SPORTS AUTHORITY OF INDIA

NETAJI SUBHAS REGIONAL CENTRE
SAROJINI NAGAR, KANPUR ROAD
LUCKNOW-226 008
Telephone : 0522-2438155
E-mail : rclucknow.sai@gov.in

Bid Reference No.: SAI/NSRCL/Tkd Eqpt/PAC/STCs/2022-23 **dated : 30 June 2022**

BIDDING DOCUMENT FOR

Procurement of WT Approved Taekwondo Equipment (KPNP Brand) for NCOEs Lucknow

Receipt of Bids:	The bids from the bidder should be in English and should consist of the documents stated below in Clause 6.1 and are **to be submitted in password protected compressed folders at E-mail : rclucknow.sai@gov.in**

Closing date & time for receipt of Bid	20.07.2022 upto 11.00 A.M
Place of receipt of Bid	Sports Authority of India, Netaji Subhas Regional Centre, Sarojini Nagar, Kanpur Road, Lucknow-226 008 (U.P.)
Time and date of opening of Bid	21.07.2022 at 3.00 P.M or on receipt of bid whichever is earlier.

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SECTION-I

SPORTS AUTHORITY OF INDIA

NETAJI SUBHAS REGIONAL CENTRE
SAROJINI NAGAR, KANPUR ROAD
LUCKNOW-226 008
Telephone: +91–522-2438155
E-mail: rclucknow.sai@gov.in

Bid Reference No.: SAI/NSRCL/Tkd Eqpt/PAC/STCs/2022-23 **Dated : 30.6.2022**

INVITATION FOR BID (IFB)

1. Sports Authority of India, for and on behalf of the Director General, Sports Authority of India invites sealed Bid for supply of following KPNP Brand Taekwondo Equipments (WT Approved) for NCOE Lucknow:

S. No	Name of Equipment/Items	Qty
1.	Electronic Receiver (KPNP)	05
2.	Software with driver for 02 systems to be installed (KPNP)	08
3.	Chargers for PSS (KPNP)	36
4.	E-BODY PROTECTOR (KPNP)	17
5.	E- HEAD PROTECTOR (KPNP)	14
6.	E-Sensor Socks (KPNP)	141

The tender bid to be submitted to this office in password protected compressed folders at E.Mail : rclucknow.sai@gov.in

1. The Bid will be opened on 21.7.2022 at 3.00 p.m or on receipt of bid whichever is earlier.
2. In the event of any of the above-mentioned dates being declared as a holiday / closed day for the purchase organization, the Bids will be opened on the next working day at the appointed time.
3. The Bidding Documents are not transferable.

Asst. Director
For and on behalf of
Director General, SAI

To,

M/s Electro Sport India
54 Ezra Street, Shop No 54, Kolkata-700001
West Bengal
E-mail: electrosportindia@gmail.com

Copy to:-

M/s KPNP Co. Ltd
#1805, 19, Gasan Digital 1-ro
Geumcheon-gu, Seoul, South Korea
E-mail: sales 1@kpnp.net

PART-1

BIDDING PROCEDURE

SECTION - II

INSTRUCTIONS TO BIDDERS (ITB)

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SECTION – II
INSTRUCTIONS TO BIDDER (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 Bidder") provides the relevant information as well as instructions to assist the prospective Bidder 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 Bid 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

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

B.BIDDING DOCUMENTS

3. Content of Bidding Documents

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

- Section II – Instructions to Bidders (ITB)
- Section III – NA
- 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 Bid, the Purchaser may, for any reason deemed fit, modify the Bidding Documents by issuing suitable amendment(s) to it.

5. Clarification of Bidding Documents

5.1 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.

B. PREPARATION OF BIDS

6. Documents Comprising the Bid

6.1 The Bid is being invited on Single Bid System with both Technical & Financial Bid to be opened together for evaluation of technically & commercial responsiveness of the offer. Bid shall comprise the following:

Technical Bid:

a) Bid Security Declaration **as at Section IV (C).**

b) Scanned copy of Bid Submission Form as per section IV (A) and Power of Attorney in favour of signatory of Bidding Documents.

c) Bidder/ Agent who quotes for goods manufactured by other manufacturer shall furnish scanned copy of Manufacturer's Authorisation Form from manufacturer/authorised distributor of quoted goods, as per Section IV (D) (copy of authorisation to be enclosed).

d) Scanned copy of Technical Specifications of quoted goods along with relevant documents like Technical Data, Literature, Corrigendum Drawing etc. and clause-by-clause commentary on the technical specifications the Bid Document (Section-VI) vis-a-vis of quoted goods, clearly stating compliance or any variation.

e) Scanned copy of 'Performance Statement' as per Form in Section III.

f) Scanned copy of Pan and TAN Registration No.

g) Scanned copy of GST Registration No.

h) Certificate of Chartered Accountant showing annual turnover for the last three financial years ending 31st March 2022 i.e. 2019-2020, 2020-2021 & 2021-2022.

i) Scanned copy of Income Tax Return for the last three years i.e 2019-20, 2020-21 & 2021-22.

j) Scanned copy of Certificate/Undertaking indicating that the rates quoted for supply of said Items/Items by the firm are not higher than the rate of the item supplied by the firm in any other Government Organisation/Institutions/PSU etc.

k) The bidder should not have been black-listed by Central/ State Governments/ PSUs at any point of time. There should not be any criminal proceedings/conviction against the bidder at any point of time any other information considered necessary but not included above.

l) Scanned copy of National Electronic Fund transfer (NEFT) Form as per Section IV (E) for payment in Indian Rupee, if applicable.

m) Price Schedule(s) as per Form in Section-IV (B) filled up with all the details including Make, Model etc. of the goods offered.

(n) Catalogue/photographs of equipments containing brand & detailed technical specification.

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 fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

7. Bid Currencies

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

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 bidder shall be required to quote for all items along with quantity indicated in the Schedule. 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 GST 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 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,

Column5(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/ equipment's 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/equipment's 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, GST/ 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 Bid –NA

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 IV-A in this document.

b) The Bidder and manufacturer meet the qualification criteria incorporated in the Section III.

12. Bid Security Declaration. **"**Bidder shall submit Bid Security Declaration" as at Section IV (C)**.** Bid not accompanied with Bid Security declaration shall not be accepted and rejected**.**

13. Bid Validity

13.1 The Bid shall remain valid for acceptance for a period of 90 days (Ninety 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 Bidder shall submit their Bid 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.

C. SUBMISSION OF BIDS

15 Submission of Bid

15.1 The bids from the bidder should be in English and should consist of the documents stated below in Clause 6.1 and are to be submitted in password protected compressed folders at E mail : rclucknow.sai@gov.in

15.2 The password of the bid document Proposal shall not be mentioned anywhere in the email.

15.3 The password shall be required on the date of opening of Proposal which shall be communicated separately by the Applicants via email/Phone.

16 **Late Bid:** Not Applicable.

D. BID OPENING

17 Opening of Bids

17.1 The Purchaser will open the Bid 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 Bid will be opened at the appointed time and place on the next working day.

17.3 Authorized representatives of the Bidder, who has submitted Bid on time may attend the Bid opening provided they bring with them letters of authority from the corresponding Bidder.

E. SCRUTINY AND EVALUATION OF BIDS

18 Preliminary Scrutiny of Bid

18.1 The Purchaser will examine the Bid to determine whether the same is complete, whether the documents have been properly signed, stamped and whether the Bid is generally in order.

18.2 Prior to the detailed evaluation of Price Bid, the Purchaser will determine the substantial responsiveness of 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 – "Deleted"

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

The bidder shall be required to quote for all items along with quantity in a set and also for the total number of sets required.

22 Comparison of Bids and Award Criteria "NOT APPLICABLE"

F. 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 Biding process and reject the Bid at any time prior to award of contract, without incurring any liability, whatsoever to the affected Bidder.

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 five 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 five 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.

28 Corrupt or Fraudulent Practices

28.1 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 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

(a) QUALIFICATION CRITERIA

1. The prices offered to us in this tender should not be higher than the prices offered to any other Govt. of India Organization(s)/PSU(s)/private institutions during the last two year and shall provide the justification for reasonableness of our offered price whenever asked during evaluation of our submitted bid.

2. Bidder should have an Annual Average Turnover of Rs 45.00 lakh in the last three financial years viz 2019-20, 2020-21 & 2021-2022.

(b) PROFORMA FOR PERFORMANCE STATEMENT

1. Bidder should have successfully completed contracts of having supplied and installed the Taekwondo Equipments to sports stadia/sports academies / Govt / Defence / sports bodies / reputed private institutions.

2. The requisite order(s) to be attached.

"Original Equipment Manufacturer"

SECTION - IV

(A) BID SUBMISSION FORM

Date_____

To

Sports Authority of India,
Netaji Subhas Regional Centre,
Sarojini Nagar, Kanpur Road, Lucknow-
226 008 (U.P.)

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 the Protector Scoring System (PSS) *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 90 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 our Bid, you may receive against your above-referred Bid Reference.

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

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*]

(B) PRICE SCHEDULE

(I) PRICE SCHEDULE FOR GOODS AVAILABLE IN INDIA IN RUPEES

1	2	3	4	5						6
Schedule	Brief Description of Goods	Quantity (Nos)	Country of Origin	Price per unit (Rs.)						Total Price on Free Delivery at Consignees site. ** (Rs.) 3 x 5(f)
				Ex - factory/ Ex - warehouse /Ex-showroom /Off - the shelf	Excise Duty (if any) [%age & value]	GST (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 Consignee site	
				(a)	(b)	(c)	(d)	(e)	(f) =a+b+c+d+e	

Total Bid price in Rupees _____ _____

In words _____ _____

The above prices quoted are for supply, with warranty period of **minimum one Years** from the date of acceptance by Purchaser.

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

Signature of Bidder _____
Name & Designation _____
Business Address _____
Seal of the Bidder _____

Place: _____
Date: _____

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

Bidder has to provide Performa Invoice of OEM along with Price bid

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

1	2	3	4	5						6
Schedule	Brief Description of Goods	Quantity (Nos)	Country of Origin	Price per unit (Currency)						Total price on DDP* at Consignee's site 3X 5 (f)
				FOB /FCA price at port/ airport of Loading	CIP price at port/ airport of entry	IGST	Customs Clearance & Handling *	Loading/ Unloading, Inland transportation, inland Insurance and Incidental costs till Purchaser's site **	Unit Price on DDP* at Consignee's site	
				(a)	(b)	(c)	(d)	(e)	(f) =a+b+c+d+e	

* The bidders may quote DDP final destination (Purchaser Site) as per INCOTERMS ® 2010. However, Customs Duty Exemption Certificate (CDEC) for imported sports goods/equipment's 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 of equipment with warranty period of **minimum one Year** 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:_____

Signature of Bidder _____

Name & Designation _____

Business Address _____

Seal of the Bidder _____

Place: _____

Date: _____

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

Bidder has to provide Performa Invoice of OEM along with Price bid

(III) PRICE SCHEDULE FOR COMPREHENSIVE ANNUAL MAINTENANCE (CAMC)

For _____

S.No.	Item No.	Brief description of item	CAMC cost - year wise after completion of 01 year warranty period for 03 years	Total CAMC cost for 03 years (4a+4b+4c)			Taxes	Total CAMC for 03 years with taxes (5+6)
1	2	3	4	5			6	7
				A	B	C		

Place
Delhi

Signature of

Bidder

Name & Designation
Business Address
Seal of the Bidder

Note:-

a) Total value (in figure)_____ (in words)_____
b) The CAMC commence from the date of expiry of all obligation under warranty i.e. from _____ (date of expiry of warranty) and will expire on _____ (date of expiry of CAMC)
c) The cost of Annual Comprehensive Maintenance Contract (CAMC) which includes preventive maintenance, labour and spares, after satisfactory completion of warranty period may be quoted for next _____year as contained in the above referred contract on yearly basis for complete equipment.
d) There will be ____% uptime warranty during CAMC period on 24 (hrs) x 7 (days) x 365 (days) basis, with penalty, to extend CAMC period by double the downtime period.
e) During CAMC Period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacture's service/technical/operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in _____months commencing from the date of the successful completion of warranty period preventive maintenance of the goods.
f) All software updates/upgradation should be included in CAMC.
g) The bank guarantee valid till _____ [(fill the date) 2 months after expiry of entire CAMC period] for an amount of Rs. _____ [(fill amount) equivalent to 2.5 % of the cost of the equipment as per contract] shall be furnished in the prescribed format given in Section _____ of the TE document, along with the signed copy of CAMC within a period of 21 (twenty one) days of issue of CAMC failing which the proceeds of performance security shall be payable to the purchaser/consignee.
h) If there is any lapse in the performance of the CAMC as per contract, a penalty of 0.25% of the amount of performance security per incidence/per day subject to a maximum of 10 incidents shall be imposed, failing which the purchases/consignee reserves the right to terminate the contract.
i) Payment terms: The payment of CAMC will be made against the bills raised to the consignee by the supplier on _____quarterly basis after satisfactory completion of said period, duly certified by the HOD concerned. The payment will be made in Indian Rupees.
j) The CAMC charges will be included in the total cost of the equipment for evaluation/ranking purpose.

SECTION – IV

(C) BID SECURITY DECLARATION

Date:_____ Tender No. _____
To (insert complete name and address of the purchaser)
I / We The undersigned, declare that:
I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.
I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We
a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.
I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.
Signed: (insert signature of person whose name and capacity are shown)
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)
Name: (insert complete name of person signing he Bid Securing Declaration)
Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)
Dated on _____ day of _____ (insert date of signing)
Corporate Seal (where appropriate)
(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

SECTION –IV
(D) MANUFACTURER'S AUTHORISATION FORM

To

Sports Authority of India,
Netaji Subhas Regional Centre,
Sarojini Nagar, Kanpur Road,
Lucknow-226 008 (U.P.)

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 one year from acceptance of goods by Purchaser as per Clause 11 of General Conditions of Contract.

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
Sports Authority of India,
Netaji Subhas Regional Centre,
Sarojini Nagar, Kanpur Road,
Lucknow-226 008 (U.P.)

Sub: NEFT PAYMENTS

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

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATAE FORM

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

_____

_____

[*Signature with date, name and designation*]

For and on behalf of Messrs_____

[*Name & address of the manufacturers*]

Confirmed by Bank

Enclosed a copy of Crossed Cheque

PART-2

SUPPLY REQUIREMENTS

Part I:

SECTION – V

Schedule of Requirements

S. No.	Name of the Equipment	STCs															
		RAEBARELI	KASHIPUR	KOKRAJHAR	AIZAWAL	SALEM	UTLOU	DHAR	NAHARLAGUN	PUDUCHERRY	PATNA	LUNGLEI	NAMCHI	KURNOOL	DHARWAD	KARGIL	TOTAL
1	Electronic Reciver (KPNP)	**0**	**1**	**1**	**1**	**0**	**1**	**0**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**5**
2	Software with driver for 02 systems to be installed (KPNP)	1	1	1	1	1	1	1	1	0	0	0	0	0	0	0	8
3	Chargers for PSS (KPNP)	4	8	4	4	4	4	4	4	0	0	0	0	0	0	0	36
4	E-BODY PROTECTOR (KPNP)	2	2	3	2	2	2	2	2	0	0	0	0	0	0	0	17
5	E-HEAD PROTECTOR (KPNP)	2	0	2	2	2	2	2	2	0	0	0	0	0	0	0	14
6	E- Sensor Socks (KPNP)	7	20	29	6	4	20	6	8	9	4	10	5	5	8	0	141

Part II: Required Delivery Schedule:

a) For Goods available in India.

Stores are required to be delivered and installed at the consignee's site **within 30 days** from the date of issue of award letter**.** Time is essence of Contract. The bidders may please note that goods are to be delivered to the consignee latest within the date specified. Date of delivery at Consignee site will 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 to be delivered and installed to the consignees mentioned **within 60 days**. Time is essence of Contract. The bidders may please note that goods are to be delivered to the consignee latest within the date specified. Date of delivery at Consignee site will be considered as the actual date of delivery.

Part III: Required Terms of Delivery.

a) For domestic's goods or goods of foreign origin located in

India Free Delivery at Consignee Site.

b) For goods to be imported from abroad

The foreign Bidders are required to quote their rates on DDP at Consignee site basis as per 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/equipment's 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:

1.	STC RAEBAREILLY	Centre In-Charge:- Shri Abhay Kumar SAI Training Centre Motil Lal Nehru Stadium Jail Road, Raibareilly-229 001 UTTAR PRADESH 0535-2210264 stc.raebareli@gmail.com
2.	STC KASHIPUR	Centre In-Charge:- Ms.Jyoti Shah SAI Training Centre Sports Authority of India Sports Stadium, District Udhamsingh Nagar, Kashipur-244 713 UTTRAKHAND 05947-274625 saistckashipur@gmail.com
3.	STC KOKRAJHAR	Centre In-Charge:- Shri Pradip Kr. Brahma SAI Training Centre Sports Authority of India Kathalguri, Kokhrajhar (BTAD) ASSAM-783370 03661-270823 pradip.brahmasai@gmail.com
4.	STC AIZAWL	Centre In-Charge:- Shri Manmohan Singh SAI Training Centre Sports Authority of India Mission Vangthlang Aizawl-796 001, MIZORAM 0389-2322061 lianminthangtonsing@gmail.com, lminthang@yahoo.com
5.	STC SALEM	Shri Dinkaran SAI Training Centre Sports Authority of India Mahatama Gandhi Stadium Salem-636 001 TAMILNADU 0427-2419789 stcslm@yahoo.co.in
6.	STC UTLOU	Centre In-Charge:- Ms.Ranjana Devi SAI Training Centre Sports Authority of India District Bishenpur, Utlou-795134, MANIPUR 0385-2453676 indukiran.sai12@gmail.com
7.	STC DHAR	Centre In-Charge:- Shri Shwetank Verma SAI Training Centre Sports Authority of India Jaitpura, Indore Ahmedabad Road, Dhar MADHYA PRADESH 07292-232296 dharsaisag@gmail.com

8.	STC NAHARLAGUN	Centre In-Charge:- Shri Gaurav Rawat SAI Training Centre Sports Authority of India Naharlagun-791110 ARUNACHAL PRADESH 0360-2248743
9.	STC PUDUCHERRY	Centre In-Charge:- Shri Muthukeshvalu K SAI Training Centre Sports Authority of India Indira Gandhi Sports Complex Upplam, Puducherry-605001 PUDUCHERRY 0413-2357819, 09443049135 saitcpondy@yahoo.co.in; muthukesavalu@gmail.com
10.	STC PATNA	Centre In-Charge:- Shri Om Prakash Makhania SAI Training Centre Sports Authority of India Swaran Jayanti Khel Chhatrawas, Moinul Haque Stadium, Rajendra Nagar, Patna-800016 BIHAR (0612-2691878) saistcpatna@gmail.com
11.	STC LUNGLEI	Centre In-Charge:- Sh. Lalfakzuala SAI Training Centre, Lunglei, Mizoram Contact No.- 7308291144
12.	STC NAMCHI	Centre In-Charge:- Shri Shyam Bihari Yadav SAI Training Centre District South Sikkim, Namchi-737126, SIKKIM 03595-264476
13.	STC KURNOOL	Centre In-Charge:- Shri A. Devender SAI Training Centre Sports Authority of India District Sports Authority Out Door Stadium, Kurnool-518004 ANDHRA PRADESH 08518-220576 stcknl@yahoo.co.in
14.	STC DHARWAD	Centre In-Charge:- Shri K.Sriniwas Gowda SAI Training Centre Sports Authority of India Saptapur Road, Dharwad-580001,KARNATAKA 0836-2448602 stcdwd2001@yahoo.co.in
15.	STC KARGIL	Centre In-Charge:- Shri Gulam Mustafa Sports Authority of India Govt. Degree College Complex, Bagh-I Khominee, Kargil-194103 JAMMU & KASHMIR 01985-232460 saisagkargil@gmail.com

SECTION-VI

TECHNICAL SPECIFICATIONS

Section – VI

TECHNICAL SPECIFICATIONS

Sl No	Item	Specification
1.	Electronic Receiver (KPNP)	1. Uses the IEEE 802.15.4 Specification. 2. Maintain stable local communication within 30m from radio interference. 3. Uses 2.4GHz frequency band in dual PHY mode. (Transmission speed : 250kbps)Size-182x128x35mm,Material-Plastic,Color-White
2.	Software with driver for 02 systems to be installed (KPNP)	To operate PSS during training
3.	Chargers for PSS (KPNP)	To charge E-Body Protector and E-Head Protector.
4.	E-BODY PROTECTOR (KPNP)	All parts including sensor are modularized to minimize part replacement cost after warranty period, 0.4mm thin and strong film sensor accurately detects minute impact strength, Design a sensor for the actual hit area to eliminate blind spots, Wireless security and stability ensure operation without confusion, test mode to check operation of input button. Material-PU,EVA,E-Sensor, color Blue & Red
5.	E- HEAD PROTECTOR (KPNP)	The film sensor are attached to all parts of the headgear to detect minute impact strength ,Test mode to check sensor,Material-NBR,PU Coatig,E-Sensor,color-Blue/Red
6.	E-Sensor Socks (KPNP)	Catches 99.9% of validity point that can be scored even in the fast kick.The volidity point classification sensor can score all skills of taekwondo such as dwichagi,dollyeochagi,naraechagi.Material-Neoprene,PU,EVA,PE,E-Sensor.Color-White,Gray.

PART-3

CONTRACT

SECTION - VII

GENERAL CONDITIONS OF CONTRACT (GCC)

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SECTION - VII

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

1. Application

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

(i) As security for the due performance, observance and fulfillment of all obligations, terms, conditions, representations, warranties and covenants of the Supplier under the Bidding documents, the Supplier shall furnish within 10 (10) 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 three percent (03%) of the total value of the contract, valid up to sixty days after warranty period of (01) **year** from the date of acceptance of the goods by the consignee.

(ii) 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.

(iii) In the event of any amendment issued to the contract, regarding extension of Delivery Period, the supplier shall, within five (05) 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.

(iv) The Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations subject to adjustment of all amounts/losses/damages/recoveries/ penalties payable to the Purchaser and claims of Purchaser, there from.

(v) Without prejudice to its other rights and remedies under any contract, law or equity (including without limitation Purchaser's right to terminate the Agreement for breach),

(vi) Purchaser shall be entitled to forfeit/invoke or otherwise adjust the Performance Security without notice to the Supplier, if the Supplier fails to perform or commits breach of any of its obligations or the terms and conditions of the Bidding Documents. For the avoidance of doubt, Purchaser may draw from the Performance Securities any costs, expenses, losses, damages or compensation arising out of any such breach/damage or failure.

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 Sections-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

(i) The Supplier should satisfy himself 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 same to the Supplier.

(ii) In normal course the Stores will be supplied by the Supplier on the basis of Manufacturers own Pre-dispatch Inspection Certificate. However, purchased goods accepted by the Purchaser/consignee and/or its authorized representative during inspection in terms of the contract shall in no way dilute Purchaser's/consignee's right to reject the same later, if found deficient in terms of the Warranty Clause -11 of GCC.

(iii) 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 program 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).

(iv) For such inspections and tests which are conducted in the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the Purchaser's inspector at no charge to the purchaser.

(v) If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the Purchaser's inspector may reject them and the Supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the Purchaser and resubmit the same to the Purchaser's inspector for conducting the inspections and tests again.

(vi) If the Supplier tenders the goods to the Purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the Supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the Purchaser under the terms & conditions of the contract.

(vii) The Purchaser's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by Purchaser's inspector during pre-dispatch inspection mentioned above.

7. Terms of Delivery.

Goods shall be delivered by the Supplier **at his own cost** in accordance with the terms of delivery specified in the contract on consignee's site.

8. Insurance:

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 2010.

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

Where the Supplier is required to perform any of the services at a Purchaser's Site, the Supplier shall ensure that after the performance of the services at the Purchaser's site is reinstated to the condition prevailing on the date on which the services in question commenced.

Upon installation at the Purchaser's site the Supplier shall ensure that it leaves the site in good and its original condition. The Supplier shall ensure that any necessary repairs are completed within 48 hours of completion of the installation and in accordance with Good industry practice. If the Supplier fails to comply with this clause, the Purchaser shall be entitled to organize for the necessary repairs to be carried out by a Third Party and the Supplier shall indemnify the Purchaser in respect of any costs reasonably incurred by it under this clause.

The Supplier will extend to the Purchaser the benefit of any guarantee or warranty which may have been given to the Supplier in respect of the Goods which it supplies.

10. Dispatch Documents for Goods Imported from abroad:

a) The Supplier shall send all the relevant dispatch 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.

(b) Within 24 hours of dispatch, the Supplier shall notify the Purchaser, consignee, and others concerned if mentioned in the contract, the complete details of dispatch 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

The product shall have minimum one year warranty/guaranty on site and in case of Protector Scoring System (PSS) for covering manufacturing defects, the firm shall be required to quote CAMC as lesser of % of basic cost of products. 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.

This warranty shall remain valid for minimum one (01) years after the goods have been delivered at the final destination and accepted by the Purchaser in terms of the contract.

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

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.

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.

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.

a) 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.

(b) Octroi Duty, Local Duties & Terminal Taxes etc.:

(i) 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.

(ii) 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

Payment Terms : **The payment will be made by respective STCs for the equipments supplied to their STC.** 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) <u>Payment for Domestic Goods or Goods of Foreign Origin located in India.</u>

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) <u>Payment for Imported Goods on DDP terms:</u>

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 dispatched 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:

(i) 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.

(ii) The Supplier shall not claim any interest on payments under the contract.

(iii) 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.

(iv) 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.

(v) The payment shall be made in the currency / currencies authorised in the contract.

(vi) 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.

(vii) All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/RTGS systems as per the NEFT Mandate From attached as per Section-IV (E).

(viii) 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.

The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser as incorporated in the contract. The Supplier shall off load the goods as directed by the Purchaser.

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.

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.

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.

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

(a) The Purchaser shall recover from the Supplier, under the provisions of the clause 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.

The Supplier shall not dispatch the goods after expiry of the delivery period. The Supplier is required to apply to the Purchaser for extension of delivery period and obtain the same before dispatch. 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

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.

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

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.

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.

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.

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.

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

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.

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 Purchase shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Purchaser shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Supplier under the same contract or any other contract with the Purchaser or the Government, pending finalization or adjudication of any such claim and that The 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

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.

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.

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

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)

(I) CONTRACT AGREEMENT

CONTRACT FORM FOR SUPPLY

SPORTS AUTHORITY OF INDIA

NETAJI SUBHAS REGIONAL CENTRE
SAROJINI NAGAR, KANPUR ROAD
LUCKNOW-226 008
Telephone: +91–522-2438155
E-mail: rdsailucknow2011@gmail.com

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: _____

(II) CONTRACT AGREEMENT

SPORTS AUTHORITY OF INDIA

Annual CM Contract No._____ dated_____

Between _____ (Name and Address of Purchaser)_____

And_____(Name and Address of the Supplier)_____

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

In continuation to the above referred contract

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

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

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

a) Total value (in figure)_____ (in words)_____

b) The CAMC shall commence from the date of expiry of all obligation under warranty i.e. from _____ (date of expiry of warranty) and will expire on _____ (date of expiry of CAMC)

c) The cost of Annual Comprehensive Maintenance Contract (CAMC) which includes preventive maintenance and onsite maintainace in case of breakout or other complaints, labour and spares, after satisfactory completion of warranty period may be quoted for next _____years as contained in the above referred contract on yearly basis for complete equipment.

d) There will be 95% uptime warranty during CAMC period on 24 (hrs) x 7 (days) x 365 (days) basis, with penalty, to extend CAMC period by double the downtime period.

e) During CAMC Period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacture's service/technical/operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in _____months commencing from the date of the successful completion of warranty period preventive maintenance of the goods.

f) All software updates should be provided free of cost during CAMC.

g) The bank guarantee valid till _____ [(fill the date) 2 months after expiry of entire CAMC period] for an amount of Rs. _____ [(fill amount) equivalent to 2.5 % of the cost of the equipment as per contract] shall be furnished in the prescribed format given in Section _____ of the TE document, along with the signed copy of Annual CAMC within a period of 15 (fifteen) days of issue of Annual CAMC failing which the proceeds of performance security shall be payable to the purchaser.

h) If there is any lapse in the performance of the CAMC as per contract, a penalty of 0.25% of the amount of performance security per incidence/per day subject to a maximum of 10 incidents shall be imposed, failing which the purchases/consignee reserves the right to terminate the contract.

i) Payment terms: The payment of Annual CAMC will be made against the bills raised to the consignee by the supplier on quarterly basis after satisfactory completion of said period, duly certified by the HOD concerned. The payment will be made in Indian Rupees.

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

Received and accepted this contract

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

(Seal of the supplier)
Date: _____
Place: _____

(A) BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

Sports Authority of India,
Netaji Subhas Regional Centre,
Sarojini Nagar, Kanpur Road
Lucknow-226 008 (U.P).

[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]

(B) INSPECTION & ACCEPTANCE CERTIFICATE

Certified that the following store(s) has/ have been received in full & good condition as per the contract specifications and terms & conditions of contract. The equipment has been installed and commissioned and onsite training for operation of equipment has been provided by the supplier free of cost wherever applicable:

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

( ) ( ) ( )

Signatures of Inspection & Acceptance Committee Members

Counter signed by Head of the Centre

Date: _____

Place: _____

(Seal)