

SPORTSAUTHORITY OF INDIA NORTHERN
REGIONAL CENTRE, SONEPAT- 131021

Telephone: +91-130 – 2981562

Website: www.sportsauthorityofindia.nic.in / & www.eprocure.gov.in/epublish/app

E-mail: rcsonepat-sai@nic.in

Bid Reference No. SAI/NCOE/Muscle Oximeter(Physiology)/2026-27

Date: - 06.08.2025

Bidding Document
for
Procurement of Muscle Oximeter (Model: Portamon) for
Physiology Department
through
Proprietary Article Certificate (PAC)

Receipt of Bids:	The bids from the bidder should be in English and should consist of the documents stated below in Clause 6 and are to be submitted on CPP Portal
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Closing date & time for receipt of Bid	29.08.2026 (11.00 AM)
Place of receipt of Bid	On CPP Portal
Time and date of opening of Bid	29.08.2026 (11.30 AM)

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SECTION-I

SPORTS AUTHORITY OF INDIA

NORTHERN REGIONAL CENTRE, GT RAOD,
BAHALGARH, SONEPAT-131021 HARYANA
INDIA

Telephone: +91-130 – 2981562

Website: <http://sportsauthorityofindia.nic.in/> & www.eprocure.gov.in/epublish/app

E-mail: rcsonepat-sai@nic.in

Bid Reference No. SAI/NCOE/Muscle Oximeter(Physiology)/2026-27

Date: - 06.08.2025

INVITATION FOR BID (IFB)

1. Sports Authority of India, for and on behalf of the Executive Director, Sports Authority of India Northern Regional Centre, Sonapat invites sealed Bid for supply and installation of following Goods:

S. No.	Name of Equipment/Items	Qty.	Amount of Bid Security/EMD in Rs. (or equivalent Foreign Currencies)
1	Muscle Oximeter (Model : Portamon)	2	Rs.1,14,920/- (Rupees One Lakh Fourteen Thousand Nine Hundred Twenty Only). Hard copy of the Bid Security be submitted to the following address on or before the last date and time of submission of Bid: Executive Director, Sports Authority of India, Northern Regional Centre, Bahalgarh, Sonapat, Haryana-131021 (India)

2. BID SCHEDULE & DATA SHEET

Date of Publication	07.08.2026
Bid submission end date and time	29.08.2026 at 11 AM
Bid Validity Period	180 Days
Mode of Submission	Online mode through CPP Portal
Opening of Technical Bid date and time	29.08.2026 at 11:30 AM
Method of Procurement	PAC (PAC (M/s Hospimedica International Ltd., New Delhi)
E-mail for all correspondence	rcsonepat-sai@nic.in

**Executive Director
SPORTS AUTHORITY OF INDIA
NORTHERN REGIONAL CENTRE
SONEPAT**

To:-

M/s Artinis Medical Systems, Netherlands via

M/s Hospimedica International Ltd, Leelawanti House, 58/10, Ashok Nagar, New Delhi-110018 (India)

PART-1 - BIDDING PROCEDURE

SECTION - II - INSTRUCTIONS TO BIDDERS (ITB)

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SECTION – II
INSTRUCTIONS TO BIDDER
(ITB)

A. PREAMBLE

1 Introduction

- 1.1. The Purchaser/SAI 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 can download this RFP from the website: <https://sportsauthorityofindia.nic.in> & CPP Portal website: <https://eprocure.gov.in/eprocure/app>. Subsequently, bid has to be prepared and submitted ONLINE ONLY as per the Bid Schedule as more particularly specified 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., Sports Authority of India (SAI).
 - 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 SAI 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 Sports Authority 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

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

B. BIDDING DOCUMENTS

3. Content of Bidding Documents

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

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

4. Amendments to Bidding Documents

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

5. Clarification of Bidding Documents

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

C. PREPARATION OF BIDS

6. Documents Comprising the Bid

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 to be uploaded through bid on CPP Portal along with bid document. **(Original copy to be submitted on or before the last date and time of submission of bid to the office of Executive Director, Sports Authority of India, Northern Regional Centre, Sonapat, Haryana).**
- 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.

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)**

- k) Proforma invoice from OEM with price.
- l) 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)**

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.

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

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

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

7. Bid Currencies

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

8. Bid Prices

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.

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

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

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

- 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.

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

B. 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.

- **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.

- **Customs Duty**

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

C. 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.

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

9. **Firm Price**

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

10. **Alternative Bid-NA**

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

- A. 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.
- B. The documentary evidence needed to establish the Bidder's qualifications shall fulfil the following requirements:
 - a) In case the Bidder offers to supply goods, which are manufactured by some other firm, the Bidder has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The Bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section IV-A in this document.
 - b) The Bidder and manufacturer meet the qualification criteria incorporated in the Section III.

12. **Bid Security / Earnest Money Deposit**

- A. The bidder shall furnish Bid Security for an amount of Rs.1,14,920/- (Rupees One lakh Fourteen Thousand Nine Hundred Twenty 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.
- B.** 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.
 - C.** The Bid Security shall be furnished in one of the following forms:
 - a) Account Payee Demand Draft
 - b) Fixed Deposit Receipt
 - c) Banker's cheque / Pay Order
 - d) Bank Guarantee (including e-BG) from any of the commercial banks (as per the format at Section IV(C)),
 - e) Valid Insurance Surety Bonds
 - D.** The Demand Draft, Fixed Deposit Receipt, Banker's Cheque, Insurance Surety Bonds or Bank Guarantee shall be drawn on any Commercial Bank in India, in favour of the "Secretary, Sports Authority 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.
 - E.** 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 Bid.
 - F.** 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.
 - G.** Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid or is breach of any condition of the tender documents in any respect within the period of validity of its bid without prejudice to other rights of the Purchaser. Further, if successful bidder fails to furnish the required Performance Security and sign the contract / agreement within the period as specified by SAI in the Letter of Intent/ Notification of Award (NoA), its Bid Security/EMD will be forfeited.
 - H.** Return of Bid Security/EMD: Bid security should be released to unsuccessful bidders once the contract has been signed with the winning consultant at the earliest after expiry of final bid validity and latest on or before the 30th day after the award of the contract. However, in case of two packet or two stage bidding Bid securities of unsuccessful bidders during first stage i.e. technical evaluation etc. should be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc. EMD of the successful bidder should be returned after receipt of performance security as called for in the contract

13. **Bid Validity**

- A.** 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.
- B.** 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.

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

14. Signing and Sealing of Bid

- A. The Bidder shall submit their Bid as per the instructions contained in ITB Clause 6.
- B. 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.
- C. 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

15. Submission of Bid

- A. Bids to be submitted online as per instructions in Section VIII (E) of the RFP.
- B. SAI will open (online) the Bids at the specified date and time and at the specified place as indicated in the Bid Schedule.
- C. In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for SAI, the Bids will be opened at the appointed time on the next working day.
- D. Authorized representatives of the Bidders, who have submitted Bids on time may attend the bid opening provided they have their Letters of Authority from the corresponding Bidders acknowledgement letter of bid submission at CPP portal website: <https://eprocure.gov.in/eprocure/app>.
- E. The bid is to be opened at the prescribed time and date as indicated in RFP Bid schedule. During the Technical 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).
- F. Financial bids of the technically qualified Bidders shall be opened online at the date, time and as intimated later on CPP Portal <https://eprocure.gov.in/eprocure/app>. The authorized signatories/ representatives of such Bidders who wish to attend the financial bid opening may please do so by showing their bid acknowledgement slip.
- G. 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.
- H. The Bidders are required to upload the documents as per requirement of this RFP.
- I. Bidders shall submit 'Online Bid' only in PDF/Scanned copy on CPP portal only. Hard Copy of Bid

documents, documents through email will not be accepted.

- J.** The Bids submitted must be without any overwriting, interlineations, corrections, double typing, etc.
- K.** Bidder must ensure that the Technical Bid soft copies do not contain any Commercial items /prices.
- L.** All terms and conditions in the bid document shall stand freeze on the date of opening of the bid.
- M.** 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.
- N.** The bids from the bidder should be in English and should consist of the documents stated above in Clause 6.1 and are to be submitted online through e-procurement portal only.

O. BID OPENING

16. Opening of Bids

- A.** 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.
- B.** 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.
- C.** 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.

D. SCRUTINY AND EVALUATION OF BIDS

17. Preliminary Scrutiny of Bid

- A.** 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.
- B.** 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.
- C.** If a Bid is not substantially responsive, it will be rejected by the Purchaser.

18. Qualification Criteria – “Mention in Document”

19. Conversion of Bid currencies to Indian Rupees

- A.** 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.

20. Evaluation for total requirement

- A. 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.

21. Comparison of Bids and Award Criteria “NOT APPLICABLE”

A. AWARD OF CONTRACT

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

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

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

- A. 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.

24. Notification of Award

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

- B. The Notification of Award shall constitute the conclusion of the Contract.

25. Issue of Contract

- A. 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.
- B. The successful Bidder shall return the original copy of the contract, duly signed and dated, to the Purchaser by registered/speed post within Fourteen (14) days from the date of issue of the contract.
- C. The Purchaser reserves the right to issue the Notification of Award Purchaser wise and schedule wise.

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

- A. 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.

27. **Corrupt or Fraudulent Practices**

- A. 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

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

Ref: Your Bidding Document No. _____ dated _____

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

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

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

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

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

We further understand that you are not bound to accept our Bid, you may receive against your above-referred Bid Reference.

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

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

[Signature with date, name and designation]

Duly authorised to sign Bid for and on behalf of Messrs _____

[Name & address of the manufacturers]

SECTION – IV -(B) PRICE SCHEDULE
(I) PRICE SCHEDULE FOR GOODS AVAILABLE IN INDIA IN RUPEES

1	2	3	4	5				6
Schedule	Brief Description of Goods	Quantity	Country of Origin	Price per unit (Rs.)				Total Price on Free Delivery at Consignees site. ** (Rs.) (Qty X Total Unit Price) 3 x 5(d)
				Ex - factory/ Ex - warehouse /Ex-showroom /Off - the shelf	GST %	GST value	Price on Free delivery at Consignee site	
				(a)	(b)	(c)	(d) =a+c	
1	Muscle Oximeter (Model : Portamon)	02						

Total Bid price in Rupees: _____

In words: _____

The above prices quoted are for supply, with warranty period of **Two-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.

Place: _____
Date: _____

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

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

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

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

Sched ule/ S. No.	Brief Description of Goods	HSN Code	Qty (sets)	Cou ntry of Ori gin	Price per unit (Foreign Currency)			Price per unit (INR)**		Tota l CIP Price	Total Price quoted in INR (excluding IGST)	Applicable IGST% <i>Indicate %</i>
					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			
	(a)	(b)	(c)	(d)	(e)	(f)	(g)= e+f	(h)	(i)	(j)=g*c	(k)=(i+h)*c	(l)
1	Muscle Oximeter (Model : Portamon)		2									

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 **Two 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: _____

Place: _____

Date: _____

Signature of Bidder _____

Name & Designation _____

Business Address _____

Seal of the Bidder _____

Note: - If there is a discrepancy between the unit price and total price the unit PRICE shall prevail. **Bidder has to provide Performa Invoice of OEM along with Price bid**

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

For _____

Sl.N o.	Item No.	Brief description of item	QT Y	Unit CAMC cost for year			Taxes for 03 years 5[A+B+C]	Per unit CAMC for 3 years with taxes (5[A+B+C] + 6)	Total CAMC Cost (7X4)
1	2	3	4	5			6	7	8
				1 st Year	2 nd Year	3 rd Year			
1		Muscle Oximeter (Model : Portamon)	2						

Place
:

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

Note:

-

- Total value (in figure) _____ (in words) _____
- SAI reserves the right to award the contract for CAMC upon expiry of warranty period. However, it is mandatory for the bidder to quote for CAMC as the evaluation shall be done on the total price quoted by the bidder inclusive of CAMC
- The CAMC commence from the date of expiry of all obligation under warranty (2 years from the date of installation) and will expire on after
- The cost of Annual Comprehensive Maintenance Contract (CAMC) which includes preventive maintenance, labour and spares, after satisfactory completion of warranty period may be quoted for next 03 years as contained in the above referred contract on yearly basis for complete equipment.
- There will be 95% uptime warranty during CAMC period on 24 (hrs) x 7 (days) x 365 (days) basis, with penalty, to extend CAMC period by double the downtime period.
- During CAMC Period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacture's service/technical/operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 03 months commencing from the date of the successful completion of warranty period preventive maintenance of the goods.
- All software updates/upgradation should be included in CAMC.

- h) The bank guarantee valid till 2 months after expiry of entire CAMC period for an amount equivalent to 3 % of the cost of the equipment as per contract] shall be furnished in the prescribed format given in the TE document, along with the signed copy of CAMC within a period of 21 (twenty one) days of issue of CAMC failing which the proceeds of performance security shall be payable to the purchaser/consignee.
- i) If there is any lapse in the performance of the CAMC as per contract, a penalty of 1% of the amount of CAMC per incidence subject to a maximum of 5 incidents shall be imposed, failing which the purchases/consignee reserves the right to terminate the contract.
- j) Payment terms: The payment of CAMC will be made against the bills raised to the consignee by the supplier on quarterly basis after satisfactory completion of said period, duly certified by the HOD concerned. **The payment will be made in Indian Rupees.**
- k) **The bidders shall separately quote the Comprehensive Annual Maintenance Contract (CAMC/AMC) charges for each product for a period of three (03) years, applicable after the expiry of the warranty period, in the space provided in the prescribed BOQ/Excel format. The quoted CAMC/AMC charges are required for future reference and procurement of post-warranty maintenance services only and shall not be considered for financial evaluation of the bid or for determination of the Lowest Bidder (L1). However, submission of CAMC/AMC charges in the prescribed format is mandatory. Failure to quote the CAMC/AMC charges for the respective items shall render the bid non-responsive for such items(s), and the bid shall not be considered for further evaluation.**

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

Whereas _____ (hereinafter called the “Bidder”) has submitted its quotation dated _____ for the supply of _____ (hereinafter called the “Bid”) against the purchaser’s Bid Reference No. _____

_____ Know all persons by these presents that we _____ of _____ (Hereinafter called the “Bank”) having our registered office at _____ are bound unto Sports Authority of India, New Delhi 110003 (hereinafter called the “Purchaser) in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20___. The conditions of this obligation are:

(1) If the Bidder withdraws or amends, breaches the terms and conditions of the tender document, impairs or derogates from the Bid in any respect within the period of validity of this Bid.

(2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of its validity: -

- a) Fails or refuses to furnish the performance security for the due Performance of the contract.
or
- b) Fails or refuses to accept/execute the Rate Contract.

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

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

(Signature of the authorised officer of the

Bank) Name and designation of

the officer

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

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

To
Executive Director
Sports Authority of India
NORTHERN REGIONAL CENTRE,
SONEPAT- 131021 Haryana (India).

Dear Sirs,

Ref. Your Bidding Reference No _____, dated _____ for **Procurement of Muscle Oximeter (Model:Portamon) Equipment through Proprietary Article Certificate (PAC**

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

We further confirm that no supplier or contractor or firm or individual other than Messrs. _____ (*name and address of the above agent*) is authorised for this purpose.

As principals, we commit ourselves to extend our full support for warranty obligations, as applicable as per the Tender Document, for the Goods and incidental Works/ Services offered for supply by the above firm against this Tender Document. In case of M/s _____ is out of service due to any reason, we will make alternative arrangement for the service and maintenance of our product on same price, terms and condition.

Our details are as under:

Name of the Company:_____

Complete Postal Address: _____ Pin code/ ZIP code: _____
Telephone nos. (with country/ area codes): _____
Fax No.: (with country/ area codes): _____ Mobile Nos.: _____
(with country/ area codes): _____Contact persons/ Designation: _____
Email IDs: _____

We enclose herewith, as appropriate, our----- (Bye-Laws/ Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution)

Yours faithfully,

[Signature with date, name and designation]

for and on behalf of Messrs _____

[Name & address of the manufacturers]

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

2. Original letter may be enclosed.

PART-2
SUPPLY REQUIREMENTS

SECTION – V- SCHEDULE OF REQUIREMENTS

Schedule of Requirements

S.No.	Item	Qty.	Warranty	CAMC*
1	Muscle Oximeter (Model : Portamon)	2	2 years	3 years

***SAI reserves the right to award the CAMC contract. However, it is mandatory for the bidder to quote CAMC charges as per the Price Schedule given in the Bid Document**

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

SECTION-VI

TECHNICAL SPECIFICATIONS

SECTION – VI- TECHNICAL SPECIFICATIONS

Sl. No.	Item	Technical Specifications
1	Muscle Oximeter (Model : Portamon)	The device should be able to measure Real-time Oxy-, deoxy-, total hemoglobin, and tissue saturation index (TSI) with Continuous-wave near-infrared spectroscopy. - Supported with data analysis software compatible with at least Windows 10 or later. - Minimum 3*2 wavelength light emitting sources - The device should measure tissue saturation percentage and relative concentrations of muscle oxygenation - The device should have the Communicating mode either Bluetooth or ANT+ or both - Wavelength should be greater than 700 nm from all the light emitting sources. - Should be able to insert events in both online and offline modes. - Detectors should have ambient light protection - The device must have a minimum of three (03) spacing distances used between the receiver and transmitters. The spacing distances can be adjustable or fixed. - Fast-charging battery with more than 6 hours of power backup on a single charge. - The device should have more than 50 hrs onboard data storage capacity. - The weight of the device should not exceed 80 grams including the battery - The working ambient temperature should be 10 - 35 °C - Sampling rate not less than 8 Hz - The device should not have interference with any electromagnetic devices. - The equipment must be provided with a dedicated laptop with preinstalled data analysis software. - The instrument must be provided with synchronization device. - All required accessories must be provided with the equipment. List of Standard Packaging from OEM should be provided. Comprehensive annual maintenance contracts (at least 3 years) along with list of consumables/spare parts should be clearly outlines

PART-3- CONTRACT

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

SECTION - VII

GENERAL CONDITIONS OF CONTRACT (GCC)

1. *Application*

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

2. *Country of Origin*

- 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 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, insurance surety Bond 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.
- 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 SAI, in the event of a breach of contract by the supplier, in terms of the relevant contract. Without prejudice to its other rights and remedies under any contract, law, or equity (including without limitation Purchaser's right to terminate the

Agreement for breach and claim for losses and damages),

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.

3.9. Performance Security for the CAMC shall be deposited by the supplier at the time of award of CAMC by SAI

4. *Technical Specifications and Standards*

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

5. *Packing and Marking*

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

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-despatch Inspection Certificate. However, purchased goods accepted by the Purchaser/consignee and/or its authorized representative during inspection in terms of the contract shall in no way dilute Purchaser's/consignee's right to reject the same later, if found deficient in terms of the Warranty Clause -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-despatch inspection mentioned above.

7. Terms of Delivery

- 7.1. 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:

- 8.1. Unless otherwise instructed, the Supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:
 - i) Wherever necessary, the goods supplied under the contract shall be fully insured in a freely convertible currency in the manner specified in the contract. If considered necessary, the insurance may be done for coverage on "all risks" basis including war risks and strike clauses. The amount to be covered under insurance should be sufficient to take care of the overall expenditure, which may be incurred due to any such damage, loss etc.
 - ii) where delivery of imported goods offered from abroad is required by the Purchaser on CIF/CIP/DDP basis, the supplier shall arrange for insurance for an amount equal to one hundred and ten percent of the CIF or CIP value of the goods from "warehouse to warehouse" (final destination) on "all risks" basis including war risks and strikes and pay for the insurance, making the Purchaser as the beneficiary.
 - iii) The Insurance related to Terms & Conditions of Contract will be as per INCOTERMS 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. *Despatch Documents for Goods Imported from abroad:*

- 10.1. The Supplier shall send all the relevant despatch documents well in time to the Purchaser to enable the Purchaser clear or receive (as the case may be) the goods in terms of the contract.
- 10.2. Within 24 hours of despatch, the Supplier shall notify the Purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents/information to them by registered post / speed post (or as instructed in the contract):
- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
 - (ii) Original negotiable clean on-board Bill of Lading/Airway bill, marked freight prepaid 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 02 years from the date of installation, commissioning and acceptance. If, Comprehensive Annual Maintenance Contract (CAMC) is required to be done as per Section B, it shall be for a period of 2+3= 5 years for all the equipment after the goods or any portion thereof, as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser/consignee in terms of the contract. The supplier shall promptly repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Purchaser for such replaced parts/goods thereafter on any account whatsoever.
- 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 and the CAMC provider shall ensure continued supply of the spare part for the machines and equipment supplied by them to the purchaser for **seven** 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

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

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 SAI):

- 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
- 14.2. The Supplier shall not claim any interest on payments under the contract.
- 14.3. 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.
- 14.4. Irrevocable & non – transferable LC shall be opened by the Sports Authority of India. However, if the Supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the Purchaser/consignee, the charges thereof shall be borne by the supplier. However, if the LC is amended to make LC as per Contract the charges thereof shall be borne by the purchaser.
- 14.5. The payment shall be made in the currency / currencies authorised in the contract.
- 14.6. 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.
- 14.7. 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).
- 14.8. 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 contain the following conditions:

- (a) The Purchaser shall recover from the Supplier, under the provisions of the clause 16 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
- (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax/CST/VAT/CENVAT, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
- (c) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/CST/VAT/CENVAT, Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

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

16. *Liquidated damages*

16.1. 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*

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

19. *Force Majeure*

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

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

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

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

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

20. *Termination for convenience*

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

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

the contract terms, conditions and prices. For the remaining goods and services, the Purchaser may decide:

- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
- b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

21. *Fall Clause*

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. *Withholding and lien in respect of sums claimed*

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

23. *Resolution of disputes*

23.1. 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.

23.2. 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.

23.3. Venue of Arbitration: The Sole Arbitrator shall have its seat in Haryana.

23.4. The Arbitration proceedings will be in English Language.

23.5. 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.

23.6. 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.

23.7. 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 Court at New Delhi

24. *Applicable Law*

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

25. *Assignment*

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

SECTION – VIII (A)-(I)- CONTRACT AGREEMENT
CONTRACT FORM FOR SUPPLY

SPORTS AUTHORITY OF INDIA
NORTHERN REGIONAL
CENTRE,

SONEPAT- 131021 Haryana (India).

Contract No _____ dated _____

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

1. Name & address of the Supplier: _____
2. Purchaser's Bidding Document No _____ dated _____ and subsequent Amendment No _____, dated _____ (if any), issued by the purchaser.
3. Supplier's Bid No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the supplier and the Purchaser in connection with this Bid.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:
 - (i) General Conditions of Contract;
 - (ii) Schedule of Requirements;
 - (iii) Technical Specifications;
 - (iv) Bid Form furnished by the supplier;
 - (v) Price Schedule(s) furnished by the supplier in its Bid;
 - (vi) Manufacturers' Authorisation Form (if applicable for this Bid);
 - (vii) Purchaser's Notification of Award
5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

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

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

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

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

- (ii) Delivery schedules:
- (iii) Details of Performance Security:
- (iv) Consignee:
- (v) Warranty Period:
- (vi) Payment terms:

(Signature, name and address of the purchaser's authorised official) For and on behalf of Regional Director Sports Authority of India
Northern Regional Centre, Sonapat
Received and accepted this contract

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

[Name & address of the manufacturers] (Seal of the supplier)

Date: _____

Place: _____

SECTION – VIII (A)- (II)- CONTRACT AGREEMENT SPORTS AUTHORITY OF INDIA

Annual CMC No. _____ dated _____

Between _____ (Name and Address of Purchaser) _____

And _____ (Name and Address of the Supplier) _____

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

In continuation to the above referred contract

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

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

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

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

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

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

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

e) During CAMC Period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacture's service/technical/operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once 03 months commencing from the date of the successful completion of warranty period preventive maintenance of the goods.

- f) All software updates should be provided free of cost during CAMC.
- g) The bank guarantee valid till _____ [(fill the date) 2 months after expiry of entire CAMC period] for an amount of Rs. _____ [(fill amount) equivalent to 3 % of the CAMC cost of the equipment as per contract] shall be furnished in the prescribed format given in Section _____ of the TE document, along with the signed copy of Annual CAMC within a period of 15 (fifteen) days of issue of Annual CAMC failing which the proceeds of performance security shall be payable to the purchaser.
- h) If there is any lapse in the performance of the CAMC as per contract, a penalty of 1% of the amount of CAMC per incidence subject to a maximum of 5 incidents shall be imposed, failing which the purchaser/consignee reserves the right to terminate the contract..
- i) Payment terms: The payment of Annual CAMC will be made against the bills raised to the consignee by the supplier on quarterly basis after satisfactory completion of said period, duly certified by the HOD concerned. The payment will be made in Indian Rupees.

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

Received and accepted this contract

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

For and on behalf of _____
(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place:

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

To

SPORTSAUTHORITY OF INDIA
NORTHERN REGIONAL CENTRE,
Sonapat-131021 Haryana

WHEREAS _____(Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of Contract no _____dated _____for (description of services) (herein after called “the contract”). AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee from a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the supplier such a bank guarantee;

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

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

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

This guarantee shall be valid up to ----- days beyond the date of expiry of contract period as per RFP.

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

.....

Name and designation of the officer

.....

.....

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

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

Certified that the following store(s) has/ have been received in full & good condition as per the 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) dtd 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 ONLINE BID SUBMISSION

1. The Bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in//eprocure/app> .

2. REGISTRATION

- (i). Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in//eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
- (ii). As part of the enrolment process, the Bidders will be required to choose a unique username and assign a password for their accounts.
- (iii). Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- (iv). Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g.Sify/TCS/nCode/eMudhra etc.), with their profile.
- (v). Only one valid DSC should be registered by a Bidder. Please note that the Bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- (vi). Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

3. SEARCHING FOR TENDER DOCUMENTS

- (i). Various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- (ii). Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- (iii). The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the helpdesk.

4. PREPARATION OF BIDS

- (i) Bidder should take into account corrigendum/amendment/modification published on the tender document before submitting their bids.
- (ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- (iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

5. SUBMISSION OF BIDS

- (i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (ii) The Bidder has to digitally sign and upload the required bid documents one by one as indicate in the tender document.
- (iii) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- (iv) Bidder should prepare the Bid Security as per the instruction specified in the tender document. The original should be **posted/couriered/given** in person to the concerned official latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (v) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission on the bids by the bidders, opening of bids etc. The Bidders should follow this time during bid submission.
- (vi) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption

using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- (vii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (viii) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.
- (ix) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

6. ASSISTANCE TO BIDDERS

- (i) Any query relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- (ii) Any query relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The Contact number for the helpdesk is 0120-4001 002; 0120-4001 005 and 0120-6277 787

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

1. Muscle Oximeter (Model: Portamon)

1	NRC Sonapat	Executive Director, Sports Authority of India (SAI), Ch. Devi Lal Northern Regional Centre, High- Performance Centres (HPC), Joshi Chauhan, Grand Trunk Road, P.O. Bahalgarh, Haryana, Sonapat- 131021 E-mail: rcsonapat-sai@nic.in Telephone:- +91-130-2981562
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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)

SECTION - VIII (H) -INTEGRITY PACT

(Format of Integrity Pact) PRE-CONTRACT INTEGRITY PACT

This pre-bid /pre contract Agreement (hereinafter called Integrity Pact) is made onday of the month of 20.. between, on one hand, Sports Authority of India, hereinafter referred to as "The Buyer" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the First Part.

And

M/s_____, a company/ firm/ individual (status of the company), PSU/Partnership/Joint Venture and having its registered office atrepresented by Shri_____, hereinafter referred to as "The Bidder/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the Second Part.

WHEREAS the Buyer proposes to procure _____ (Name of the work/ goods/ services) and the Bidder/Seller is willing to offer against NIT No _____, aforesaid proposal of the buyer.

WHEREAS the Bidder is a private company / public company/ Government undertaking/ partnership/ consortium/ joint venture company/ Firm/ Individual (status of the Company), constituted in accordance with the relevant law in the matter and the Buyer is an autonomous body under Ministry of Youth Affairs and Sports.

NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the Buyer to obtain the desired said (goods/ services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling the Bidder(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the buyer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties here by agree to enter into this Integrity Pact & agree as follows:

1.0 Commitments of the buyer

- 1.1 The Buyer undertakes that no official of the buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all the Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.
- 1.3 All the officials of the buyer will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

- 2.0 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the buyer with full and verifiable facts and the same is prima facie found to be correct by the buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the buyer the proceedings under the contract would not be stalled.

3.0 Commitments of the Bidder(s)

The Bidder(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- 3.1 The Bidder(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation/completion of the contract.
- 3.2 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3 The Bidder(s) shall disclose the name and address of agents and representatives, and Indian Bidder(s) shall disclose their foreign principals or associates.
- 3.4 The Bidder(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the buyer as part of the business relationship, regarding plans,

technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.10 The Bidder(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The Bidder(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the Buyer, or alternatively, if any relative of an officer of the buyer has financial interest/stake in the Bidder(s) firm, the same shall be disclosed by the Bidder at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13 The Bidder(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer.

4.0 Previous Transgression

- 4.1 The Bidder(s) declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect on any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the tender process.
- 4.2 The bidder agrees that if I make incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract , if already awarded, can be terminated for such reason.

5.0 Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the bidder shall deposit an amount.....(to be specified in RFP) as Earnest Money/Security Deposit, with the Buyer through any of the following instruments:
 - i. Bank Draft or Pay Order in Favour of.....
 - ii. A confirmed guarantee by an Indian Nationalized bank, promising payment of guarantee sum to the buyer on demand within three working days without any demur whatsoever and without seeking any reason whatsoever. The demand for payment by the buyer shall be treated as conclusive proof of payment
 - iii. Any other mode or through any other instrument (to be specified in the RFP)
- 5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6.0 Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf shall entitle the buyer to take all or any one of the following actions, wherever required:
 - i. To immediately call off the pre contract negotiations without assigning any reason or giving any

- compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the buyer and the buyer shall not be required to assign any reason thereof.
 - iii. To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
 - iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
 - v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - vii. To debar the Bidder from participating in future bidding processes of the Govt. of India for a minimum period of five years, which may be further extended at the discretion of the Buyer.
 - viii. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
 - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the buyer with the Bidder, the same shall not be opened/operated.
 - x. Forfeiture of Performance Security in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The buyer will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the buyer to the effect that a breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

7.0 Fall Clause:

- 7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU 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 BIDDER to the BUYER, if the contract has already been concluded.

8.0 Independent Monitors:

- 8.1 The Buyer has appointed Independent Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission:
- i. Sh. Janak Digal,
Plot No. 1B/2, Sector-11, CDA,
Markat Nagar, Cuttack,
Odisha - 753015
M. No. 09971116084
Email: janakdigal85@gmail.com

ii. Sh. P Mallikharjuna Rao,
IFOS(Retd) 72, Prashasan Nagar,
Jubileehills, Hyderabad
M. No – 9440576170
Email: pmk rao72@gmail.com

- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the authority designated by the Buyer.
- 8.6 The Bidder(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Buyer including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Subcontractor(s) with confidentiality.
- 8.7 The Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated authority of the Buyer/Secretary in the Department within 8 to 10 weeks from the date of reference or intimation to him by the Buyer/Bidder and should the occasion arise, submit proposals for correcting problematic situations.

9.0 Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Buyer or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10.0 Law and Place of Jurisdiction:

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer.

11.0 Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12.0 Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

- 13.0 The Parties hereby sign this Integrity Pact as part of the contract at _____ on _____

(Bidder)

(Office

Seal)

Place

.. Date:.....

Witness 1:

))

(Name & Adress)