

Bid Document

| Bid Details | |
|--|--|
| Bid End Date/Time | 09-01-2023 11:00:00 |
| Bid Opening Date/Time | 09-01-2023 11:30:00 |
| Bid Offer Validity (From End Date) | 180 (Days) |
| Ministry/State Name | Ministry Of Youth Affairs And Sports |
| Department Name | Department Of Sports |
| Organisation Name | Sports Authority Of India (sai) |
| Office Name | Central Region 462044 |
| Total Quantity | 2 |
| Item Category | Sanshou platfor (Q3) , Carpet for Sanshou platform (Q3) |
| Minimum Average Annual Turnover of the bidder (For 3 Years) | 15 Lakh (s) |
| MSE Exemption for Years Of Experience and Turnover | Yes |
| Startup Exemption for Years Of Experience and Turnover | Yes |
| Document required from seller | Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| Bid to RA enabled | No |
| Type of Bid | Two Packet Bid |
| Primary product category | Carpet for Sanshou platform |
| Time allowed for Technical Clarifications during technical evaluation | 2 Days |
| Estimated Bid Value | 3200000 |
| Evaluation Method | Item wise evaluation |

EMD Detail

| | |
|--------------------------------|---------------------|
| Advisory Bank | State Bank of India |
| Schedule 1 EMD Amount (In INR) | 62500 |
| Schedule 2 EMD Amount (In INR) | 17500 |

ePBG Detail

| | |
|-------------------------------------|---------------------|
| Advisory Bank | State Bank of India |
| ePBG Percentage(%) | 3.00 |
| Duration of ePBG required (Months). | 14 |

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

Regional Director
Sports Authority of India
(Sai)

Splitting

Bid splitting not applied.

MII Purchase Preference

| | |
|-------------------------|-----|
| MII Purchase Preference | Yes |
|-------------------------|-----|

MSE Purchase Preference

| | |
|-------------------------|-----|
| MSE Purchase Preference | Yes |
|-------------------------|-----|

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local

content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

| Evaluation Schedules | Estimated Value | Item/Category | Quantity |
|-----------------------------|------------------------|-----------------------------|-----------------|
| Schedule 1 | 2500000 | Sanshou Platfor | 1 |
| Schedule 2 | 700000 | Carpet For Sanshou Platform | 1 |

Sanshou Platfor (1 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

| | |
|------------|-----------|
| Brand Type | Unbranded |
|------------|-----------|

Technical Specifications

| | |
|------------------------------|--------------------------|
| Buyer Specification Document | Download |
|------------------------------|--------------------------|

Consignees/Reporting Officer and Quantity

| S.No. | Consignee/Reporting Officer | Address | Quantity | Delivery Days |
|-------|-----------------------------|--|----------|---------------|
| 1 | CEO NCOE Imphal | 795001,Sports Authority of India, NERC Complex, Takyepat, Opposite Blind School, Imphal West District, Manipur | 1 | 30 |

Carpet For Sanshou Platform (1 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

| | |
|------------|-----------|
| Brand Type | Unbranded |
|------------|-----------|

Technical Specifications

| | |
|------------------------------|--------------------------|
| Buyer Specification Document | Download |
|------------------------------|--------------------------|

Consignees/Reporting Officer and Quantity

| S.No. | Consignee/Reporting Officer | Address | Quantity | Delivery Days |
|-------|-----------------------------|--|----------|---------------|
| 1 | CEO NCOE Imphal | 795001,Sports Authority of India, NERC Complex, Takyepat, Opposite Blind School, Imphal West District, Manipur | 1 | 30 |

Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of Regional Director, Sports Authority of India payable at Bhopal.
Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

3. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand

or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

4. **Forms of EMD and PBG**

Bidders can also submit the EMD with Banker's Cheque in favour of Regional Director, Sports Authority of India payable at Bhopal.

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

5. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

6. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

7. **Generic**

Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

8. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of Regional Director, Sports Authority of India payable at Bhopal. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

9. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of Regional Director, Sports Authority of India A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

10. **Past Project Experience**

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

11. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

The supplier will have to supply the goods to the concerned consignee and the bills will also be submitted to the office of the concerned consignee. Accordingly, the payment will be done by respective consignee.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---

Additional Terms and Conditions – Buyer Specific Clauses

Whenever there is any conflict between the provision in the Additional Terms and Conditions – Buyer Specific Clauses and that in the GTC/STC of GeM, the provision contained in the Buyer Specific Clauses shall prevail.

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 following Equipment for SAI NCOE Bhopal, NCOE Imphal & NCOE Patiala

| S.NO | Name of Equipment | QUANTITY for NCOE Imphal | Total | EMD |
|------|--|--------------------------|-------|--------------------------------------|
| 1 | Sanshou platform (8mtr X 8mtr), Wushu sanda competition platform 8 x 8 x 0,8 m floor mats, surrounded by 2 m x 0,3 m protective mat underneath. The standard competition platform for wushu sanda. | 01 | 01 | As mentioned in GeM Bidding Document |
| 2 | Sanshou platform Carpet for Sanshou platform which is mentioned in Sl. No.1 | 01 | 01 | |

| | |
|--|---|
| Venue of submission of physical submission of Bid Security/Earnest Money Deposit (EMD) within the above scheduled bid opening date and time | Sports Authority of India Central Regional Centre, Gram Gora Bishenkheri, Post Suraj Nagar, Bhopal- 462044 |
| Corrigendum to Tender/ Bid Enquiry Document | At any time prior to the deadline for submission of bids, the purchaser may, for any reason deemed fit by it, modify the Tender Enquiry Document by issuing suitable Corrigendum to it. Corrigendum will be notified through GEM PORTAL only. |
| Clarification of Tender/Bid Enquiry Document | A bidder requiring any clarification or elucidation on any issue of the Tender/Bid Enquiry Document may take up the same with the purchaser through GEM Portal only . The purchaser will respond through GEM Portal to such request provided the same is uploaded within the time schedule mentioned in “Critical Date Sheet”. |

*The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as along with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs

(A)-INSTRUCTIONS TO BIDDERS (ITB)

(a) PREAMBLE

Language of Bid

1.1.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.

2. Tendering Expenses

2.1.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.

3. Local Conditions

3.1.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.

4. Bid currency

4.1.All the bidders should quote only in Indian Rupees

4.2.Tenders, where prices are quoted in any other way shall be treated as non-responsive and rejected.

5. Alternative Bids:

5.1.Alternative Bids are not allowed.

5.2.If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same Advertised Tender/Bid Enquiry for the same item/product. In a bid, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same models in the same Advertised Tender Enquiry.

5.3.One Principal/OEM cannot authorize two agents simultaneously for the same item against same Advertised Tender Enquiry.

6. EARNEST MONEY DEPOSIT/BID SECURITY

6.1.The bidder shall furnish Bid Security for an amount as shown in the bid document. The Bid Security is required to protect the Purchaser against the risk of the bidder's unwarranted conduct. Non-submission of Bid Security will be considered as major deviation and bid will not be considered.

6.2.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.

6.3.The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as along with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs.

6.4.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 G),

- e) NEFT transfer to “Regional Director, Sport Authority of India, Account No: 00000065000998934 IFSC No. SBIN0030387 (Branch Jawahar Chowk, Bhopal)
(Bidder has to upload challan/proof along with Bid in GeM Portal)

- f) Valid Insurance Surety Bonds

6.5. The Demand Draft, Fixed Deposit Receipt, Banker’s Cheque, Insurance Surety Bonds or Bank Guarantee shall be drawn on any Commercial Bank in India, in favour of the “Regional Director, Sports Authority of India”, payable at Bhopal. In case of Bank Guarantee, the same is to be obtained from any commercial bank in India as per the format specified under Annexure V of the Bid Document.

6.6. The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid.

6.7. 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.

6.8. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid or is 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 Intent/ Notification of Award (NoA), its Bid Security/EMD will be forfeited.

7. Documents establishing bidder’s eligibility and qualifications

7.1. the bidder shall furnish, of its bid, relevant details and documents establishing to perform the contract.

7.2. The documentary evidence needed to establish the bidder’s qualifications:

7.3. 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 I of this document.

8. Documents establishing good’s Conformity to TE Documents.

8.1. 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.

8.2. 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.

8.3. 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.

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

9.1. The Purchase 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.

10. Signing of bids

10.1. The bidders shall submit their bids as per the instruction contained in ITB.

10.2. 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.

10.3. 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 initialled 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 initialled by the person(s) signing the tender.

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

11.1. 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-D and other administrative actions as deemed fit by the purchaser.

12. Corrupt or fraudulent practices

12.1. 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: -

12.1.1. 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.

12.1.2. 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

12.1.3. 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.

13. Conflict of Interest among bidders/agents

13.1. 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;

13.1.1. they have controlling partner (s) in common; or

13.1.2. they receive or have received any direct or indirect subsidy/financial stake from any of them; or

13.1.3. they have the same legal representative/agent for purposes of this bid; or

- 13.1.4. 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
- 13.1.5. 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.
- 13.1.6. 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;
- 13.1.7. 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.

14. Documents comprising the e-Bid

A) Techno-commercial Bid (Un-priced Bid)

Bid Form as per Section F.

- i) Bid Security furnished in accordance with bid document alternatively, documentary evidence as for claiming exemption from payment of Bid Security
- ii) Documentary evidence related to Qualification Criteria mentioned at Section C with summary of past performance same as per format at Section E.
- iii) Bidder who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorization Form as per Section I.
- iv) A self-declaration confirming for Sole Proprietorship/Partnership/Private Limited Firm as the case may be with documentary proof.
- v) **Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority, as specified in Annexure-C of order F.No.6/18/2019-PPD dated 23-July-2020 and bidder must comply with all provisions mentioned in the order. A self declaration with respect to above order must be submitted.**
- vi) **Product catalogues/original Data Sheets for all quoted items.**
- vii) Copies of required quality certificates, if applicable, namely, BIS, ISO, FDA, CE, etc.

B) Price Tender:

Price Schedule(s) as per prescribed format provided in the portal.

15. Scrutiny of Tenders

- 15.1. 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.
- 15.2. Purchaser will determine the responsiveness of each Tender to the TE Document without recourse to extrinsic evidence.
- 15.3. 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.

15.4. The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored.

15.4.1. **Qualification Criteria not enclosed**

15.4.2. **Tender validity is shorter than the required period**

15.4.3. **Bidder has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer’s Authorization letter.**

15.4.4. **Bidder has not agreed to give the required performance security.**

15.4.5. **Goods offered are not meeting the tender enquiry specification.**

15.4.6. **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.**

15.4.7. **Poor/ unsatisfactory past performance.**

15.4.8. **Bidder has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.**

15.4.9. **Bidder has not complied with the requirement of Clauses of ITB.**

15.4.10. **Any other conditions as deem fit.**

15.4.11. **Bid by Foreign Companies. (Only Indian companies including Indian agents of foreign Manufacturers are allowed to BID)**

15.4.12. **Non-Submission of required declaration as per New GFR Clause, 144 (xi)**

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

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

16.2. If the quantity has not been increased to the maximum of 25% of the tendered quantity at the time of awarding the contract, the purchaser reserves the right to increase the quantity further by up to the balance available twenty five (25) per cent of the tendered quantity of goods and services (rounded off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract during the currency of the contract.

SUPPLY REQUIREMENTS

| S.NO | Name of Equipment | QUANTITY for NCOE Imphal | Total | EMD |
|------|--|--------------------------|-------|--------------------------------------|
| 1 | Sanshou platform (8mtr X 8mtr), Wushu sanda competition platform 8 x 8 x 0,8 m floor mats, surrounded by 2 m x 0,3 m protective mat underneath. The standard competition platform for wushu sanda. | 01 | 01 | As mentioned in GeM Bidding Document |
| 2 | Sanshou platform Carpet for Sanshou platform which is mentioned in Sl. No.1 | 01 | 01 | |

Part I: Required Delivery Schedule:

Required Delivery Schedule: Stores are required within 30 days from the date of Notification of Award. However, the Bidders may quote their earliest delivery period from the date of Notification of Award. 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 II: Required Terms of Delivery:

Free Delivery at Consignee Site.

Payment Terms

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 submission of Inspection certificate as per Section K with detailed invoice

Consignee

| | |
|--------------------|---|
| 1. SAI NCOE Imphal | Sports Authority of India, NERC Complex, Takyepat, Opposite Blind School, Imphal West District, Manipur- 795001 Email: nercimphal.sai@gmail.com Ph:7630985379 |
|--------------------|---|

TECHNICAL SPECIFICATIONS

- As uploaded in GeM Document

**Bidders should specifically mention the make and model quoted against each item in the technical bid and the compliance to each point in specification should mentioned/ detailed with supporting document/catalogue.*

C. QUALIFICATION CRITERIA

- The Bidder must be a Manufacturer or its authorized agent (with Manufacturer authorization as per Section I.

b. The bidder must satisfy the following eligibility criteria –

| Sl.No. | Descriptions | Document Required |
|--------|--|---|
| 1. | The bidder must be a company/firm/sole proprietor registered in India | Enclose copy of certificate of incorporation/registration issued by relevant authority in India. |
| 2. | The bidder should have a valid GST No. or should have registered under GST. | Enclose copy of GST registration certificate. |
| 3. | PAN Registration | Furnish requisite document |
| 4. | Bidder should have an Annual Average Turnover of Rs.15.00 lakh in the last 3 Financial Years viz 2019-20, 2020-21 & 2021-22. (If accounts for the year 2021-22 is not finalized, then 2018-19, 2019-20 & 2021-21 should be submitted) | Chartered Accountant Certificate, |
| 5. | Income Tax Return for the last three financial years | Furnish requisite document. |
| 6. | The manufacturer/bidder should have successfully completed contracts of having supplied and installed the sports equipment 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 |
| 7. | Authorization Certificate issued by OEM in favor of the bidder, if the bidder is not the Manufacturer of the goods to be supplied. | As per Annexure-I |
| 8. | National Electronic Fund Transfer (NEFT Form) for payment in Indian Rupee. | As per Annexure-II |
| 9. | Undertaking Disclosure of Conflict of Interest | As per Annexure-III |
| 10. | Disclosure of Code of Integrity | As per Annexure-IV |
| 11. | (a) 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. (b) 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 Organisation/Institutions/ PSU etc. | As per Annexure- V |

| | | |
|-----|---|------------------------------------|
| 12. | Self-Declaration Certificate for Local Content | As per Annexure-VI |
| 13. | Declaration as per New GFR Clause, 144 (xi) | As per Annexure-VII |
| 14. | Equipment sheet or catalog detailing the quoted equipment name, brand name and technical specification | Furnish requisite document. |

The bidders/ firms [Manufacturers] identifying as MSME and or start-up firms are exempted from fulfilling criteria stated above.

Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from Previous experience and turnover. Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME.

Note for Bidders:

a) 'Doctrine of Substantial Compliance': The qualification criteria are for shortlisting of sources who are competent to perform this contract to ensure best value for money from expenditure of Public Money. This process is neither intended to bestow any entitlement upon nor to create any rights or privileges for the Bidders, by way of overly hair-splitting or viciously legalistic interpretations of these criteria, disregarding the very rationale of the qualification criteria. Keeping this caveat in view, interpretation by Procuring Entity would be based on common usage of terminologies and phrases in public procurement in accordance with the 'Doctrine of Substantial Compliance' and would be final.

b) All bidders are required to meet and submit relevant documents as mentioned to establish compliance to all criteria mentioned above without any exemption. Bids of bidders not meeting the same would be substantially ignored.

c) Along with all the necessary documents/certificates required as per the tender conditions, the bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity (both technical and financial), for manufacture and supply of the required goods/equipment, within the specified time of completion, after meeting all their current commitments.

d) All copy of supply/work order; respective completion certificate and contact details of clients;/manufacturing license; annual report, etc.in support of experience, past performance and capacity/capability should be authenticated by the by the person authorized to sign the tender on behalf of the bidder. Original Documents must be submitted for inspection, if so demanded.

e) 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.

D. GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

- 1.1. The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same is not superseded by Schedule of Requirements under Section B and Technical Specification of this document.
- 1.2. All relevant clauses in Section A, Instructions to Bidders (ITB), will be binding on this purchase.

2. Use of contract documents and information

- 2.1. 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.
- 2.2. 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.
- 2.3. 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

- 3.1. 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

- 4.1. All goods and services to be supplied and provided for the contract shall have the origin in India/ any other country with which India has not banned trade relations.
- 4.2. 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.
- 4.3. The country of origin may be specified in the price schedule.

5. Performance Security

- 5.1. As guarantee for the due performance, observance and fulfilment of all obligations, terms, conditions, representations, warranties and covenants of the Supplier under the Bidding Documents within 14 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 three per cent (03%) of the total value of the contract prior signing of this contract.
- 5.2. 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 **1** year from the date of acceptance of the items by the consignee(s).
- 5.3. Supplier may furnish performance guarantee in the form of an account payee Demand Draft, Fixed Deposit Receipt from a commercial bank, Bank Guarantee from a Commercial bank in an acceptable form in the format at **Section J**, safeguarding the Purchaser's interest in all respects.
Regional Director, Sports Authority of India,

NEFT transfer to "Regional Director, Sport Authority of India, Account No: 00000065000998934 IFSC No. SBIN0030387 (Branch Jawahar Chowk, Bhopal) (State Bank of India)

5.4. 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.

5.5. *Deleted*

5.6. 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.

5.7. 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- J** of this document in favour of the Purchaser.

5.8. 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),

5.9. Supplier agrees that the decision of Purchaser in respect of any forfeiture/invocation/adjustment of the Performance Security will be final and binding on the Supplier. Purchaser shall be entitled, without any limitation or interference, to forfeit/invoke/adjust the Performance Security, as set out in this Section. Upon forfeiture/invocation/adjustment of the Performance Security as aforesaid, the Supplier shall replenish the Performance Security to their original amounts within 7 days from the date of such forfeiture/invocation/adjustment. In case of any delay or failure in replenishing the Performance Securities as set forth in the foregoing sentence, Purchaser reserves its rights to terminate the Bidding Documents without any further notice to the Supplier at the cost and liability of the Supplier.

6. Technical Specifications and Standards

6.1. The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications mentioned in 'Technical Specifications' under Section-B of this document.

7. Packing and Marking

7.1. 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.

7.2. Unless otherwise mentioned in the Technical Specification under Section B, 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: -

7.2.1. Contract number and date

7.2.2. Brief description of the goods including quantity

7.2.3. Packing list reference number

7.2.4. Country of origin of the goods

7.2.5. Consignee's name and full address and

7.2.6. Supplier's name and address

8. Inspection, Testing and Quality Control

8.1. 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.

8.2. In normal course the Stores/goods will be supplied by the contractor on the basis of Manufacturer's 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.

- 8.3. 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.
- 8.4. 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.
- 8.5. 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.
- 8.6. 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.
- 8.7. 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.
- 8.8. The purchaser reserves the right to call for 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 B. (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 B.

9. Terms of Delivery

9.1. Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract.

9.2. 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: -

- 9.2.1. 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.
- 9.2.2. 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.
- 9.2.3. 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.
- 9.2.4. 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.
- 9.2.5. Deleted being N/A

10. Insurance:

- 10.1. 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:
- 10.1.1. As the Agreement is a 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 warehouse to warehouse (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.
- 10.1.2. Deleted being N/A
- 10.1.3. 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

- 11.1. Bidder should confirm adequate availability of spare parts and ensure it to make available to the purchaser as and when requirement is raised by the purchaser and after sales service after the date of delivery of the stores.

12. Incidental services:

- 12.1. Subject to the stipulation, if any, in Schedule of Requirements (Section – B) and the Technical Specification (Section – B), the supplier shall be required to perform the following services.
- 12.1.1. Installation and Demonstration of the goods
- 12.1.2. On Site Training of Purchaser's Staff to start immediately but not later than 15 days after successful installation of the equipment.
- 12.1.3. Supplying required number of operation & maintenance manual for the goods as may be updated from time to time.
- 12.1.4. Providing comprehensive maintenance, if applicable as per Section B of the document.

13. Dispatch Documents for Goods:

- 13.1. The supplier shall send all the relevant despatch documents well in time to the purchaser/consignee to enable the purchaser/consignee clear or receive (as the case may 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: -
- 13.1.1. 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):
- 13.1.1.1 Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount.
- 13.1.1.2 Consignee Receipt Certificate as per Section K in original issued by the authorised representative of the consignee.
- 13.1.1.3 Two copies of packing list identifying contents of each package.
- 13.1.1.4 Inspection certificate issued by the designated inspection agency, if any
- 13.1.1.5 Certificate of origin.
- 13.1.1.6 Insurance Certificate as per GCC Clause.
- 13.1.1.7 Manufacturers/Supplier's warranty certificate & In-house inspection certificate.
- 13.1.2. For Goods imported from abroad: Deleted- N/A

14. Warranty

- 14.1. 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.

14.2. The warranty shall remain valid for 01 year from the date of installation, commissioning and acceptance. 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.

14.3. 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.

15. Assignment

15.1. 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.

16. Prices

16.1. 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.

17. Taxes and Duties.

17.1. 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 finished product if stipulated in Contract shall be allowed to the extent of actual payment by the Supplier. Local Duties & Terminal Taxes etc.:

17.2. 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 to reimburse the supplier and take other necessary action in the matter.

18. Terms and Mode of Payment

18.1. Payment Terms

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

18.1.1. **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 K 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) Certificate of origin

18.1.2. Payment for Imported Goods on DDP terms: Deleted- NA

19. Delay in the supplier's performance.

- 19.1. The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser as incorporated in the contract. 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.
- 19.2. In cases where Delivery Period is linked with date of opening of Letter of Credit, and in case the Letter of Credit is amended to make Letter of Credit as per contract, then in such cases the Delivery Period will be calculated from the date of amendment of Letter of Credit.
- 19.3. 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:
 - 19.3.1. Imposition of Liquidated Damages,
 - 19.3.2. Forfeiture of its Performance Security and
 - 19.3.3. Termination of the Contract for default.
- 19.4. 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.
- 19.5. 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.
- 19.6. When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter-alia contains the following conditions:
 - 19.6.1. 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.
 - 19.6.2. That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of 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.
 - 19.6.3. 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.
- 19.7. 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.

19.8. Passing of Property

- 19.8.1. 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.
- 19.8.2. 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.
- 19.8.3. Unless otherwise agreed, the goods remain at supplier's risk until the property therein is transferred to the purchaser.

20. Liquidated damages

- 20.1. 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.
- 20.2. 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.
- 20.3. 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

- 21.1. The purchaser, without prejudice to any other contractual rights and remedies available to it (the purchaser), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser.
- 21.2. 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.
- 21.3. Unless otherwise instructed by the purchaser, the supplier shall continue to perform the contract to the extent not terminated.

22. Notice

- 22.1. 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.
- 22.2. 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

- 23.1. 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

- 24.1. 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.
- 24.2. 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.
- 24.3. 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.
- 24.4. 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.
- 24.5. 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.

25. Termination for convenience

- 25.1. The Purchaser reserves the right to terminate the contract, in whole or in part for its (purchaser's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the purchaser. The notice shall also indicate inter-alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 25.2. 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

- 26.1. 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.
- 26.2. 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

- 27.1. 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 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 any time 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

- 28.1. 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.
- 28.2. 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 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.
- 28.3. Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Bhopal, India.
- 28.4. The courts of Bhopal will have the exclusive jurisdiction to try the disputes.

29. Applicable Law

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

E. 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.

F. BID SUBMISSION FORM

Date _____

To

The Regional Director I/c
SAI NCOE Bhopal
Gram Gora, Bishenkheri,
Post Suraj Nagar, Bhopal-462044

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- D 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-D.

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]

MANUFACTURER'S AUTHORISATION FORM

To
The Regional Director I/c
Sports Authority of India
Central Regional Centre,
Gram Gora, Post Suraj Nagar
Bhopal (M. P.) -462044

Sir,

Reference your Bid/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.

We further confirm that no supplier or firm or individual other than Messrs..... is
authorised 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 document for the above goods
manufactured by us.

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.

NEFT MANDATE FORM

To
 The Regional Director Incharge
 Sports Authority of India
 Central Regional Centre,
 Gram Gora, Post Suraj Nagar
 Bhopal (M. P.) -462044

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]

Enclosed a copy of Crossed Cheque

DISCLOSURE OF CONFLICT OF INTEREST

It is hereby disclosed that we have not any conflict of interest with others bidders in terms of GFR. If this disclosure is found wrong later on, we are liable for punitive action as per terms of the agreement.

(Authorized Signatory)
Stamp

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

UNDERTAKING

(On Non Judicial Stamp)

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:
NAME & ADDRESS OF THE BIDDER

(Signature of the bidder)

NOTE: To be submitted on non-judicial stamp paper of Rs.100/- duly certified by Public Notary

Annexure-VI

Self-Declaration Certificate for Local Content

*We [name of manufacturer/supplier] hereby confirm in respect of quoted item(s) that Local Content is equal to or more than 50% and come under 'Class-I Local Supplier' Category. As being '**Class-I Local Supplier**', we are eligible for Purchase Preference under 'Make in India' Policy vide GoI Order no. P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019 and 04.06.2020)

OR

*We [name of manufacturer/supplier] hereby confirm in respect of quoted item(s) that Local Content is more than 20% but less than 50% and come under '**Class-II Local Supplier**' Category.

2. We [name of manufacturer/supplier] hereby confirm that the goods/services/works to be delivered in terms of the above specified bid comply with the local content requirements as specified in the tender for 'Class- I Local Supplier' / 'Class-II Local Supplier', and as above.

3. The local content calculated using the definition given above are as under:

| S. N. | Name of item/equipment | Local content calculated as above % | Imported content including all Custom duties (%) | Location of value addition |
|-------|------------------------|-------------------------------------|--|----------------------------|
| --- | --- |% |% | INDIA |

Attach separate sheet duly signed if space is not sufficient

Date: _____

Seal & Signature of the Bidder

Note:

- 1) The Self-Certification Form should be submitted on Letter Head.
- 2) This declaration serves as a declaration form for the bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt. Directives applicable in respect of Local Content & prescribed tender conditions).

Declaration as per New GFR Clause, 144 (xi)

'I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]'

(Full name, designation & address of the person duly authorized sign on behalf of the bidder) For and on behalf of (Name, address and stamp of the tendering firm