www.gymfedindia.com

GYMNASTICS FEDERATION OF INDIA

S-382, GROUND FLOOR, PANCHSHEEL PARK, NEW DELHI – 110017

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Website: www.gymfedindia.com & E-mail: GFI@gymfedindia.com

Tender Reference No. Prgfi/RFP/JUL/11, dated 11-07-2026

"REQUEST FOR PROPOSAL (RFP)"

FOR

PROCUREMENT OF NON-CONSUMABLE GYMNASTICS EQUIPMENT

FOR

SAI-NCOE, CHHATRAPATI SAMBHAJI NAGAR, AURANGABAD

THROUGH

PROPRIETARY ARTICLE CERTIFICATE (PAC)

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GYMNASTICS FEDERATION OF INDIA
S-382, Ground Floor, Panchsheel Park, New Delhi – 110017
Website: www.gymfedindia.com & E-mail: GFI@gymfedindia.com

INVITATION FOR BID (IFB)

1. Gymnastics Federation of India (GFI), invites bids for supply and installation of following equipment/ items:

S. No.	Name of Equipment/Items	Total item Quantity	Amount of Bid Security/EMD in Rs. (Or equivalent Foreign Currencies)
1	Non-consumble Gymnastics Equipment	37 Nos.	**6,50,000 (Rupees Six Lakh Fifty Thousand Only)** Soft copy of the Bid Security be submitted to the following email ID on or before the last date and time of submission of Bid: GFI@gymfedindia.com and hardcopy to the Gymnastics Federation of India, S-382, Ground Floor, Panchsheel Park, New Delhi – 110017

2. BID SCHEDULE & DATA SHEET

Date of Publication	11.07.2026
Bid Submission End date and time	25.07.2026 at 15.00 Hrs.
Pre-Bid Meeting (Virtual Mode)	18.07.2026 at 16.00 Hrs.
Bid Validity Period	180 Days
Mode of Submission	1. **Softcopy to be sent to the following email** @ GFI@gymfedindia.com AND 2. **Hardcopy to be submitted at Office Address**: S-382, Ground Floor, Panchsheel Park, New Delhi – 110017
Opening of Technical and Financial Bid date and time	25.07.2026 at 16.00 Hrs.
Method of Procurement	**PAC (M/s GYMNOVA, Via M/s Swatantra Stores, Patiala, India)**
E-mail for all correspondence	GFI@gymfedindia.com

-Sd/-
The President
for and on behalf of
Gymnastics Federation of India

To: -
M/s GYMNOVA, Via
M/s Swatantra Stores, Patiala, India

PART-1 - BIDDING PROCEDURE

SECTION - II - INSTRUCTIONS TO BIDDERS (ITB)

SECTION – II

INSTRUCTIONS TO BIDDER (ITB)

A. PREAMBLE

1. Introduction

1.1. The Purchaser/GFI has issued these Bidding Documents for purchase of goods and related services as mentioned in **Section – V – "Schedule of Requirements**", which also indicates, inter-alia, the required delivery schedule, terms and place of delivery.

1.2. This section (Section II - "Instruction to Bidder") provides the relevant information as well as instructions to assist the prospective Bidder in preparation and submission of Bids. It also includes the mode and procedure to be adopted by the Purchaser for receipt and opening as well as scrutiny and evaluation of Bid and subsequent placement of contract.

1.3. The Bidders may download this Request for Proposal (RFP) from the Gymnastics Federation of India's website. Thereafter, the Bid shall be prepared and submitted both by email and in hard copy. The physical copy of the Bid shall be dispatched to the Office of the Gymnastics Federation of India at the address specified in the Bid Schedule, in accordance with the timelines and instructions set out in Section I of this RFP.

1.4. **Definitions and Abbreviations:** The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

1.4.1. **"Purchaser"** means the organisation purchasing goods/services as incorporated in this document i.e., Gymnastics Federation of India (GFI).

1.4.2. **"Bid"** (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer- to-offer services in accordance with the terms and conditions set out in this RFP.

1.4.3. **"Agency", "Firm", "Company", "Bidder", "Consultant", "Service Provider"** means any registered entity or person or associations of persons who submit their proposals for providing Services in accordance with this RFP.

1.4.4. **"Notification of Award" or "NOA"** means the letter issued by GFI to the Successful Bidder to undertake and execute the project in conformity with the terms and conditions set forth in the RFP and any subsequent amendments thereof.

1.4.5. **"Contract"** means the written agreement entered between the purchaser and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc., therein.

1.4.6. **"Party"** means the Client or the Bidder, as the case may be, and "Parties" means both of them.

1.4.7. **"RFP"** means this Request for Proposal issued by Gymnastics Federation of India for the purpose as mentioned in this document.

1.4.8. **"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 interest free Security Deposit.

1.5. The Bidders participating for the first time for e-Tenders on e-Tendering portal will have to complete Online Registration Process on the e-Tendering portal as mentioned in Section VIII (E). This section also mentions the guidelines for submission of bids

1.6. Before formulating the Bid and submitting the same to the purchaser, the Bidder should read and examine all the terms, conditions, instructions etc. contained in the Bidding Documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Bidding Documents may result in rejection of its Bid.

2. Language of Bid

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

B. BIDDING DOCUMENTS

Content of Bidding Documents

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

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

3. Amendments to Bidding Documents

At any time prior to the deadline for submission of Bid, the Purchaser may, for any reason deemed fit, modify the Bidding Documents by issuing suitable amendment(s) to it.

4. Clarification of Bidding Documents

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

C. PREPARATION OF BIDS

5. Documents Comprising the Bid

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

Technical Bid:

a) Scanned copy of Bid Security (**Original copy to be submitted on or before the last date and time of submission of bid to the office of the President, Gymnastics Federation of India S-382, Ground Floor, Panchsheel Park, New Delhi – 110017)**

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

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

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

e) Scanned copy of PAN/ TAN Registration No.

f) Scanned copy of GST Registration No.

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

h) Bidder should not stand debarred/blacklisted by any Central/State Government sector/ Public Sector Units/ Autonomous bodies/ Public Sector Banks/ Statutory bodies due to corrupt, fraudulent or any other unethical business practices as on date of bid submission.

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

j) 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.

k) 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.]". The format of the same is given at Section VIII (D)

l) Proforma invoice from OEM with price.

m) Bidder should be Class I/Class II Local Supplier. (As per 3 (b) of DPIIT order dated 16.09.2020). Class I Local Supplier means a supplier whose goods, offered has local content equal to or more than 50% and Class II Local supplier means a supplier whose goods, offered has local content 20%-50%. Self-Declaration Certificate regarding local content shall be submitted as per format given at Section VIII (G)

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

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

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

5.4. A Bidder, who does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

6. Bid Currencies

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

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

7. Bid Prices

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

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

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

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

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

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

Column 5(b &c): Any GST (% and corresponding value), which will be payable on the goods in India if the contract is awarded;

Column 5(d): Sum of the above two (5 (a)+5(c)) and will be the onsite price of the item(s) quoted.

7.4.2. For goods offered from abroad, the prices in the corresponding Price Schedule (IV (B) (II)) shall be entered separately in the following manner:

Column (e): The price of goods quoted FOB/FCA at port/airport of loading as indicated in the Schedule of Requirements. (inclusive of Indian agency Commission)

Column (f): The price for Freight, Insurance, etc. till named port of destination for goods quoted indicated in the Schedule of Requirements.

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

Column (h): The charges for Custom clearance and handling; (Custom duty will be exempted as mentioned above)

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

Column (l): IGST % as applicable as for quoted Item during Custom clearance as per HSN code of the item.

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

7.5. Additional information and instruction on Duties and Taxes

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

7.6. Octroi Duty and Local Duties & Taxes

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

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

7.7. Customs Duty

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

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

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

8. Firm Price

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

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

9. Alternative Bid–NA

10. Documents Establishing Bidder's Eligibility and Qualifications

10.1. Pursuant to ITB clause 6, the Bidder shall furnish, as part of its Bid, relevant details and documents establishing its qualifications to perform the contract if its Bid is accepted.

10.2. The documentary evidence needed to establish the Bidder's qualifications shall fulfil the following requirements:

a) In case the Bidder offers to supply goods, which are manufactured by some other firm, the Bidder has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The Bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section IV-A in this document.

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

11. Bid Security / Earnest Money Deposit

11.1. The bidder shall furnish Bid Security for an amount of Rs.6,50,000/- (Rupees Six Lakh Fifty Thousand only). The Bid Security is required to protect the Purchaser against the risk of the bidder's unwarranted conduct. Non-submission of Bid Security will be considered as major deviation and bid will not be considered.

11.2. 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. 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.

11.3. The Bid Security shall be furnished in Account Payee Demand Draft.

11.4. The Demand Draft shall be drawn on any Commercial Bank in India, in favour of the **"Gymnastics Federation of India",** payable at New Delhi. 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 (C) of the Bid Document.

11.5. The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. The Bid Security shall be valid for 225 days from the date of opening of the

Technical and Financial Bid.

11.6. 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.

11.7. 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 GFI in the Letter of Intent/ Notification of Award (NoA), its Bid Security/EMD will be forfeited.

11.8. Return of Bid Security/EMD: The EMD shall be released to the bidder after the contract has been signed by the bidder and the required performance security, as specified in the contract, has been received.

12. Bid Validity

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

12.2. In exceptional cases, the Bidders may be requested by the Purchaser to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid. Accordingly, the Bidder shall also extend the validity of the Bid Security for the same period.

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

13. Signing and Sealing of Bid

13.1. The Bidder shall submit their Bid as per the instructions contained in ITB Clause 5 & 6.

13.2. Bid shall either be typed or written in indelible ink and the same shall be signed by the Bidder or by a person(s) who has been duly authorized to bind the Bidder to the contract.

13.3. The Bid shall be duly signed at the appropriate places as indicated in the Bidding Documents and all other pages of the Bid. The Bid shall not contain any erasure or overwriting, except as necessary to correct any error made by the Bidder and, if there is any such correction; the person signing the Bid shall initial the same. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the Bid.

D. SUBMISSION OF BIDS

14. Submission of Bid

14.1. Bids shall be submitted both electronically via email and in hard copy. The hard copy shall be dispatched to the Office of the Gymnastics Federation of India (GFI) at the address specified in **Section VIII (E)** of this RFP, in accordance with the instructions contained therein.

14.2. GFI will open the Bids at the specified date and time and at the specified place as indicated in the Bid Schedule.

14.3. In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for GFI, the Bids will be opened at the appointed time on the next working day.

14.4. Authorized representatives of the Bidders who have submitted their Bids within the prescribed time may attend the Bid opening, provided they produce a valid Letter of Authorization issued by the respective Bidder and proof of Bid submission, such as the acknowledgement received at the official email address.

14.5. The bid is to be opened at the prescribed time and date as indicated in RFP Bid schedule. During the Technical and Financial Bid opening, the Bid opening official(s) will read the Salient Features of the Bids like brief description of the services offered and any other special features of the Bids, as deemed fit by the Bid opening official(s).

14.6. The authorized signatories/ representatives of such Bidders who wish to attend the Technical and financial bid opening may please do so by showing their bid acknowledgement slip.

14.7. Late Bids: Bids received after the specified date and time of receipt of the Bid as mentioned in the Bid schedule mentioned in Clause 2 of the RFP shall not be considered.

14.8. The Bidders are required to upload the documents as per requirement of this RFP.

14.9. Bidders shall submit 'Technical Bid' only in PDF/Scanned copy on email only. Hard Copy of Bid documents, documents through email will not be accepted.

14.10. The Bids submitted must be without any overwriting, interlineations, corrections, double typing, etc.

14.11. All terms and conditions in the bid document shall stand freeze on the date of opening of the bid.

14.12. The proof of work orders for claim of relevant experience should be dated on or after the date of registration of the firm/ company/LLP etc.

14.13. The bids from the bidder should be in English and should consist of the documents stated above clause No. 5 and are to be submitted online through email and offline to the GFI's address only.

E. BID OPENING

15. Opening of Bids

15.1. The Purchaser will open the Bid at the specified date and time and at the specified place as indicated in the IFB in Section-I.

15.2. In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for the purchaser, the Bid will be opened at the appointed time and place on the next working day.

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

F. SCRUTINY AND EVALUATION OF BIDS

16. Preliminary Scrutiny of Bid

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

16.2. Prior to the detailed evaluation of Price Bid, the Purchaser will determine the substantial responsiveness of Bid to the Bidding Document. For purposes of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents including Technical Specifications without material deviations. However minor deviation and /or minor irregularity and/or minor non-conformity in the Bid, the Purchaser may waive the same.

16.3. If a bid is not substantially responsive, it will be rejected by the Purchaser.

17. Qualification Criteria – "Deleted"

18. Conversion of Bid currencies to Indian Rupees

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

19. Evaluation for total requirement

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

G. AWARD OF CONTRACT

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

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

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

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

22. Notification of Award

22.1. Before expiry of the Bid validity period, the Purchaser will notify the successful Bidder(s) in writing, by registered / speed post or email (to be confirmed by registered / speed post) that its Bid for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, quantity of the goods & services, and delivery period, corresponding prices accepted. The successful Bidder must furnish to the Purchaser the required Performance Security within Fourteen (14) days from the date of dispatch of this notification, failing which GFI reserves the right to cancel the award. Relevant details about the Performance Security have been provided under GCC Clause 3 under Section VII.

22.2. The Notification of Award shall constitute the conclusion of the Contract.

23. Issue of Contract

23.1. Promptly after Notification of award, the Purchaser will mail the Contract Agreement as per Section VIII (A), duly completed and signed, in duplicate, to the successful Bidder by registered / speed post.

23.2. The successful Bidder shall return the original copy of the contract, duly signed and dated, to the Purchaser by registered/speed post within five days from the date of issue of the contract.

23.3. The Purchaser reserves the right to issue the Notification of Award Purchaser wise and schedule wise.

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

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

25. Corrupt or Fraudulent Practices

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

(a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;

(b) will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by the Purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or in executing the contract.

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

SECTION– III -QUALIFICATION CRITERIA

“Not Applicable”

SECTION – IV-(A): BID SUBMISSION FORM

Date___________

To,
The President
Gymnastics Federation of India
S-382, Ground Floor, Panchsheel Park,
New Delhi -110017

Ref: Your Bidding Document No. ___________________dated ____________

Dear Sir/Madam,

We, the undersigned, have examined the above-mentioned Bidding Document, including Amendment/Corrigendum No. __________ dated __________ (if any), the receipt of which is hereby duly acknowledged.

We hereby offer to supply and deliver the goods/equipment specified in the Bidding Document in conformity with the terms and conditions thereof for the total price indicated in the attached Price Schedule(s), which form an integral part of this Bid.

We further confirm that, if our Bid is accepted, we shall furnish a Performance Security in the prescribed amount and acceptable form in accordance with Clause 3 of the General Conditions of Contract (GCC) contained in Section VII for the due performance of the Contract.

We agree to keep our Bid valid for acceptance for a period of **180 (One Hundred Eighty) days** from the date of opening of the Bid or for such further extended period as may be mutually agreed upon. We further undertake that this Bid shall remain binding upon us during the aforesaid period and may be accepted at any time before its expiry. We also agree that, until a formal Contract is executed, this Bid together with your written acceptance thereof shall constitute a binding Contract between us.

We agree to all the terms and conditions of the General Conditions of Contract contained in Section VII of the Bidding Document, including the **Fall Clause** at Sl. No. 21.

We further understand that the Gymnastics Federation of India is not bound to accept the lowest Bid or any Bid that it may receive against the above-mentioned Bidding Document.

We hereby confirm that:

1. We are not deregistered, debarred, banned, or blacklisted by any Central Government, State Government, Public Sector Undertaking, Autonomous Body, or any other Government Authority in India.

2. We have fully understood and unconditionally accepted all the terms and conditions of the Bidding Document, including all amendments/corrigenda, if any.

Yours faithfully,

[Signature with Date]
Name: ________________________
Designation: ___________________
For and on behalf of: M/s ______________________
Manufacturer's Name & Address:

SECTION – IV -(B) PRICE SCHEDULE

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

1	2	3	4	5				6
				Price per unit (Rs.)				
Schedule	**Brief Description of Goods**	**Quantity (Sets)**	**Country of Origin**	**Ex - factory/ Ex - warehouse /Ex-showroom /Off- the shelf**	**GST (%)**	**GST value**	**Price on Free delivery at Consignee site**	**Total Price on Free Delivery at Consignees site. ** (Rs.) (Qty X Total Unit Price) 3 x 5(d)**
				(a)	**(b)**	**(c)**	**(d) =a+c**	
1	GYMNOVA Competition Floor	1						
2	GYMNOVA Uneven Bars Set	1						
3	GYMNOVA Beam	1						
4	GYMNOVA U Beam Widener	1						
5	GYMNOVA Multipurpose Carpet	1						
6	GYMNOVA Vaulting Table	2						
7	GYMNOVA Competition Runway for Vault	1						
8	GYMNOVA Round Off Mat	2						
9	GYMNOVA Riser Panel	1						
10	GYMNOVA Springboard	1						
11	GYMNOVA Springboard	1						
12	GYMNOVA Dismount Base	2						
13	GYMNOVA Springboard Guard	2						

14	GYMNOVA Landing Mats for Vaulting	2						
15	GYMNOVA Vaulting Table Pedestal Base Guard	2						
16	GYMNOVA Vault Push off Pad	1						
17	GYMNOVA Pommel Horse	1						
18	GYMNOVA Pommel Handles	1						
19	GYMNOVA Rings	1						
20	GYMNOVA Parallel bars	1						
21	GYMNOVA High Bars	1						
22	GYMNOVA Soft Landing Mat	2						
23	GYMNOVA Landing Mats Highbar Set	1						
24	GYMNOVA Landing Mats Assymetric Bars Set	1						
25	GYMNOVA Landing Mats for Pommel Horse Set	1						
26	GYMNOVA Landing Mats for Parallelbars Set	1						
27	GYMNOVA Landing Mats for Beam	1						
28	GYMNOVA Landing Mats Rings Set	1						
29	GYMNOVA Landing Mats R Vaulting Table	1						
30	GYMNOVA Comfort Mat	1						
31	GYMNOVA Access & Spotting Blocks	1						

32	GYMNOVA Access & Spotting Blocks	1						
33	GYMNOVA Trampoline Equipment Set	1						
34	GYMNOVA Trampoline Jumping Bed	1						
35	GYMNOVA Trampoline Spoting Mat	1						
36	GYMNOVA Trampoline Bungee Longe	1						
37	GYMNOVA Twisting Belt	1						

Total Bid price in Rupees: ____
In words: ____

The above prices quoted are for supply, with warranty period of **five-year** from the date of acceptance by Purchaser.

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

Signature of Bidder ______________________________
Name & Designation ____________________________
Business Address ______________________________
Seal of the Bidder ______________________________

Place: ______________________________
Date: ______________________________

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

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

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

					Price per unit (Foreign Currency)					Price per unit (INR)**				
Schedule/ S. No.	Brief Description of Goods	HSN Code	Qty (sets)	Country of Origin	FOB/FCA price at port/ airport of Loading			Freight, Insurance, etc. till named port of destination	CIP Price	Customs Clearance & Handling	Loading/ Unloading, Inland transportation, inland Insurance and Incidental costs till Purchaser's site	Total CIP Price	Total Price quoted in INR (excluding IGST)	Applicable IGST% Indicate %
	(a)	(b)	(c)	(d)	(e)	(f)	(g)= e+f	(h)			(i)	(j)=g*c	(k)=(i+h)*c	(l)
1	GYMNOVA Competition Floor	1												
2	GYMNOVA Uneven Bars Set	1												
3	GYMNOVA Beam	1												
4	GYMNOVA U Beam Widener	1												
5	GYMNOVA Multipurpose Carpet	1												
6	GYMNOVA Vaulting Table	2												
7	GYMNOVA Competition Runway for Vault	1												
8	GYMNOVA Round Off Mat	2												
9	GYMNOVA Riser Panel	1												
10	GYMNOVA Springboard	1												
11	GYMNOVA Springboard	1												

12	GYMNOVA Dismount Base	2												
13	GYMNOVA Springboard Guard	2												
14	GYMNOVA Landing Mats For Vaulting	2												
15	GYMNOVA Vaulting Table Pedestal Base Guard	2												
16	GYMNOVA Vault Pushoff Pad	1												
17	GYMNOVA Pommel Horse	1												
18	GYMNOVA Pommel Handles	1												
19	GYMNOVA Rings	1												
20	GYMNOVA Parallel bars	1												
21	GYMNOVA High Bars	1												
22	GYMNOVA Soft Landing Mat	2												
23	GYMNOVA Landing Mats Highbar Set	1												
24	GYMNOVA Landing Mats Assymetric Bars Set	1												
25	GYMNOVA Landing Mats	1												

	for Pommel Horse Set													
26	GYMNOVA Landing Mats for Parallelbars Set	1												
27	GYMNOVA Landing Mats for Beam	1												
28	GYMNOVA Landing Mats Rings Set	1												
29	GYMNOVA Landing Mats R Vaulting Table	1												
30	GYMNOVA Comfort Mat	1												
31	GYMNOVA Access & Spotting Blocks	1												
32	GYMNOVA Access & Spotting Blocks	1												
33	GYMNOVA Trampoline Equipment Set	1												
34	GYMNOVA Trampoline Jumping Bed	1												
35	GYMNOVA Trampoline Spoting Mat	1												
36	GYMNOVA Trampoline Bungee Longe	1												
37	GYMNOVA	1												

	Twisting Belt													

Indian Agency Commission - _________% of FOB (to be included in above quoted prices) [Indian Agency Commission will be payable in INR]
Total Price on DDP basis at Consignee's site in INR for each item will be calculated as below for evaluation:
Qty (c) * {[(g)- Indian Agency Commission] *(Forex Rate as on the date of bid opening) *(1 +Applicable IGST%) + h + i + Indian agency Commission payable in INR}

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

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

Total Bid price (CIP Price) in foreign currency: ____
In words:

____

Total price of allied services at (i) & (h) quoted in INR (exclusive of IGST which will be paid at actuals): ____

In words: ____

The above prices quoted are for supply of equipment with warranty period of **Five Year** from the date of acceptance by Purchaser.
Delivery Period:___________________ (Insert earliest delivery period) from the date of opening of L/C as per Contract. The Delivery Period shall be essence of Contract.

Indian Agent Name & Address (if any): ____
PAN No. of Indian Agent: ______________________

Signature of Bidder ______________________________
Name & Designation _________________________
Business Address ____________________________
Seal of the Bidder _____________________________

Place: ______________________________
Date: ______________________________

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

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

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

Whereas M/s. ___________________________ (hereinafter referred to as the **"Bidder"**) has submitted its Bid dated ____________ for the supply of ___________________________ (hereinafter referred to as the **"Bid"**) against the Purchaser's Bid Reference No. ___________________________.

Know all persons by these presents that we, ___________________________, having our registered office at ___________________________ (hereinafter referred to as the **"Bank"**), are bound unto the **Gymnastics Federation of India (GFI), New Delhi – 110017** (hereinafter referred to as the **"Purchaser"**), in the sum of **₹ _____________________ (Rupees _______________________________ only)**, for which payment shall be made truly and faithfully to the Purchaser. The Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the Bank this ______ day of _______***, 20***.

The conditions of this obligation are as follows:

1. If the Bidder withdraws, modifies, or amends its Bid, breaches any of the terms and conditions of the tender document, or impairs or derogates from the Bid in any respect during the period of Bid validity; or

2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity:

    a) fails or refuses to furnish the required Performance Security for the due performance of the Contract; or

    b) fails or refuses to accept the Notification of Award or execute the Contract, as applicable.

We hereby undertake to pay the Purchaser, upon its first written demand and without demur, any sum or sums not exceeding the above-mentioned amount, without requiring the Purchaser to substantiate its demand, provided that the Purchaser states in its demand that the amount claimed has become due owing to the occurrence of one or more of the above conditions, specifying the condition(s) so invoked.

This Bank Guarantee shall remain valid for **forty-five (45) days beyond the Bid Validity Period**, i.e., for **__________ days** (**Bid Validity of __________ days + 45 days**) from the date of opening of the Bid. Any demand under this Guarantee must be received by the Bank on or before the expiry date of this Guarantee.

This Guarantee shall be governed by the laws of India.

Authorized Signatory of the Bank

Signature: ___________________________

Name: _______________________________

Designation: _________________________

Seal of the Bank

SECTION –IV-(D) - MANUFACTURER'S AUTHORISATION FORM
(On Manufacturer's letter head)

To,
The President
Gymnastics Federation of India
S-382, Ground Floor, Panchsheel Park,
New Delhi -110017

Dear Sirs,

Ref. Your Bidding Reference No _____________, dated ______________for **Procurement of Non- Consumable Gymnastics Equipment through Proprietary Article Certificate (PAC)**

We, M/s. __________________________, who are established and reputable manufacturers of __________________________ (name and description of the goods offered in the Bid), having our manufacturing facilities at ____________________________________, hereby authorise M/s. __________________________ (name and address of the authorised dealer/agent) to submit the Bid, participate in the bidding process, negotiate, and enter into a Contract with the Gymnastics Federation of India for the supply of the above-mentioned goods manufactured by us against the above-referred Bidding Document.

The registration/authorisation number of the above authorised dealer with us is ____________, valid from ____________.

We further certify that no supplier, dealer, distributor, contractor, firm, or individual other than M/s. __________________________ is authorised by us to submit a Bid against this Tender for the goods covered under this authorisation.

As the Original Equipment Manufacturer (OEM), we undertake to provide full technical support and honour all warranty and guarantee obligations for the goods supplied under the Contract in accordance with the provisions of the Tender Document. In the event that the above authorised dealer is unable to provide after-sales service, maintenance support, or warranty services for any reason during the Contract period, we shall make suitable alternative arrangements at no additional cost to the Gymnastics Federation of India and on the same terms and conditions of the Contract.

Our details are as follows:

Name of the Company: ___________________________________

Complete Postal Address: ________________________________

PIN/ZIP Code: ____

Telephone No. (with Country/Area Code): _________________

Mobile No.: ____

Email ID: ____

Website: ____

Contact Person & Designation: ____________________________

We enclose copies of the following documents in support of this authorisation, as applicable:

- Certificate of Incorporation/Registration;
- Memorandum and Articles of Association/Partnership Deed/LLP Agreement (as applicable);
- Board Resolution/Power of Attorney authorising the signatory; and
- Any other relevant statutory documents.

Yours faithfully,

For and on behalf of M/s. ___________________________

Authorised Signatory

Name: ___________________________

Designation: ______________________

Signature: ________________________

Date: ____________________________

Place: ___________________________

(Company Seal)

Note:

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

2. Original letter may be enclosed.

PART-2

SUPPLY REQUIREMENTS

SECTION – V- SCHEDULE OF REQUIREMENTS

S.No.	Work	Warranty
1.	Procurement of Non-Consumable Gymnastics Equipment	5 years

Part II: Required Delivery Schedule:

a) **For goods available in India.**

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

b) **For goods to be imported from abroad with terms of delivery of DDP Purchaser site Incoterms ® 2010.**

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

Part III: Required Terms of Delivery:

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

Free Delivery at Consignee Site.

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

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

SECTION – VI- TECHNICAL SPECIFICATIONS

Sl. No.	Equipment Name	Quantity	Technical Specification
1	GYMNOVA COMPETITION FLOOR	1	14x14Mtr FIG Approved Model, Ref 3240 with 2709 Springs of 125mm height strategically positioned beneath the floor for consistent rebound and optimum shock absorption. Overlay carpet with Whip Stitching and FIG Demarcation in contrasting colours. An integrated Anti Rotation system that makes sure the carpet stays securely in place during sequences. Special plywood is laid on Dynamic springs and panels are connected by fastening with sections and Locking plates for consistency. The 12mm thickness and 9 ply composition that provides flexibility & strength to make its performance completely World Class & Safe. (Used in Paris 2024 Olympics)
2	GYMNOVA UNEVEN BARS SET	1	FIG Approved model Ref 3240 Complete with adjustments of FIG Positions. Low Hand Rails Adj 1.60 to 1.90m and High Rail from 2.45 to 2.75m with instant Adj. of spacing from 1.20 to 2.09 with graduated adjusters. Adjustment Range 1.02 to 2.22m Used in Paris Olympics 2024
3	GYMNOVA BEAM	1	FIG Approved Model Ref 3610. Length 5m-width 10cm.Height Adjustment 0.90 to 1.40m Using sliding system with ergonomic dual tightening system. Rigid Aluminium body with central rib for trength.5mm comfort bonded foam.
4	GYMNOVA U Beam Widener	1	Ref 3664 allows trg without injuries & Reduces anxiety with a wider support surface. length 2.5m width 25cm
5	GYMNOVA Multipurpose Carpet	1	REf 6016 made of soft and high Impact absorbing foam covered in stretch jersey with non-slip base suited for use on beam with ability to mould to contours of apparatus 145x100x105cm
6	GYMNOVA VAULTING Table	2	FIG Approved Ref 3404. Ht adjustment from 1.0 to 1.35m without removing the guard with indexing

			notches at 5cm intervals comes with pedestal guards & floor attachment system-without anchors.
7	GYMNOVA COMPETITION RUNWAY for Vault	1	FIG Approved. Ref 2106 Consisting of needlepunch carpet on high elasticity foam with non-skid base size 25x1mtrx25mm.
8	GYMNOVA ROUND OFF MAT	2	FIG Approved Ref 2117 ideal for hand placement Yurchenko Vaults for comfort and injury reduction, Soft Stretch Fabric with M1 Fire rating, Non slip base size 120x100cmx3cm
9	GYMNOVA RISER PANEL	1	Ref 2753 designed to avoid height difference between Runway& Table. Increases dynamism on Spring Board.25mm thick Panel 3.10x1m Extn 1.30x1m
10	GYMNOVA SPRINGBOARD	1	FIG Approved HARD Ref 2186 designed for larger builds (50-100kg) with 8 special springs weight 25kg.
11	GYMNOVA SPRINGBOARD	1	FIG Approved SOFT Ref no 2187 for lighter builds (40-75kg) with 5 special springs weigh 23 kg
12	GYMNOVA DISMOUNT BASE	2	Ref 7006 FIG Approved. Overmat in Landing area for Additional Safety and comfort. Mandatory for FIG Competitions size 600x200x10cm
13	GYMNOVA SPRINGBOARD GUARD	2	Ref 2115. Built in Guard for Spring board for Safety during Yurchenko vaults with non-slip base.
14	GYMNOVA LANDING MATS FOR VAULTING	2	FIG Approved. Ref 1706 Consisting of 3 mats ref 1613 made of Dual Density foam of size 200x260x20cm.Total Surface Area 15.60M Sq. with top mat ref 7006
15	GYMNOVA VAULTING TABLE PEDESTAL BASE GUARD	2	Ref 2921. designed to cover entire metal pedestal of V Table. The Flared Shape should allow Gymnast to exit safely in case of failed attempt Trackside width 1m Landing side 2m and length 1.20m thickness 30cm.

16	GYMNOVA VAULT PUSHOFF PAD	1	Ref 3495, Ideal for Vault which helps practice second flight and provides additional power for small builds. reduces risk of wrist strain & can be used on floor or horse. Same comfort fabric top cover as vault table & metal frame with elastic Bungee cords, Length 90cm.
17	GYMNOVA POMMEL HORSE	1	FIG Approved Ref 3570 with Leather Body Ht Adjustment 0.90 to 1.40m with engraved increments. Pommel width instantly adjustable from 38 to 47 cm. Pommels made from special plywood with aluminium baseplate with floor attachment chain and tensioner.
18	GYMNOVA POMMEL HANDLES	1	FIG Approved Ref 3520 made from special plywood with aluminium baseplate
19	GYMNOVA RINGS	1	FIG Approved Ref 3770. Frame Ht 6.05M,Ring Ht 2.90M Elasticity adjustable from ground with Flexible Fibreglass suspension bar.Square Uprights and double bracing provide optimum stability.
20	GYMNOVA PARALLELBARS	1	FIG Approved Ref 3833 reinforced frame and Natural Fibre handrails ref Floor space 3.42x2.55m weight 240kg. Rails 3.50M with Ht Adjustment 1.70 to 2.30M. Handrail spacing 37.50 to 65 cm.Metal Goose Necks with integrated PVC Protective padding & Graduated brush markings.
21	GYMNOVA HIGH BARS	1	FIG Approved Ref 3020 Olympics Standard Cable Highbar Standard Handrail 3110 Floorspace 5.50x4M (used in paris)
22	GYMNOVA Soft Landing Mat	2	FIG Approved Ref 7008. Size of mat 400x200x10cm with one flap one hook and loop attachment Strips ,,Mandatory for Beam, Highbar, Rings and uneven bar Landing areas
23	GYMNOVA LANDING MATS HIGHBAR SET	1	FIG Approved Ref 1776. With two additional Mats ref 7008 Area 37.50m.Sq
24	GYMNOVA LANDING MATS ASSYMETRIC BARS SET	1	FIG Approved. Ref 1716 with additional mart ref 7008 Area 28M

			sq.
25	GYMNOVA LANDING MATS FOR POMMEL HORSE SET	1	FIG Approved. Ref 1730 Area 16 M sq
26	GYMNOVA LANDING MATS FOR PARALLELBARS SET	1	FIG Approved set. Ref 1765 Area 43M sq complete.
27	GYMNOVA LANDING MATS FOR BEAM	1	FIG Approved Ref set with additional mat ref 7008 Area 52 M Sq
28	GYMNOVA LANDING MATS RINGS SET	1	FIG Approved Ref 1756 set With additional mat ref 7008 Area 10 M Sq
29	GYMNOVA LANDING MATS r VAULTING TABLE	1	FIG Approved set Ref 1706 15.60 M sq With Additional mat ref 7006 Area
30	GYMNOVA Comfort Mat	1	Large Mat with size 350x200x65cm. Weight 80kg with carrying handles
31	GYMNOVA ACCESS & SPOTTING BLOCKS	1	Ref 2126 Size 50x50x50 Cms for Easy Access to Apparatus, Lightweight & Stable
32	GYMNOVA ACCESS & SPOTTING BLOCKS	1	Ref 2127 size 100x70x50 Cms for easy access.
33	GYMNOVA Trampoline Equipment Set	1	FIG Approved
34	GYMNOVA Trampoline Jumping Bed	1	FIG Approved
35	GYMNOVA Trampoline Spoting Mat	1	FIG Approved
36	GYMNOVA Trampoline Bungee Longe	1	FIG Approved
37	GYMNOVA Twisting Belt	1	FIG Approved

PART-3- CONTRACT

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

SECTION – VII-

GENERAL CONDITIONS OF CONTRACT (GCC)

SECTION - VII

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same is not superseded by Schedule of Requirements under Section – V and Technical Specification under Section – VI of this document.

2. Country of Origin

2.1. The word "Origin" incorporated in this clause means the place from where the goods are manufactured, produced or processed.

3. Performance Security

3.1. As guarantee for the due performance, observance and fulfilment of all obligations, terms, conditions, representations, warranties and covenants of the Supplier under the Bidding Documents within 14 days from the date of the issue of notification of award by the purchaser, the Supplier shall furnish Performance guarantee to the Purchaser for an amount equivalent to three per cent (03%) of the total value of the contract prior signing of this contract.

3.2. Performance Security should remain valid for a period of 60 (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).

3.3. 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.

Gymnastics Federation of India
Union Bank of India
Account No: 108510011000246
IFSC No. UBIN0810851

3.4. 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.

3.5. 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.

3.6. 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.

3.7. Performance Security shall be forfeited and credited to the accounts of GFI, 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),

3.8. 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.

4. Technical Specifications and Standards

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

5. Packing and Marking

The packing for the goods to be provided by the supplier should be strong and durable enough to withstand transit hazards, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

6. Inspection, Testing and Quality Control

6.1. The Supplier should satisfy himself that the stores are in accordance with the terms of the Contract and fully conform to the required specification by carrying out a thorough pre-inspection of each lot of the stores before actually delivering the same to the Supplier.

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

6.3. The Purchaser and/or its nominated representative(s) will, without any extra cost to the Purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications incorporated in the contract. The Purchaser shall inform the Supplier in advance, in writing, the Purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging of Purchaser and/or its nominated representative(s) will be borne by the Purchaser and/or its nominated representative(s).

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

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

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

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

7. Terms of Delivery

Goods shall be delivered by the Supplier in accordance with the terms of delivery specified in the contract. The required delivery schedule is mentioned at Part II of Section V.

8. Insurance:

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

i) Wherever necessary, the goods supplied under the contract shall be fully insured in a freely convertible currency in the manner specified in the contract. If considered necessary, the insurance may be done for coverage on "all risks" basis including war risks and strike clauses. The amount to be covered under insurance should be sufficient to take care of the overall expenditure, which may be incurred due to any such damage, loss etc.

ii) Where delivery of imported goods offered from abroad is required by the Purchaser on CIF/CIP/DDP basis, the supplier shall arrange for insurance for an amount equal to one hundred and ten percent of the CIF or CIP value of the goods from "warehouse to warehouse" (final destination) on "all risks" basis including war risks and strikes and pay for the insurance, making the Purchaser as the beneficiary.

iii) The Insurance related to Terms & Conditions of Contract will be as per INCOTERMS 2010.

9. Incidental Services:

9.1. 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.

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

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

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

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

10. Dispatch Documents for Goods Imported from abroad:

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

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

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

11. Warranty

11.1. 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.

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

11.3. 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.

11.4. 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.

11.5. 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 B. Technical specification after the completion of warranty period.

11.6. The supplier shall ensure continued supply of the spare part for the machines and equipment supplied by them to the purchaser for One years including warranty period.

11.7. 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.

12. Prices

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

13. Taxes, Duties and Octroi.

13.1. Supplier shall be entirely responsible for all taxes, duties, levies etc. incurred until delivery of the contracted goods to the purchaser. Only statutory variations on finished product if stipulated in Contract shall be allowed to the extent of actual payment by the Supplier.

13.2. Octroi Duty, Local Duties & Terminal Taxes etc.:

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

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

14. Terms and Mode of Payment

14.1. Payment Terms

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

A) Payment for Domestic Goods or Goods of Foreign Origin located in India (Section IV(B). I).

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

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

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

(ii) Inspection & Acceptance Certificate, as per Section VIII (C) in original issued by the authorized representative of the consignee;

(iii) Packing list identifying contents of each package;

B) Payment for Imported Goods on DDP terms:

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

a) On Shipment

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

(i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;

(ii) Original negotiable clean on-board Bill of Lading/Airway Bill, marked freight pre-paid and four copies of non-negotiable Bill of Lading/Airway Bill;

(iii) Four Copies of Packing List identifying contents of each package;

(iv) Manufacturer's warranty certificate;

(v) Inspection certificate issued by the nominated inspection agency, if applicable as per contract;

(vi) Manufacturer’s own factory Inspection Report;

(vii) Certificate of origin by the chamber of commerce of the concerned country;

(viii) Insurance Certificate.

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

b) On Acceptance:

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

c) Payment of Indian Agency Commission:

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

C) Payment for Comprehensive Annual Maintenance Contract Charges (if awarded by GFI):

i. The Purchaser/Consignee may 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.

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

iii. The supplier shall not claim any interest on payments under the contract.

iv. 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.

v. The payment shall be made in INR only.

vi. 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.

vii. 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.

viii. 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.

ix. All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/RTGS systems as detailed in submitted GST Invoice

14.1. The Supplier shall not claim any interest on payments under the contract.

14.2. Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.

14.3. Irrevocable & non – transferable LC shall be opened by the Gymnastics Federation of India. However, if the Supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the Purchaser/consignee, the charges thereof shall be borne by the supplier. However, if the LC is amended to make LC as per Contract the charges thereof shall be borne by the purchaser.

14.4. The payment shall be made in the currency / currencies authorised in the contract.

14.5. The Supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to the Purchaser.

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

14.7. The Letter of Credit will be opened consignee/destination-wise if specifically desired by the supplier. The Letter of Credit charges will be borne by the purchaser as specified in clause 14.5 of the Bidding Document.

15. Delay in the supplier's performance

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

15.2. In cases where Delivery Period is linked with date of opening of Letter of Credit, and in case the Letter of Credit is amended to make Letter of Credit as per contract, then in such cases the Delivery Period will be calculated from the date of amendment of Letter of Credit.

15.3. Subject to the provision of Force Majeure under GCC clause 19, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:

(i) Imposition of Liquidated Damages,

(ii) Forfeiture of its Performance Security and

(iii) Termination of the Contract for default.

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

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

(a) The Purchaser shall recover from the Supplier, under the provisions of the clause 16 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.

(b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax/CST/VAT/CENVAT, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the GFId goods and services as are delivered and performed after the date of the delivery stipulated in the contract.

(c) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/CST/VAT/CENVAT, Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

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

16. Liquidated damages

Subject to the provision of Force Majeure under GCC clause 19, if the Supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price.

17. Termination for default

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

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

18. Termination for insolvency

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

19. Force Majeure

19.1. Notwithstanding the provisions contained in GCC clauses 16, 17 and 18, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

19.2. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

19.3. If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

19.4. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

19.5. In case due to a Force Majeure event the Purchaser is unable to fulfil its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

20. Termination for Convenience

20.1. The Purchaser reserves the right to terminate the contract, in whole or in part for its (purchaser's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the purchaser. The notice shall also indicate 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.

20.2. The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser may decide:

a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or

b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

21. Fall Clause

21.1. 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.

21.2. 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.

22. Blacklisting / Debarment

GFI reserves the right to blacklist or debar the firm/vendor, for a period of two (2) years on account of any of the following grounds:

22.1. If the firm is found to have submitted false, fabricated, or misleading information or documents at any stage of the procurement process.

22.2. Failure to supply the goods/services within the stipulated time, or supply of substandard/defective items not conforming to the approved specifications, and failure to rectify the same within the prescribed time.

22.3. Violation of any terms and conditions of the contract, including refusal to honour contractual obligations under PAC procurement.

22.4. If the firm is found to have engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement process or execution of the contract.

22.5. Withdrawal of offer after submission, or failure to accept the order/contract within the stipulated time without valid justification.

22.6. Non-compliance with statutory requirements, including labour laws, tax regulations, or any other applicable laws.

23. Withholding and lien in respect of sums claimed

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

24. Resolution of disputes

24.1. All disputes or differences arising out of or in connection with the present contract/RFP including the one connected with the validity of the present contract or any part thereof, should be settled by bilateral discussions. THE PURCHASER and the Successful bidder shall make every effort to amicably resolve by direct informal negotiation/discussion, regarding any disagreement or dispute arising between them under or in connection with the Contract.

24.2. If the parties fail to amicably resolve their dispute or difference by such mutual consultation within 30 (thirty) days of its occurrence, then, either THE PURCHASER, New Delhi or the Successful Bidder may give a notice to the other party of the intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996, as amended, the rules thereunder and any statutory modifications or re-enactments thereof. In the case of a dispute or difference arising between THE PURCHASER and a Successful Bidder relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to a Sole Arbitrator, who shall be appointed by the Parties by mutual consent, failing which each party shall appoint one Arbitrator each and together the two Arbitrators shall appoint an umpire. The award passed in arbitration shall be final and binding on the parties to the Contract. The fees and the procedure of the Arbitration proceeding shall be in accordance with the prevailing policies of the Purchaser.

24.3. Venue of Arbitration: The Sole Arbitrator shall have its seat in New Delhi.

24.4. The Arbitration proceedings will be in English Language.

24.5. Each party shall bear its own cost of preparing and presenting its case. The cost of Arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.

24.6. The parties shall continue to perform their respective obligations under this contract during the pendency of the Arbitration proceedings except in so far as such obligations are the subject matter of The Purchaser’s Arbitration proceedings.

24.7. All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of the High Court at New Delhi

25. Applicable Law

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

26. Assignment

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.

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

CONTRACT FORM FOR SUPPLY

GYMNASTICS FEDERATION OF INDIA,
S-382, Ground Floor, Panchsheel Park,
New Delhi – 110017

Contract No____________dated________________

1. **This Contract is entered into in continuation of the Notification of Award No. ____________ dated ____________ issued by the Gymnastics Federation of India.**

2. Name & address of the Supplier: _________________________________

3. Purchaser's Bidding Document No_________dated_____________and subsequent Amendment No_____________, dated__________(if any), issued by the purchaser.

4. 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.

5. In addition to this Contract Form, the following documents etc., which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:

   (i) General Conditions of Contract (GCC);

   (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

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

7. Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

Schedule No.	Brief description of goods	Accounting Unit	Unit Price	Quantity to be supplied	Total price	Terms of delivery

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

Total value (in figure) _________(In words) _________________________

(i) Delivery schedules:

iii) Details of Performance Security:

(iv) Consignee:

(v) Warranty Period:

(vi) Payment terms:

____

(Signature, name and address of the Authority of Gymnastics Federation of India)

Received and accepted this contract

____

(Signature with date, name and designation] for and on behalf of Messrs)

[Name & address of the manufacturers]

(Seal of the supplier)

Date:
Place:

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

To
The President
Gymnastics Federation of India
S-382, Ground Floor, Panchsheel Park,
New Delhi – 110017

WHEREAS, **M/s.** ________________________________, having its registered office at ____ (hereinafter referred to as "the Supplier"), has entered into Contract No. __________ dated __________ with the Gymnastics Federation of India for the **Procurement of Non-Consumable Gymnastics Equipment through Proprietary Article Certificate (PAC)** (hereinafter referred to as "the Contract");

AND WHEREAS it has been stipulated in the Contract that the Supplier shall furnish a Performance Bank Guarantee issued by a Scheduled Commercial Bank for the amount specified therein as security for the due and faithful performance of its contractual obligations;

AND WHEREAS we, ____ (Name and Address of the Bank), have agreed to provide such Bank Guarantee on behalf of the Supplier;

NOW, THEREFORE, we hereby irrevocably and unconditionally guarantee and undertake to pay to the Gymnastics Federation of India, upon its first written demand, without demur, protest, objection, contest, recourse or delay, any sum or sums not exceeding **Rs. __________ (Rupees __________________________ only)**, notwithstanding any dispute or disputes raised by the Supplier in any suit or proceeding pending before any court, tribunal or arbitrator.

We undertake to pay the amount claimed by the Gymnastics Federation of India without requiring the Gymnastics Federation of India to prove or establish the grounds for its demand or the amount demanded.

We hereby waive the necessity of the Gymnastics Federation of India demanding the said amount from the Supplier before presenting us with the demand under this Guarantee.

We further agree that any change, amendment, variation, extension, modification or addition to the terms and conditions of the Contract or any of the Contract documents made between the Gymnastics Federation of India and the Supplier shall not in any way release us from our obligations under this Guarantee. We hereby waive notice of any such amendment, variation, extension or modification.

This Bank Guarantee shall remain valid up to __________ (being _____ **days beyond the expiry of the Contract period**, including any extension thereof), and any claim under this Guarantee must be received by us on or before the said date. Thereafter, this Guarantee shall stand discharged and shall have no further effect unless a claim has been lodged in writing on or before its expiry.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed **Rs. __________ (Rupees __________________________ only)**.
2. This Bank Guarantee shall remain valid up to __________.

3. We are liable to pay the guaranteed amount or any part thereof only if a written claim is received by us on or before the expiry of this Bank Guarantee.

For ______________________________________

(Name of the Bank)

Authorised Signatory

Signature: ______________________

Name: ___________________________

Designation: ____________________

Date: ____________________________

Place: ___________________________

(Bank Seal)

Name and Address of the Issuing Branch:

SECTION – VIII- (C) - INSPECTION & ACCEPTANCE CERTIFICATE

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

1) Contract No. & Date :_
2) Supplier's Name & Address :_
3) Consignee :_
4) Description of the items supplied :_
5) Quantity Supplied & Received :_
6) Date of Receipt by the Consignee :_
7) Damages/Shortages/Recoveries :_
8) Remarks, if any :________________

____

9) Ledger Entry Details
(Including Page No.) :______________________________

(   )   (   )   (   )

Signatures of Inspection & Acceptance Committee Members

Counter signed by Head of the Centre

Date: ___________

Place: ___________

(Seal   )

SECTION – VIII- (D) - Format for Self-Declaration regarding Restriction under Rule 144 (XI) of GFR 2017 (Land Border Sharing) (to be printed in letter head)

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

I, the undersigned, ________________________(full names), do hereby declare, in my capacity as ____of M/s ______________________________(name of bidder entity), that:

1) I have read the Order (Public Procurement No.1, 2 & 3) dated 23 Jul 2020 & 24 Jul 2020 office memorandum (OM) No. F.18/37/2020-PPD Dt:08.02.2021, OM NO. F.12/1/2021-PPD (Pt) dated 02.03.2021
and OM No. F.7/10/2021-PPD dated 08.06.2021 and OM No.F.7/10/2021-PPD dated 23.02.2023 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order.

2) I certify that M/s (name of bidder entity) is not from such a country or, is from such a country (strike out whichever is not applicable), has been registered with the Competent Authority. I hereby certify that this SUPPLIER fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]

3) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s ______________________________(name of bidder entity) is found to be false, this would be a ground for debarment and further legal action in accordance with law as per Clause 18 of Procurement Policy Division OM No.F.7/10/2021-PPD dated 23.02.2023.

AUTHORISED SIGNATURE: DATE: _________

Seal / Stamp of Bidder

SECTION – VIII- (E) - INSTRUCTIONS FOR BID SUBMISSION

1. Submission of Bids

a) The Bidders shall submit their Bids electronically through the official E-Mail ID and in hard copy to the Office of the Gymnastics Federation of India (GFI), as specified in the Bid Data Sheet.

b) The complete bid, along with all supporting documents, shall be submitted in PDF format. Financial documents, wherever applicable, may also be submitted in PDF and/or Excel format, as specified in the Bidding Document.

c) The subject line of the e-mail shall clearly mention the Bid Reference Number and the name of the procurement.

d) Bids received after the prescribed date and time shall be treated as late bids and shall not be considered.

e) The Gymnastics Federation of India shall not be responsible for any delay or failure in transmission of the e-mail due to internet connectivity, server issues, file size limitations, or any other technical reasons attributable to the Bidder.

2. Preparation of Bids

a) The Bidder shall carefully examine the Bidding Document, including all amendments/corrigenda, before preparing and submitting the Bid.

b) The Bid shall be complete in all respects and shall contain all documents, declarations, certificates, authorisations, catalogues, brochures and supporting documents as specified in the Bidding Document.

c) All documents shall be duly signed by the authorised signatory and, wherever applicable, stamped by the Bidder before being scanned and uploaded.

d) The scanned documents shall be clear and legible. The Bidder shall ensure that all uploaded documents are complete and free from any corruption or password protection.

e) The Bidder shall ensure that the Financial Bid is submitted strictly in the format prescribed in the Bidding Document.

3. Submission Requirements

a) The Bidder shall submit the complete Bid before the prescribed Bid Submission Date and Time.

b) If the Bid documents exceed the permissible attachment size of a single e-mail, the Bidder may submit the documents through multiple e-mails before the bid submission deadline. Each e-mail shall clearly indicate the Bid Reference Number and Part Number (e.g., Part 1 of 3, Part 2 of 3, etc.)

c) Any Bid Security, Performance Security undertaking or other original document, if required under the Bidding Document, shall be submitted in original to the office of the Gymnastics Federation of India within the time specified in the tender.

d) The Bidder shall retain proof of successful transmission of the E-mail as evidence of Bid submission.

e) Modification or withdrawal of the Bid after the prescribed Bid Submission Date and Time shall not be permitted unless specifically provided in the Bidding Document.

4. Opening of Bids

a) Bids received within the stipulated date and time shall be opened by the Tender Opening Committee on the date and time specified in the Bid Schedule.

b) Only those Bids found substantially responsive during the preliminary scrutiny shall be taken up for detailed evaluation.

c) The Gymnastics Federation of India reserves the right to seek clarifications from the Bidder during the evaluation process, wherever considered necessary.

5. Assistance to Bidders

a) Any clarification relating to the Bidding Document shall be addressed to the Tender Inviting Authority through the official e-mail ID mentioned in the Bid Data Sheet.

b) Any communication regarding the procurement process shall be made only through the official e-mail ID of the Gymnastics Federation of India.

c) Bidders are advised to regularly check their registered e-mail accounts for any corrigendum, clarification or communication issued by the Gymnastics Federation of India before the Bid Submission Date.

SECTION – VIII- (F): Consignee Address (Goods/Equipment to be delivered)

S.No.	Consignee Address	Referred As
1.	**Deputy Director** National Centre of Excellence (NCOE) Sports Authority of India Dr. Babasaheb Ambedkar Marathwada University Campus, Aurangabad – 431004, Maharashtra, India	SAI-NCOE, Chhatrapati Sambhaji Nagar, Aurangabad

SECTION - VIII- (G) - Format for MII declaration (to be printed in 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)