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Bid Ref. No. **GEM/2025/B/7001341**

Dated: 13/01/2026

CORRIGENDUM

Notice Inviting E-Tender (NIT)
(only through GeM Portal)

With reference to our Bid No. **GEM/2025/B/7001341** dated 26.12.2025, published on the GeM portal and the official website of the Sports Authority of India for the “**Procurement of Physiotherapy (HPC) Equipment**” at SAI, Northern Regional Centre, Bahalgarh, Sonapat, the following amendments are hereby notified:

Amendment in Equipment Specifications of Class 4 Laser 15W (i.e. Item listed at S. No. 4 and Specifications mentioned at point no. 18)

Existing Clause:

Class 4 Laser 15W Must have FDA and CE approved.

Revised Clause (to be read in place of the above):

Class 4 Laser 15W Must have FDA/CE approved.

All other terms and conditions of the original tender remain unchanged.

Sport Authority of India
Northern Regional Centre, Sonapat



**SPORTS AUTHORITY OF INDIA
NORTHERN REGIONAL CENTRE
BAHALGARH, SONIPAT**

PROCUREMENT CELL

Telephone: 0130-2981562

E-mail: rsonepat-sai@nic.in

Website: <http://sportsauthorityofindia.nic.in/> & <https://gem.gov.in>

Procurement of Physiotherapy Items

Additional Terms and Conditions – Buyer Specific Clauses

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

DISCLAIMER

This RFP is being issued by Sports Authority of India (SAI) for Procurement of items mentioned here in the document on such terms and conditions and technical specifications as set out in this RFP document.

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

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

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PART-1-BIDDING PROCEDURE

**SPORTS AUTHORITY OF INDIA
NORTHERN REGIONAL CENTRE
BAHALGARH, SONIPAT
Telephone: 0130-2981562
E-mail: rcsonepat-sai@nic.in**

Website: <http://sportsauthorityofindia.nic.in/> & <https://gem.gov.in>

SECTION - I- NOTICE INVITING TENDER (NIT)

For Open Tender Enquiry

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

S.No.	Brief Description of Goods	Amount of EMD in ₹ for Individual Item
1.	Manual Therapy Couches	20000/-
2.	Vacuum Therapy (Both upper & Lower Body)	84000/-
3.	Sensor -based Knee Assessment Device with Digital Hand-held Dynamometer	24000/-
4.	Class 4 Laser 15W	46000/-
5.	Focused Shockwave Therapy Unit	74000/-

If bidder want to participate for all the above items EMD amount	248000/-
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Venue of submission of physical submission of Bid Security/Earnest Money Deposit (EMD)	Regional Director, Sports Authority of India, Ch. Devi Lal, Northern Regional Centre, Bahalgarh, Sonapat, Haryana-131021
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Only Class I Local Supplier and Class II Local Supplier will be eligible to bid in this IFB. (As per 3 (b) of DPIIT order dated 16.09.2020). Please refer Clause 4 of ITB for details.

The prospective bidders who have not registered can register with Government-e-Marketplace (GeM) Portal by paying necessary registration charges.

SCHEDULE OF BIDDING PROCESS WITH KEY DETAILS

Date of publication of RFP on GeM Portal	As per GeM Documents
Start date and time of downloading of document	As per GeM Documents
Last date and time of Submission of Queries for pre-bid conference	Before the date of pre bid meeting
Date and time of pre bid meeting/conference**	As per GeM Documents
Bid submission start date and time	As per GeM Documents
Last Date and Time of uploading/submission Of Bids	As per GeM Documents
Bid Validity Period	180 days
Opening of Techno-Commercial Bid (Bid 1) Date and Time	As per GeM Documents

** Queries / Clarifications are to be responded online only.

1. Bidders may download the Bidding Documents from the web site – www.sportsauthorityofindia.nic.in & GeM Portal of Govt. of India i.e. <https://gem.gov.in> Bidders shall ensure that their Bids, complete in all respect are uploaded online before the closing date and time as indicated in the critical date sheet above on GeM Portal <https://gem.gov.in>.
2. Bids shall be submitted online only at GeM website: <https://gem.gov.in>. Bidders are advised to follow the instructions provided in the 'Instructions to the Bidder for e-submission of the bids online through GeM at <https://gem.gov.in>.
3. Intending bidders are advised to visit Portal website <https://gem.gov.in> and SAI website <http://sportsauthorityofindia.nic.in> frequently before submission of tender for any corrigendum / addendum/ amendment.

Regional Director
Sports Authority of India
NRC, Sonipat
E-mail: rcsonepat-sai@nic.in

SECTION - II - INSTRUCTIONS TO BIDDERS (ITB)

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SECTION - II- (A)-INSTRUCTIONS TO BIDDERS (ITB)

(a) PREAMBLE

1. Definitions and Abbreviations

1.1. The following definitions and abbreviations, which have been used in these documents shall have the meaning as indicated below:

1.2. Definitions:

- 1.2.1. "Purchaser" means SAI/the organization purchasing goods and services as incorporated in the Tender Enquiry documents.
- 1.2.2. "Tender" means bids/quotations/Tender received from a Firm/ Bidder.
- 1.2.3. "Bidder" means bidder/the individual, company or firm submitting bids/Quotations/Tender.
- 1.2.4. "Supplier" means the individuals, company or the firm supplying the goods and services as incorporated in the contract.
- 1.2.5. "Goods" means the instruments, machinery, cardio equipment, medical equipment etc., which the supplier is required to supply to the purchaser under the contract.
- 1.2.6. "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, repair, maintenance service and other such obligations of the supplier covered under the contract.
- 1.2.7. "Earnest Money Deposit" (EMD) means Bid Security/monetary or financial guarantee to be furnished by a bidder along with its tender.
- 1.2.8. "Contract" means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc., therein.
- 1.2.9. "Performance Security" means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- 1.2.10. "Consignee" means person to whom the goods are required to be delivered to a person as an interim consignee for the purpose of person is the consignee, also known as ultimate consignee.
- 1.2.11. "Specification" means the document/standard that prescribes the requirement with which goods or service has to conform.
- 1.2.12. "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- 1.2.13. "Day" means calendar day.

1.3. Abbreviation: -

- 1.3.1. "TE Document" means Tender Enquiry Document

- 1.3.2. "NIT" means Notice Inviting Tenders
- 1.3.3. "ITB" means Instruction to Tenders
- 1.3.4. "GCC" means General Conditions of Contract
- 1.3.5. "SCC" means Special Conditions of Contract
- 1.3.6. "NSIC" means National Small Industries Corporation
- 1.3.7. "LC" means Letter of Credit
- 1.3.8. "DP" means Delivery Period
- 1.3.9. "BG" means Bank Guarantee
- 1.3.10. "ED" means Excise Duty
- 1.3.11. "CD" means Custom Duty
- 1.3.12. "RR" Railway Receipt
- 1.3.13. "BL" means Bill of Lading
- 1.3.14. "FOB" means Free on Board
- 1.3.15. "FCA" means Free Carrier
- 1.3.16. "FOR" means Free on Rail
- 1.3.17. "CIF" means Cost, Insurance and Freight
- 1.3.18. "CIP (Destinations)" means Carriage and Insurance paid up to named port of destination. Additionally, the insurance (local transportation and storage) would be extended and borne by the Supplier from warehouse to the consignee site for a period including 3 months beyond date of delivery.
- 1.3.19. "DDP" means Delivery Duty Paid named place of destination (Consignee site)
- 1.3.20. "INCOTERMS" means International Commercial Terms as on the date of Tender Opening
- 1.3.21. "CAMC" means Comprehensive Annual Maintenance Contract (labor, spare parts, upgradation if required, repair, and preventive periodic, annual maintenance, etc.)
- 1.3.22. "RT" means Re-Tender
- 1.3.23. "GST" means Goods and Services Tax

2. Introduction

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

comply with the required information, instructions etc. incorporated in this bid document, may result in rejection of the bid.

3. Language of Bid

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

4. Eligible Goods and related services

- 4.1. All goods and related services to be supplied under the contract shall have their origin in India/ any other country with which India has not banned trade relations. The term “origin” used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.
- 4.2. In accordance with Clause 37 of ITB, **only Class I Local Supplier and Class II Local Supplier** will be eligible to bid in this IFB.(As per 3 (b) of DPIIT order dated 16.09.2020) and/or it's subsequent amendments.
- 4.3. As per GFR Clause 144 (xi) added vide DoE order dated 23.07.2020: Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. All terms as mentioned in the Department of Expenditure order dated 23.07.2020 will be applicable.

5. Tendering Expenses

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

6. Local Conditions

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

(b) PRE-BID MEETING

7. PRE-BID MEETING THROUGH VIDEO CONFERENCE

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

(c) BIDDING DOCUMENTS

8. Content of Bidding Documents

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

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

9. Amendment(s) to Bid Document

- 9.1. At any time prior to the deadline for submission of bid, the Purchaser may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid document by issuing suitable amendment(s) to it.
- 9.2. Such an amendment to the bid document will be uploaded on SAI website: https://sportsauthorityofindia.nic.in/sai_new/ and GeM Portal of Government of India i.e. www.gem.gov.in only.
- 9.3. Prospective bidders are advised in their own interest to visit website of and GeM Portal for any amendment etc. before submitting their bids.
- 9.4. In order to afford prospective bidders reasonable time to take into account the amendments in preparing their bids, SAI may, at its discretion, suitably extend the deadline for submission of bids.

10. Modifications/withdrawal of bids

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

11. Clarification of Bid Document

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

12. Bid format

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

(d) PREPARATION OF BIDS

13. Documents comprising the bid

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

14. Technical Bid:

- 14.1. The Bidder shall submit the scanned copy of following documents along with company file while submitting the bid documents: -
 - 14.1.1. **Bid Security:** Bid Security is to be furnished in accordance with clause 23 of ITB and bid submission as per- form at **Section IV (A)**. Alternatively, documentary evidence for claiming exemption, if any, from payment of Earnest Money and bid submission form as per- form at **Section IV (A)**.
 - 14.1.2. Bidder/Agent who quotes for items manufactured by OEM shall furnish scanned copy of Manufacturer's Authorization Form as per **Section IV(E)**.
 - 14.1.3. Certificate of Incorporation/ Registration Certificate of the firm / Company/Agency in the country of origin (as per law of the country origin)/ Registration Certificate of Partnership Company, duly registered copy of

Partnership Deed/MOA of the Company (as per law of the country origin)

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

14.1.5. “Performance Statement” as per perform in **Section III-(B)** along with relevant copies of orders and end users’ satisfaction certificate/installation reports.

14.1.6. Certificate of Chartered Accountant showing annual turnover for the last three financial years ending 31st March 2025. Copies of Balance Sheet, Profit and Loss Account statement etc. need not be enclosed.

14.1.7. Goods & Services Tax Registration Certificate. (as per law of the country origin)

14.1.8. Valid PAN, TIN (Taxpayer Identification Number)/TAN (as per law of the country origin)

14.1.9. Documents and relevant details to establish that the goods and the allied services to be supplied by the bidder conform to be requirement of TE Documents. In case, the configuration/specifications offered by the bidder are found to be inferior to the configurations/specifications prescribed in the nomenclature Section VI, then the tender of such bidders shall be rejected out rightly.

14.1.10. The bidder should not have been blacklisted/ debarred 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.

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

14.1.12. Catalogue containing detailed technical specification.

14.1.13. As per 9 (a) of the DPIIT order dated 16.09.2020, the Class I & II local supplier are required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for Class I/II local supplier as the case may be. They shall also give details of locations at which the local value addition is made.

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

False declarations in this regard will be considered as breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

14.1.14. Declaration as per New GFR Clause, 144 (xi) ‘I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

Note:

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

15. Financial Bid:

- 15.1. This should be uploaded online in the prescribed XLS format as per BOQ available in GeM Portal.
- 15.2. Financial proposal should contain the 'Price Schedule' in the PDF format prescribed in Section IV (C). All prices should be in India Rupees.
- 15.3. Deleted
- 15.4. All the bidders are required to quote prices on DDP (Delivered Duty Paid) to destination at consignee's site. They shall furnish breakup of the prices as per price schedule given in RFP bids not containing the breakup of prices all liable to be rejected.
- 15.5. The price for the equipment shall include a complete breakup showing the basic price, excise duty, other levies, GST, packing charges, forwarding charges, freight and insurance charges and other charges if any shall also be given. Bids not containing the breakup of prices all liable to be rejected. Government levies, duty, taxes on the complete equipment as applicable on the date of opening of price bid will be considered for evaluation. In case there is variation in the statutory duties/taxes during the currency of the contract, the same will be payable at actual as applicable on the date of invoicing of equipment provided the equipment are delivered as per contracted delivery schedule.
- 15.6. The bidders should quote their lowest possible prices.
- 15.7. The terms DDP shall mean as defined in delivery schedule.
- 15.8. The price quoted for the equipment shall be firm and not subject to any upward variation except for the variation in statutory levies and duties separately quoted by the bidder in its bids.
- 15.9. Bidder shall quote only one price for each item. If more than one price is quoted, the lowest unit rate quoted by the bidder will be considered for evaluation.
- 15.10. The authorized signatory of the bidder must sign the bid, duly stamped at appropriate places with initial on all the remaining pages of the bid. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- 15.11. No condition shall be attached to the Financial Bid. Conditional bids shall be summarily rejected.
- 15.12. The bid of 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.

Note: Bidders are required to upload the “Technical Bid’ and ‘Financial Bid’ separately at the designated place in required format in GeM Portal.

16. Bid currency

- 16.1. All the bidders should quote only in Indian Rupees
- 16.2. Tenders, where prices are quoted in any other way shall be treated as non-responsive and rejected.

17. Bid Price

- 17.1. The Bidder shall indicate on the Price Schedule provided under Section IV (C) all the specified components of prices shown therein. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a Bidder, same should be clarified as “NA” (means Not Applicable) by the Bidder.
- 17.2. The quoted prices for goods offered for domestic goods shall be quoted in the Price Schedule given under BOQ.
- 17.3. Duties and Taxes:
 - 17.3.1. The bidders are required to indicate the duties and taxes payable by them in their Price Schedule. For the supplies made as per the original delivery schedule the statutory levies as applicable on the date of supply shall be paid/reimbursed to the Bidder/contractor at actual.
 - 17.3.2. For the supplies made beyond the original delivery schedule, the reimbursement of statutory levies shall be governed by the provisions of the contract. In no case, the Bidder/contractor shall be entitled to any increase in duties and levies imposed after expiry of original delivery period.
 - 17.3.3. 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 to reimburse the supplier and take other necessary action in the matter. However, none of charges mentioned above shall be reimbursed if delivery is beyond the time schedule.
- 17.4. Customs Duty:
Not payable/Non-reimbursable by SAI.
- 17.5. The need for indication of all such price components by the Bidders, as required in this clause is for the purpose of comparison of the Bids by the Purchaser and will no way restrict the purchaser’s right to award the contract on the selected Bidder on any of the terms offered.

18. Indian Agent

Deleted being N/A

19. Firm Price

- 19.1. The prices quoted by the bidder shall remain firm and fixed during the currency of the contract across India. As regards, taxes and duties, if any chargeable on the items, clause 16,17 of this Section will be applicable

20. Alternative Bids are not allowed.

21. Documents establishing bidder's eligibility and qualifications

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

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

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

23. Bid Security/Earnest Money Deposit (EMD)

- 23.1. The bidder shall furnish Bid Security for an amount as shown in the Clause 1 of Section I- IFB. The Bid Security is required to protect the Purchaser against the risk of the bidder's unwarranted conduct as explained under sub-clause 23 (vi) below. Non submission of Bid Security will be considered as major deviation and bid will not be considered.
- 23.2. In case, as per notification of Government of India, the bidder falls in the category of exemption of Bid Security, it should furnish the relevant notification along with required documents like valid Registration Certificate etc.
- 23.3. The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as along with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs. The bidder claiming EMD exemption shall also submit Bid Security Declaration Form as per Section VIII (I)**
- 23.4. The Bid Security shall be furnished in one of the following forms:
 - a) Account Payee Demand Draft
 - b) Fixed Deposit Receipt
 - c) Banker's cheque / Pay Order
 - d) Bank Guarantee from any of the commercial banks (as per the format at **Section IV-D**),
 - e) NEFT transfer to "Executive Director, Sport Authority of India, NRC, Bahalgarh, Account No: 117710100055779 IFSC No. UBIN0811777 (Sonipat Branch, Sonipat)
(Bidder has to upload challan/proof along with Bid in GeM Portal)

- 23.5. The Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee shall be drawn on any Commercial Bank in India, in favour of the **"Executive Director, Sports Authority of India"**, payable at **Sonipat**. In case of Bank Guarantee, the same is to be obtained from any commercial bank in India as per the format specified under **Section IV (D)** of the Bid Document.
- 23.6. The Bid Security shall be valid for a period of 120 days beyond the validity period of the bid. The Bid Security shall be valid for **180 days** from the date of opening of the Technical Bid.
- 23.7. Earnest Money is required to protect the purchaser **against the risk of the bidder's conduct**, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful bidder's earnest money will be forfeited without prejudice to other rights of **Purchaser if it fails to furnish the required** performance security within the specified period.
- 23.8. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its **bid or** impairs or derogates from the bid or is breach of any condition of the tender documents in any respect within the period of validity of its bid without prejudice to other rights of the Purchaser. Further, if successful bidder fails to furnish the required Performance Security and sign the contract / agreement within the period as specified by SAI in the Letter of Award (LoA), its Bid Security/EMD will be forfeited.

24. Bid Validity

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

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

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

26. Signing of bids

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

(e) SUBMISSION OF BIDS

27. Submission of bids

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

(f) BID OPENING

28. Opening of bids

- 28.1. The Purchaser will open the bids at the specified date, time and place as indicated in the IFB in **Section-I**. If due to administrative reasons the venue / date/ time of bid opening are changed, it will be uploaded on GeM Portal and on the SAI's website.
- 28.2. In case the specified date of bid opening falls on a holiday or is subsequently declared a holiday or closed day for the Purchaser, the bids will be opened at the appointed time and place on the next working day.
- 28.3. 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. Letter of authority for attending the bid opening meeting should be in the format placed at **Section IV (G)**.
- 28.4. The bid opening will be conducted through video conference. The id will be shared through GeM Portal. Two – bid system as mentioned in Para 13 above will be as follows:
 - 28.4.1. **Technical Bids** will be opened in the first instance, at the prescribed date and time as indicated in **Section –I (IFB)**. These bids shall be scrutinized and evaluated by the Purchaser with reference to parameters prescribed in the Bid Document. During the Technical bid opening, the bid opening official(s) will read the salient features of the bids like brief description of the items offered, delivery period, Bid Security and any other special features of the bids, as deemed fit by them. Thereafter, in the second stage, the Financial Bids of only the technically accepted bids / offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical Bid. The prices, special discount if any offered etc., as deemed fit by bid opening official(s) will also be read out.

(g) SCRUTINY AND EVALUATION OF BIDS

29. Basic Principle

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

30. Scrutiny of Tenders

- 30.1. The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required

sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.

- 30.2. Purchaser will determine the responsiveness of each Tender to the TE Document without recourse to extrinsic evidence.
- 30.3. The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.
- 30.4. The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;
 - 30.4.1. Qualification Criteria not enclosed
 - 30.4.2. Tender is unsigned.
 - 30.4.3. Tender validity is shorter than the required period
 - 30.4.4. Required EMD (Amount, validity etc.)/exemption documents have not been provided
 - 30.4.5. Bidder has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorization letter.
 - 30.4.6. Bidder has not agreed to give the required performance security.
 - 30.4.7. Goods offered are not meeting the tender enquiry specification.
 - 30.4.8. Bidder has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
 - 30.4.9. Poor/ unsatisfactory past performance.
 - 30.4.10. Bidder has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
 - 30.4.11. Bidder has not complied with the requirement of Clauses of ITB.
 - 30.4.12. Any other conditions as deem fit.
 - 30.4.13. Bid by Foreign Companies. (Only Indian companies are allowed to BID) or Non-Submission of required declaration regarding Class I / Class II Local Supplier.
 - 30.4.14. Non-Submission of required declaration as per New GFR Clause, 144

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31. Minor infirmity/irregularity/non-conformity

- 31.1. If during the preliminary examination, the purchaser finds any minor infirmity and/ or irregularity and/ or non-conformity in a tender, the purchaser will convey its observation on such 'minor' issues to the bidder by speed post/ mail etc. asking the bidder to response by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

32. Discrepancies in Prices

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

the tender is liable to be ignored.

33. Qualification Criteria

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

34. Conversion of tender currencies to Indian Rupees

Deleted being N/A

35. Comparison of Bids and Award Criteria

- 35.1. The comparison of the techno commercially responsive Bids for ranking purpose shall be carried out on Delivery on DDP basis at Consignee Site basis, inclusive of applicable taxes, duties, incidental services. The CAMC prices, if applicable as per Section V, will also be added for comparison/ranking purpose for evaluation.
- 35.2. The Contract shall be awarded to the responsive Bidder(s) who is Item-wise lowest and who meets the laid down Qualification Criteria in the Bid documents.
- 35.3. The Bids will be evaluated based on the L1 Selection Method and the qualification criteria as mentioned in Qualification Criteria.
- 35.4. A Bidder must comply all criteria as defined in Qualification Criteria to proceed to opening of Financial/Price bid.
- 35.5. Bids will be evaluated based on the L1 Selection Method. Further, the bidder qualifying the technical bid, which is as per the criteria defined in Qualification Criteria, will be considered a 'Technical Responsive Bidder.' Only financial bids of technically responsive bidders will be opened.
- 35.6. The Bid of the Technically Responsive Bidder who submits the lowest Financial/Price bid (Item wise) will be rated as the 'Best Bid' and will be declared as the successful Bidder.
- 35.7. Further, in the event of tie, i.e., one or more Bidders with the same Price value and the same being the Lowest, then the bid from the bidder selected as L1 after running the auto run L1 option available on GeM will be rated as the 'Best Bid'.
- 35.8. In case of minor deviation and/or minor irregularity and/or minor non-conformity in the Bid, SAI reserves the right to waive the same. If a Bid is not Substantially Responsive, it will be rejected by SAI.
- 35.9. The Purchaser reserves the right to give the price preference/ purchase preference as per the instruction in vogue while evaluating, comparing and ranking the responsive Bids. The Bidders claiming the same should enclose the concerned Notification of Govt. of India along with other relevant documents so as to establish their claim for such preferences.
- 35.10. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders:**
- 35.11. The purchaser will take into account also the additional factors, if any, incorporated in tender document in the manner and to the extent indicated therein.

Further to above points in Scrutiny & Evaluation of Bids above, the purchaser's evaluation of a tender will include and take into account the following:

- 35.11.1. In the case of goods manufactured in India or goods of foreign origin already located in India, Goods and Services Tax, Works Contract Tax etc. which will be contractually payable (to the bidder), on the goods and services; and
- 35.11.2. The Purchaser reserves the right to give the purchase preference to MSEs/ Local Suppliers while evaluating, comparing and ranking the responsive tenders as per the MSE purchase preference policy issued by concerned department.
- 35.11.3. All conditions as per DPIIT order dated 16.09.2020 will be applicable and shall for all purposes be considered a part of the contract and the main points for participation are as defined below:
- 35.11.4. As per 3 (b) of this circular, only Class I Local Supplier & Class II Local Supplier will be eligible to bid in this IFB.

As defined in the order,

Class I Local Supplier means a supplier or service provider whose goods, services or works offered for procurement has local content equal to or more than 50%
&
Class II Local Supplier means a supplier or service provider whose goods, services or works offered for procurement has local content more than 20% but less than 50%.

- 35.11.4.1. As per 9 (a) of the above order, the Class I & II local supplier are required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for Class I/II local supplier as the case may be. They shall also give details of locations at which the local value addition is made.
- 35.11.4.2. In case the procurement is above 10 cr. Certification as per 9(b) of the order will be applicable.

Note 1: "If the bidder is a MSE, it shall declare in the bid document the Udyog Aadhar Memorandum Number/ Udyam Registration Number issued to it under the MSMED Act, 2006. If a MSE bidder do not furnish the UAM Number along with bid documents, such MSE unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.

Note 2: In case of purchase preference, the Purchase preference to Micro and Small Enterprises will get precedence over purchase preference to Make In India in Clause.

36. Contacting the Purchaser

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

(h) AWARD OF CONTRACT

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

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

2. Notification of Award

- 2.1. The bidder whose bid has been accepted will be notified of the award by the Purchaser prior to the expiry of the bid validity period.
- 2.2. Before expiry of the bid validity period, the Purchaser will notify the successful bidder in writing, by speed post or email that its bid for items, which have been selected by the Purchaser, has been accepted; also briefly indicating there-in, that the essential details like description, quantity of the items, and delivery period, and prices have been accepted. The successful bidder must furnish to the Purchaser the required Performance Security within 14 days from the date of dispatch of this notification. SAI reserves the right to impose penalty @ 0.05% of contract value per day for further period of 07 days, failing which the Bid Security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided under GCC Clause 5 under **Section VII (A)**.
- 2.3. The Letter of Award (LoA) will state the sum that the Purchaser will pay to the successful bidder in consideration of the items to be supplied by him.
- 2.4. The details of award of work and name of the successful bidder shall be mentioned on the GeM and also in the notice board/bulletin/website of SAI.
- 2.5. Notification of Award shall constitute the conclusion of the Contract.

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

- 3.1. At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty-five (25) per cent, the quantity of goods and services mentioned in the schedule(s) in the "Supply Requirements" (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer.
- 3.2. If the quantity has not been increased to the maximum of 25% of the tendered quantity at the time of awarding the contract, the purchaser reserves the right to increase the quantity further by up to the balance available twenty five (25) per cent of the tendered quantity of goods and services (rounded off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract during the currency of the contract.

4. Issue of Contract

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

5. Annulment of Award

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

6. Termination of Contract

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

7. Disqualification

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

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

- 8.1. Failure of the successful Bidder in providing Performance Security and / or returning contract copy duly signed in terms of ITB shall make the Bidder liable for forfeiture of its bid security and, also, for further actions by the Purchaser against it as per the clause 21 of GCC – Termination of default in Section-VII (A) and other administrative actions as deemed fit by the purchaser.

9. Corrupt or fraudulent practices

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

10. Conflict of Interest among bidders/agents

- 10.1. A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of purchaser's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process if;
- 10.1.1. they have controlling partner (s) in common; or
 - 10.1.2. they receive or have received any direct or indirect subsidy/financial stake from any of them; or
 - 10.1.3. they have the same legal representative/agent for purposes of this bid; or
 - 10.1.4. they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or

influence on the bid of another bidder; or

- 10.1.5. bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assemblies from one bidding manufacturer in more than one bid.
- 10.1.6. a bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid;
- 10.1.7. in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business.

SECTION - II -(B) - INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

A. PREPARATION OF BIDS

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

B. SUBMISSION OF BIDS

- (i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (ii) Bidder should prepare the EMD as per the instruction specified in the tender document. The original should be posted/couriered/given in person to the concerned official latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
- (iii) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- (iv) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (v) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

C. ASSISTANCE TO BIDDERS

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

Any queries relating to the process of online bid submission or queries relating to GEM Portal in general may be directed to the GEM Portal Helpdesk. The Contract number for the helpdesk is 1800-419-3436 / 1800-102-3436.

SECTION - III -(A)- QUALIFICATION CRITERIA

- a. The Bidder must be a Manufacturer or its authorized agent (with Manufacturer authorization as per Section IV (E) and should be **Class I/ Class II Local Supplier with a minimum local as defined in Clause 4 for of Section II (ITB).**

Bidder should provide self-certification that the item offered meets the local content requirement for Class I/II local supplier as the case may be. They shall also give details of locations at which the local value addition is made.

- b. The bidder must satisfy the following eligibility criteria –

Sl. No.	Descriptions	Document Required
1.	The bidder must be a company/ firm/ sole proprietor/ LLP registered in India	Enclose copy of Incorporation/ registration issued relevant authority in India.
2.	Relevant ISO certificate must be enclosed by the bidder during the time of bid submission: Quality Management System Certificate	Certificate must be enclosed.
3.	EMD - Rs 248000/- for All Equipment Equipment Wise EMD: <ol style="list-style-type: none"> 1. Manual Therapy Couches =Rs.20000/- 2. Vacuum Therapy (Both upper & Lower Body) =Rs.84000/- 3. Sensor Based Knee Assessment Devices with Digital Hand-Held Dynamometer =Rs.24000/- 4. Class 4 Laser 15 W =Rs. 46000/- 5. Focused Shockwave Therapy Unit = Rs. 74000/- The bidder claiming EMD exemption shall submit necessary documents as per the MSE and Startup policy of Gol.	Required document must be submitted by bidder.
4.	The Bidder or its OEM {themselves or through re- seller(s)} should have supplied and installed in last Three Years from the date of bid closing, at least 50% of the quantity indicated in the bid (rounded off to next whole number) of the tendered equipment OR Physiotherapy Equipment.	The requisite order (s) along with satisfactory completion certificate issued by relevant authority. All the submitted Purchase orders and satisfactory installation certificates should be duly signed by the procurement authority.
5.	Bidder should have an Average Annual Turnover of Rs 49,60,000/- (<i>approx. 40% of the estimated cost</i>) in the last 3 audited Financial Years ending 31st March 2025.	Statutory Auditors/ Chartered Accountant certificate. Balance Sheet and Profit and Loss Account for the last three financial years.

6.	Income Tax Return of Last 3 Years	Documentary evidence must be enclosed
7.	GST Certificate	Documentary evidence must be enclosed
8.	Bid Submission Form <i>(To be submitted on Bidder's Letter Head)</i>	Declaration as per format at Annexure- SECTION - IV- (A)
9.	Authorization Certificate issued by OEM in favor of the bidder, if the bidder is not the Manufacturer of the goods to be supplied. ((Must be on OEM letter Head))	Declaration as per format at Annexure- SECTION - IV- (B)
10.	NEFT Mandate Form <i>(To be submitted on Bidder's Letter Head)</i>	Declaration as per format at Annexure- SECTION - IV- (C)
11.	Disclosure of conflict of interest <i>(To be submitted on Bidder's Letter Head)</i>	Declaration as per format at Annexure- SECTION - IV- (D)
12.	Disclosure of code of integrity <i>(To be submitted on Bidder's Letter Head)</i>	Declaration as per format at Annexure- SECTION - IV- (E)
13.	DECLARATION As per GFR Clause 144 (xi) <i>(To be submitted on Bidder's Letter Head)</i>	Declaration as per format at Annexure- SECTION-IV- (F)
14.	Affidavit/Undertaking The bidders should not have been debarred/blacklisted by any state/central government/PSUs	Declaration as per format at Annexure- SECTION-IV- (G) Undertaking should be on non-judicial stamp paper of Rs.100/- notarized after the date of tender publication
15.	Declaration for Local content <i>(To be submitted on Bidder's Letter Head)</i>	Declaration as per format at Annexure- SECTION-IV- (H)
16.	DECLARATION OF WARRANTY & CMC (2+3 YEARS) <i>(To be submitted on Bidder's Letter Head)</i>	Declaration as per format at Annexure- SECTION- IV- (I)

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

Note for Bidders:

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

Substantial Compliance ‘and would be final.

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

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

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

SECTION - IV
Annexure- (A)
BID SUBMISSION FORM

Date_____

To

Regional Director
Sports Authority of India,
Northern Regional Centre
Sonipat-131021

Ref: Your Bidding Document No.

Sir,

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

2. We further confirm that, if our Bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 05 of Section-VII (A) for due performance of the Contract.

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

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

5. We confirm that the rates offered by the OEM or its authorized agent are same in respect of the items stipulated in the contract document.

6. We undertake that we have not supplied the required items at a price lower than the price quoted for these items by us.

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

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

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

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

[Signature with date, name and designation]

Duly authorised to sign Bid for and on behalf of Messrs_____

[Name & address of the manufacturers]

SECTION - IV
Annexure- (B)
MANUFACTURER'S AUTHORISATION FORM

To

Regional Director
Sports Authority of India
Northern Regional Centre,
Sonipat-131021

Sir,

Reference your RFP/IFB No. _____, dated _____

We, _____ who are proven and reputable manufacturers/(
Name of the Manufacturer) of _____ (*name and description of the
goods offered in the Bid*) having factories/offices at _____,
hereby authorize Messrs _____ (*name and address of the agent*)
to submit a Bid, process the same further and enter into a Contract with you against your
requirement as contained in the above referred Bidding Documents for supply of the above
goods manufactured by us during the currency of the Contract.

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

Yours faithfully,

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

[Name & address of the manufacturers]

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

SECTION - IV
Annexure- (C)
NEFT MANDATE FORM

From: M/s.

Date:

To

Regional Director
Sports Authority of India
Northern Regional Centre,
Sonipat-131021

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 us under noted account.

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATE FORM

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

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

[Name & address of the bidder]

Confirmed by Bank

Enclosed a copy of Crossed Cheque

SECTION - IV
Annexure- (D)
DISCLOSURE OF CONFLICT OF INTEREST

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

(Authorized Signatory)
Stamp

SECTION – IV
Annexure- (E)
DISCLOSURE OF CODE OF INTEGRITY

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

1. Prohibition of: -

- a) Making offer either directly or indirectly in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- b) Any omission, or misrepresentation that may mislead or attempt to mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
- c) Any collusion bid rigging or anti-competitive behavior that may impair the transparency, fairness and the progress of the procurement process.
- d) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- e) Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.
- f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- g) Obstruction of any investigation or auditing of a procurement process.
- h) Making false declaration or providing false information for participation in a tender process or to secure a contract.

2. It is also disclosed that no previous transgressions have been made in respect of the provisions of Sub Clause (i) of Rule 175 of GFR with any entity in any country during the last three year or of being debarred by any other procuring entity.

(Authorized Signatory)
Stamp

SECTION – IV

Annexure- (F)

Declaration as per New GFR Clause, 144 (xi)

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

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

SECTION - IV
Annexure-(G)
AFFIDAVIT/UNDERTAKING

(On 100 Rupees Non Judicial Stamp Paper)

I/ We have read and understood the instructions and the terms and conditions contained in the document.

I/We accordingly accept all terms and conditions of the tender enquiry document including the essential conditions specially incorporated in the tender enquiry like terms of terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.

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

I/ We do hereby declare that the information furnished/ uploaded is correct to the best of my/our knowledge and belief.

I/We hereby certify that the prices offered by us in this tender is not higher than the prices we had offered to any other Govt. of India Organization(s)/PSU(s) during the last one year and shall provide the justification for reasonableness of our offered price whenever asked during evaluation of our submitted bid.

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

Date:

(Signature of the bidder)

NAME & ADDRESS OF THE BIDDER

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

SECTION -IV

Annexure- (H)

Self-Declaration Certificate for Local Content

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

OR

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

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

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

S. N.	Name of the Service	Local content calculated as above %	Imported content including all Custom duties (%)	Location of value addition
---	---%	INDIA

Date: _____

Seal & Signature of the Bidder

Note:

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

SECTION-IV

ANNEXURE – (I)

DECLARATION OF WARRANTY & CMC (2+3 YEARS)

(To be submitted on Bidder's Letter Head)

We, M/s _____, having our registered office at _____, hereby declare and undertake that:

1. We shall provide comprehensive warranty for a period of Two (02) years from the date of successful installation, commissioning, and acceptance of the supplied equipment/items by the consignee/user department. (On Equipment 1, 2, 3, 4 and 5)
2. After completion of the above warranty period, we shall provide Comprehensive Maintenance Contract (CMC) for a further period of Three (03) years, covering all parts (including spares), labour, service charges, preventive and corrective maintenance without any additional cost to the purchaser. (on equipment 2, 3, 4 and 5)
3. The warranty and CMC obligations shall remain valid irrespective of any change in our organization, including merger, takeover, or change in ownership.
4. We confirm that this declaration forms an integral part of our bid and is binding upon us.

In case of any failure to comply with the above, the purchaser shall be at liberty to take appropriate action.

For M/s _____

Authorized Signatory

Name: _____

Designation: _____

Signature: _____

Date: _____

Seal of the Firm

SECTION - IV -(J)- PRICE SCHEDULE (BOQ)

Sr.No	Item Name	Quantity (A)	Price/unit with 2 yrs warranty before GST (B)	GST (%) (C)	GST Amount (D= B * C)	Unit Price at Consignee site with GST (E= B+D)	TOTAL AMOUNT (F= E * A)
1	Manual Therapy Couches	10					
2	Vacuum Therapy (Both upper & Lower Body)	01					
3	Sensor -based Knee Assessment Device with Digital Handheld Dynamometer	01					
4	Class 4 Laser 15W	01					
5	Focused Shockwave Therapy Unit	01					
TOTAL COST OF THE EQUIPMENT (in INR)							

CAMC COST in INR					
S.No.	CAMC Description	Amount without GST	GST	GST Amount	Total amount with GST
1	CAMC for 1st Year				
2	CAMC for 2nd Year				
3	CAMC for 3rd Year				
TOTAL CAMC COST FOR 3 YEARS					

- Please quote total cost in figures and words (inclusive of all applicable levies, Taxes, Duties, Transportation, Packing and all other incidentals).
- Any levies and taxes like Packing, Forwarding, Freight, Insurance charges, GST etc. are mandatorily to be included in the total cost.
- Any alteration/cutting/over-writing in the rates should be attested by the authority signing the bid. Bids received with alteration/ cutting/over-writings without attestation will not be considered.
- If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail, and the total price corrected accordingly.
- If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected.
- If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- As the basis of bidding is unit rate, it will be assumed that in absence of any other information, rate quoted is for per unit.
- Ranking of Bidders would be on the basis of Grand total cost. In case 02 or more bidders quote the same rate, the successful bidder will be the one selected after running the auto run L1 option available on GeM or as per the applicable guidelines of GeM.

Signature of Bidder_____Name & Designation_____Place: _

Business Address_____Date: _____

Seal of the Bidder_____

PART-2- SUPPLY REQUIREMENT AND SPECIFICATION

SECTION - V - SUPPLY REQUIREMENTS

S. No.	Details of Items /NCOE wise Quantity	Sonipat	Total Quantity
1	Manual Therapy Couches	10	10
2	Vacuum Therapy (Both upper & Lower Body)	01	01
3	Sensor -based Knee Assessment Device with Digital Handheld Dynamometer	01	01
4	Class 4 Laser 15W	01	01
5	Focused Shockwave Therapy Unit	01	01

Warranty: 02 years above each item, CAMC after Warranty: 03 years on items

listed at s.no. 2, 3, 4 and 5.

Part II: Required Delivery Schedule:

Required Delivery Schedule: Stores are required within 60 days from the date of Notification of Award. However, the Bidders may quote their earliest delivery period from the date of Notification of Award. Time is essence of Contract. The Supplier is requested to deliver goods within the Delivery Period and the date of delivery at Consignee site will be considered as actual date of delivery

Part III: Required Terms of Delivery:

Free Delivery at Consignee Site.

Part-IV: Consignee Details:

- As per SECTION – VIII (E)

SECTION - VI - TECHNICAL SPECIFICATIONS

S. No.	Department	Name of the Equipment	Qty.	Specifications
1	Physiotherapy	Manual Therapy Couches	10	<ol style="list-style-type: none"> 1. It should be all in one treatment table with 3-D features, ergonomically designed and well cushioned for patient comfort. 2. It should come with foot switch/ hand remote for height adjustment between 50 to 90 cm. 3. Lifting capacity 220 KG. 4. Length of table 180 -200 cm 5. Width of table 50 to 60 cm 6. Should come with tilt up and down features and electrically operational. 7. The table should have adjustable head, body segments and foot sections for easy positioning. 8. Should have arm rest, and side supports for patient's comfort and safety. 9. The table should be built with a sturdy frame with leather upholstery 10. Should be able to work at 220V power supply. 11. Should come with two sides of brackets for fixation of stabilization belts/ elastic bands. 12. Head and leg section should be adjustable. 13. Should have a face hole and head section with removable face holder cover. 14. Transportation wheels with locking feature. 15. Should have international safety and quality certification.
2	Physiotherapy	Vacuum Therapy (Both upper & Lower Body)	01	<p>The Intermittent Vacuum Therapy Equipment with Oxygen integration for upper and lower limb must have -</p> <ol style="list-style-type: none"> 1. Negative pressure (vacuum) 2. Adjustable from -10 to -120 bars 3. Intermittent period of vacuum/normal pressure adjustable from 1 second to 60 seconds 4. Dimensions of main machine: <ol style="list-style-type: none"> a) Width of the machine-100cm b) Height of the machine (without vacuum chamber) - 70 cm c) Length of the vacuum chamber -105cm d) Size of the control panel - 24 x 38 cm 5. Dimensions of the bed: <ol style="list-style-type: none"> a) Width of the bed - 90cm b) Length of the bed- 120cm c) Height of the bed with mattress- 65cm 6. Oxygen generator: Philips USA Oxygen output - 1- 5 ltrs/minute 95-75% purity 7. Other special features available in select models Power assisted closure of iris, remote control for operations, Alexa based music system. 8. Programming can be programmed to any number as per demand of the customer

				9. Certification- CE Certified 10. Made in India by Govt. recognized start-up under make in India scheme
3	Physiotherapy	Sensor -based Knee Assessment Device with Digital Handheld Dynamometer	01	1. Motion Sensor for Knee assessment: 2. It measures- mobility, extension lag, proprioception, balance (static & dynamic), stair climb, gait & squat analysis to detect movement deficiencies, compensations, and endurance levels. 3. Equipped with wearable IMU sensors it delivers automated reports, symmetry indices, and validated normative comparisons for objective decision making. 4. Assessment of train deficit areas in pre and post injury/ surgery. 5. Acting as both an evaluation and rehabilitation tool, it supports return to sport tracking, injury prevention, and neuromuscular recovery. 6. Should come with Tablet, min 10inch display with Bluetooth & Wi-Fi connectivity. 7. Should also come with HAND HELD DYNAMOMETER with following features- a) It should be lightweight, ergonomic instrument that fits comfortably in the examiner's hand for precise force measurements in lower and upper limb. b) Utilizing load cell sensor technology with Bluetooth 4.x connectivity, the force applied to the sensor is accurately measures in kilogram-force (kgf) units. c) The device can detect a force as low as 0.1 kgf and maintains an outstanding 98% accuracy rate between 1 and 150 kgf. The onboard LED display makes it easy to monitor the results, and Bluetooth enables wireless data transmission, enabling smooth connection with smartphones running iOS and Android for effective data gathering and analysis.
4	Physiotherapy	Class 4 Laser 15W	01	1. Laser Class: Class IV 2. Laser Type: Solid-state laser 3. Wavelengths: Dual – 810 nm and 980 nm 4. Power Output: Adjustable from 0.5 W to 15 W 5. Operating Modes: Continuous Wave (CW) and Pulsed 6. Aiming Beam: 650 nm, < 4.5 mW 7. Dimensions: Approx. 40cm (L) × 30cm (W)× 20 cm (H) 8. Weight: Approx. 3– 5kg. 9. Portability: Integrated battery for mobile use 10. Carrying Case: Supplied with soft protective bag; optional rolling hard case available 11. Smart Handpiece: Real-time visual and sensory feedback for consistent, safe dosing 12. Perfect Protocol: Customizable settings for personalized therapy 13. Preset Protocols: Library of predefined protocols for common conditions 14. Head Recommendation System: Device alerts user to correct treatment head based on power level 15. On -Contact Massage Ball Delivery:Improves penetration and minimizes reflection loss 16. Chronic/Acute Mode Selection: Optimized settings for condition type 17. Battery-Operated: Allows use across multiple treatment locations (clinic, field, home care) 18. Must have FDA and CE approved.

				19. Warranty: Min. 2 years (unit and hand-pieces)
5	Physiotherapy	Focused Shockwave therapy Unit	01	<p>Focused Shock Wave therapy should have</p> <ol style="list-style-type: none"> 1. The system shall be provided with a touch screen computerized display unit. 2. Should be equipped with a built-in software to allow a visualization of anatomical information. 3. Should come with a control unit and an integrated patient management software, with pre-set treatment protocols. 4. It should serve the treatment of both near-surface and deep target areas in the body. 5. Handpiece can be applied with Ultrasound gel with comfortable vibration therapy. 6. Should be offered in a mobile trolley from the manufacturer. 7. Specifications: <ol style="list-style-type: none"> A. Frequency range 1-25 Hz B. Energy output 4-5 bar C. Penetration depth between 100-120mm or more D. Focal zone between 5-10mm E. Treatment time should be adjustable between 5-20 mins F. Vibration frequency up to 50 Htz. G. Pulse repetition rate between 1-20 Hz H. Should come with safety features and emergency stop I. Should be compatible to work on 220V AC/ Indian Power Supply. J. Should have international quality and safety certifications.

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

PART-3 - CONTRACT

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

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SECTION - VII (A) - 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.
- 1.2. All relevant clauses in Section II, Instructions to Bidders (ITB), will be binding on this purchase.

2. Use of contract documents and information

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

3. Intellectual Property Rights/Patent Rights

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

4. Country of Origin

- 4.1. All goods and services to be supplied and provided for the contract shall have the origin in India/ any other country with which India has not banned trade relations.
- 4.2. The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.
- 4.3. The country of origin may be specified in the price schedule.

5. Performance Security

- 5.1. As guarantee for the due performance, observance and fulfilment of all obligations, terms, conditions, representations, warranties and covenants of the Supplier under the Bidding Documents within **14 days** from the date of the issue of notification of award by the purchaser, the Supplier shall furnish

Performance guarantee to the Purchaser for an amount equivalent to **three per cent (03%) of the total value of the quoted item** prior signing of this contract.

- 5.2. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty period of **2** years from the date of acceptance of the items by the consignee(s).
- 5.3. Supplier may furnish performance guarantee in the form of an account payee Demand Draft, Fixed Deposit Receipt from a commercial bank, Bank Guarantee from a Commercial bank in an acceptable form in the format at **Section VIII (B)**, safeguarding the Purchaser's interest in all respects. Executive Director, SAI, NRC, Sonipat Union Bank of India Account No: 117710100055779, IFSC No. UBIN0811777
- 5.4. In the event of any amendment issued to the contract regarding extension of delivery period, the supplier shall, within 15 days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the amended contract.
- 5.5. Bid security will be refunded to the successful bidder on receipt of Performance Security.
- 5.6. The Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations subject to adjustment of all amounts/losses/damages/recoveries/ penalties payable to the Purchaser and claims of Purchaser, there from.
- 5.7. The Performance Security shall be denominated in Indian Rupees in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in **Section-VIII(B)** of this document in favour of the Purchaser.
- 5.8. Performance Security shall be forfeited and credited to the accounts of SAI, in the event of a breach of contract by the supplier, in terms of the relevant contract. Without prejudice to its other rights and remedies under any contract, law or equity (including without limitation Purchaser's right to terminate the Agreement for breach and claim for losses and damages),
- 5.9. Supplier agrees that the decision of Purchaser in respect of any forfeiture/invocation/adjustment of the Performance Security will be final and binding on the Supplier. Purchaser shall be entitled, without any limitation or interference, to forfeit/invoke/adjust the Performance Security, as set out in this Section. Upon forfeiture/invocation/adjustment of the Performance Security as aforesaid, the Supplier shall replenish the Performance Security to their original amounts within 7 days from the date of such forfeiture/invocation/ adjustment. In case of any delay or failure in replenishing the Performance Securities as set forth in the foregoing sentence, Purchaser reserves its rights to terminate the Bidding Documents without any further notice to the Supplier at the cost and liability of the Supplier.

6. Technical Specifications and Standards

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

7. Packing and Marking

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

8. Inspection, Testing and Quality Control

- 8.1. The Contractor should satisfy himself that the stores/goods are in accordance with the terms of the Contract and fully conform to the required specification by carrying out a thorough pre-inspection of each lot of the stores/goods before actually delivering the same to the consignee.
- 8.2. In normal course the Stores/goods will be supplied by the contractor on the basis of 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 -14 of GCC.
- 8.3. The Purchaser and/or its nominated representative(s) may, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications incorporated in the contract. The Purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging of Purchaser and/or its nominated representative(s) will be borne by the Purchaser and/or its nominated representative(s). However, if no pre-inspection has been carried out by the purchaser, it shall have the right to inspect the same at its own premises as provided in below provisions.
- 8.4. For such inspections and tests which are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- 8.5. If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required,

free of cost to the Purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.

- 8.6. If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the Purchaser under the terms & conditions of the contract.
- 8.7. The purchaser's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-dispatch inspection mentioned above.
- 8.8. The purchaser reserves the right to call for Latest lab-test report from authorized/accredited lab not later than a year old from Government or Government approved lab of each item quoted conforming to specifications as mentioned in Section VI. (If not applicable in the case of bidder firm from foreign country, lab-test report not later than a year old from accredited lab of the Authorized International Agency. Their in-house lab of each item quoted conforming to specification as mentioned in section VI.

9. Terms of Delivery

- 9.1. Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract.
- 9.2. The supplier/contractor is required to complete the supplies within the stipulated delivery period. Time shall be the essence of the Contract. However, in case contractor fails to complete the entire/ part quantity of supplies within the stipulated delivery period, the purchaser, at its discretion, may grant extension in delivery period for unsupplied quantity. Such extension in delivery if granted shall be subject to the following: -
 - 9.2.1. The supplier/Contractor shall pay, and purchaser will recover liquidated damages from the contractor as per contract or as may be indicated by the purchaser as per its prevailing policies.
 - 9.2.2. No increase in price on account of any statutory increase in or fresh imposition of GST and freight charges/demurrage charges or on any account of any other taxes, levies or duty leviable in respect of the equipment specified in the contract, which takes place after the date of delivery period stipulated in the said contract, shall be admissible on such of the equipment as are delivered after said date.
 - 9.2.3. Notwithstanding any stipulation in the contract for increase in price on any other ground no such increase which takes place after the delivery date stipulated in the contract shall be admissible on such of the equipment as are delivered after the said date.
 - 9.2.4. The purchaser shall be entitled to the benefit of any decrease in price on account of deduction in statutory levies, GST and duties or on account of any other ground which takes place during the currency of the contract and/ or after the expiry of the delivery date stipulated in the contract.
 - 9.2.5. Deleted being N/A

10. Insurance:

10.1. Unless otherwise instructed, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

10.1.1. As the Agreement is a case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores/goods duly insured for an amount equal to 110% of the value of the goods from warehouse to warehouse (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.

10.1.2. Deleted being N/A

10.1.3. If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will be got extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee without any reason, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actual will be reimbursed.

11. Spare Parts

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

12. Incidental services:

12.1. 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.

12.1.1. Installation and Demonstration of the goods

12.1.2. On Site Training of Purchaser's Staff to start immediately but not later than 15 days after successful installation of the equipment.

12.1.3. Supplying required number of operation & maintenance manual for the goods as may be updated from time to time.

12.1.4. Providing comprehensive maintenance, if applicable as per Section V of the document.

13. Dispatch Documents for Goods:

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

13.1.1. For Domestic Goods, including goods already imported by the supplier under its own arrangement. Within 24 hours of dispatch, the supplier shall notify the purchaser, consignee, and other concerned if mentioned in the contract, the complete details of dispatch and also supply the following documents to them by e-mail/speed post (or as instructed in the contract):

- 13.1.1.1 Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
 - 13.1.1.2 Consignee Receipt Certificate as per Section VIII C in original issued by the authorized representative of the consignee.
 - 13.1.1.3 Two copies of packing list identifying contents of each package;
 - 13.1.1.4 Inspection certificate issued by the designated inspection agency, if any
 - 13.1.1.5 Certificate of origin;
 - 13.1.1.6 Insurance Certificate as per GCC Clause.
 - 13.1.1.7 Manufacturers/Supplier's warranty certificate & In-house inspection certificate.
- 14.1.1. For Goods imported from abroad: Deleted- N/A

14. Warranty

- 14.1. The supplier warrants comprehensively that the goods supplied under the contract is/are new, unused and incorporate all recent/latest improvements in design and materials unless prescribed otherwise by the Purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 14.2. The warranty shall remain valid for 2 years from the date of installation, commissioning, and acceptance. If, Comprehensive Annual Maintenance Contract (CAMC) is required to be done as per Section V, it shall be for a period of 2+3= 5 years for all the equipment after the goods or any portion thereof, as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser/consignee in terms of the contract. The supplier shall promptly repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Purchaser for such replaced parts/goods thereafter on any account whatsoever.
- 14.3. If the supplier, having been notified, fails to rectify/replace the defect(s) promptly, the Purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the Purchaser may have against the supplier.
- 14.4. Supplier shall carry sufficient inventories at site to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Purchaser promptly on receipt of order from the purchaser.
- 14.5. The purchaser/consignee reserves the rights to enter into Comprehensive Annual Maintenance Contract between Consignee and the Supplier for the period as mentioned in Section VIII (A) (II). Technical specification after the completion of warranty period.
- 14.6. The supplier and the CAMC provider shall ensure continued supply of the spare part for the machines and equipment supplied by them to the purchaser for ~~ten~~ years including warranty period.
- 14.7. An UPTIME warranty of 95% during the warranty should be provided. Down time above 5% per year will extend the warranty period by double the down time period.

15. Assignment

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

16. Prices

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

17. Taxes and Duties.

- 17.1. Supplier shall be entirely responsible for all taxes, duties, levies etc. incurred until delivery of the contracted goods to the purchaser. Only statutory variations on finished product if stipulated in Contract shall be allowed to the extent of actual payment by the Supplier. Local Duties & Terminal Taxes etc.:
- 17.2. Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the Purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser. However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage/detention charges and obtain a receipt for the same. The purchaser shall in no event be liable for any detention/demurrage charges. The supplier should forward the receipt obtained for such payment to the Purchaser to enable the Purchaser to reimburse the supplier and take other necessary action in the matter.

18. Terms and Mode of Payment

18.1. Payment Terms

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

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

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

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

- (v) Inspection Certificate issued by the nominated inspection agency, if any.
 - (vi) Insurance certificate as per GCC Clause 10.
 - (vii) Certificate of origin
- 18.1.2. Payment for Imported Goods on DDP terms: Deleted- NA

18.2. Payment for Comprehensive Annual Maintenance Contract Charges (if Applicable as per Section V):

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

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

- 18.3. The supplier shall not claim any interest on payments under the contract.
- 18.4. 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.
- 18.5. The payment shall be made in INR only.
- 18.6. While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of supplier for claiming that payment has been fulfilled as required under the contract.
- 18.7. While claiming reimbursement of taxes etc. From the purchaser/consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, if (the supplier) shall refund to the Purchaser/Consignee forthwith.
- 18.8. 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.
- 18.9. All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/RTGS systems as per the NEFT Mandate Form attached as per Section-IV (F).
- 18.10. Deleted being N/A

19. Delay in the supplier's performance.

- 19.1. The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed not later than the date (s) as specified in the contract.
- 19.2. In cases where Delivery Period is linked with date of opening of Letter of Credit, and in case the Letter of Credit is amended to make Letter of Credit as per contract, then in such cases the Delivery Period will be calculated from the date of amendment of Letter of Credit.
- 19.3. Subject to the provision of Force Majeure under GCC clause 24, any delay by the supplier in maintaining its contractual obligations towards delivery of

goods and performance of services shall render the supplier liable to any or all of the following actions:

- 19.3.1. Imposition of Liquidated Damages,
- 19.3.2. Forfeiture of its Performance Security and
- 19.3.3. Termination of the Contract for default.

19.4. If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser in writing about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

19.5. In case, Performa Invoice submitted by supplier is found to be deficient, because of which purchaser is unable to open the letter of credit, delay shall be to the account of supplier & purchaser shall deduct liquidated damages as per clause 20 of General Condition of Contract.

19.6. When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter-alia contains the following conditions:

19.6.1. The Purchaser shall recover from the supplier, under the provisions of the clause 20 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.

19.6.2. That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of Goods and Service Tax and Works Contract Tax or on account of any other tax or duty/levy which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.

19.6.3. But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Goods and Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

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

19.8. Passing of Property

19.8.1. The property in the goods shall not pass to the purchaser unless and until the goods have been delivered to the consignee and

thereafter inspected and accepted in accordance with the conditions of the contract.

19.8.2. Where there is a contract for sale of specific goods and the supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.

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

20. Liquidated damages

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

20.2. In the event of delay in submission of proforma Invoice, the delay shall be to the account of supplier & Purchaser shall deduct Liquidated damages as per Clause 20 of General Condition of Contract. Proforma Invoice should be strictly as per the terms & conditions mentioned in Notification of Award/Tender Conditions.

20.3. Proforma Invoice submitted by supplier is found to be deficient, because of which purchaser is unable to open the letter of credit, delay shall be to the account of supplier & purchaser shall deduct liquidated damages as per clause 20 of GCC.

21. Termination for default

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

21.2. In the event of Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub clause 21 above, the Purchaser/Consignee may procure goods and / or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure and costs, if any incurred by the purchaser/consignee for arranging such procurement.

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

22. Notice

22.1. Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by e-mail/speed post and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt

of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

- 22.2. The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

23. Termination for insolvency

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

24. Force Majeure

- 24.1. The supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 24.2. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- 24.3. If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 24.4. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 24.5. In case due to a Force Majeure event the Purchaser is unable to fulfil its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

25. Termination for convenience

- 25.1. The Purchaser reserves the right to terminate the contract, in whole or in part for its (purchaser's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the purchaser. The notice shall also indicate inter-alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 25.2. The goods and services which are complete and ready in terms of the contract for delivery and performance at the earliest but not later than three

(03) days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser following the contract terms, conditions and prices.

26. Fall Clause

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

27. Withholding and lien in respect of sums claimed

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

28. Resolution of disputes

- 28.1. If dispute or difference of any kind shall arise between the Purchaser and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 28.2. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the Purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration, appointed to be the arbitrator by the Director General (Sports Authority of India). The award of the arbitrator will be final and binding on the parties to the Contract.

The procedure and fee of the arbitrators shall be in accordance with the prevalent procedure and policies of SAI.

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

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

29. Applicable Law

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

SECTION - VIII (A) - (I) - CONTRACT AGREEMENT

SPORTS AUTHORITY OF INDIA,

Contract No _____ Dated _____

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

1. Name & address of the Supplier (holder): _____
2. Purchaser's Bidding Document No _____ dated _____ and subsequent Amendment No _____, dated _____ (if any), issued by the purchaser.
3. Supplier's Bid No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the supplier and the purchaser in connection with this Bid.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this:

- (i) General Conditions of Contract;
Special conditions of the contract;
- (ii) Schedule of Requirements;
- (iii) Technical Specifications;
- (iv) Bid Form furnished by the supplier;
- (v) Price Schedule(s) furnished by the supplier in its Bid;
- (vi) Manufacturers' Authorisation Form (if applicable for this Bid);
- (vii) Purchaser's Notification of Award of Contract

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

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

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

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

- (ii) **Contract valid up to:**

- (iii) **Prices:**

- (ii) **Details of Performance Security:**

- (v) **Warranty Period:**

- (vi) **Payment terms:**

**(Signature, name and address
of the purchaser's authorized 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 (A) - (II) - CONTRACT AGREEMENT

SPORTS AUTHORITY OF INDIA

Annual CM Contract No. _____ dated _____

Between _____ (Name and Address of Purchaser)

And _____ (Name and Address of the Supplier) _____

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

In continuation to the above referred contract

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

1	2	3	4			5	6
Schedule No.	Brief Description of goods	Quantity (Nos.)	Annual Comprehensive Maintenance Contract Cost for Each Unit Year wise (in Rupees.)			Taxes (in Rupees.)	Total Annual Comprehensive Maintenance Contract Cost for 5 Years* {3 X 4a+4b+4c} + 5 (in Rupees.)
			1 st	2 nd	3 rd		
			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 maintenance 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 authorized to sign on behalf of the supplier)
For and on behalf of _____
(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

**SECTION - VIII (B) - BANK GUARANTEE FORM FOR PERFORMANCE
SECURITY/ CAMC SECURITY**

To

_____.

WHEREAS _____ (Name and address of the supplier)
(Hereinafter called "the supplier") has undertaken, in pursuance of contract
no _____ dated

_____ to supply (description of goods and services) (herein after called "the
contract"). AND WHEREAS it has been stipulated by you in the said contract that the
supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized
by you for the sum specified therein as security for compliance with its obligations in
accordance with the contract; AND WHEREAS we have agreed to give the supplier such a
bank guarantee;

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

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

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

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

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

.....
.....

Name and designation of the
officer

.....
.....

.....
.....

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

SECTION - VIII (C) - INSPECTION & ACCEPTANCE CERTIFICATE

Certified that the following store(s) has/have been received in full & good condition as per the terms & conditions of Supply Order and Contract specifications and Terms & Conditions:

- | | | | |
|-----|-----------------------------------------------------------------|---|---|
| 1) | Contract No. & Date | : | — |
| 2) | Name and Address of Purchaser | : | — |
| 3) | Supply order No. and Date | : | — |
| 4) | Supplier's Name & Address | : | — |
| 5) | Consignee | : | — |
| 6) | Description of the item supplied | : | — |
| 7) | Quantity Supplied | : | — |
| 8) | Stock Entry Reference at Consignee | : | — |
| | Stock Register: | | |
| 9) | Delivery date- (As per supply order) | : | — |
| 10) | Extended Delivery Date, if any | : | — |
| 11) | Date of actual Receipt of goods by the Consignee | : | — |
| 12) | Delay in supplies beyond original delivery date(sl.no.8-refers) | : | — |
| 13) | Damages/Shortages/recoveries for late supplies etc., if any | : | — |
| 13) | Remarks, if any | : | — |

() () ()

Signatures of Inspection & Acceptance Committee Members

Counter signed by Head of the Centre

Date: _____

Place: _____

(Seal)

SECTION - VIII (E) - CONSIGNEE LIST

2.	Sonipat	Regional Director, Northern Regional Centre, Joshi Chauhan, G.T. Road, P.O Bahalgarh, Haryana, Sonapat-131021 E-mail: rcsonepat-sai@nic.in Contact no- 0130-2981562
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N.B: - The purchaser/consignee will ensure timely issue of Road Permits & Entry Tax Exemption Certificates, **wherever applicable to the suppliers.**

SECTION - VIII (F) - Format for MII declaration

(To be printed on letter head)

Self-Certification under preference to Make in India order Certificate

1. In line with Government Public Procurement Order No. P-45021/2017-PP (BE-II) dated 04.06.2020 and its amendments, we hereby certify that we M/s_____are local suppliers and the offered item having local content of _____% (excluding Net Domestic Indirect Taxes, Transportation, Insurance, Installation, Commissioning, Training and after sales service support like AMC/CMC etc.) as defined in above orders for the material against Tender/Bid No._____.Dated _____
2. Details of location at which local value addition will be made as follows:

3. We also understand, false declaration will be breach of the code of integrity under the rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per rule 151 (iii) of the General Financial Rules along with such other actions as maybe permissible under law.

Thanking You

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)

