



**Sports Authority of India**  
JAWAHARLAL NEHRU STADIUM COMPLEX,  
GATE NO.10, LODHI ROAD, NEW DELHI-110003  
(next to MTNL Building)

Telephone: +91-11 – 24368163, 24368393, 24362756 Fax: +9 –11–24362738

Website: <http://sportsauthorityofindia.nic.in/>

## **Bidding Document**

For Supply of

### **Sports Science Equipment for NS NIS Patiala**

**Bid Reference No. 2(11)/SAI/ES/SSE/2014-15/IFB-028**

**Dated: 10.03.2015**

**Date of sale of Bidding Document:**

From 10.03.2015 (1030 Hrs. To 1300 Hrs. and 1430 Hrs. to 1630 Hrs.) to 01.04.2015 upto 1300 hrs

**Place of sale of Bidding Documents:**

DDO (HQ),  
Sports Authority of India  
Jawaharlal Nehru Stadium Complex,  
Gate No.10, Lodhi Road,  
New Delhi-110003

**Pre Bid Meeting Date & Time:**

18.03.2015 at 1500 hrs

**Pre Bid Meeting Venue:**

Conference Hall,  
Sports Authority of India,  
Jawaharlal Nehru Stadium Complex,  
Gate No.10, Lodhi Road,  
New Delhi-110003

**Closing date and time for receipt of Bids:**

02.04.2015 at 1430 hrs

**Place of receipt of Bids:**

To be dropped in Tender Box, placed at ES Division, Sports Authority of India, Jawaharlal Nehru Stadium Complex, Gate No.10, Lodhi Road, New Delhi-110003

**Date and Time of opening of Techno – Commercial Bids:**

02.04.2015 at 1500 hrs

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**PART-1**

**BIDDING PROCEDURE**

**SECTION I**  
**SPORTS AUTHORITY OF INDIA**  
**JAWAHARLAL NEHRU STADIUM COMPLEX**  
**GATE NO.10, LODHI ROAD, NEW DELHI-110003**

Telephone: +91 – 11 – 24368163, 24368393, 24362756

Fax: +91–11–24362738

Website: <http://sportsauthorityofindia.nic.in/>

Bid Reference No.: **2(11)/SAI/ES/SSE/2014-15/IFB-029**

Dated 10.03.2015

**INVITATION FOR BIDS (IFB)**

1. Sports Authority of India, for and on behalf of the Director General, Sports Authority of India, invites sealed Bids for supply of following Goods & Services:

Brief Description of Goods	Amount of Bid Security in Rs. (or equivalent Foreign Currencies). To be furnished category wise.	Bidding Document Cost. (Rs.)
Sports Science & Sports Medicine Equipment (Anthropometry, Nutrition, Psychology, Sports Medicine & Physiotherapy)	(i). Physiology - Rs.90,000/- (ii). Biomechanics - Rs.62,000 /- (iii). Psychology - Rs.57,000/- (iv). GTMT - Rs.2,000/- (v). Biochemistry - Rs.40,000/- (vi). Anthropometry - Rs.2,000/- (vii).Sports Medicine - Rs.49,500/-	1000/-

2.

**Bid Reference No.2(11)/SAI/ES/SSE/2014-15/IFB-029**

**Dated: 10.03.2015**

**Date of sale of Bidding Document:**

From 10.03.2015 (1030 Hrs. To 1300 Hrs. and 1430 Hrs. to 1630 Hrs.) to 01.04.2015 upto 1300 hrs

**Place of sale of Bidding Documents:**

DDO (HQ),  
Sports Authority of India  
Jawaharlal Nehru Stadium Complex,  
Gate No.10, Lodhi Road,  
New Delhi-110003

**Pre Bid Meeting Date & Time:**

18.03.2015 at 1500 hrs

**Pre Bid Meeting Venue:**

Conference Hall,  
Sports Authority of India,  
Jawaharlal Nehru Stadium Complex,  
Gate No.10, Lodhi Road,  
New Delhi-110003

**Closing date and time for receipt of Bids:**

02.04.2015 at 1430 hrs

**Place of receipt of Bids:**

To be dropped in Tender Box, placed at ES Division, Sports Authority of India, Jawaharlal Nehru Stadium Complex, Gate No.10, Lodhi Road, New Delhi-110003

**Date and Time of opening of Techno – Commercial Bids:**

02.04.2015 at 1500 hrs

3. Bidding Documents may be purchased on payment of non-refundable Bid Document Cost as tabulated above in the form of account payee Demand Draft/Pay Order/Cashier's Cheque/Banker's Cheque, drawn in favour of "**Secretary, Sports Authority of India**", payable at "**New Delhi**".
4. If requested, the Bidding Documents will be mailed by Registered Post/Speed Post to the domestic Bidders and by international airmail to the foreign Bidders, for which extra expenditure per set will be Rs.100 for domestic post and Rs.500/- for international airmail. The Bidder is to add the applicable postage cost in the non-refundable bid fee mentioned in Para 3 above.
5. Bidder may also download the Bidding Documents from the web site- [www.sportsauthorityofindia.nic.in](http://www.sportsauthorityofindia.nic.in) & CPP Portal of Govt. of India i.e. [www.eprocure.gov.in](http://www.eprocure.gov.in) and submit its Bid by utilizing the downloaded document, along with the required non-refundable Bidding Document cost as mentioned in Para 3 above.
6. All prospective Bidders may attend the Pre-Bid meeting. The venue, date and time is indicated in the Para 2 above
7. Bidders shall ensure that their Bids, complete in all respects, are dropped in the Tender Box placed in the office of Director (ES), Sports Authority of India, Jawaharlal Nehru Stadium Complex, Gate No.-10 (next to MTNL Building), Lodhi Road, New Delhi-110003 on or before the closing date and time as indicated in the Para 2 above, failing which the Bids will be treated as late and rejected.
8. In the event of any of the above mentioned dates being declared as a holiday / closed day for the purchase organisation, the Bids will be sold/received/opened on the next working day at the appointed time.
9. The Bidding Documents are not transferable.

**(Sanjay Saraswat)**  
**Director (ES)**  
**For and on behalf of**  
**Director General, Sports Authority of India**

## SECTION - II

### INSTRUCTIONS TO BIDDERS (ITB)

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## SECTION – II

### INSTRUCTIONS TO BIDDERS (ITB)

#### A. PREAMBLE

##### 1. Introduction

- 1.1 The Purchaser has issued these Bidding Documents for purchase of goods and related services as mentioned in Section – V – “Schedule of Requirements”, which also indicates, *interalia*, the required delivery schedule, terms and place of delivery.
- 1.2 This section (Section II - “Instruction to Bidders”) provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids. It also includes the mode and procedure to be adopted by the Purchaser for receipt and opening as well as scrutiny and evaluation of Bids and subsequent placement of contract.
- 1.3 Before formulating the Bid and submitting the same to the purchaser, the Bidder should read and examine all the terms, conditions, instructions etc. contained in the Bidding Documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Bidding Documents may result in rejection of its Bid.

##### 2. Language of Bid

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

#### B. BIDDING DOCUMENTS

##### 3. Content of Bidding Documents

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

- Section II – Instructions to Bidders (ITB)
- Section III – Qualification Criteria & Performance Statement
- Section IV – Bidding Form
- Section V – Schedule of Requirements (SOR)
- Section VI – Technical Specifications
- Section VII – General Conditions of Contract (GCC)
- Section VIII – Contract Forms

##### 4. Amendments to Bidding Documents

- 4.1 At any time prior to the deadline for submission of Bids, the Purchaser may, for any reason deemed fit, modify the Bidding Documents by issuing suitable amendment(s) to it.
- 4.2 Such an amendment will be uploaded on website: <http://sportsauthorityofindia.nic.in> and CPP Portal of Govt. of India i.e. [www.eprocure.gov.in](http://www.eprocure.gov.in) only
- 4.3 Prospective Bidders are advised in their own interest to visit above mentioned website for any amendment etc. before submitting their Bids.

##### 5. Clarification of Bidding Documents

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

## C. PREPARATION OF BIDS

### 6. Documents Comprising the Bid

6.1 The **Two Bid System**, i.e. “Techno – Commercial Bid” and “Price Bid” prepared by the Bidder shall comprise the following:

#### A) **Techno – Commercial Bid (Un priced Bid):**

- i) Bid Security furnished in accordance with ITB clause 12.
- ii) Bid Submission Form as per Section IV (A).
- iii) Power of Attorney in favour of signatory of Bidding Documents
- iv) Bidder/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer’s Authorisation Form as per Section IV (D).
- v) The Technical Specifications of quoted goods alongwith relevant documents like technical data, literature, drawing etc.
- vi) The clause-by-clause commentary on the technical specifications /Deviation Statement in the Bid Document (Section-VI) vis-a-vis of quoted goods, clearly stating compliance or any variance.
- vii) Performance Statement as per Form in Section III.
- viii) Certificate of Incorporation of Bidder.
- ix) National Electronic Fund transfer (NEFT) Form as per Section IV (E) for payment in Indian Rupee, if applicable.

#### B) **Price Bid:**

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

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

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

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

6.5 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.

6.6 Bid sent by e-mail/fax/telex/cable/electronically shall be ignored.

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

### 7. Bid Currencies

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

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



## **8. Bid Prices**

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

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

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

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

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

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

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

Column 5(d): Charges towards Packing & Forwarding,

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

8.3.2 For goods offered from abroad, the prices under Column 5 in the corresponding Price Schedule shall be entered separately in the following manner:

Column 5(a): The price of goods quoted FOB/FCA at port/airport of loading as indicated in the Schedule of Requirements.

Column 5(b): The price of goods quoted CIP at port/airport of entry in India as indicated in the Schedule of Requirements and Price Schedule;

Column 5(c): The Customs Duty Exemption Certificate (CDEC) for imported sports goods/equipments as per Performa Invoice submitted in the tender will be provided by Sports Authority of India as per Govt. Of India Notification No. 146/94-Customs dated 13.07.1994 read with Notification No. 5/2010-Customs dated 19.01.2010, amended from time to time.

Column 5(d): The charges for Custom clearance and handling

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

Column 5(f): The price of goods quoted DDP (Delivery Duty Paid) at Purchaser site in India as indicated in the Schedule of Requirements, Price Schedule and Purchaser List as per INCOTERMS® 2010, however Customs Duty Exemption Certificate (CDEC) for imported sports goods/equipments as per Performa Invoice submitted in the tender will be

provided by Sports Authority of India as per Govt. Of India Notification No. 146/94-Customs dated 13.07.1994 read with Notification No. 5/2010-Customs dated 19.01.2010, amended from time to time.

#### 8.4 Additional information and instruction on Duties and Taxes:

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

#### 8.4.2 Octroi Duty and Local Duties & Taxes:

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

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

#### 8.4.3 Customs Duty:

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

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

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

### **9. Firm Price**

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

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

## **10. Alternative Bids**

- 10.1 Alternative Bids which are not meeting the Bid specifications, are not permitted and will be rejected.
- 10.2 However the Bidders can quote alternate models meeting the Bid specifications of same or different manufacturer with single Bid Security. In case Bidder quotes alternative models of different manufacturers, Manufacturer's Authorisation Form as per section IV (D) is required for each manufacturer.

## **11 Documents Establishing Bidder's Eligibility and Qualifications**

- 11.1 Pursuant to ITB clause 6, the Bidder shall furnish, as part of its Bid, relevant details and documents establishing its qualifications to perform the contract if its Bid is accepted.
- 11.2 The documentary evidence needed to establish the Bidder's qualifications shall fulfil the following requirements:
- a) In case the Bidder offers to supply goods, which are manufactured by some other firm, the Bidder has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The Bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.
  - b) The Bidder and manufacturer meets the qualification criteria incorporated in the Section III.

## **12. Bid Security**

- 12.1 The Bidder shall furnish along with its Bid, Bid Security for each category of equipment quoted for, for an amount as shown in the IFB in Section I. The Bid Security is required to protect the Purchaser against the risk of the Bidder's unwarranted conduct as amplified under sub-clause 12.7 below. Non submission of bid security will be considered as major deviation and Bid without bid security will not be considered.
- 12.2 In case as per Notification of Government of India if the Bidder falls in the category of exemption of Bid Security, it should furnish the relevant Notification along with required documents like valid Registration Certificate etc.
- 12.3 The Bid Security shall be furnished in one of the following forms:
- i) Account Payee Demand Draft
  - ii) Fixed Deposit Receipt
  - iii) Banker's cheque
  - iv) Bank Guarantee
- 12.4 The Demand Draft, Fixed Deposit Receipt or Banker's Cheque shall be drawn on any Commercial Bank in India or country of the Bidder, in favour of the "Secretary, Sports Authority of India", payable at "New Delhi". In case of Bank Guarantee, the same is to be provided from any commercial bank in India or country of the Bidder as per the format specified under Section IV (C) of Bid Documents.
- 12.5 The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the Bid. As validity period of Bid as per Clause 13 of ITB is 180 days, the Bid Security shall be valid for 225 days from Techno – Commercial Bid opening date.
- 12.6 Unsuccessful Bidders' Bid Security will be returned to them without any interest, after expiry of the Bid validity period, but not later than forty-five days after conclusion of the resultant contract. Successful Bidder's earnest money will be returned without any interest, after receipt of performance security from that Bidder.
- 12.7 Bid Security of a Bidder will be forfeited, if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid in any respect within the period of validity of its Bid without prejudice to other rights of the purchaser. The successful Bidder's Bid Security will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

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

### **13. Bid Validity**

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

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

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

### **14. Signing and Sealing of Bid**

14.1 The Bidders shall submit their Bids as per the instructions contained in ITB Clause 6.

14.2 Bid shall either be typed or written in 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.

14.3 The Bid shall be duly signed at the appropriate places as indicated in the Bidding Documents and all other pages of the Bid. The Bid 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 person signing the Bid shall initial the same. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the Bid.

14.4 The Bidder shall submit two copies of its Bid marking them as “Original” and “Duplicate”. Duplicate Bid shall contain all pages as per in Original Bid.

14.5 Bidding Document seeks quotation following **Two Bid System**, in two parts. First part will be known as ‘**Techno - Commercial Bid**’, and the second part ‘**Price Bid**’ as specified in clause 6 of ITB. Bidder shall seal Original and Duplicate copies of ‘**Techno - Commercial Bid**’ and put them in a cover super scribing ‘**Techno - Commercial Bid**’. Bidder will seal Original and Duplicate copies of ‘**Price Bid**’, and put them in a cover super scribed ‘**Price Bid**’. “**Bid reference number**” may be written on both these sealed covers. Both these sealed covers shall be put in a big cover super scribing and writing the “**Bid reference number**” and the address of the SAI on the envelopes. The sentence “**NOT TO BE OPENED before** \_\_\_\_\_” (The Bidder is to put the date & time of Bid opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, the SAI will not assume any responsibility for its misplacement, premature opening or late opening etc.

## **D. SUBMISSION OF BIDS**

### **15. Submission of Bids**

15.1 Unless otherwise specified, the Bidders are to deposit the Bids in the Tender Box kept for this purpose at a place as indicated in the IFB in Section-I.

15.2 The Bidders must ensure that they deposit their Bids not later than the closing time and date specified for submission of Bids. It is the responsibility of the Bidder to ensure that their Bids whether sent by post or by courier or by person, are dropped in the Tender Box by the specified clearing date and time. In the event of the specified date for submission of Bids falls on or is subsequently declared a holiday or closed day for the purchaser, the Bids will be received up to the appointed time on the next working day.

## **16. Late Bid**

A Bid, which is received after the specified date and time for receipt of Bids will be treated as “Late” Bid and will be ignored.

### **E. BID OPENING**

## **17. Opening of Bids**

- 17.1 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.
- 17.2 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.
- 17.3 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.
- 17.4 Two - Bid system as mentioned in Para 6 and 14 above 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. These Bids shall be scrutinized and evaluated by the Purchaser with reference to parameters prescribed in the Bidding Document. 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, Delivery Period, Bid Security and any other special features of the Bids, as deemed fit by the Bid opening official(s). Thereafter, in the second stage, the Price Bids of only the Techno - Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno – Commercial Bid. The prices, special discount if any of the goods offered etc., as deemed fit by Bid opening official(s) will be read out.

### **F. SCRUTINY AND EVALUATION OF BIDS**

## **18. Preliminary Scrutiny of Bids**

- 18.1 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.
- 18.2 Prior to the detailed evaluation of Price Bids, the Purchaser will determine the substantial responsiveness of each Bid to the Bidding Document. For purposes of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents including Technical Specifications without material deviations. However minor deviation and /or minor irregularity and/or minor non-conformity in the Bid, the Purchaser may waive the same.
- 18.3 If a Bid is not substantially responsive, it will be rejected by the Purchaser.

## **19. 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.

## **20. Conversion of Bid currencies to Indian Rupees**

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

**21. Evaluation for total requirement - “NOT APPLICABLE”**

**22. Comparison of Bids and Award Criteria.**

- 22.1 For comparison for ranking purpose for evaluation, the comparison of the responsive Bids shall be carried out on Delivery Duty Paid (DDP) at Consignee site basis (with CDEC as per clause 8.4.3) /Free Delivery at Consignee Site basis. The quoted AMC cost for subsequent 3 years after warranty period will also be added for comparison/ranking purpose for evaluation.
- 22.2 For domestic goods or goods of foreign origin located within India the various prices as brought out in Para 8.4.1 and stipulated in Price Schedule in format B (I) in Section IV (B), for goods offered from abroad the various prices brought out in Para 8.4.2 and stipulated in Price Schedule format B (II) in Section IV(B) The quoted AMC cost for subsequent 03 years after warranty period will also be added for comparison /ranking purpose for evaluation.
- 22.3 Cost of AMC will be loaded for ranking purpose at Net Present Value (NPC) considering discount rate of 10%.
- 22.4 The contract may be awarded to the Lowest responsive Bidder who meets the laid down Qualification Criteria in the Bid documents.
- 22.5 The Purchaser reserves the right to give the price preference/purchase preference as per the instruction in vogue while evaluating, comparing and ranking the responsive Bids. The Bidders claiming the same should enclose the concerned Notification of Govt. of India alongwith other relevant documents so as to establish their claim for such preferences.

**G. AWARD OF CONTRACT**

**23. Purchaser’s Right to accept any Bid and to reject any or all Bids**

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

**24. Variation of Quantities at the Time of Award/ Currency of Contract**

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

**25. Notification of Award**

- 25.1 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 & services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, quantity of the goods & services, and delivery period, corresponding prices accepted. The successful Bidder must furnish to the Purchaser the required Performance Security within twenty eight days from the date of despatch of this notification, failing which the bid security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided under GCC Clause 3 under Section VII.
- 25.2 The Notification of Award shall constitute the conclusion of the Contract.

**26. Issue of Contract**

- 26.1 Promptly after Notification of award, the Purchaser will mail the Contract Agreement as per Section VIII (A), duly completed and signed, in duplicate, to the successful Bidder by registered / speed post.
- 26.2 The successful Bidder shall return the original copy of the contract, duly signed and dated, to the Purchaser by registered/speed post within twenty eight days from the date of issue of the contract.
- 26.3 The Purchaser reserves the right to issue the Notification of Award Purchaser wise and schedule wise.

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

Failure of the successful Bidder in providing Performance Security and / or returning contract copy duly signed in terms of ITB clauses 25 and 26 above shall make the Bidder liable for forfeiture of its bid security and, also, for further actions by the Purchaser against it as per the clause 17 of GCC – Termination of default in Section-VII and other administrative actions as deemed fit by the purchaser.

**28. Corrupt or Fraudulent Practices**

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

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

**SECTION – III**  
**QUALIFICATION CRITERIA & PERFORMANCE STATEMENT**

**(A) QUALIFICATION CRITERIA**

**Bid Reference No.:** \_\_\_\_\_

01. The Bidder must be a Manufacturer or its authorized Agent.

Sl. No.	Qualification Criteria	
(i).	Average Annual Turn Over of Manufacturers/Bidders – during the last three years.	Rs.1.00 Crore or equivalent in Foreign Currency
(ii).	Proven past performance of Bidder of supplying satisfactory to sports stadiums / sports academies/ sports federations/ sports training centres in last 03 years.	As per quantity of items mentioned in the Schedule of Requirement Section-V
(iii).	Quality Assurance Certification for manufacture: ISO 9000 or equivalent/preferred.	
(iv).	The manufacturer should be manufacturing similar equipments since more than last five (05) years.	
(v).	The manufacturer / Supplier should have a full fledged service force and installation base for the quoted equipment with experience of after sales service of One (01) year.	

02. In support of above, the Bidder shall furnish required documents, Performance Statement as per proforma in Section-III 'B',.



### SECTION- III

#### (B) PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last three years)

Bid Reference No. : \_\_\_\_\_

Date of opening : \_\_\_\_\_

Name and address of the Bidder : \_\_\_\_\_

Name and address of the manufacturer : \_\_\_\_\_

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

Signature and seal of the Bidder

**Note:**

1. Purchaser reserves the right to ask the manufacturer as well as the Bidder to furnish Order copies and satisfactory Purchaser Certificate in respect of above.
2. The Purchaser reserves the right to ask for a free demonstration of the quoted equipment at a pre determined place acceptable to the Purchaser for technical acceptability as per the Bid specifications, before the opening of Price Bid.

## SECTION - IV

### (A) BID SUBMISSION FORM

Date\_\_\_\_\_

To

Sports Authority of India  
Jawaharlal Nehru Stadium Complex,  
Gate No.10, Lodhi Road,  
New Delhi-110003

Ref.: Your Bidding Document No. \_\_\_\_\_ dated \_\_\_\_\_

We, the undersigned have examined the above mentioned Bidding Document, including amendment/corrigendum No. \_\_\_\_\_, dated \_\_\_\_\_ (*if any*), the receipt of which is hereby confirmed. We now offer to supply and deliver\_\_\_\_\_ (*Description of goods and services*) in conformity with your above referred document for the sum as shown in the price schedule(s), attached herewith and made part of this Bid.

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

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

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

We agree to clause Fall Clause at S. No. 21 of General Conditions of Contract as per Section VII.

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

We confirm that we 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) PRICE SCHEDULE**

**(I) PRICE SCHEDULE FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED IN INDIA**

1 Schedule	2 Brief Description of Goods	3 Quantity (Nos)	4 Country of Origin	5 Price per unit (Rs.)					6 Total Price on Free Delivery at Purchaser's site.** (Rs.)  3 x 5(f)	
				Ex - factory/ Ex - warehouse /Ex-showroom /Off - the shelf	Excise Duty (if any) [%age & value]	Sales Tax/CST VAT/ CENVAT (if any) [%age & value]	Packing and Forwarding charges	Inland Transportation, Insurance loading/ unloading and Incidental costs till Purchaser's site		Price on Free delivery at Purchaser's site**
				(a)	(b)	(c)	(d)	(e)		(f) =a+b+c+d+e
I	Sports Science Equipment (Physiology, Biomechanics, Psychology, GTMT, Biochemistry, Anthropometry & Sports Medicine) as listed in Section-'V' – Schedule of Requirements and as per Technical Specification in Section-VI.									
II	Cost of Annual Maintenance contract alongwith list & cost of consumables / spare parts & software up-gradation (if any) for subsequent 03 years (after two years guarantee / warranty).									

Total Bid price in Rupees: \_\_\_\_\_

In words: \_\_\_\_\_

The above prices quoted are for supply, installation, commissioning and onsite training for operation of equipment with warranty period of **Two Years** from the date of acceptance by Purchaser

Delivery Period: \_\_\_\_\_ (Insert earliest delivery period) from the date of signing of the Contract. The Delivery Period shall be essence of Contract.

Place: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature of Bidder \_\_\_\_\_  
Name & Designation \_\_\_\_\_  
Business Address \_\_\_\_\_  
Seal of the Bidder \_\_\_\_\_

**Note:** If there is a discrepancy between the unit price and total price the unit PRICE shall prevail.

**SECTION – IV**

**(B) PRICE SCHEDULE**

**(II) PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD**

1 Schedule	2 Brief Description of Goods	3 Quantity (Nos)	4 Country of Origin	5 Price per unit (Currency)						6 Total price on DDP* at Purchaser's site  3X 5 (f)
				FOB /FCA price at port/ airport of Loading	CIP price at port/ airport of entry	Custom Duty* CDEC* will be provided by SAI	Customs Clearance & Handling **	Loading/ Unloading, Inland transportation, inland Insurance and Incidental costs till Purchaser's site**	Unit Price on DDP* at Purchaser's site	
				(a)	(b)	(c)	(d)	(e)	(f) =a+b+c+d+e	
I	Sports Science & Sports Medicine Equipment (Physiology, Biomechanics, Psychology, GTMT, Biochemistry, Anthropometry & Sports Medicine) as listed in Section-‘V’-Schedule of Requirements and as per Technical Specification in Section-VI.									
II	Cost of Annual Maintenance contract alongwith list & cost of consumables / spare parts & software up-gradation (if any) for subsequent 03 years (after two years guarantee / warranty).									

\* The bidders may quote DDP final destination (Purchaser Site) as per INCOTERMS @ 2010. However, Customs Duty Exemption Certificate (CDEC) for imported sports goods/equipments as per Performa Invoice submitted in the tender will be provided as per Govt. Of India Notification No. 146/94-Customs dated 13.07.1994 read with Notification No. 5/2010-Customs dated 19.01.2010, amended from time to time.

\*\* To be paid in Indian Currency (Rs.)

Total Bid price in foreign currency: \_\_\_\_\_ In words: \_\_\_\_\_

The above prices quoted are for supply, installation, commissioning and onsite training for operation of equipment with warranty period of **two (02) years** from the date of acceptance by Purchaser

Delivery Period: \_\_\_\_\_ (Insert earliest delivery period) from the date of opening of L/C as per Contract. The Delivery Period shall be essence of Contract.

Indian Agent Name & Address (if any): \_\_\_\_\_

Indian Agency Commission - \_\_\_% of FOB (included in above quoted prices) PAN No. of Indian Agent: \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

Name & Designation \_\_\_\_\_

Business address \_\_\_\_\_

Seal of the Bidder \_\_\_\_\_

Note: - If there is a discrepancy between the unit price and total price the unit PRICE shall prevail.

**SECTION – IV**  
**(C) BANK GUARANTEE FORM FOR BID SECURITY**

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

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

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

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

\_\_\_\_\_  
(Signature of the authorised officer of the Bank)

\_\_\_\_\_  
Name and designation of the officer

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

**SECTION –IV**  
**(D) MANUFACTURER’S AUTHORISATION FORM**

To

Sports Authority of India  
Jawaharlal Nehru Stadium Complex,  
Gate No.10, Lodhi Road, NEW DELHI-110003

Dear Sirs,

Ref. Your Bidding Reference No \_\_\_\_\_, dated \_\_\_\_\_

We, \_\_\_\_\_ who are proven and reputable manufacturers of \_\_\_\_\_ (*name and description of the goods offered in the Bid*) having factories at \_\_\_\_\_, hereby authorise Messrs \_\_\_\_\_ (*name and address of the agent*) to submit a Bid, process the same further and enter into a contract with you against your requirement as contained in the above referred Bidding Documents for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs. \_\_\_\_\_ (*name and address of the above agent*) 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 Documents for the above goods manufactured by us.

We also hereby extend our full warranty of **Two (02) Years** from acceptance of goods by Purchaser as per Clause 11 of General Conditions of Contract. We further confirm that we shall continue to supply spare parts, software up-gradation for 03 years after guarantee/warranty.

Yours faithfully,

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

[Name & address of the manufacturers]

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

2. Original letter may be enclosed.

**SECTION – IV**  
**(E) NEFT MANDATE FORM**

From: M/s.

Date:

To

Executive Director (Finance)  
Sports Authority of India

**Sub: NEFT PAYMENTS**

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

**NATIONAL ELECTRONIC FUNDS TRANSFER MANDATAE FORM**

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

\_\_\_\_\_  
\_\_\_\_\_  
[Signature with date, name and designation]

For and on behalf of Messrs \_\_\_\_\_

[Name & address of the manufacturers]

Confirmed by Bank

Enclosed a copy of Crossed Cheque

## **PART-2**

# **SUPPLY REQUIREMENTS**



**SECTION - V**  
**SCHEDULE OF REQUIREMENTS**

**Part I:**

S.No.	Description of Item (As per Tech. Specification in Section-VI)	Total Qty. (in Nos.)
<b>1.</b>	<b>Physiology:</b>	
(i).	Metabolic Gas Analyzer Stationary - Lab model with Bicycle – Ergometer & Treadmill	01
(ii).	Oxymon Near Infrared Tissue spectroscopy	01
<b>2.</b>	<b>Biomechanics:</b>	
(i).	Force Platform with preferably inbuilt amplifier; Software for force platform; Desktop for force platform coloured Printer	01
<b>3.</b>	<b>Psychology:</b>	
(i).	Compact 8 channel Multimodality computerised biofeedback system alongwith basic assessment and accessories/sensors.	01
(ii).	Whole-Body Reaction Time Apparatus (Imported)	01
(iii).	Photoelectric Rotary Pursuit (Imported)	01
(iv).	Flicker Fusion Test (Imported)	01
(v).	Computerized Audio-Visual Reaction Time and Movement Time Apparatus (Imported)	01
(vi).	Anticipation/ Time Apparatus (Imported)	01
(vii).	Two Arm Coordination Test (Imported)	01
(viii).	Hand Steadiness Test (Imported)	01
(ix).	Electronic Tachistoscope (Imported)	01
(x).	Peripheral Vision Tester (Imported)	01
<b>4.</b>	<b>GTMT</b>	
(i).	Grip Dynamometer (Indian/Imported)	01
(ii).	Back Dynamometer (Indian/Imported)	01
(iii).	Sit and Reach Box (Indian / Imported)	01
(iv).	Broad Jump Mat (Indian / Imported)	01
(v).	Vertical Jump Mat (Indian/Imported)	01
(vi).	Calibrated Shoulder Flexibility Rod (Indian/Imported)	01
<b>5.</b>	<b>Biochemistry</b>	
(i).	Fully Automated Chemiluminescence Immunoassay Analyzer (Imported)	01
(ii).	5 Part Fully Automatic Hematological Analyzer (Imported)	01
(iii).	Fully Automatic Electrolyte Analyzer (Imported)	01
<b>6.</b>	<b>Anthropometry</b>	
(i).	Digital Stadiometer	01
<b>7.</b>	<b>Sports Medicine &amp; Medical Center</b>	
(i).	Electro myography-portable	01
(ii).	Extra Corporeal Shockwave Therapy Unit (Imported)	01
(iii).	Low Intensity Pulsed Ultrasound (LIPUS)	01

- Note: 1. Installation commissioning & onsite training for operation of equipment, wherever applicable, shall be provided by the supplier free of cost.**
- 2. Equipment/items should conform to FDA/CE quality standards wherever applicable.**
- 3. Bidders are requested to quote rates for three (03) years AMC after expiry of two (02) years warranty wherever required.**
- 4. Software up-gradation, if any, during the Guarantee/Warranty shall be provided by the Supplier free of cost.**

## Part II: Required Delivery Schedule:

### a) For domestics goods or goods of foreign origin located in India

Stores are required within two (02) months from date of signing of contract. It may be noted that date of delivery shall be essence of contract, hence bidders are advised in their own interest to quote their guaranteed delivery period.

For this purpose, date of receipt of equipment by consignee shall be considered as the actual date of delivery.

### b) For goods to be Imported from abroad with terms of delivery of DDP Purchaser site Incoterms ® 2010

Stores are required within two (02) months from date of signing of contract. However, the Bidders may quote their earliest Delivery Period from the date of opening of L/C as per Contract.

For this purpose, date of receipt of equipment by consignee shall be considered as the actual date of delivery.

## Part III:

Required Terms of Delivery

### a) For domestics goods or goods of foreign origin located in India

Free Delivery to the consignee's site.

### b) For goods to be imported from abroad

The foreign Bidders are required to quote their rates on DDP Purchaser site Incoterms ® 2010 giving breakup of the price as per the Proforma prescribed in the Price Schedule in section IV. However Customs Duty Exemption Certificate (CDEC) for imported sports goods/equipments as per Performa Invoice submitted in the tender will be provided by Sports Authority of India as per Govt. of India Notification No. 146/94-Customs dated 13.07.1994 read with Notification No. 5/2010-Customs dated 19.01.2010, amended from time to time.

## Part-IV: Consignee Details:

<b>Dr. Rajdeep Kaur, Dean</b> Sports Authority of India, Netaji Subhash National Institute of Sports, Old Moti Bagh, Patiala – 147 001. <b>Mob.: 08146028423</b>	<b>Tel.:0175-2215289 / Fax: _____</b> <b>E-mail: <a href="mailto:drrajdeepkaur@yahoo.com">drrajdeepkaur@yahoo.com</a></b>
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**SECTION-VI**

**TECHNICAL SPECIFICATIONS**

## Section-VI

### TECHNICAL SPECIFICATIONS

Item No.	Description of Article	Generalized & Broad based Technical Specifications	Qty Reqd. (Nos.)
<b>1. Physiology</b>			
(i)	Metabolic Gas Analyzer Stationary - Lab model with Bicycle – Ergometer & Treadmill	<p>It should have capacity to perform anaerobic threshold, oxygen kinetics and other derived parameter, spirometer and intergrated pulse oximetry.</p> <p>The System should have</p> <ul style="list-style-type: none"> <li>- Digital bi directional turbine</li> <li>- Paramagnetic oxygen sensor</li> <li>- Infrared carbon-dioxide sensor</li> <li>- Temperature, pressure and humidity sensor</li> <li>- Software Compatibility</li> </ul> <p>The system should be designed for windows XP/Vista and be capable of interfacing with a wide range of treadmills and cycle ergometers to carry out ergometer control via the interface in terms of protocols. It should be capable to carryout tests as outlined above should be supplied with the equipment.</p> <p>Interface capabilities Gas analyzer should be able to communicate with bi-cycle &amp; treadmill through software. The software should be capable of interfacing via RS 232 and USB ports with a wide bicycle-ergometer (reads actualwork load and rpm, analog or digital) should be possible through the system software. The software should read ECG values, oxygen saturation, blood pressure values.</p> <p>Accessories The system should be supplied with all essential accessories for carrying out above mentioned tests including adult 3 size masks, children 2 size masks, calibration kit, rechargeable batteries leads for 12 lead ECG, cables for interfacing with computer.</p> <p>Consumables List of consumables essential for functioning of equipment along with shelf life including ECG leads should be clearly outlined</p>	1
(ii)	Oxymon Near Infrared Tissue spectroscopy	<p><b>Main parameters</b> measure changes in oxygenation in muscle and brain tissue. Measures oxy-,deoxy- and total hemoglobin concentration changes and oprionally absolute concentrations and tissue saturation index</p> <p><b>The system should have</b> Fast data collection of 50 Hz standard upto 250Hz</p> <p>Easily accessible raw data (optical densities) Standard configuration with two wavwlength per channel, upto 6 wavelenghts Data collection via PC using a USB Simultaneous collection of physiological data Compact, transportable device Unlimited data storage</p> <p><b>Software compatibility</b> Software should be compatible with windows xp or windows 7</p> <p><b>Interface capabilities</b> RS 232interface</p> <p><b>Accessories</b> The system should be supplied with all essential accessories for carrying out above mentioned tests including Fibres</p>	1

		(upto 10 meters long), custom made holders, AD board, for analogue input signals, AD output box, E-prime computer interface to synchronize the NIRS data E-prime stimuli, The Uroscale a special weight scale with a bluetooth connection to the computer. <b>Consumables</b> List of consumables required also may be mentioned	
<b>2. Biomechanics</b>			
(i)	Force Platform with preferably inbuilt amplifier; Software for force platform; Desktop for force platform coloured Printer	Piezoelectric sensors, must sense force up to at least 12000 N, High Overload 0Capacity, Corrosion  Data acquisition and analysis tool with performance module, data export and import in various formats, normalization, comprehensive statistics. Must show graphs of Ground Reaction Forces, Jump Force, Power, Jump Height, Force Gradient, Acceleration, Work, Energy and Impulse. Language- English	1
<b>3. Psychology</b>			
(i).	Compact 8 channel Multimodality computerised biofeedback system alongwith basic assessment and accessories/sensors.	Multi- modular system (GSR, Pulse Respiration, Temperature, EMG), Training modules sensors with latest configuration Load upto 5 feedback screens bar session. Physiology with synehronized video Powerful trend s reports Enhanced 3D graphics Sound feedback	1
(ii).	Whole-Body Reaction Time Apparatus (Imported)	Measurement equipment for delay time in whole body reaction against light impulse	1
(iii).	Photoelectric Rotary Pursuit (Imported)	<b>Power supply</b> 24 VDC @ 4 <sup>a</sup> <b>Speed Range</b> :- 5 to 70 RPM <b>Test time</b> :- 1 to 9,999 sec. with 1 sec resolution <b>Rest Time</b> :- 1 to 9,999 sec. with 1 sec resolution <b>No of cycles</b> :- 1 to 99 <b>On target timer</b> :- 0 to 9,999 sec. with 1 ms resolution <b>Off target timer</b> :- 0 to 9,999 sec. with 1 ms resolution	1
(iv).	Flicker Fusion Test (Imported)	Voltage:- 220 V Variable light intensity Flicker rate:- 5 to 50 flashes per second Bright LED frequency display Answer back light	1
(v).	Computerized Audio-Visual Reaction Time and Movement Time Apparatus (Imported)	The powerful intergration should allow noiseless two-way communications, audible stimulus presentation, subject monitoring, and on-the -fly digital recording.	1
(vi).	Anticipation/ Time Apparatus (Imported)	<ul style="list-style-type: none"> <li>• Different starts and ending speeds may be set for Acceleratoin or Deceleration</li> <li>• Storage of all test settings</li> <li>• Any light on the runway can be selected as a target light</li> <li>• Number of lights per runway: 16</li> <li>• Distance between lights:10mm diameter</li> <li>• Light color: Yellow for cue, all others red</li> <li>• Maximum number of runways:40</li> <li>• Power supply: 9V, wall mount transformer</li> </ul>	1

(vii).	Two Arm Coordination Test (Imported)	<ul style="list-style-type: none"> <li>Record the no. Of errors and a stop clock to record the amount of time outside the path.</li> <li>Battery operated impulse counter that works silently.</li> </ul>	1
(viii).	Hand Steadiness Test (Imported)	<ul style="list-style-type: none"> <li>Metal-tipped stylus along a narrowing channel without touching the sides.</li> <li>The channel width can be adjusted for varying difficulty.</li> <li>Centimeter markings along the edge allow measurement of a subject's performance.</li> </ul>	1
(ix).	Electronic Tachistoscope (Imported)	LCD and keyboard control plus digital joystick for controlling displacement. High intensity LED light Allows for time and accuracy measurements.	1
(x).	Peripheral Vision Tester (Imported)	<ul style="list-style-type: none"> <li>Should be designed for rapid and concise measurement of visual performance.</li> <li>The subject's eyes perform by using the 12 test slides-included with each unit.</li> </ul>	1
<b>4. GTMT</b>			
(i)	Grip Dynamometer (Indian/Imported)	Force measurement upto 150 kg 0.1 kg accuracy Range:5.0.1.00kgs, 4 Digits LCD display Auto stop after one minute, should display each measurement and the average, Lithium cells, Service temperature range 0 to 40 degree Celsius.	1
(ii)	Back Dynamometer (Indian/Imported)	Range 20-300 Kgs, 4 Digits LCD display Auto stop after one minute, Should display each measurement and the average, Lithium cells, Service temperature range- 0 to 40 degree Celsius.	1
(iii)	Sit and Reach Box (Indian / Imported)	Rust proof, long lasting Metal, 30 cm h X 30 cm w X 40 cm 1, Box with adjustable height will be preferred Device contains a slide bar and scale with visible marking. The scale is in both inches and centimeters	1
(iv)	Broad Jump Mat (Indian / Imported)	Thick foam rubber of min ½ INCH thickness non slip with measuring in cm.	1
(v)	Vertical Jump Mat (Indian/Imported)	Thick foam rubber mat with waist belt and measuring tape Possible to measure more than 3.5 m height, Non slip	1
(vi)	Calibrated Shoulder Flexibility Rod (Indian/Imported)	Extruded aluminum circular rod with calibration in centimeters, in 1.5 m long. With storage box	1
<b>5. Biochemistry</b>			
(i)	Fully Automated Chemiluminescence Immunoassay Analyzer (Imported)	<ol style="list-style-type: none"> <li>Detection Unit: Low noise PMT (Photomultiplier Tube)</li> <li>Sensitivity: HRP <math>1 \times 10^{-18}</math>, ALK Phos <math>1 \times 10^{-21}</math> M/L</li> <li>Dynamic Range: <math>10^6</math> RLU</li> <li>Display: Interactive touch screen 3.5 inch (8cms) LCD, color graphic display</li> <li>Spectral response range: 300 to 650 nm</li> <li>Peak Wavelength: 400nm</li> <li>Printer attachment: Thermal dot matrix with graphic capability, approx. 29 characters per line.</li> <li>Detection Mode: Glow luminescence</li> <li>Carrier format: Strip carrier can hold three 12 wells strip (break apart)</li> <li>Vessel: Single or break apart strip, upto 12 wells/strip, 1,36 well loading capacity</li> <li>Calculation mode: relative light units, single standard, factor, multiple point calibration with point to point or cubic spline with curve storage, linear regression with log, linear and log- logit selection and cutoff mode selection.</li> </ol>	1

		<p>12. Software: preloaded EASYCAL™ Software, Preprogrammed Monobind acculite Assays. Exclusive 2 point recalibration mode.</p> <p>13. New programs: 40 free position provided for programming new program.</p> <p>14. Test menu: Store al parameters including calculation, unit codes, ranges, interpretation, calibrator value, test names and previous curve. Standardized for endocrine immunoassays, cancer markers, infectious diseases, cardiac markers, steroids, vitamins etc.</p> <p>15. Compatibility: Compatible with VAST enabled CLIA reagent.24 parameters from a single streptavidin biotin based immunoassay kit having third generation state-of-the art assay sensitivity.</p> <p>16. Speed: Read, calculates and prints result in approximately 30 second per 12 wells strip.</p> <p>17. AND Technology : Automated noise discriminator to achieve high signal to noise ratio</p> <p>18. Cross talk: Less than <math>2.5 \times 10^{-4}</math></p> <p>19. Zero crosstalk: Titanium reaction cells eliminate crosstalk between two reaction cells.</p> <p>20. TDAS: Tetrad dynode amplification system for a super compact PMT having extremely high sensitivity inbuilt data management system.</p> <p>21. Other feature: Inbuilt data management system, Test wise result print out, fast and easy interpretation of results, extrapolation of high value sample results, types of curve: Qualitative ,quantitative immunometric &amp; competitive measurements, standard curve calculation, master curve, reference curves (Upto 8 calibrators &amp; 2 replicates), curve fit (option to use curve smoothing )&amp; 2 point recalibration.</p> <p>22. Interface: USB mouse, USB port used for thumbs drive interface for firmware updates.</p> <p>23. Microprocessor: eZ80,64K EEPROM</p> <p>24. Memory: 786k bytes flash memory, 1 MB static RAM memory</p> <p>25. Interface: USB mouse, USB port used for thumbs drive interface for firmware updates.</p> <p>26. Power requirements: 220-240 volts, 50-60 Hz, 50 Watts</p> <p>27. Recommended operating temperature: Less than 80%</p> <p>28. Storage temperature: 10 to 50<sup>0</sup> C</p> <p>29. Enclosure: Painted flame-retardant ABS plastic cover and base</p> <p>30. Dimensions: Approximately 24 x 34 x13 cm, weight: 2.3 kg.</p> <p>31. Regent kit should be multi-parameter more than 36 in a single kit operated</p> <p>32. UPS should be provided for proper functioning</p> <p><b>NOTE:-</b></p> <p><b>1. Instrument Company should be marketing and functioning since past 5 years.</b></p> <p><b>2. The manufacturer / supplier should have a full-fledged service force and installation base for the quoted equipment.</b></p>	
(ii)	5 Part Fully Automatic Hematological Analyzer (Imported)	<p>1. <b>Principle</b> : Electrical impedance method for accurate &amp; precise WBC, RBC, PLT counting, Flow cytometry (FCM), Semi-conductor Laser Scatter, Diode based LASER Technology, chemical dyemethod, independent basophil channel .</p> <p>2. <b>Photometry</b> – LED based technology for hemoglobin</p> <p>3. <b>Parameters:</b> Namely- WBC, RBC, HGB, HCT, MCV, MCH, MCHC, PLT, LYM, MON, NEU, EOS, BAS, LYM%, MON%, NEU%, EOS%, BAS%, RDW-SD, RDW-CV, PDW-SD, PDW-CV, MPV, PCT, LIC%, LIC#, ALY%, ALY#</p> <p>4. <b>Plus:</b> 2 scatter-grams – WBC 5 part differential &amp; WBC/Baso, 3 histograms – RBC &amp; PLT</p> <p>5. <b>Throughput:</b> 60 tests / hour</p> <p>6. <b>Sample volume:</b> 20µl of whole blood in open &amp; closed mode</p> <p>7. <b>Test Mode:</b> CBC, CBC+Diff.</p> <p>8. <b>Chambers:</b> Dual chamber advanced system for higher accuracy &amp; precision</p>	1

		<p>9. <b>Reagent System:</b> Environment-friendly reagents, Auto Clean Modes Unique ZAP* technology with each analysis cycle. Chemical cleaning of the aperture, Back-flush using high-pressure</p> <p>10. <b>Data capacity:</b> Up to 1,00, 000 results with all scatter-grams &amp; histograms</p> <p>11. <b>Safety:</b> Sampling using advanced sample holder</p> <p>12. <b>Operating Environment:</b> Temperature 15°C to 30°C, Humidity : 30 to 85%, Air Pressure: 70 to 106 kpa</p> <p>13. <b>Power Requirement:</b> AC 100-240V, 300VA, 50/60Hz</p> <p>14. Optional auto sampler (up to 100 samples in 10 racks)</p> <p>15. Peripheral ports USB interface (4) &amp; PS/2, Support for host computer, Support for USB or PS/2 keyboard (optional), Support for external printers (hp DeskJet, LaserJet), Support for hand-held barcode reader (optional)</p> <p>16. Data back-up method USB mass storage device</p> <p>17. Software upgrade method Via USB port (using USB mass storage)</p> <p>18. <b>User interface &amp; Display:</b> Full colour LCD touch-screen with high contrast ratio Status LED</p> <p>19. UPS should be provided for proper functioning</p> <p><b>NOTE:-</b></p> <p><b>1. Instrument Company should be marketing and functioning since past 5 years.</b></p> <p><b>2. The manufacturer / supplier should have a full-fledged service force and installation base for the quoted equipment.</b></p>	
(iii)	Fully Automatic Electrolyte Analyzer (Imported)	<p>Technology: The most advanced ionic selective electrode (ISE)</p> <p>Features- Compact, economical &amp; easy to use, Excellent precision &amp; reliability, Long life high performance, Maintenance- free electrodes, automatic sampling, washing &amp; calibration</p> <p>Sample: Serum/Plasma/Whole Blood/Urine/CSF</p> <p>Test Items: K. Na. CL. Ca. PH</p> <p>Sample Volume: 80-150ul Reagent Volume: 1ml Throughput: 60-80 samples/hour Printer: Inner Thermal Printer Display: Large LCD Storage: up to 1000 tests Interface: RS-232 Working Conditions--- Temperature: 15-30 Humidity: 20%--80% Power Requirement: 220V+(-)10%,50/60 HZ, 80W</p> <p><b>NOTE:-</b></p> <p><b>1. Instrument Company should be marketing and functioning since past 5 years.</b></p> <p><b>2. The manufacturer / supplier should have a full-fledged service force and installation base for the quoted equipment.</b></p>	1
6.	<b>Anthropometry</b>		
(i).	Digital Stadiometer	<p>Measuring range up to 220 cm Accuracy: up to 1mm Digital display</p>	1



7.	<b>Sports Medicine and Medical Centre</b>		
(i)	Electro myography- portable	<p>Main parameters  Bio-feedback SEMG-Biofeedback  SEMG Muscle Function Evaluation  Static Force Tests  Other related parameters  Handgrip Force Test  ROM Measures  Impact/Acceleration  Gait Analysis  Jump Test  The System should have  - Per channel Bandwidth  - 20-500 Hz for EMG  - DC-500 Hz for other sensors  - 16 bit resolution on all measurements  - Real time sampling at 1000 sample/sec/channel  - 1D Mechanical, 2D Electrical goniometers (for simple or compound joint ROM)  - 2D Inclinometers (for head, neck or spine ROM)  The system should be designed for window XP/Vista and be capable of interfacing with a wide range of specification of the SEMG machine. It should be capable to carry out tests as outlined above should be supplied with the equipment.  Features for PC  Up to 4 channels of SEMG or motion/force sensors  - Bluetooth or USB cable transmission  - Audio and video tutorials  - DV Video synchronization  - Comprehensive reports, programmable sessions  Accessories  USB A/D Converter, Nor BNC, signal Isolation Unit, USB Isolated A/D System  Multi- Tester, Impedance Checker, Fine-wire Adaptor, Electrodes  Consumables  List of consumables essential for functioning of equipment along with shelf life including EMG leads should be clearly outlined</p>	1
(ii)	Extra Corporeal Shockwave Therapy Unit (Imported)	<p>Electro-Pneumatic based with 2 output channels.  Ballistic shock wave generation system.  Adjustable Pneumatic and operating Pressure 0 to 5 Bar.  Shockwave frequency -1-21Hz  Max energy flow density – 55 mj/mm<sup>2</sup>  Penetration depth – at least 50mm  Continuous and Multiple Pulse Operating Mode  Repetition rate for Pulse Mode of 1-10 Hz  Compressed Air Supply range of 5-6 bar  LCD/LED display  The unit should work on 230 VAC &amp; 50 Hz and 400 W power  Visual evaluation process by VAS scores.  In-built preset indication list and patient database.  Supplied with the following probe as standard.</p> <ol style="list-style-type: none"> <li>a) 10mm radial</li> <li>b) 15mm focus</li> <li>c) 15mm trigger</li> <li>d) 36mm planner</li> </ol>	1
(iii)	Low Intensity Pulsed Ultrasound (LIPUS)	<p>Three step output control  Simultaneous therapy of multiple areas with 2- channel output  Capability  Easy probe attachment with dedicated probe retainer  AC or battery operation  Excellent BNR (Beam non uniformity ration) and ERA for safe, effective therapy  Light weight and compact  Ultrasound frequency – 1,5 MHz, 0.7 MHz</p>	1

		<p>Modulation signal burst width -200,usec.  Pulse duty- 20%  Repetition rate- 100 Hz/1.0 kilohertz  Spatial avg.-temporal avg. 20m W/cm2, 45 m W/cm 2,60  M W/ cm2 (SATA)  Timer- 20-30 min  Power supply DC 4.8 V, 4 nickel metal hydride rechargeable  Batteries, DC 5 V, AC adaptor</p> <p><b>Accessories</b>  Ultrasound probe retainers for use with and with casts  Ultrasound probe (1.5 MHz/0.75 MHz)  AC adaptor  Power cable for AC adaptor  Carry bag</p>	
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**PART-3**

**CONTRACT**

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

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## SECTION - VII

### 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 V and Technical Specification under Section VI of this document.

#### 2. Country of Origin

The word “origin” incorporated in this clause means the place from where the goods are manufactured, produced or processed.

#### 3. Performance Security

- 3.1 Within twenty eight (28) days from date of the issue of Notification of Award by the purchaser, the supplier, shall furnish performance security to the Purchaser for an amount equal to five percent (5%) of the total value of the contract, valid up to sixty days after warranty period **(02) Two Years + (03) Three Years for AMC = (05) Five Years** from the date of acceptance of the goods by the consignee.
- 3.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in Section VIII (B) of this document in favour of the purchaser.
- 3.3 In the event of any amendment issued to the contract, regarding extension of Delivery Period, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 3.4 The Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier’s all contractual obligations including the warranty obligations & AMC.

#### 4. Technical Specifications and Standards

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

#### 5. Packing and Marking

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.

#### 6. Inspection, Testing and Quality Control

- 6.1 The Contractor should satisfy them-selves that the stores 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 before actually delivering the store to the consignee.
- 6.2 In normal course the Stores will be supplied by the contractor on the basis of Manufacturer’s own Pre-despatch Inspection Certificate.

- 6.3 The Purchaser and/or its nominated representative(s) will, 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).
- 6.4 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.
- 6.5 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.
- 6.6 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.
- 6.7 The purchaser's/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.
- 6.8 Goods accepted by the purchaser/Purchaser and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/Purchaser's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 11.

## **7. Terms of Delivery**

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

## **8. Insurance:**

- 8.1 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:
- i) Wherever necessary, the goods supplied under the contract shall be fully insured in a freely convertible currency in the manner specified in the contract. If considered necessary, the insurance may be done for coverage on "all risks" basis including war risks and strike clauses. The amount to be covered under insurance should be sufficient to take care of the overall expenditure, which may be incurred due to any such damage, loss etc.
  - ii) where delivery of imported goods offered from abroad is required by the Purchaser on CIF/CIP/DDP basis, the supplier shall arrange for insurance for an amount equal

to one hundred and ten percent of the CIF or CIP value of the goods from “warehouse to warehouse” (final destination) on “all risks” basis including war risks and strikes and pay for the insurance, making the Purchaser as the beneficiary.

- iii) The Insurance related to Terms & Conditions of Contract will be as per INCOTERMS.

#### **9. Incidental services:**

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

- i) Installation and Demonstration of the goods
- ii) On Site Training of Purchaser’s Staff.
- iii) Supplying required number of operation & maintenance manual for the goods supplied.

#### **10. Despatch Documents for Goods Imported from abroad:**

10.1 The supplier shall send all the relevant despatch documents well in time to the Purchaser to enable the Purchaser clear or receive (as the case may be) the goods in terms of the contract.

10.2 Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents/information to them by registered post / speed post (or as instructed in the contract):

- (i) Four copies of supplier’s invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original negotiable clean on-board Bill of Lading/Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Insurance Certificate;
- (v) Manufacturer’s/Supplier’s warranty certificate;
- (vi) Manufacturer’s own factory inspection report;
- (vii) Certificate of origin
- (viii) Name of Port of Loading;
- (ix) Name of Port of Discharge and
- (x) Expected date of arrival.

#### **11. Warranty**

11.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent/latest improvements in design and materials unless prescribed otherwise by the Purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods under the conditions prevailing in India.

11.2 This warranty shall remain valid for Two (02) years after the goods have been delivered at the final destination and accepted by the Purchaser in terms of the contract.

11.3 The supplier shall, promptly repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Purchaser for such replaced parts/goods thereafter.

- 11.4 If the supplier, having been notified, fails to rectify/replace the defect(s) promptly, the Purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the Purchaser may have against the supplier.
- 11.5 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Purchaser promptly on receipt of order from the purchaser.
- 11.6 An UPTIME warranty of 95% during the warranty should be provided. Down time above 5% per year will extend the warranty period by double the down time period.

## **12. Prices**

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

## **13. Taxes, Duties and 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 finished product if stipulated in Contract shall be allowed to the extent of actual payment by the Supplier.
- 13.2 Octroi Duty, Local Duties & Terminal Taxes etc.:

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

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

## **14. Terms and Mode of Payment**

### **14.1 Payment Terms**

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

#### **A) Payment for Domestic Goods or Goods of Foreign Origin located in India.**

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

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

- (i) Supplier's invoice showing contract number, goods description, quantity, unit price and total amount;



- (ii) Inspection & Acceptance Certificate, as per Section VIII (C) in original issued by the authorized representative of the consignee;
- (iii) Packing list identifying contents of each package;

**II) Payment for Imported Goods on DDP terms:**

Payment for foreign currency portion shall be made in the currency as specified in the contract in the following manner:

**a) On Shipment:**

Eighty Five (85)% of the net CIF/CIP/DDP price (CIF/CIP/DDP price less Indian Agency commission) of the goods despatched shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country and upon submission of documents specified hereunder:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original negotiable clean on-board Bill of Lading/Airway Bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway Bill;
- (iii) Four Copies of Packing List identifying contents of each package;
- (iv) Manufacturer's warranty certificate;
- (v) Inspection certificate issued by the nominated inspection agency, if applicable as per contract;
- (vi) Manufacturer's own factory Inspection Report;
- (vii) Certificate of origin by the chamber of commerce of the concerned country;
- (viii) Insurance Certificate.

The above documents shall also be received by the Purchaser promptly before arrival of goods at the Port/Airport of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

**b) On Acceptance:**

Balance Fifteen (15)% payment would be made against 'Final Inspection and Acceptance Certificate' of goods after installation & commissioning, issued by the consignee, through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any.

**c) Payment of Indian Agency Commission (if applicable):**

Indian Agency Commission will be paid to the Foreign Principal's Indian Agent in the local currency for an amount in Indian Rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract as on website of RBI.) and shall not be subject to further escalation / exchange variation. Payment shall be made in Indian Rupees to the Indian Agent after receipt of "Inspection and Acceptance Certificate" from the consignee.

**14.2 Payment for Annual Maintenance Contract Charges:**

The Purchaser/Consignee will enter into Annual Maintenance Contract with the supplier at the rates as stipulated in the Contract. The payment of AMC will be made on yearly basis after satisfactory completion of said period, duly certified by the consignee.

An UPTIME warranty of 95% during the AMC should be provided. Down time above 5% per year will extend the warranty period and AMC period by double the down time period.

The Supplier will provide at-least quarterly pre-maintenance services in the year in addition to attending to the emergency breakdown calls during the AMC period.

- 14.3 The supplier shall not claim any interest on payments under the contract.
- 14.4 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- 14.5 Irrevocable & non – transferable LC shall be opened by the Sports Authority of India. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the purchaser/consignee, the charges thereof shall be borne by the supplier. However, if the LC is amended to make LC as per Contract the charges thereof shall be borne by the purchaser.
- 14.6 The payment shall be made in the currency / currencies authorised in the contract.
- 14.7 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to the Purchaser.
- 14.8 All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/RTGS systems as per the NEFT Mandate Form attached as per Section-IV (E).
- 14.9 The Letter of Credit will be opened consignee/destination-wise if specifically desired by the supplier. The Letter of Credit charges will be borne by the purchaser as specified in clause 14.5 of the Bidding Document.

**15. Delay in the supplier's performance.**

- 15.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser as incorporated in the contract.
- 15.2 In cases where Delivery Period is linked with date of opening of Letter of Credit, and in case the Letter of Credit is amended to make Letter of Credit as per contract, then in such cases the Delivery Period will be calculated from the date of amendment of Letter of Credit.
- 15.3 Subject to the provision of Force Majeure under GCC clause 19, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
- (i) Imposition of Liquidated Damages,
  - (ii) Forfeiture of its Performance Security and
  - (iii) Termination of the Contract for default.
- 15.4 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.
- 15.5 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
- (a) The Purchaser shall recover from the supplier, under the provisions of the clause 16 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/CENVAT, 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/CENVAT, 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.

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

#### **16. Liquidated damages**

Subject to the provision of Force Majeure under GCC clause 19, 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.

#### **17. Termination for default**

17.1 The purchaser, without prejudice to any other contractual rights and remedies available to it (the purchaser), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC sub-clauses 15.3 and 15.4.

17.2 Unless otherwise instructed by the purchaser, the supplier shall continue to perform the contract to the extent not terminated.

#### **18. Termination for insolvency**

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

#### **19. Force Majeure**

19.1 Notwithstanding the provisions contained in GCC clauses 16, 17 and 18, 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.

- 19.2 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.
- 19.3 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.
- 19.4 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.
- 19.5 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.

## **20. Termination for convenience**

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

## **21. Fall Clause**

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

**22. 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 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 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.

**23. Resolution of disputes**

23.1 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.

23.2 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/ 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.

23.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi, India.

23.4 The courts of New Delhi will have the exclusive jurisdiction to try the disputes.

**24. Applicable Law**

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

**SECTION – VIII**

**(A) CONTRACT AGREEMENT**

**CONTRACT FORM FOR SUPPLY**

**SPORTS AUTHORITY OF INDIA,  
ES DIVISION, JAWAHARLAL NEHRU STADIUM COMPLEX,  
GATE NO. 10, LODHI ROAD, NEW DELHI-110003.**

Contract No \_\_\_\_\_

Dated \_\_\_\_\_

**This is in continuation to this office's Notification of Award No \_\_\_\_\_ dated \_\_\_\_\_**

1. Name & address of the Supplier: \_\_\_\_\_
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 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
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	Quantity to be supplied	Total price	Terms of delivery

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

Total value (in figure) \_\_\_\_\_ (In words) \_\_\_\_\_

- (ii) Delivery schedules:
- iii) Details of Performance Security:
- (iv) Consignee:
- (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 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,  
Jawaharlal Nehru Stadium Complex,  
Gate No.10, Lodhi Road,  
New Delhi-110003.**

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

Date: [insert date (as day, month, and year) of Notification of Award]

and Contract No. \_\_\_\_\_

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

Beneficiary: Sports Authority of India, 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 Contract No. [insert number] dated [insert day and month], [insert year] with you, for the supply of [description of Goods and related Services] (hereinafter called "the Contract").

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

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

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

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

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

**SECTION – VIII**

**(C) INSPECTION & ACCEPTANCE CERTIFICATE**

Certified that the following store(s) has/ have been received in full & good condition and installed & commissioned as per the contract specifications and terms & conditions of contract:

- 1) Contract No. & Date : \_\_\_\_\_
- 2) Supplier's Name & Address : \_\_\_\_\_
- 3) Consignee : \_\_\_\_\_
- 4) Name of the item supplied : \_\_\_\_\_
- 5) Quantity Supplied & Received : \_\_\_\_\_
- 6) Date of Receipt by the Consignee : \_\_\_\_\_
- 7) Damages/Shortages/Recoveries : \_\_\_\_\_
- 8) Remarks, if any : \_\_\_\_\_  
\_\_\_\_\_
- 9) Ledger Entry Details : \_\_\_\_\_

( ) ( ) ( )

Signatures of Inspection & Acceptance Committee Members

Counter signed by Head of the Centre

Date: \_\_\_\_\_

Place: \_\_\_\_\_

( Seal )