigging or anti-competitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
 - d) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - e) Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.
 - f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - g) Obstruction of any investigation or auditing of a procurement process.
 - h) Making false declaration or providing false information for participation in a tender process or to secure a contract.
2. It is also disclosed that no previous transgressions have been made in respect of the provisions of Sub Clause (i) of Rule 175 of GFR with any entity in any country during the last three year or of being debarred by any other procuring entity.

(Authorized Signatory)
Stamp

SECTION IV**(J) AFFIDAVIT/UNDERTAKING**

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

Date:

(Signature of the bidder)
NAME & ADDRESS OF THE
BIDDER

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

PART-2**SUPPLY REQUIREMENTS**

S.No.	NAME OF EQUIPMENT	QTY.
1	As per separate sheet attached	
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

Part II: Required Delivery Schedule:

Required Delivery Schedule: Stores/Goods /Equipment are required within 45 days from date of signing of contract. However, the Bidders may quote their earliest delivery period from the date of signing of Contract. Time is essence of Contract. The Supplier is requested to deliver goods within the Delivery Period and the date of delivery at Consignee site will be considered as actual date of delivery.

Part III: Required Terms of Delivery:**a) For goods manufactured in India**

Free Delivery at Consignee Site.

Part-IV: Consignee:

Sports Authority of India, NSWC Gandhinagar near Mahatma minder Gandhinagar, Gujarat-3820016

SECTION - VI
TECHNICAL SPECIFICATIONS

S.No	Item	Technical Specification
1.		
2.		
3.		As per separate sheet attached
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		

PART-3 CONTRACT

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

SI No.	Topic	Page No.
1	Application	43
2	Use of contract documents and information	43
3	Patent Rights	43
4	Country of Origin	43
5	Performance Security	44
6	Technical Specifications and Standards	45
7	Packing and Marking	45
8	Inspection, Testing and Quality Control	45-46
9	Terms of Delivery	46-47
10	Insurance	47
11	Spare Parts	47
12	Incidental Services	47
13	Despatch Documents for goods imported from abroad	48
14	Warranty	48-49
15	Assignment	49
16	Prices	49
17	Taxes, Duties & Octroi	
18	Terms and mode of Payment	50-51
19	Delay in the supplier's performance	51-52
20	Liquidated Damages	52
21	Termination for default	53
22	Notice	53
23	Termination for insolvency	53
24	Force Majeure	53-54
25	Termination for convenience	54
26	Fall Clause	54
27	Withholding and lien in respect of sums claimed	55
28	Resolution of disputes	55
29	Applicable Law	55
30	Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders	55-56

SECTION - VII - A

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

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

2. Use of contract documents and information

- a) The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purpose of such performance for this contract.
- b) Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub clause 2.1 above except for the sole purpose of performing this contract.
- c) Except the contract issued to the supplier, each and every other document mentioned in GCC sub clause 2 (a) above shall remain the property of the purchaser and if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligation under this contract.

3. Intellectual Property Rights/Patent Rights

- a) The supplier shall, at all times, fully indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks, copyright etc. Being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expense take care of the same for settlement and if required, duly represent the purchaser before any courts/forums in this regard, without any cost liability to the purchaser.

4. Country of Origin

- a) All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- b) The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

c) The country of origin may be specified in the price schedule.

5. Performance Guarantee

- a) As guarantee for the due performance, observance and fulfillment of all obligations, terms, conditions, representations, warranties and covenants of the Supplier under the Bidding Documents within 21 days from the date of the issue of notification of award by the purchaser, the Supplier shall furnish Performance guarantee to the Purchaser for an amount equivalent to ten per cent (10%) of the total value of the contract prior signing of this contract.
- b) Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty period of 2 years from the date of acceptance of the items by the consignee(s).
- c) Supplier may furnish performance guarantee in the form of an account payee Demand Draft, Fixed Deposit Receipt from the a commercial bank, Bank Guarantee from a Commercial bank in an acceptable form in the format at **Section VIII (B)**, safeguarding the Purchaser's interest in all respects.
- d) In the event of any amendment issued to the contract regarding extension of delivery period, the supplier shall, within 15 days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the amended contract.
- e) Bid security will be refunded to the successful bidder on receipt of Performance Security.
- f) The Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations subject to adjustment of all amounts/losses/damages/recoveries/ penalties payable to the Purchaser and claims of Purchaser, there from.
- g) The Performance Security shall be denominated in Indian Rupees in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in **Section-VIII(B)** of this document in favor of the Purchaser.
- h) Performance Security shall be forfeited and credited to the accounts of SAI, in the event of a breach of contract by the supplier, in terms of the relevant contract. Without prejudice to its other rights and remedies under any contract, law or equity (including without limitation Purchaser's right to terminate the Agreement for breach and claim for losses and damages),
- i) Supplier agrees that the decision of Purchaser in respect of any forfeiture/invoication/adjustment of the Performance Security will be final and binding on the Supplier. Purchaser shall be entitled, without any limitation or interference, to forfeit/invoke/adjust the Performance Security, as set out in this Section. Upon forfeiture/invoication/adjustment of the Performance Security as aforesaid, the Supplier shall replenish the Performance Security to their original amounts within 7 days from the date of such forfeiture/invoication/ adjustment. In case of any delay or failure in replenishing the Performance Securities as set forth in the foregoing sentence, Purchaser reserves its rights to terminate the Bidding Documents without any further notice to the Supplier at the cost and liability of the Supplier.

6. 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.

7. Packing and Marking

- a) The packing for the goods to be provided by the supplier should be strong and durable enough to withstand transit hazards, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- b) Unless otherwise mentioned in the Technical Specification under Section VI, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:-
 - (i) Contract number and date
 - (ii) Brief description of the goods including quantity
 - (iii) Packing list reference number
 - (iv) Country of origin of the goods
 - (v) Consignee's name and full address and
 - (vi) Supplier's name and address

8. Inspection, Testing and Quality Control

- (i) The Contractor should satisfy himself that the stores/goods are in accordance with the terms of the Contract and fully conform to the required specification by carrying out a thorough pre-inspection of each lot of the stores/goods before actually delivering the same to the consignee.
- (ii) In normal course the Stores/goods will be supplied by the contractor on the basis of Manufacturers own Pre-despatch Inspection Certificate. However, purchased goods accepted by the purchaser/consignee and/or its authorized representative during inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the Warranty Clause -14 of GCC.
- (iii) The Purchaser and/or its nominated representative(s) may, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications incorporated in the contract. The Purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging of Purchaser and/or its nominated representative(s) will be borne by the Purchaser and/or its nominated representative(s). However, if no pre-inspection has been carried out by the purchaser, it shall have the right to inspect the same at its own premises as provided in below provisions.
- (iv) For such inspections and tests which are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant

drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.

- (v) If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the Purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
- (vi) If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the Purchaser under the terms & conditions of the contract.
- (vii) The purchaser's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above.
- (viii) Latest lab-test report from authorized/accredited lab not later than a year old from Government or Government approved lab of each item quoted conforming to specifications as mentioned in Section VI. (If not applicable in the case of bidder firm from foreign country, lab-test report not later than a year old from accredited lab of the Authorized International Agency. Their in-house lab of each item quoted conforming to specification as mentioned in section VI.

9. Terms of Delivery

- i. Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract.
- ii. The supplier/contractor is required to complete the supplies within the stipulated delivery period. Time shall be the essence of the Contract. However, in case contractor fails to complete the entire/ part quantity of supplies within the stipulated delivery period, the purchaser, at its discretion, may grant extension in delivery period for unsupplied quantity. Such extension in delivery if granted shall be subject to the following:-
 - a) The supplier/Contractor shall pay and purchaser will recover liquidated damages from the contractor as per contract or as may be indicated by the purchaser as per its prevailing policies.
 - b) No increase in price on account of any statutory increase in or fresh imposition of GST and freight charges/demurrage charges or on any account of any other taxes, levies or duty leviable in respect of the equipment specified in the contract, which takes place after the date of delivery period stipulated in the said contract, shall be admissible on such of the equipment as are delivered after said date.

- c) Notwithstanding any stipulation in the contract for increase in price on any other ground no such increase which takes place after the delivery date stipulated in the contract shall be admissible on such of the equipment as are delivered after the said date.
- d) The purchaser shall be entitled to the benefit of any decrease in price on account of deduction in statutory levies, GST and duties or on account of any other ground which takes place during the currency of the contract and/or after the expiry of the delivery date stipulated in the contract.
- e) Deleted

10. Insurance:

- (i) Unless otherwise instructed, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:
 - a) In case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores/goods duly insured for an amount equal to 110% of the value of the goods from ware house to ware house (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.
 - b) Deleted
 - c) If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will be got extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee without any reason, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actual will be reimbursed.

11. Spare Parts

Bidder should confirm adequate availability of spare parts and ensure it to be made available to the purchaser as and when requirement is raised by the purchaser and after sales service in India for a period of **10 years** after the date of delivery of the stores.

12. Incidental services:

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

- i) Installation and Demonstration of the goods
- ii) On Site Training of Purchaser's Staff to start immediately but not later than 15 days after successful installation of the equipment.

- iv) Supplying required number of operation & maintenance manual for the goods as may be updated from time to time.
- v) Providing comprehensive maintenance

13. Dispatch Documents for Goods:

The supplier shall send all the relevant dispatch documents well in time to the purchaser/consignee to enable the purchaser/consignee clear or receive (as the casemay be) the goods in terms of the contract. Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows:-

- a) For Domestic Goods, including goods already imported by the supplier under its own arrangement. Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and other concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by e-mail/speed post (or as instructed in the contract):
 - 1) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
 - 2) Consignee Receipt Certificate as per Section VIII C in original issued by the authorised representative of the consignee.
 - 3) Two copies of packing list identifying contents of each package;
 - 4) Inspection certificate issued by the designated inspection agency, if any
 - 5) Certificate of origin;
 - 6) Insurance Certificate as per GCC Clause.
 - 7) Manufacturers/Supplier's warranty certificate & In-house inspection certificate.
- b) For Goods imported from abroad: Deleted- N/A

14. Warranty

- (i) The supplier warrants comprehensively that the goods supplied under the contract is/are new, unused and incorporate all recent/latest improvements in design and materials unless prescribed otherwise by the Purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods under the conditions prevailing in India.
- (ii) The warranty shall remain valid for 2 years from the date of installation, commissioning and acceptance. If, Comprehensive Annual Maintenance Contract (CAMC) is required to be done as per contract, it shall be for a period of 2+3= 5 yearsr for all the equipment after the goods or any portion thereof, as the case may be, have been delivered to the final destination and installed and commissioned at the finaldestination and accepted by the purchaser/consignee in terms of the contract. The supplier shall promptly repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Purchaser for such replaced parts/goods thereafter on any account whatsoever .

- (iii) 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.
- (iv) Supplier shall carry sufficient inventories at site 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.
- (v) The purchaser/consignee reserves the rights to enter into Comprehensive Annual Maintenance Contract between Consignee and the Supplier for the period as mentioned in Section VIII (A) (II). Technical specification after the completion of warranty period.
- (vi) The supplier along with its Agent and the CAMC provider shall ensure continued supply of the spare part for the machines and equipment supplied by them to the purchaser for **seven** years including warranty period.
- (vii) 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.

15. Assignment

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

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.

16. Taxes and Duties.

- (i) Supplier shall be entirely responsible for all taxes, duties, levies etc. incurred until delivery of the contracted goods to the purchaser. Only statutory variations on finished product if stipulated in Contract shall be allowed to the extent of actual payment by the Supplier. Local Duties & Terminal Taxes etc.:

Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the Purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser. However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage/detention charges and obtain a receipt for the same. The purchaser shall in no event be liable for any detention/demurrage charges. 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.

18. Terms and Mode of Payment

(i) Payment Terms

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

a) Payment for goods manufactured in India

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

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

- (i) Suppliers certificate that the amount shown in the invoice are correct in terms of the contract and that all terms and conditions of the contract have been complied with.
- (ii) Four copies of Supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (iii) Acceptance Certificate, as per Section VIII (C) in original issued by the authorized representative of the consignee;
- (iv) Two copies of Packing list identifying contents of each package;
- (v) Inspection Certificate issued by the nominated inspection agency, if any.
- (vi) Insurance certificate as per GCC Clause 10.
- (vii) Certificate of origin

b) Payment for Imported Goods on DDP terms: Deleted- NA

(ii) Payment for Comprehensive Annual Maintenance Contract Charges:

The Purchaser/Consignee will enter into Comprehensive Maintenance Contract with the supplier at the rates as stipulated in the Contract. The payment of CAMC charges will be made on quarterly basis after satisfactory completion of said period, duly certified by the consignee. An UPTIME warranty of 95% during the CAMC should be provided. Down time above 5% per year will extend the warranty period and CAMC period by double the down time period. The Supplier will provide at-least quarterly pre-maintenance services in the year in addition to attending to the emergency breakdown calls during the CAMC period.

The Service Provider shall attend the complaint within 24 hours failing which penal provisions under the contract shall be invoked.

- (i) The supplier shall not claim any interest on payments under the contract.
- (ii) Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- (iii) Irrevocable & non – transferable LC shall be opened by the Sports Authority of India. If LC is required to be extended and/or amended for reasons not attributable to the purchaser/consignee, the charges thereof shall be borne by the supplier. However, if the LC is amended to make LC as per Contract the charges thereof shall be borne by the purchaser.

- (iv) The payment shall be made in the currency / currencies authorized in the contract.
- (v) While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of supplier for claiming that payment has been fulfilled as required under the contract.
- (vi) While claiming reimbursement of taxes etc. From the purchaser/consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, if (the supplier) shall refund to the Purchaser/Consignee forthwith.
- (vii) The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to the Purchaser.
- (viii) All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/RTGS systems as per the NEFT Mandate Form attached as per Section-IV (F).
- (ix) Deleted

19. Delay in the supplier's performance.

- (i) The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed not later than the date (s) as specified in the contract.
- (ii) 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.
- (iii) Subject to the provision of Force Majeure under GCC clause 24, any 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 actions:
 - (iv)
 - (i) Imposition of Liquidated Damages,
 - (ii) Forfeiture of its Performance Security and
 - (iii) Termination of the Contract for default.
- (v) If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser in writing about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- (vi) In case, Performa Invoice submitted by supplier is found to be deficient, because of which purchaser is unable to open the letter of credit, delay shall be to the account of supplier & purchaser shall deduct liquidated damages as per clause 20 of General Condition of Contract.

- (vii) When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter-alia contain the following conditions:
- (a) The Purchaser shall recover from the supplier, under the provisions of the clause 20 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
 - (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of Goods and Service Tax and Works Contract Tax or on account of any other tax or duty/levy which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
 - (c) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Goods and Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
- (viii) The supplier shall not dispatch 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.

(ix) **Passing of Property**

- a) The property in the goods shall not pass to the purchaser unless and until the goods have been delivered to the consignee and thereafter inspected and accepted in accordance with the conditions of the contract.
- b) Where there is a contract for sale of specific goods and the supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.
- c) Unless otherwise agreed, the goods remain at supplier's risk until the property therein is transferred to the purchaser.

20. Liquidated damages

- (i) Subject to the provision of Force Majeure under GCC clause 24, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached purchaser/consignee may consider termination of the contract as per 21 of GCC and initiate remedies available under law for the loss and damage caused to the purchaser.

- (ii) In the event of delay in submission of proforma Invoice, the delay shall be to the account of supplier & Purchaser shall deduct Liquidated damages as per Clause 20 of General Condition of Contract. Proforma Invoice should be strictly as per the terms & conditions mentioned in Notification of Award/Tender Conditions.
- (iii) Proforma Invoice submitted by supplier is found to be deficient, because of which purchaser is unable to open the letter of credit, delay shall be to the account of supplier & purchaser shall deduct liquidated damages as per clause 20 of GCC.

21. Termination for default

- (i) 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.
- (ii) In the event of Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub clause 21 above, the Purchaser/Consignee may procure goods and / or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure and costs, if any incurred by the purchaser/consignee for arranging such procurement.
- (iii) Unless otherwise instructed by the purchaser, the supplier shall continue to perform the contract to the extent not terminated.

22. Notice

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

23. Termination for insolvency

If the supplier becomes bankrupt or otherwise insolvent, the Purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the purchaser.

24. Force Majeure

- (i) The supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- (ii) For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected

by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.

- (iii) If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- (iv) If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- (v) In case due to a Force Majeure event the Purchaser is unable to fulfil its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

25. Termination for convenience

- (i) 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.
- (ii) The goods and services which are complete and ready in terms of the contract for delivery and performance at the earliest but not later than three (03) days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser following the contract terms, conditions and prices.

26. Fall Clause

- a) The Supplier undertakes that he has not supplied/is not supplying similar products/system or sub-systems to any department of Govt. of India i.e. Central Government/State Government, Statutory Undertakings of Central/State Governments/Local Bodies etc. and as well as to private purchaser, domestic or foreign at a price lower than that offered in the present bid.
- b) If it is found at any stage that similar product/systems or sub systems was supplied by the Supplier to any of the above Organizations as well as to private purchaser, domestic or foreign, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Supplier to the Purchaser, if the contract has already been concluded.

27. Withholding and lien in respect of sums claimed

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

28. Resolution of disputes

- (i) If dispute or difference of any kind shall arise between the Purchaser and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- a) If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the Purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration, appointed to be the arbitrator by the Director General (Sports Authority of India). The award of the arbitrator will be final and binding on the parties to the Contract. The procedure and fee of the arbitrators shall be in accordance with the prevalent procedure and policies of SAI.
- (ii) Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi, India.
- (iii) The courts of New Delhi will have the exclusive jurisdiction to try the disputes.

29. Applicable Law

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

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

The purchaser will take into account also the additional factors, if any, incorporated in tender document in the manner and to the extent indicated therein

- (i) Further to Section II- A (g) Scrutiny & Evaluation of Bids above, the purchaser's evaluation of a tender will include and take into account the following:

- (ii) In the case of goods manufactured in India or goods of foreign origin already located in India, Goods and Services Tax, Works Contract Tax etc which will be contractually payable (to the bidder), on the goods and services; and
- (iii) Deleted
- (iv) Provision of Public Procurement (Preference to Make in India) order-201 as amended on 16th September 2020 will be applicable. The order issued by Ministry of Commerce & Industry & Internal Trade (Public section). Copy attached herewith.
- (v) The condition of prior turnover and prior experience may be relaxed for Startups (Rule 173 (i) of GFR, 2017) (As defined by Department of Industrial Policy and Promotion) subject to meeting of quality and technical specification and making suitable provisions in the bidding document. The quality and technical parameters are not to be diluted.
- (vi) Provision under rule 144(xi) of the General Financial Rule (GFR) which mandated the bidder from a country sharing land border with India to be register with competent authority applicable.

SECTION – VIII (A)
(I) CONTRACT AGREEMENT
SPORTS AUTHORITY OF INDIA,

Contract No _____

Dated _____

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

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

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

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

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

(ii) Contract valid upto:

(iii) Prices:

(ii) Details of Performance Security:

(v) Warranty Period:

(vi) Payment terms:

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

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 – VIII (A)
(II) CONTRACT AGREEMENT

SPORTS AUTHORITY OF INDIA

Annual CM Contract No. _____ dated _____

Between _____ (Name and Address of Purchaser) _____

And _____ (Name and Address of the Supplier) _____

Ref:- Contract No. _____ dated _____ (Contract No. & date of Contract for supply, installation, commissioning, handing over, trial run, and training of operators & warranty of goods)

In continuation to the above referred contract

The Contract of Annual Comprehensive Maintenance is hereby concluded as under:

1	2	3	4					5	6
Schedule No.	Brief Description of goods	Quantity (Nos.)	Annual Comprehensive Maintenance Contract Cost for Each Unit Year wise (in Rupees.)					Taxes (in Rupees.)	Total Annual Comprehensive Maintenance Contract Cost for 5 Years* {3 X 4a+4b+4c+4d+4e)+ 5 (in Rupees.)
			1 st	2 nd	3 rd	4 th	5 th		
			a	b	c	D	E		

*illustration only (actual no. Of years for which CAMC is to be got done may be stipulated in this form)

- a) Total value (in figure) _____ (in words) _____
- b) The CAMC shall commence from the date of expiry of all obligation under warranty i.e. from _____ (date of expiry of warranty) and will expire on _____ (date of expiry of CAMC)
- c) The cost of Annual Comprehensive Maintenance Contract (CAMC) which includes preventive maintenance and onsite maintainace in case of breakout or other complaints, labour and spares, after satisfactory completion of warranty period may be quoted for next _____ years as contained in the above referred contract on yearly basis for complete equipment.
- d) There will be 95% uptime warranty during CAMC period on 24 (hrs) x 7 (days) x 365 (days) basis, with penalty, to extend CAMC period by double the downtime period.

- e) During CAMC Period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacture's service/technical/operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in _____ months commencing from the date of the successful completion of warranty period preventive maintenance of the goods.
- f) All software updates should be provided free of cost during CAMC.
- g) The bank guarantee valid till _____ [(fill the date) 2 months after expiry of entire CAMC period] for an amount of Rs. _____ [(fill amount) equivalent to 2.5 % of the cost of the equipment as per contract] shall be furnished in the prescribed format given in Section _____ of the TE document, along with the signed copy of Annual CAMC within a period of 15 (fifteen) days of issue of Annual CAMC failing which the proceeds of performance security shall be payable to the purchaser.
- h) If there is any lapse in the performance of the CAMC as per contract, a penalty of 0.25% of the amount of performance security per incidence/per day subject to a maximum of 10 incidents shall be imposed, failing which the purchases/consignee reserves the right to terminate the contract.
- i) Payment terms: The payment of Annual CAMC will be made against the bills raised to the consignee by the supplier on quarterly basis after satisfactory completion of said period, duly certified by the HOD concerned. The payment will be made in Indian Rupees.

(Signature, name and address of the Purchaser)
For and on behalf of Sports Authority of India
Gandhinagar

Received and accepted this contract

(Signature, name and address of the supplier's executive
Duly authorised to sign on behalf of the supplier)
For and on behalf of _____
(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

SECTION – VIII (B)

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CAMC SECURITY

To

_____,
_____.

WHEREAS _____ (Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no _____ dated _____ to supply (description of goods and services) (herein after called “the contract”). AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the supplier such a bank guarantee;

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

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

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

This guarantee shall be valid up to sixty days beyond the date of expiry of period of CAMC.

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

.....
.....
Name and designation of the officer
.....
.....

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

**SECTION – VIII (D)
CHECKLIST**

Name of the Bidder:

Name of the Manufacturer

Sl.NO.	Activity	Yes/No/NA	Page No. in the TE Document	Remarks
1.a	Have you enclosed EMD of required amount for the quoted schedules?			
b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section IV D?			
c.	In case Bank Guarantee is furnished, have you kept its validity of ___days from Techno Commercial Tender Opening date as per Section I of IFB?			
2.a.	Have you enclosed duly filled Tender Form as per format in Section IV (C)?			
b.	Have you enclosed power of attorney/board resolution in favor of signatory?			
3.	Are you a SSI/MSE unit, if yes, have you enclosed certificate of registration issued by Directorate of Industries/NSIC/relevant authority.			
4.a	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specification?			
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviation?			
5.a	Have you submitted satisfactory performance certificate/ installation Reports as per the proforma for performance statement in Section III (B) of TE document in respect of all orders?			

b.	Have you submitted copy of the order (s) and end user certificate/installation Reports?			
6.	Have you submitted manufacturer's authorization as per Section IV (E)?			
7.	Have you submitted prices of goods, CAMC etc. in the price schedule as per Section IV (C)?			
8.	Have you kept validity of ___ days from the Techno Commercial Tender Opening date as per the TE Document?			
9.a	Tenderer, to furnish PAN No. as allotted by the Income Tax Department of Government of India?			
b.	Deleted			
10.	Have you intimated the name and full address of your Banker (s) along with your account Number			
11.	Have you fully accepted payment terms as per TE document?			
12.	Have you fully accepted delivery period as per TE Document?			
13.	Have you submitted the certificate of incorporation?			
14.	Have you accepted the warranty as per TE Document?			
15.	Have you accepted terms and conditions of TE document and signed and stamped all the pages?			
16.	Have you furnished documents establishing your eligibility & qualification criteria as per the TE document?			
17.	Have you enclosed the Affidavit as per Section IV (J) of the TE Document?			

N.B

1. All pages of the Tender should be page numbered and indexed.

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

(Signature with date)

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

For and on behalf of

(Name, address and stamp of the tendering firm)

SECTION – VIII (E)

CONSIGNEE LIST

Address:

Sports Authority of India, Sector-15 Near Mahatma mandir, Gandhinagar, Guj-382016

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

S.No	Particulars	Items No.	Quantity required	Units	Unit Price	Total Amount with all charges.
1	Pole Vault					
1.01	<p>Pole Vault Pit- Competition</p> <p>The pit is to made of best quality non-tear water proof thick Fabric, P.U. foam. The design of this pit allows smooth and soft landing and is made as per the new World Athletics (IAAF) specifications. Comes with spike proof top. Cover made of vinyl coated fabric for extra durability. Consists of seven base units and one top pad with four side handles on each base for easy carrying. This pit is made of best quality non-tear water proof thick fabric, P.U. foam. The special design of this pit allows smooth and soft landing and is made as per the new World Athletics (IAAF) specifications. Comes with spike proof top. Cover made of vinyl coated fabric for extra durability. Consists of seven base units and one top pad with four side handles on each base for easy carrying.</p> <p>With Rain Cover As per IAAF and AFI Competition standard. (600 cm x 800 cm x 80 cm)</p>	item1	1.00	Set		0.00
1.02	<p>Pole Vault Cross Bar (Fiber glass Crossbar)</p> <p>Fiberglass Crossbar made in single piece through pultrusion process for minimum sag and extra durability. Crossbar are not guaranteed against breakage.</p> <p>As per IAAF and AFI Competition standard : 4.5M</p>	item3	12.00	Nos		0.00
1.03	<p>Pole Vault Upright (Pole vault Stand Aluminum-Competition)</p> <p>The uprights and risers are made of Heavy Gauge Aluminum Tubing. Height Adjustment up to 21.75 feet, English & Metric Scale. Bases are made of heavy steel for extra sturdiness and stability. These bases are detachable for easy transportation</p>	item4	1.00	Set		0.00

	and storage. Also includes 8 Anchor pins. Height adjustment from 366 cm to 640 cm. As per IAAF and AFI Competition standard					
2	Pole Vault (Pole Fibre)					
2.01	Pole Fibre (Men) 140 lbs (Length - 4MTR 60 cm) Specification as per by IAAF and AFI competition standard.	item5	1.00	Nos		0.00
2.02	Pole Fibre (Men) 145 lbs(Length 4 MTR 75 cm) Specification as per by IAAF and AFI competition standard.	item6	1.00	Nos		0.00
2.03	Pole Fibre (Men) 150 lbs(Length 4 MTR 60 cm) Specification as per by IAAF and AFI competition standard.	item7	1.00	Nos		0.00
2.04	Pole Fibre (Men) 155 lbs(Length 4 MTR 75 cm) Specification as per by IAAF and AFI competition standard.	item8	1.00	Nos		0.00
2.05	Pole Fibre (Men) 160 lbs(Length 4 MTR 75 cm) Specification as per by IAAF and AFI competition standard.	item9	1.00	Nos		0.00
2.06	Pole Fibre (Men) 165 lbs(Length 4 MTR 60 cm) Specification as per by IAAF and AFI competition standard.	item10	1.00	Nos		0.00
2.07	Pole Fibre (Men) 170 lbs (Length 4 MTR 75 cm) Specification as per by IAAF and AFI competition standard.	item11	1.00	Nos		0.00
2.08	Pole Fibre (Men) 175 lbs(Length 4 MTR 75 cm) Specification as per by IAAF and AFI competition standard.	item12	1.00	Nos		0.00
2.09	Pole Fibre (Men) 180 lbs(Length 4 MTR 75 cm)	item13	1.00	Nos		0.00

	Specification as per by IAAF and AFI competition standard.					
2.1	Pole Fibre (Men) 185 lbs(Length 4 MTR 60 cm) Specification as per by IAAF and AFI competition standard.	item1 4	1.00	Nos		0.00
2.11	Pole Fibre (Women) 110 lbs(Length 3 MTR 75 cm) Specification as per by IAAF and AFI competition standard.	item1 5	1.00	Nos		0.00
2.12	Pole Fibre (Women) 115 lbs(Length 3 MTR 75 cm) Specification as per by IAAF and AFI competition standard.	item1 6	1.00	Nos		0.00
2.13	Pole Fibre (Women) 120 lbs(Length 4 MTR) Specification as per by IAAF and AFI competition standard.	item1 7	1.00	Nos		0.00
2.14	Pole Fibre (Women) 125 lbs(Length 4 MTR) Specification as per by IAAF and AFI competition standard.	item1 8	1.00	Nos		0.00
2.15	Pole Fibre (Women) 130 lbs(Length 4 MTR 20 cm) Specification as per by IAAF and AFI competition standard.	item1 9	1.00	Nos		0.00
2.16	Pole Fibre (Women) 135 lbs(Length 4 MTR) Specification as per by IAAF and AFI competition standard.	item2 0	1.00	Nos		0.00
2.17	Pole Fibre (Women) 140 lbs(Length 4 MTR 20 cm) Specification as per by IAAF and AFI competition standard.	item2 1	1.00	Nos		0.00
Total in Figures						0.00
In words:						

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

Udyog Bhawan, New Delhi
Dated: 16th September, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

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

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019 and Order No.P-45021/2/2017-B.E.-II dated 04.06.2020, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' dated 16.09.2020 effective with immediate effect.

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

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

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

Now therefore the following Order is issued:

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

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

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

.....Contd. p/2

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

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

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

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

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

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

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

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

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

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

.....Contd. p/3

3A. Purchase Preference

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

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

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

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

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

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

3B. Applicability in tenders where contract is to be awarded to multiple bidders -

In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
- c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
- d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.
- e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher

percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/ 'Class-II local supplier' respectively.

6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
 - a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
 - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
 - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
 - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. Specifications in Tenders and other procurement solicitations:

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

d. Reciprocity Clause

- i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
 - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
 - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
 - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.
- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

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

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

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

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

13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

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

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or
- c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

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

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

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

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

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

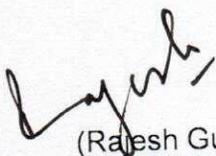
17. Functions of the Standing Committee: The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

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

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

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

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



(Rajesh Gupta)
Director

Tel: 23063211

rajesh.gupta66@gov.in