



**SPORTS AUTHORITY OF INDIA
NETAJI SUBHAS REGIONAL CENTRE, SAROJINI NAGAR,
KANPUR ROAD, LUCKNOW-226008**

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

E-BIDDING DOCUMENT

**FOR RATE CONTRACT FOR PROCUREMENT OF
GENERAL MEDICINE & PHYSIOTHERAPY ITEMS**

Bid Reference No. SAI/NSRCL/Med & Physio/2022-23 Date: 19.04.2022

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PART-1

BIDDING PROCEDURE



SECTION I

**SPORTS AUTHORITY OF INDIA
NETAJI SUBHAS REGIONAL CENTRE, SAROJINI NAGAR,
KANPUR ROAD, LUCKNOW-226008**

Telephone:

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

Fax:

Bid Reference No. SAI/NSRCL/Med & Physio/2022-23 Date: 19.04.2022

INVITATION FOR ONLINE BIDS (IFB) FOR RATE CONTRACT

1. Sports Authority of India (SAI), Netaji Subhas Regional Centre, Sarojini Nagar, Kanpur Road, Lucknow for and on behalf of the Executive Director, Sports Authority of India **invites online Bids (Manual bids shall not be accepted)** on **two bid system** for conclusion of Rate Contract for supply of following Items.

Brief Description of Medical Items to be procured		Bid Security
Sl No	Name of Medical Items	Bid Security Declaration Form on Section IV (A)
1.	General Medicines	
2.	Physiotherapy Items	

Scanned copy of Bid Security Declaration Form on Section IV (A) is to be uploaded online.

CRITICAL DATE SHEET

Uploading/Publication of Tender Documents	19.04.2022
Downloading of Bid Documents	19.04.2022
Pre-Bid Meeting	27.04.2022 at 11:30 am Venue: Sports Authority of India, Netaji Subhash Regional Centre, Sarojini Nagar, Kanpur Road, Lucknow-226008
Last Date & Time of Submission of Bids	09.05.2022 upto 11:00 AM
Opening Date & Time of Technical Bids	10.05.2022 at 03:00 PM
Opening Date & Time of Financial Bids	Will be intimated later on.

2. Bidder may also download the Bidding Documents from the web site- www.sportsauthorityofindia.nic.in & CPP Portal of Govt. of India i.e. <http://eprocure.gov.in/eprocure/app>. Bidders shall ensure that their Bids, complete in all respect are uploaded online before the closing date and time as indicated in the critical date sheet above on CPP Portal <http://eprocure.gov.in/eprocure/app>.
3. Bids shall be submitted online only at CPPP website: <http://eprocure.gov.in/eprocure/app>. Bidders are advised to follow the instructions provided in the 'Instructions to the Bidder for e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>.
4. Bidder who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> and SAI website sportsauthorityofindia.nic.in 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.
5. Intending bidders are advised to visit again CPP Portal website www.eprocure.gov.in and SAI website sportsauthorityofindia.nic.in at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

**Assistant Director
SAI RC, Lucknow**

SECTION – II INSTRUCTIONS TO BIDDERS (ITB)

A. PREAMBLE

1. Introduction

- 1.1 Sports Authority of India an autonomous body under Ministry of Youth Affairs & Sports New Delhi, herein after called” SAI” has issued these Bidding Documents for conclusion of Rate Contract for purchase of General Medicines and Physiotherapy Items as mentioned in Section – V – “Schedule of Requirements”. The Rate Contract so concluded shall be for bona-fide use of all indenters of SAI.
- 1.2 This section (Section II - “Instruction to Bidders”) provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids. It also includes the mode and procedure to be adopted by SAI for receipt and opening as well as scrutiny and evaluation of Bids and subsequent conclusion of Rate Contract.
- 1.3 Before formulating the Bid and submitting the same to the purchaser, the Bidder should read and examine all the terms, conditions, instructions etc. contained in the Bidding Documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Bidding Documents may result in rejection of its Bid.

2. Language of Bid

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

B. BIDDING DOCUMENTS

3. Content of Bidding Documents

- 3.1 In addition to Section I – “Invitation for Bid” (IFB), the Bidding Documents include:
 - Section II – Instructions to Bidders (ITB)
 - Section III – Qualification Criteria & Performance Statement
 - Section IV – Bidding Form
 - Section V – Schedule of Requirements (SOR) for R/C.
 - Section VI – Technical Specifications
 - Section VII – General Conditions of Contract (GCC)
 - Section VIII – Rate Contract Forms

4. Amendment(s) to Bid Document

4.1 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.

4.2 Such an amendment to the bid document will be uploaded on SAI website: www.sportsauthorityofindia.nic.in and Central Public Procurement (CPP) Portal of Government of India i.e. www.eprocure.gov.in only.

4.3. Prospective bidders are advised in their own interest to visit website of Sports Authority of India (SAI) and CPP Portal for any amendment etc. before submitting their bids.

4.4 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.

5. Modifications/withdrawal of bids

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

5. 2. The bidder may modify or withdraw his bid after submission, provided that a written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

6. Clarification of Bid Document

6.1 A bidder requiring any clarification or elucidation on any issue in respect of the bid document may take up the same with the Purchaser in writing. The Purchaser will respond in writing to such request provided the same is received (by the Purchaser) not later than 10 days prior to the prescribed original date of submission of bid.

6.2. 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.

7. Late bids

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

8. Bid format

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

C. PREPARATION OF BIDS

9. Documents Comprising the Bid

9.1 The **Two Bid System**, i.e. “Technical Bid” and “Price Bid” prepared by the Bidder shall comprise the following:

A) **Techno Bid (Un priced Bid):**

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

a) Bid Security. Bid Security is to be furnished in accordance with clause 15 of ITB and bid submission as per form at **Section IV (A)**.

b) Self-attested ID proof, address proof, Pan Card and a recent passport size colour photograph of authorized representative.

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

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

e) “Performance Statement” as Performa in **Section III-B**.

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

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

h) Certificate of Chartered Accountant showing annual turnover for the last three financial years (2019-20, 2020-21 & 2021-22) Copies of Balance Sheet, Profit and Loss Account statement etc need not be enclosed.

i) Income Tax returns filed for the last three financial years. (2019-20, 2020-21 & 2021-22).

j) Goods & Services Tax Registration Certificate.

k) Valid PAN, TIN (Tax Payer Identification Number)/TAN.

Note-1: The bidding companies /firms /agencies are required to attest (self attestation) the scanned copies of documents, along with the bid, signed on each page with seal, to establish the bidders’ eligibility and qualifications failing which their bid shall be summarily rejected and will not be considered. The bidders are responsible for what they attest and claim; if, later on, it is found that whatever has been attested by the bidder is not true/ correct, the company/ firm / agency of the bidder will render itself liable for punitive action including black- listing for purpose of procurement of any item(s), in addition to attracting penal provisions of the agreement.

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

B) Price Bid:

[Upload online in prescribed PDF format as per Sec.-IV (C) of Bidding Document].

Price Schedule as perform for goods in Sec.-IV (C) is to be filled up with all the details including Make, Model etc. of the goods offered.

- 9.2 All pages of the Bid should be page numbered and indexed.
- 9.3 The authorized signatory of the Bidder must sign the Bid duly stamped at appropriate places and initial all the remaining pages of the Bid.
- 9.3 Printed, cyclostyled or such terms and conditions as not appearing in the body of the bid will not be considered as forming part of the bid
- 9.4 All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/RTGS System. Bidders are required to fill and attach the NEFT Mandate Form attached as per Section-IV (E) along with their offers, if not already executed in SAI. Notification of Rate Contract will not be issued without NEFT Mandate Form.
- 9.5 A Bidder, who does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- 9.6 It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all required documents.

10. Bid Currencies

- 10.1 The Bidder supplying indigenous/imported goods available in India shall quote only in Indian Rupees.

11 Bid Prices

- 11.1 The Bidder shall indicate in 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 in as required. If any column does not apply to a Bidder, same should be clarified as "NA" (means Not Applicable) by the Bidder.
- 11.2 The bidder should quote rates for complete set of items (Section – V – Schedule of Requirement). However, rate of each item should also be quoted. Bidders who do not quote for all items shall not be considered and will be rejected.
- 11.3 While quoting the discount as per the columns of the Price Schedule, the aspects noted at the end of the schedule should be taken into account.
- 11.4 The discount under Column-5 in the corresponding Price Schedule at Section-IV(C) shall be quoted strictly as per requirement given therein.

12. Alternative Bids

Alternative Bids which are not meeting the Bid specifications, are not permitted and will be rejected.

13. Documents Establishing Bidder's Eligibility and Qualifications

13.1 Pursuant to ITB clause 9, the Bidder shall furnish, as part of its Bid, relevant details and documents establishing its qualification for consideration of its bid.

14. Bid Security

14.1 Bidder shall submit Bid Security Declaration" as at **Annexure - II**.

14.2 In case as per Notification of Government of India, if the Bidder falls in the category of exemption of Bid Security, Bidder should furnish the relevant Notification along with required documents like valid Registration Certificate etc. If no such notification or Registration Certificate is furnished along-with the bid, bid shall be treated as unresponsive and shall be summarily ignored without any further reference.

14.3 The Bid Security shall be uploaded online i.e. Scanned copy of Bid Security Declaration Form on Section IV (A).

15. Bid Validity

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

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

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

16. Signing of Bid

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

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

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

- 16.4 Bidding Document seeks offers following **Two Bid System**, in two parts. First part will be known as **‘Technical Bid’**, and the second part **‘Price/Financial Bid’** as specified in clause-9 of ITB.

D. SUBMISSION OF BIDS

17. Submission of Bids

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

E. BID OPENING

18. Opening of Bids

- 18.1 The Purchaser will open the Bids at the specified date and time and at the specified place as indicated in the IFB in Section-I.
- 18.2 In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for the purchaser, the Bids will be opened at the appointed time and place on the next working day.
- 18.3 Authorized representatives of the Bidders, who have submitted Bids on time may attend the Bid opening provided they bring with them letters of authority from the corresponding Bidders acknowledgement letter of bid submission at CPPP website: <https://eprocure.gov.in/eprocure/app>.
- 18.4 Two Bid system will be as follows: The **Techno - Commercial Bids** are to be opened in the first instance, at the prescribed time and date as indicated in IFB Critical Date Sheet. During the Techno - Commercial Bid opening, the Bid opening official(s) will read the salient features of the Bids like brief description of the goods offered, Bid Security and any other special features of the Bids, as deemed fit by the Bid opening official(s). Finance Bids will be opened only of those bidders who qualify the technical parameters specified in clause 9 above read with qualification criteria stipulated in Section III.

F. SCRUTINY AND EVALUATION OF BIDS

19 Preliminary Scrutiny of Bids

- 19.1 The Purchaser will examine the Bids to determine whether they are complete, whether the documents have been properly signed, stamped and whether the bids are generally in order. In the first instance technical bids shall be evaluated. Samples of those bidders shall be evaluated whose technical bid is found responsive.
- 19.2 Thereafter, in the second stage, the Price Bids of only those bidders shall be opened for further scrutiny and evaluation on a date notified whose technical bids are found responsive. The prices, special discount if any of the goods offered etc., as deemed fit by Bid opening official(s) will be read out.
- 19.3 Prior to the detailed evaluation of Price Bids, the Purchaser will determine the substantial responsiveness of each Bid to the Bidding Document. For the purposes of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions

of the Bidding Document including Technical Specifications without material deviations and whose sample are found acceptable.

19.4 However minor deviation and/or minor irregularity and/or minor non-conformity in the Bid, the purchaser may waive the same.

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

20. Qualification Criteria

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

21. Comparison of Bids and Award Criteria.

21.1 For comparison & ranking purpose for evaluation, the comparison of the responsive Bids shall be carried out on Free Delivery at Consignee Site basis, (In main land) taking into consideration all applicable taxes and duties.

21.2 The bidder should quote discount on MRP. Bidders who do not quote their bids shall not be considered and will be rejected.

21.3 Bids shall be evaluated on the basis of technically and commercially responsive highest of discount offer. **(Criteria for evaluation of financial bids will be on item wise).**

21.4. The purchaser reserves the right to conclude one or more than one rate contract for the same item. If it is decided to have parallel rate contracts, depending on the anticipated demand of the items, location of the users, capacity of the responsive bidders, reasonableness of the prices quoted by the responsive bidders, etc., the procedure as given in the succeeding clauses shall be adopted.

21.5 Bidder shall quote rates of Physiotherapy items or General Medicines or both (i.e Physiotherapy items & Medicines).

G. AWARD OF CONTRACT

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

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

23. Notification for Award of Rate Contract

23.1 Before expiry of the Bid validity period, the purchaser will notify the successful Bidder(s) in writing, by registered / speed post (or by fax/ email & to be confirmed by registered / speed post) that its Bid for goods, which have been selected by the purchaser, has been accepted for award of Rate Contract.

The successful Bidder shall furnish to the purchaser the required Performance Security within 10 days from the date of issue of Notification for Award of Rate Contract, failing which the bid security will be forfeited and the Notification for Award of Rate Contract may be

cancelled. Relevant details about the Performance Security have been provided under GCC (Section VII).

23.2 The successful Bidder shall return the original copy of the Rate Contract, duly stamped, signed and dated, to the purchaser by registered/speed post within 10 days from the date of issue of the Rate Contract.

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

24.1 Failure of the successful Bidder in providing Performance Security and / or returning Rate Contract copy duly signed in terms of ITB clauses 24 above shall make the Bidder liable for forfeiture of its bid security besides other administrative actions as deemed fit by the Purchaser.

25. Corrupt or Fraudulent Practices.

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

- (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, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices or gross/deliberate negligence in competing for, or in executing the contract.

“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 & suppression of material facts shall be initiated.”

SECTION-II-B

Instructions for Online Bid Submission

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

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

2. REGISTRATION

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

3. SEARCHING FOR TENDER DOCUMENTS

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

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

4. PREPARATION OF BIDS

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

5. SUBMISSION OF BIDS

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

submission on the bids by the bidders, opening of bids etc. The Bidders should follow this time during bid submission.

- (vi) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (vii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (viii) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.
- (ix) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

6. ASSISTANCE TO BIDDERS

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

SECTION – III

QUALIFICATION CRITERIA

&

PERFORMANCE STATEMENT

SECTION- III
(A) QUALIFICATION CRITERIA

Bid Reference No : SAI/NSRCL/Med & Physio/2022-23 Dated : 19.04.2022

Sl. No.	Criteria	Documentary Evidence Required
1.	The bidder must be a company/firm/sole proprietor registered in India from last 03 years as on the bid submission date.	Enclose copy of certificate of incorporation/registration issued by relevant authority in India.
2.	Bidder must have annual average turnover of Rs. 20 Lacs in last three financial years.	Statutory Auditor's Certificate that provides the information explicitly as per the criteria. Statutory Auditor's Certificate is mandatory. Providing Balance Sheet or Financial Statements is not sufficient for this requirement.
3.	The bidder must have completed satisfactorily one supply order of general medicines and physiotherapy items stipulated in schedule of requirements at least 80% of the estimated cost. Or At least two supply orders each of value not less than 60% of estimated cost. Or At least three supply orders each of value not less than 40% of estimated cost in the last seven years to government departments/autonomous bodies/PSUs/ Sports Academies, Sports Federations, sports training centres, sports stadia recognized by Government.	The requisite supply order (s) along with satisfactory completion certificates issued by relevant authority not less than the rank of Section Officer.
4.	The bidders should not have been debarred/blacklisted by any state/central government/PSUs/Government Recognized Academies/Federation/Stadia/Training Centre	Enclose blacklisting declaration in the format given in Section VIII (D).
5.	The bidder should have a valid GST No. or should have registered under GST.	Enclose copy of GST registration certificate.
6.	The bidder should have a Valid drug licence	Copy enclosed
7.	The bidder should have a valid PAN No.	Enclose copy of PAN.

SECTION- III

(B) PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last three years)

Bid Reference No. : _____

Date of opening : _____

Name and address of the Bidder : _____

Order placed by (full address of Purchaser)	Order number and date	Description and quantity of ordered goods	Value of order (Rs.)	Date of completion of supply/Contract	Remarks indicating reasons for delay if any
1	2	3	4	5	6

Signature and seal of the Bidder

SECTION - IV
(A) BID SUBMISSION FORM

Date_____

To

Sports Authority of India
Netaji Subhash Regional Centre,
Sarojini Nagar, Kanpur Road,
Lucknow- 226008

Ref: Your Bidding Document No. _____ dated _____

Sir,

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

We further confirm that, if our Bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 04 of Section-VII for due performance of the Rate Contract.

We agree to keep our Bid valid for acceptance for 180 days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period.

We further confirm that, upon conclusion of formal Rate Contract on us, the supply orders placed on us by the designated Indentors against the Rate Contract shall constitute a binding contract between us and the Indentors.

We fully agree to abide by all terms and conditions of General Conditions of Contract as per Section-VII.

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

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

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

[Signature with date, name and designation]
Duly authorised to sign Bid for and on behalf of
Messrs _____

[Name & address of the manufacturers]

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

Whereas _____ (hereinafter called the “Bidder”) has submitted its quotation dated _____ for the supply of _____ (hereinafter called the “Bid”) against the purchaser’s Bid Reference No. _____ Know all persons by these presents that we _____ of _____ (Hereinafter called the “Bank”) having our registered office at _____ are bound unto _____ (hereinafter called the “Purchaser) in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____. The conditions of this obligation are:

- (1) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this Bid.
- (2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of its validity:-
 - a) Fails or refuses to furnish the performance security for the due Performance of the contract.
 - or
 - b) Fails or refuses to accept/execute the Rate Contract.

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

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

(Signature of the authorised officer of the Bank)

Name and designation of the officer

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

SECTION – IV
(C) NEFT MANDATE FORM

From: M/s.

Date:

To

Sub: NEFT PAYMENTS

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

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATAE FORM

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

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

[Name & address of the manufacturers]

Confirmed by Bank

Enclosed a copy of Crossed Cheque

SECTION – IV

(D) Form for Power of Attorney

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

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

IN WITNESS WHEREOF WE, _____THE ABOVE NAMED PRINCIPALS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ___DAY OF 20**

For_____

(Signature)

(Name, Title, and Address) Witnesses:

- 1.
- 2.

Accepted (Notarized)
(Signature)
Attorney)

(Name, Title and Address of the

SECTION IV

(F) 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

PART-2

SUPPLY REQUIREMENTS

SECTION - V

SCHEDULE OF REQUIREMENTS

1. Rate Contract is an agreement between the purchaser and the supplier for supply of specified goods at specified price and terms & conditions during the period covered under the Rate Contract. No quantity is mentioned nor is minimum drawl guaranteed against the Rate Contract. The Rate Contract is in the nature of a standing offer from the supplier firm.
2. The bids have been invited for conclusion of Rate Contract for a period of one year from the date of its conclusion for bona-fide use of all Indenters of SAI, Ministry of Youth Affairs & Sports New Delhi.
3. Hence in order to cater to the needs of indenters, bids are invited for supply of General Medicines and Physiotherapy items for the Sports Authority of India, Regional Centre, Lucknow as mentioned under section -VI (Technical specification).
4. The Bidders should quote the highest possible discount on MRP in the format provided under Section-IV (B) and indicate guaranteed monthly rate of supply and time cushion, if any, required for commencement of supplies after placement of supply order.
5. It may be noted that the date of delivery mentioned in supply orders placed against the Rate Contract shall be essence of contract.
6. Apart from the physiotherapy items and medicines mentioned in section VI, if need of any other items of physiotherapy and medicines arises during the contract period, the same may be procured at the same terms and conditions, if supplier is agreed.

Section - VI

MEDICINES (CONSUMABLE & DISPOSABLE CLINIC ITEMS)

S. No.	Nomenclature of Medicines	Company
1.	Tab Crocin Advance	Remidex Pharma
2.	Cap Becasule Z	P Fizer
3	Tab Disprin	Reckitt Banckiser
4	Tab. Cheston Cold	Sipla
5	Lotion Betadin	Wil medicare
6	Tab Metronidazole/flagyl	Abbott
7	Tab. Avil	Sanofi Curewell
8	Tab Cetriz	Dr. Reddy
9	Tab Albendazole	Ranbaxy
10	Tab Digene/gelusil	P Fizer
11	Syrup Cough (Dabor Honey Tus)	Griffol
12	Spray Volini	Ranbaxy
13	Crepe Bandage 10cm (elastocrepe)	BSN
14	Powder Neusporin	GSK
15	Ointment Betadin	GS Pharma
16	Lotion Savlon	J & J
17	Cotton	Vankatesh Surgical
18	Pulv Glucoe	Bhadari
19	Injection TT	Human Biological
20	Syringe	Ram Son's
21	Infusion DNS 500 ml	Parentral
22	Injection Avil	Aventis
23	Injection Xylocain 2%	Astra
24	Lot Hydrogen Perozide 3%	Zee
25	Spirit	Unique
26	Eye Drop Ciplox	Cipla

27	Gel Ultra Sound	(Royal) Vishva Chemical
28	Tab Cipcal / Shelcal	Cipla
29	Cap Multivitamin	Ranabxy
30	Tab Diclogesic	Torrent
31	Tab Limcee 500 mg	Abott
32	Lotion Dettol	Rechitt
33	Omni Gel 20 gm.	Cipla
34	Band Aid Johnson	Jonson
35	Tab Combiflame	Sanofi
36	Gauze for dressing	
37	Tab Voveran 100 mg	Alembic
38	Crape Bandage 6 cm	BSN
39	Crepe Bandage 15 cm	BSN
40	Dynaplast 10 cm	Jonson
41	Leuco Plast 10 cm	BSN
42	Ointment Burnol	
44	Gypsona 6"	BSN
45	Gypsona 4"	BSN
46	Thrombophobe ointment	Zydus
47	Sterile pad Johnson small	Johnson
48	Lobate Ointment	
49	ENO	Ayurved
50	Spray Healex Plus	Shreya
51	Tab Azee 500 mg/Azhithromycin	Alembic
52	Tab Willgo	Panacea Bio-tech
53	Tab Chymoral Fort	Elder
54	Tab Aciloc 150 mg	Cadila
55	Tab Augmenthine	GSK
56	Tab Treptomer 50 mg	Wackhord
57	Glycerin	Panama
58	Tab Norflox TZ	Cipla

59	Bandage 4 cm	
60	Ankle Binder (2 in 1)	Tynor
61	Oint Quardriderm	
62	Cotton Bamdage 10 cm	
63	Sterile Guage Pad Large	J & J
64	Trans Pore 1" & ½'	3 m
65	Transpoor	3 m
66	Gel Volini small / Large 30 gm	Ranbaxy
67	Tab Powergesic	Jenburkt
68	Tab Cyclopam	Indoco
69	Tab Pantap 40	Aristo
70	Tab Ciplox TZ	Cipla
71	Tab Lapramide	Dinesh
72	Omni Gel 10 gram	Cipla
73	Fork Splint Med	
74	Tab Meftal	Glucross
75	Gel Volini Large	Ranbaxy
76	Surgical Blade	
77	Soap Detol	Reckiff
78	Bandage 6 cm	
79	Tab Althrocin 250 mg	Allebic
80	Signoflame	
81	Tab. Relaxyl 50	Alebic
82	Tab Levofloxacin	Cipla
83	Arm Sling Pouch	Tynor
84	Salicon Sale	Tynor
85	Lotion Zytee	Reptakos
86	Ear/Eye Drop Genta	Cipla
87	Mask Disposable	
88	Stocking	Tynor
89	I V set	Ramson's

90	Veint flow	
91	IV Fluids 5 D	Parentral
92	IV Fluids RL	Parentral
93	Normal Saline	Parentral
94	IV Fluids DNS	Parentral
95	Injection voveron / Dynapar	Novertis
96	Ethilon 1 -ORC	Sutures India
97	Ethilon 2 - ORC	Sutures India
98	Ethilon 3 - ORC	Sutures India
99	Vicryl 1 - ORC	Ethicon
100	Vicryl 2 - ORC	Ethicon
101	Vicryl 3 - ORC	Ethicon
102	Surgical Blade No. 11	
103	Tab. Ciplox 500 mg	Cipla
104	Tab. Celcal	Cipla
105	Tab. Supradyn	Bayer
106	Sterile Gloves 7.5	
107	Tab. Dulculax 50 mg	Zydus
108	Tab. Dolonex DT	Pfizer
109	Tab. Alprax 0.25	Torrent
110	Oint Zole	Rexcel
111	Cream Soframycine	Sanofi
112	Sterile Dressing Pad 6 cm	Jonson
113	Powder Candid	Glenmark
114	Tab. Oflox 400	Medley
115	Thermometer (Digital)	Omran
116	Tab. Neurokind plus	Mankine
117	Tab. Dolonex DT	Pfizer
118	Oint. Neusporin 30 gm	GSK
119	Cervical collar	Tynor
120	Strepsil	Reckitt

121	Cap. Omez 20	Dr. Reddy
122	Cream Massage 100 gm.	Ayur
123	Corncap	Amrutanjan
124	Tab. Acepar S	Sarabhai
125	Cefix-200	Cipla
126	Cap. Becasul	Pfizer
127	Nosal Drop Nasovion	Novertis
128	Tab. Myota SR	Zuvertus
129	Tab. Kineto DP	Systopic
130	Oint. Candid	Glenmark
131	Drop Eye Andre Plus	Intas
132	Inj. Busco Pan	Zydus
133	Tab. Ultracet	Johnson
134	Tab. Movon MR	Ipca
135	Tab. Will GO	Panca
136	Tab. Evion LC	Merck
137	Tab. Ostonate	Merck
138	Tab. Gudcef	Lifestar
139	Cap. E COD Plus	Cipla
140	Sachet Sporlac	Smjyo
141	Sachet Energy-Z-	LPL
142	Electoral/ORS	FDC
143	Cap. Mega Free Flex	
144	Splints	Tynor
145	Calcirol	Cipla
146	Sp. Brozedex	
147	Sp. Benadryl – DR	
148	Sp Benadryl- CR	
149	Tab. Allerid	
150	Crepe Bandage 10cm Flaming	Hamengo
151	Crepe Bandage 6 cm Flaming	Hamengo

152	Crepe Bandage 15 cm Flaming	Hamengo
153	Volini Gel – 30 gm	
154	Clobeta- GM	
155	Cap. Moxikiod 625mg	
156	Cap. Moxikiod 375 Mg	
157	Cotton Bandage	Care Plss
158	Tab. Meftal Spas	Glucross
159	Scablice Soap	
160	Scablice Lotioon	
161	Tab. Flozen AA	
162	Deco Eye/Ear Dps	Cipla/ Laborate
163	Pyrimon Eye Drops	FDC Ltd.
164	Locula 20% eye drop	
165	Hand Gloves 7.5	Sterile
166	Otrivin Nasal Drops	
167	Tab. Taxim 200/400 mg	
168	Cap. Becasules	
169	Tab. Nise MR	
170	Flamiplast/Dynaplast	
171	Smootheye Eye Drops	
172	Lotion Savlon	J & J
173	Tab. Rantac – 150 mg	
174	Wound Aid (Band Aid)	
175	Oracure Mouth Gel	
176	Hexigel Mouth Gel	ICPA Health
177	Fourderm Oint	Cipla
178	Acivir Skinooint	Cipla
179	Lancet For Glucometre	Ramsons
180	Gluco Strips	Ramsons
181	Tab. Serapro-D	
182	Tab. Roxid – 150 mg	

183	Tab. Roxid – 300 mg	
184	Tab. Mahacef plus	
185	Beladona Strips	
186	Sterile Dressing Pads	
187	Tab. Oflox-OZ	
188	Tab. Zerodot- SP	
189	Tab. Zerodot- MR	
190	Syp- Dabur Honitus	
191	Syp- Benadryl	
192	Tab- Sporotal- DS	
193	Tab Chemoral Forte	
194	Enterogerneina	
195	Cap Autrin	
196	Tab Vitcofol	
197	Cap Uprise-D3	

(SIGNATURE OF THE BIDDER)

with address and seal

Annexure- B

REQUIREMENTS FOR THE PHYSIOTHERAPY ROOM

S. NO	ITEMS
1.	Knee Caps (Medium, Large & Extra Large) tynor/flamingo/Lp
2.	Open Patellar Hinged Knee Caps) tynor/flamingo/Lp (Small, Medium, Large & XL)
3.	Ankle Brace With straps (M,L,XL) tynor/flamingo/Lp
4.	Ankle Straps (Medium & Large)) tynor/flamingo/Lp
5.	Tennis Elbow brace) tynor/flamingo/Lp
6.	Arm Sling (large)) tynor/flamingo/Lp
7.	Anklet (Medium and large)) tynor/flamingo/Lp
8.	Nitrile Gloves (7") purple MEDIUM AND LARGE
9.	Leukoplast (2inch)
10.	Dynaplast (Johnson and Johnson)
11.	Micropores (2")
12.	Cotton Roll 500 gm
13.	Dynapar QPS SPRAY
14.	Crape Bandage (5 cm x 4 m) & 10 cm
15.	Cold Spray
16.	K Tape (elastic k tape,pro ktape,vpk)
17.	Dynamic Tape
18.	Cohesive Tape (jaybird and Mais) all sizes 5cm,10cm,2.5 cm
19.	Rigid Tape BROWN

20.	Athletic Tape (Muller)
21.	Ice bags
22.	Surgical pads
23.	Adhesive spray
24.	Tape removal spray
25.	Fanny bag
26.	Hot water bottle
27.	Theraband (Yellow, Red, Green, Blue, Gray, Black)
28.	Loop band (Red, Green, Blue, Black)
29.	Weight cuffs (2Kg, 2.5 kg, 3 kg)
30.	Theratube (Yellow, Red, Green, Blue, Gray, Black)
31.	Tennis Ball
32.	Dry Needle (25', 40', 60')
33.	Ultrasound gel
34.	Massage ball
35.	Scissors
36.	Volini spray large 100 Grm
37.	Ice packs
38.	Cotton Roll (100 gm)
39.	Volini Gel
40.	Healex Spray
41.	Elbow Support
42.	Wrist Support
43.	Under Wraps

44.	Adhesive Foam Pads
45.	Band Aids
46.	Tubifin
47.	Betadine
48.	LS Belt
49.	Knee Immobiliser
50.	Electric Heating Belt
51.	Finomull Tape
52.	Tissue Rolls
53.	IASTM (Instrument Assisted Soft Tissue Mobilizer)

(SIGNATURE OF THE BIDDER)

with address and seal

PART-3

CONTRACT

SECTION - VII
GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITION OF RATE CONTRACT:

Rate Contract is an agreement between the purchaser and the supplier for supply of specified goods at specified price and terms & conditions during the period covered by the Rate Contract. No quantity is mentioned nor is minimum drawl guaranteed in the Rate Contract. The Rate Contract is in the nature of a standing offer from the supplier firm. The firm and /or the purchaser are entitled to withdraw/cancel the Rate Contract by serving an appropriate notice on each other. However once a supply order is placed on the supplier for supply of definite quantity in terms of the rate contract during the validity period of rate contract, that Supply Order becomes a valid and binding contract between the Purchaser and supplier (R/C holding firm).

2. APPLICATION:

This Rate Contract and Supply Orders placed against the Rate Contract shall be governed by the General Conditions of contract. This Rate Contract shall be operated by the all indenters of SAI.

3. Notification for Award of Rate Contract

- 3.1 Before expiry of the Bid validity period, the purchaser will notify the successful Bidder(s) in writing, by registered/speed post or by fax/ email/e-portal to be confirmed by registered / speed post that it's Bid for goods, which have been selected by the purchaser, has been accepted, for award of Rate Contract.

The successful Bidder shall furnish to the purchaser the required Performance Security within 15 days from the date of issue of Notification for Award of Rate Contract, failing which the bid security will be forfeited and the Notification for Award of Rate Contract may be cancelled. Relevant details about the Performance Security have been provided under GCC under Section VII.

- 3.2 The successful Bidder shall return the original copy of the Rate Contract, duly stamped, signed and dated, to the purchaser by registered/speed post within fifteen days from the date of issue of the Rate Contract.

4. PERFORMANCE SECURITY:

- 4.1 Within 15 days from date of the issue of Notification of Award of Rate Contract by the purchaser, the Rate Contract holding firm, shall furnish performance security to the purchaser for an amount of 3% of estimated value towards due performance of the supply orders to be placed against the Rate Contract by the Indenters. Initially the Bank

Guarantee shall be provided by the Rate Contract holding firm valid for a period of 18 months from the date of award of Rate Contract. However, the Performance guarantee is required to remain valid for a period of 60 days beyond the date of completion of all contractual obligations, including warranty obligations against supply orders placed against the Rate Contract. The purchaser will release the Performance Security after getting No Demand Certificate (NDC) from all the Indentors/consignees concerned, without any interest to the Rate Contract holder.

- 4.2 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 favour of the Secretary, Sports Authority of India.

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

Failure of the successful Bidder in providing Performance Security and / or returning Rate Contract copy duly signed in terms of ITB clauses 21 and 22 above shall make the Bidder liable for forfeiture of its bid security and, also, for further administrative actions by the purchaser as deemed fit.

6. PERIOD OF RATE CONTRACT:

The period of Rate Contract shall be 12 months from the date of its conclusion. The purchaser reserves the right to renew/extend the Rate Contract with the supplier at expiry of Rate Contract at the same rates & terms and conditions subject to satisfactory performance and mutual agreement, for a further period upto 12 months after expiry of Rate Contract. In that case performance security bank guarantee shall have to be extended suitably.

7. PLACEMENT OF SUPPLY ORDER:

- 7.1 The Rate Contract shall remain in force for the period as indicated above. A supply order may be placed by the authorised Indentors up to the last date of the currency of the rate contract. Delivery date in the supply order need not necessarily fall within the currency of the rate contract but it can go beyond it depending upon the terms of delivery stipulated in the rate contract. No extension of validity period of the rate contract itself is required when deliveries against outstanding supply orders continue even after expiry of the validity period. The rate contract will remain alive for the purpose of delivery for all the stores ordered during the currency of the rate contract until deliveries have been completed.

- 7.2 The Purchaser /Indentors reserve the right to place the supply order within the list of item or as per buyer's demand on any other supplier(s) during the rate contract period. While placing supply order, Indenter will indicate delivery period keeping in view his requirement and delivery period quoted by the Rate Contract holding firm. Rate Contract holding firm while acknowledging the supply order shall confirm the delivery date by which the stores will be supplied, depending upon the delivery period/rate of supply (Qty) offered per month and pendency of supplies against orders earlier received by him. In case the delivery date confirmed by the Rate Contract holding firm is not acceptable, the Indenter shall be at liberty to withdraw the supply order and place the same on other R/C holding firm.
- 7.3 The Purchaser shall place Supply Order in the prescribed format as given in Annexure-II, with a clear understanding that the expenditure involved in procuring the stores (Including cost of stores, duties and taxes, freight, and other incidentals if any) has received the sanction of the Competent Financial Authority and that the funds are available under proper Head of Accounts in the year in which the total cost will be paid.
- 7.4 All the supply orders would be considered as separate contracts between the Purchaser and the Supplier (Rate Contract holding firm) as per terms and conditions given in the Rate Contract. The responsibility for placing Supply Orders against the R/C, making payment to the supplier (after deducting liquidated damages or without liquidated damages as the case may be), legal issues, legal disputes, resolution of disputes and other liabilities shall rest with the respective Purchase Officer who place the supply order against the RC.
- 7.5 In case of special/emergent circumstances, purchaser may resort to purchase the same items from other sources also, without intimating the Rate Contract holding firms.

8. ACKNOWLEDGEMENT OF THE SUPPLY ORDER AND DELIVERY:

- 8.1 The Contractor should accept the Supply order within 07 days of its receipt. In case contractor fails to give such intimation within 7 days it shall be presumed that the contractor has accepted the Supply order.
- 8.2 In case of any deficiency with regard to the Rate, specification, taxes, duties and delivery period etc., given in the supply order the Contractor shall bring it to the notice of officer placing the supply order, within 07 days of the receipt of supply order, for due rectification. The effective date of supply order shall be the date when all clarifications have been received by the contractor and delivery period shall commence accordingly.

9. Receipt of Stores & Notification of Shortages and Damage:

The Consignee is responsible for verifying at the time of taking delivery from the Carrier / Supplier that the stores have been received in full and good condition without loss or damages. If there are any deficiencies, the same should be endorsed in the inspection and acceptance certificate for effecting appropriate recoveries while making payment by the paying authority/officer.

10. Consignees Right of Rejection:

Notwithstanding the fact that the stores have been inspected and accepted by the consignee upon receipt, it shall be lawful for the consignee to reject the store or any part thereof within 30 days from the date of acceptance of the store by the consignee, if such stores or any part thereof is not in all respects in conformity with the terms & conditions of the rate contract.

11. TERMS OF DELIVERY:

Goods shall be delivered by the supplier in accordance with the terms of delivery of Rate Contract i.e. free delivery at consignee's premises within the main land.

12. PRICES: The Discount shall remain firm and fixed during the currency of Rate Contract.

13. TAXES, DUTIES & OCTROI:

13.1 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 ST/VAT/GST (if applicable) shall be reimbursed to the extent of actual payment by the Supplier.

14. TERMS AND MODE OF PAYMENT:

14.1 (a)Payment Terms

100% Payment shall be made after inspection and acceptance of the stores by the consignee, subject to recoveries, if any, by way of liquidated damages or any other charges, recovery towards shortages, breakages etc. as per terms & conditions of contract, against the following documents :

- (i) Inspection & Acceptance certificate issued by consignee as per Performa in section VIII of this Bid document.
- (ii) Supplier's invoice showing contract number, goods description, quantity, unit price and total amount.

Consignee shall be responsible for issuance of Inspection & Acceptance Certificate immediately upon receipt of stores, and

Indentor/order placing authority shall be responsible for making payment within 30 days after receipt of stores/goods by the consignee
(b) Paying Authority/officer:-

The payment of items supplied will be made by the Paying officer of concerned purchaser placing the supply order and expenditure is to be booked against his accounts.

15. Remedies available to Purchaser for delay in supply / Non-Supply for which supplier is responsible

The supplier shall deliver the goods and perform the services under the contract within the time schedule mutually agreed between purchaser and supplier and specified by the purchaser as incorporated in the contract.

In case of delay in supply/non-supply, the purchaser has the following options depending upon the circumstances of the case:-

- i. To extend the delivery period imposing liquidated damages and other denial clauses.
- ii. To withdraw the supply order after expiry of the stipulated delivery period and cover the demand against any other parallel Rate Contract holding firm and
- iii. **To apprise SAI HO about the non-materialisation of supplies against the order placed, so as to forfeit the performance security to the extent of 10 %(including taxes etc.) of the value of supply order, from the Performance Security submitted by the Rate Contract holding firm, and also to record bad performance of the firm to be kept in view while awarding the next Rate Contract.**

16 EXTENSION OF DELIVERY PERIOD

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.

16.1 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, interalia contain the following conditions:

- (a) The purchaser shall recover from the supplier, under the provisions of the clause 25 (Liquidated damages) of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
- (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax/CST/VAT, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
- (c) But nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/CST/VAT, 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.

16.2 The supplier shall not despatch the goods after expiry of the delivery period. The supplier is required to apply to the purchaser for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

17. REVOCATION/CANCELLATION OF RATE CONTRACT:

Since, the rate contract is a standing offer and is merely a document embodying various terms of the standing offer made by the contractor for acceptance by the purchaser, either party namely, the R/C holder/ the Purchaser can legally revoke/cancel the Rate Contract at any time during the currency of the Rate Contract giving a notice of 30 days. The revocation of the Rate Contract on the part of the R/C holder shall take effect 30 days from the date of the communication of revocation is received by the Purchaser. The cancellation of the rate contract by the Purchaser shall take effect 30 days from the date of issue of letter notifying the short –closure.

18 Force Majeure

- 18.1 Notwithstanding the provisions contained in GCC clauses 20,21 and 24, 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.
- 18.2 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.
- 18.3 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.
- 18.4 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.
- 18.5 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.

19. Withholding and lien in respect of sums claimed.

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Purchaser shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, the Purchaser shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Purchaser shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to supra, from

any sum or sums found payable or which at anytime thereafter may become payable to the Contractor under the same contract or any other contract with the Purchaser or the Government, pending finalization or adjudication of any such claim and that The Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

20. Award of rate contract does not confer any right on the rate contract holding firm for automatic placement of order from the indenter.
21. Award of rate contract also does not confer any right to rate contract holding firm to use name of SAI/ logo on their letter head, calendars, diary's etc. and declare themselves as official suppliers of SAI.
22. Performance of rate contract holding firm shall be taken into consideration while awarding next rate contract.

23. Patent Right:

The supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design right arising from use of the Goods or any part thereof in India. In the event of any claim asserted by a third party or infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser 'country, the supplier shall act expeditiously to extinguish such claim. The purchaser shall not be held responsible for any kind of liability what so ever.

24. Resolution of disputes

- 24.1 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.
- 24.2 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/ Consignee and Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration. In case of supply orders placed by SAI & Ministry of Youth Affairs & Sports New Delhi Indentors the Sole Arbitrator would be appointed by the Director General (Sports Authority of India). The venue of Arbitration would be decided by the DG, SAI. The award of the arbitrator will be final and binding on the parties to the Contract.

25. Jurisdiction

All question, disputes or differences arising under or out of or in connection with the contract, if concluded, shall be subject to the exclusive jurisdiction of the court within the local limits of whose jurisdiction the place from which the Supply Order has been issued.

27. Increase/Decrease of the Qty

The purchaser shall have the right to increase or decrease the quantity of the general medicines and physiotherapy items of awarded tender value upto 25%.

26. Applicable Law

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

SECTION – VIII
(A) CONTRACT AGREEMENT

SPORTS AUTHORITY OF INDIA,
NETAJI SUBHASH REGIONAL CENTRE,
SAROJINI NAGAR, KANPUR ROAD, LUCKNOW

Contract No _____ Dated _____

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

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

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

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

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

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

(ii) Rate Contract valid upto:

(iii) Prices:

(ii) Details of Performance Security:

(v) Warranty Period:

(vi) Payment terms:

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

Received and accepted this Rate Contract

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

[Name & address of the manufacturers]

(Seal of the supplier)

Date: _____

Place: _____

SECTION – VIII
(B) BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To
Sports Authority of India,

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

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

Bank's Branch or Office: [insert complete name of Guarantor]
Beneficiary: Sports Authority of India, Jawaharlal Nehru Stadium Complex,
Gate No.10, Lodhi Road, NEW DELHI-110003

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number]

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

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

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

This Guarantee shall expire not later than the [insert number] day of [insert month] [insert year], and any demand for payment under it must be received by us at this office on or before that date.

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

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

DECLARATION FOR BLACKLISTING

To,

Sir,

Sub:- Bidding document dated: _____ for “Biding document for procurement of General Medicines and Physiotherapy items”.

I have carefully gone through the Terms & Conditions mentioned in the referred bidding document. I hereby declare that my company/firm is not currently debarred/blacklisted by any state government/central government/PSU or any other Government Institution in India. I further certify that I am the authorized signatory to sign on behalf of my company and make this declaration.

Or

I declare the following

S.No.	Blacklisted/debarred by State Government/Central Government/PSU	Reason	Date on which blacklisting/debarment notification was issued

(Note:- In case of the company/firm was blacklisted previously, please provide the details regarding period for which the company/firm was blacklisted and the reason for the same)

Yours faithfully

(Signature of the bidder)

Name

Designation

Seal

Business Address

Bid Security Declaration Form

Date: _____ Tender No. _____

To (insert complete name and address of the purchaser)

I / We The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: _____ (insert signature of person whose name and capacity are shown)

in the capacity of _____ (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)