



युवा कार्यक्रम
एवं खेल मंत्रालय
MINISTRY OF
YOUTH AFFAIRS
AND SPORTS

सत्यमेव जयते



भारतीय खेल प्राधिकरण
SPORTS AUTHORITY OF INDIA

SPORTS AUTHORITY OF INDIA
REGIONAL CENTRE
THIRUVANANTHAPURAM
KARYAVATTOM PO, THIRUVANANTHAPURAM – 695581
(An Autonomous Body under the Ministry of Youth Affairs & Sports)

PROCUREMENT OF HOT MAGNER 2 CHANNELS FOR
PHYSIOTHERAPY DEPARTMENT OF SAI RC TVM
THROUGH PAC

AT

Tender reference No. – 25-03001/11/2026-RC LNCPE Trivandrum

Email: saircthiruvananthapuram@gmail.com

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

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Invitation of Bid (IFB)

Sports Authority of India under Ministry of Youth Affairs and Sports, Govt. of India invites **PAC bids** from eligible bidders, in two bid systems for procurement of Hot Magner 2 Channel for Sports Physiotherapy Department of SAI RC TVM.

S.NO	Name of Item	EMD
1	Procurement of Hot Magner 2 Channel for Sports Physiotherapy Department of SAI RC TVM through PAC	Rs. 20,000/-

SCHEDULE OF BIDDING PROCESS WITH KEY DETAILS

Date of publish of RFP on e-procurement portal of CPP	07.05.2026
Start date and time of downloading of document	08.05.2026, 12.00 PM
Bid submission start date	09.05.2026
Last Date and Time of uploading/submission of Bids	23.05.2026, 12.00 PM
Bid Validity	90 Days
Opening of Techno-Commercial Bid (Bid 1)	25.05.2026
Pre Bid Meeting Venue (If Case of any query)- SAI, Regional Centre, administrative block (ground floor), LNCPE Campus, Kariavattom (p.o), Thiruvananthapuram, Kerala- 695581	12.05.2026, 12.00 PM ZOOM Meeting Meeting ID: 848 141 0850 Passcode: 13579

Venue of submission of physical submission of Bid Security/Earnest Money Deposit (EMD)	Sports Authority of India, Administrative Block (Ground Floor), LNCPE Campus, Kariavattom (P.O), Thiruvananthapuram, Kerala- 695581
Corrigendum to Tender/ Bid Enquiry Document	At any time prior to the deadline for submission of bids, the purchaser may, for any reason deemed fit by it, modify the Tender Enquiry Document by issuing suitable Corrigendum to it. Corrigendum will be notified through CPP PORTAL only.
Clarification of Tender/Bid Enquiry Document	A bidder requiring any clarification or elucidation on any issue of the Tender/Bid Enquiry Document may take up the same with the purchaser through CPP Portal/Email . The purchaser will respond through CPP Portal/email to such request provided the same is uploaded within the time schedule mentioned in CPP

A period of two days will be given to the bidders for providing clarifications and submitting necessary documents after technical evaluation.

1. Bidders may download the Bidding Documents from the web site- [w.w.w sportsauthorityofindia.nic.in](http://www.sportsauthorityofindia.nic.in) & CPP Portal of Govt. of India i.e. <http://eprocure.gov.in/eprocure/app>. Bidders shall ensure that their Bids, complete in all respect are uploaded online before the closing date and time as indicated in the critical date sheet above on CPP Portal <http://eprocure.gov.in/eprocure/app>.
2. Bids shall be submitted online only at CPPP website: <http://eprocure.gov.in/eprocure/app>. Bidders are advised to follow the instructions provided in the 'Instructions to the Bidder for e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>.
3. Bidders shall not tamper/modify the tender form including downloaded price bid template in any manner. In case, the same is found to be tempered/ modified in any manner, tender will out-rightly be rejected.
4. Intending bidders are advised to visit again CPP Portal website www.eprocure.gov.in and SAI website <http://sportsauthorityofindia.nic.in> before submission of tender for any corrigendum / addendum/ amendment.

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RC, Thiruvananthapuram
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SECTION - I
INSTRUCTIONS TO BIDDERS (ITB)

(a) PREAMBLE

1. Definitions and Abbreviations

i) The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

ii) Definitions:

- a. **“SAI”** means the organization purchasing goods and services as incorporated in the Tender Enquiry documents i.e, supply of Physiotherapy and Massage Items.
- b. **“Tender”** means bids/quotations/Tender received from a Firm/ Bidder.
- c. **“Bidder”** means bidder/the individual or firm submitting bids/Quotations/Tender.
- d. **“Supplier/Contractor”** means the individuals/company or the firm providing goods as incorporated in the contract.
- e. **“Earnest Money Deposit”** (EMD) means Bid Security/monetary or financial guarantee to be furnished by a bidder along with its tender.
- f. **“Contract”** means the written agreement entered into between the SAI and supplier, together with all the documents mentioned therein and including all attachments, annexure etc., therein.
- g. **“Performance Security”** means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- h. **“Specification”** means the document/standard that prescribes the requirement with which service has to conform.
- i. **“Inspection”** means activities such as measuring, examining, testing, gauging one or more characteristics of service and comparing the same with the specified requirement to determine conformity.
- j. **“Day”** means calendar day.

iii) Abbreviation:-

- a. **“TE Document”** means Tender Enquiry Document
- b. **“NIT”** means Notice Inviting Tenders
- c. **“ITB”** means Instruction to Tenders
- d. **“GCC”** means General Conditions of Contract
- e. **“BG”** means Bank Guarantee

2. Introduction

2.1 This bid document is for procurement of items as mentioned in **Section -III.**

2.2 This Section (**Section-I**) provides relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the Purchaser for receipt and opening of bids as well as scrutiny and evaluation of bids and subsequent placement of contract.

2.3 Before formulating the bid and submitting the same to the Purchaser, the bidder should read and examine all the terms and conditions, instructions, specifications etc. contained in the bid document. Failure to provide and/or comply with the required information, instructions etc. incorporated in this bid document, may result in rejection of the bid.

3 Language of Bid

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

4 Tendering Expenses

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

5 Local Condition

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

(b) BIDDING DOCUMENTS

6 Content of Bidding Documents

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

Section I	Instructions to Bidders (ITB)
Section II	Qualification Criteria & Evaluation Criteria
Section III	Scope of Work, Requirement & Technical Specification
Section IV	General Conditions of Contract
Section V	Special Conditions of Contract

7 Amendment(s) to Bid Documents

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

8 Modifications/withdrawal of bids

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

9 Clarification of Bid Documents

9.1 A bidder requiring any clarification or elucidation on any issue in respect of the bid document may take up the same with the Purchaser in writing. The Purchaser will respond in writing to such request provided the same is received (by the Purchaser) not later than 15 days prior to the prescribed original date of submission of bid.

9.2 Any clarification issued by Purchaser in response to query (i.e) raised by the prospective bidders shall form an integral part of bid document and it may amount to an amendment of the relevant clause(s) of the bid document.

10 Bid format

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

(C) PREPARATION OF BIDS

11 Documents comprising the bid

The documents as detailed in Clause 12 and 13 of ITB i.e., Technical Bid and Financial Bid shall comprise the bid:-

12 Technical Bid

The Bidder shall submit the scanned copy of following documents along with company file while submitting the bid documents: -

- 12.1 Bid Security: Bid Security is to be furnished in accordance with **clause 17 of ITB** and. Alternatively, documentary evidence for claiming exemption, if any, from payment of Earnest Money.
- 12.2 Self-attested ID proof, address proof, Pan Card
- 12.3 Certificate of Incorporation, Articles and Memorandum of Association in case of companies/Partnership Deed and Registration of Partnership Firm in case of Firms/Any document proving ownership of proprietary firm.
- 12.4 Documents mentioned in the qualification criteria as per Section-II.
- 12.5 National Electronic Fund Transfer (NEFT Form) as per Section II- (D) for payment in Indian Rupee.
- 12.6 Goods & Services Tax Certificate (GST Certificate)
- 12.7 Valid PAN,
- 12.8 The bidder should have FSSAI License & other applicable license issued by concerned authority
- 12.9 The bidder should not be debarred/blacklisted during the last three financial years. (Undertaking as per Section- II - G) Undertaking so submitted shall not be older than the date of opening of the bid.
- 12.10 All pages of the Bid should be page numbered and indexed.

Note-

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

13 Financial Bid: - This should be uploaded online in the prescribed XLS format as per BOQ available in CPP Portal.

- 13.1 Financial proposal should contain the 'Price Schedule' in the XLS format prescribed in. All prices should be in India Rupees.
- 13.2 The authorized signatory of the bidder must sign the bid, duly stamped at appropriate places with initial on all the remaining pages of the bid. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, SAI may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages No condition shall be attached to the Financial Bid. Conditional bids shall be summarily rejected.
- 13.3 It is the responsibility of Bidder to go through the Bidding Document before offering rates as per price schedule.
- 13.4 All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/ RTGS System. Bidders are required to fill and attach the NEFT Mandate Form attached as per Section-II- (D) along with their offers, if not already executed in SAI. Notification of Award will not be issued without NEFT Mandate Form.

14 Firm Price

- 14.1 The rates/price quoted by the Bidder shall remain firm and fixed during the currency of the contract. **However, if rates of items are revised by the concerned authority/Manufacturer after last date of submission of the offers including currency of the contract, the same will be reimbursed on actual basis.**
- 14.2 Any other tax(es) if applicable in respect of this contract shall be payable by the bidder and SAI will not entertain any claim whatsoever in respect of the same. However, in respect of GST, if payable, same shall be paid by the bidder to the concerned department on demand and it will be reimbursed to him by the SAI after satisfying that it has been actually and genuinely paid by the bidder.

Note: Bidders are requested to upload the "Technical Bid" having the above-mentioned documents online in PDF format and "Financial Bid" must be upload online on CPP Portal in BoQ format.

15 Alternative Bids are not allowed.

16 Documents establishing bidder's eligibility and qualifications

The bidder shall furnish, as part of its bid, relevant details and documents establishing its qualifications as stipulated in Section- II of Tender Document to perform the contract.

17 Bid Security/Earnest Money Deposit (EMD)

17.1 The Bidder should furnish an EMD of an amount of **Rs 20,000/-**. The Bid Security is required to protect the SAI against the risk of the bidder's unwarranted conduct as explained under sub- clause (vi) below. Non submission of Bid Security will be considered as major deviation and bid will not be considered.

17.2 In case, as per notification of Government of India, the bidder falls in the category of exemption of Bid Security, it should furnish the relevant notification along with required documents like valid Registration Certificate etc.

1.1. 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 Annexure V),
- e) NEFT :
Account Name: PRINCIPAL, LNCPE
Ac No. 57007268936
IFSC No. SBIN0070043
Bank Name: State Bank of India

17.3 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 "**Regional Director, Sports Authority of India, Regional Centre, Thiruvananthapuram**", payable at **Thiruvananthapuram**. In case of Bank Guarantee, the same is to be obtained from any commercial bank in India as per the format specified under **Annexure XII (A)** of the Bid Document.

17.4 The Bid Security shall be valid for a period of ninety (90) days beyond the validity period of the bid.

17.5 Earnest Money is required to protect the SAI 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 SAI. The successful bidder's earnest money will be forfeited without prejudice to other rights of SAI if it fails to furnish the required performance security within the specified period.

17.6 Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of validity of its bid without prejudice to other rights of the SAI. Further, if successful bidder fails to furnish the required Performance Security and sign the contract / agreement within the period as specified by SAI in the Letter of Award (LoA), its Bid Security/EMD will be forfeited.

18 Bid Validity

18.1 The bid shall remain valid for acceptance for a period of 90 days after the date of bid opening, prescribed in the bid document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.

18.2 In exceptional circumstances, SAI may request the bidders' consent to extend the validity of their bids

up to a specified period. The bidders, who agree to extend the bid validity period are to extend the same in writing. However, they will not be permitted to modify their original bids during the extended bid validity period.

18.3 In case, the day up to which the bids are to remain valid falls on a holiday or on a day declared as holiday or closed day for the SAI, the bid validity shall automatically be extended up to the next working day.

19 Signing of bids

19.1 The bidders shall submit their bids as per the instruction contained in ITB.

19.2 The tender shall be written in legible & indelible ink and the same shall be signed by the bidder or by a person (s) who has been duly authorized to bind the bidder to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the bid.

19.3 The tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, of any shall be initialed by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialed by the person(s) signing the tender.

(d) SUBMISSION OF BIDS

20 Submission of bids

20.1 Bids should be submitted on line as per the instructions given for online submission

20.2 Bids must be received by the SAI not later than the date and time prescribed in the bid document.

20.3 SAI, at their discretion, may extend the deadline for submission of bids by amending the bid document in accordance with clause 8 of ITB. In that case, all rights and obligations of the SAI and the bidders would automatically stand extended.

20.4 Submission of more than one bid by the same bidder shall entail him for disqualification from participating in the bid process.

(e) BID OPENING

21 Opening of bids

21.1 The SAI will open the bids at the specified date, time and place as indicated in the CPP Portal. If due to administrative reasons the venue / date/ time of bid opening are changed, it will be uploaded on CPP Portal and on the SAI's website.

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

21.3 Authorized representatives of the bidders, who have submitted bids on time may attend the bid opening provided they bring with them letters of authority from the corresponding bidders.

21.4 Two – bid system as mentioned in **Para 12 above** will be as follows: -

- a) **Technical Bids** will be opened in the first instance, at the prescribed date and time as indicated in Section –I (IFB). These bids shall be scrutinized and evaluated by the SAI with reference to parameters prescribed in the Bid Document. During the Technical bid opening, the bid opening official(s) will read the salient features of the bids like brief description of the items offered, delivery period, Bid Security and any other special features of the bids, as deemed fit by them.
- b) **Financial Bids** of only the technically acceptable bids / offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical Bid. The prices, special discount if any offered etc., as deemed fit by bid opening official(s) will also be read out.

(f) SCRUTINY AND EVALUATION OF BIDS

22 Basic Principle

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

23 Scrutiny of Tenders

- 23.1 The SAI will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- 23.2 SAI will determine the responsiveness of each Tender to the TE Document without recourse to extrinsic evidence.
- 23.3 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.
- 23.4 The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;
 - a) Qualification Criteria not enclosed
 - b) Tender validity is shorter than the required period
 - c) EMD/exemption documents have not been provided
 - d) Bidder has not agreed to give the required performance security.
 - e) Bidder has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
 - f) Poor/ unsatisfactory past performance.
 - g) Bidder has not quoted for the entire services as specified in the Scope of Work as well as in the Price Schedule.
 - h) Bidder has not complied with the requirement of Clauses of ITB.

24 Minor infirmity/irregularity/non-conformity

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

25 Discrepancies in Prices -Not Applicable

26 Qualification Criteria

Bids of the Bidders, who do not meet the required Qualification Criteria prescribed in Clause 12 of Section-I read with Section II (A), will be treated as non - responsive and will not be considered further.

27 Comparison of Bids and Award Criteria

27.1 The Contract shall be awarded to the responsive Bidder(s) **who is overall lowest** and who meets the laid down Qualification Criteria in the Bid documents.

27.2 The SAI reserves the right to give the price preference/ Award preference as per the instruction in vogue while evaluating, comparing and ranking the responsive Bids. The Bidders claiming the same should enclose the concerned Notification of Govt. of India along with other relevant documents so as to establish their claim for such preferences.

27.3 SAI may review whether the quoted prices are in line with prevailing market rates or proceed with price negotiation, if required

28 Contacting the SAI

28.1 From the time of submission of tender to the time of awarding the contract, if a BIDDER needs to contact the SAI for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.

28.2 In case a bidder attempts to influence the SAI in the SAI's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the SAI.

(g) AWARD OF CONTRACT

29 The SAI's Right to accept any tender and to reject any or all tenders

The SAI reserve the right to accept or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder (s).

30 Notification of Award

30.1 The bidder whose bid has been accepted will be notified of the award by the SAI prior to the expiry of the bid validity period.

30.2 Before expiry of the bid validity period, the SAI will notify the successful bidder in writing, by registered / speed post or by CPP PORTAL/ email that its bid for items, which have been selected by the SAI, also briefly indicating there-in, that the essential details like description and prices have been accepted. The successful bidder must furnish to the SAI the required Performance Security within 14 days from the date of dispatch of this notification, failing which the Bid Security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided under **GCC Clause 6 under Section IV.**

- 30.3 The Letter of Award (LoA) will state the sum that the SAI will pay to the successful bidder in consideration of the services to be provided by him.
- 30.4 The details of award of work and name of the successful bidder shall be mentioned on the CPP and also in the notice board/bulletin/website of SAI.
- 30.5 Notification of Award shall constitute the conclusion of the Contract.

31 Execution of Contract:

Promptly after notification of award, the contract will be executed on Stamp Paper between this office and the successful bidder. The SAI will mail the Contract Agreement to the successful bidder. The successful bidder shall return the original copy of the contract, duly signed and dated, to SAI by registered/speed post/by hand within 15 days from the date of issue of the contract. The following compliance will be adhered to by the successful bidder:

- 31.1 The stamp duty on the agreement will be calculated according to the Haryana Stamp Act.
- 31.2 The applicable stamp duty will be paid by the successful bidder.
- 31.3 The stamp paper for the agreement must comply with the applicable rules under the Haryana Stamp Act, meaning the successful bidder is responsible for ensuring proper stamp duty is paid when signing the contract.

32 Variation of quantities at the time of award

The SAI Regional Centre Thiruvananthapuram reserves the right to increase or decrease the contract value during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

33 Annulment of Award

Failure of the successful bidder to comply with the requirement of signing an agreement with the SAI and furnishing Performance Security as per **clause 6 of Section IV** shall constitute sufficient ground for annulment of the award and forfeiture of bid security.

34 Termination of Contract

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

35 Disqualification

SAI reserves the right to disqualify the bidder for a suitable period who fails to provide the services in time.

36 Non-receipt of Performance Security and Contract by the SAI

Failure of the successful Bidder in providing Performance Security and / or returning contract copy duly signed in terms of ITB shall make the Bidder liable for forfeiture of its bid security and, also, for further actions by the SAI against it including termination on default and other administrative actions as deemed fit by the SAI.

37 Corrupt or fraudulent practices

- (i) It is required by all concerned namely the Service provider/SAI to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SAI:
 - 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 SAI 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 SAI reserves the right not to conclude the contract and in case contract has been issued, terminate the same, if found to be obtained by any misrepresentation, concealment and suppression of material facts by the bidder. In addition, Bid Security/ Performance Security (as the case may be) deposited by the bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment and suppression of material facts shall be initiated.

38 Conflict of Interest among bidders/agents

- 38.1 A bidder shall not have conflict of interest with others bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of SAI's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process if;
- 38.1.1 they have controlling partner (s) in common; or
 - 38.1.2 they receive or have received any direct or indirect subsidy/financial stake from any of them; or
 - 38.1.3 they have the same legal representative/agent for purposes of this bid; or
 - 38.1.4 they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
 - 38.1.5 bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assemblies from one bidding manufacturer in more than one bid.
 - 38.1.6 No new documents will be entertained after the bid closing date.

SECTION-II-A
QUALIFICATION CRITERIA

The bidder must satisfy the following eligibility criteria

Sl. No.	Descriptions	Document Required
1.	The bidder must be a company/firm/sole proprietor registered in India	Enclose copy of certificate of incorporation/registration issued by relevant authority in India.
2.	Bidder should have an Annual Average Turnover of Rs. 5 lakhs in the last 3 Financial Years 2022-23, 2023-24, 2024-25	Chartered Accountant Certificate, Balance Sheet and Profit and Loss Account for the last three financial years
3.	Income Tax Return for the last three financial years 2022-23, 2023-24, 2024-25	Furnish requisite document.
4.	The Manufacturer should have supplied Physiotherapy items (satisfactorily) in last three years from the date of Tender Opening, at least 60% of the quantity indicated in the bid, in at least one of the last three financial years before the bid opening (rounded off to next whole number) of the similar items meeting major parameters of specification.	The requisite order(s) along with satisfactorily certificate issued by relevant authority.
5.	National Electronic Fund Transfer (NEFT Form) for payment in Indian Rupee.	As per Annexure-I
6.	Undertaking Disclosure of Conflict of Interest	As per Annexure-II
7.	Disclosure of Code of Integrity	As per Annexure-III
8.	Undertaking (on Stamp Paper)	As per Annexure-IV
9.	Declaration as per New GFR Clause, 144 (ix)	As per Annexure-V
10.	Self-Declaration Certificate for Local Content	As per Annexure-VI

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

It is mandatory for all the bidders to submit a Catalogue containing details of the equipment such as specification, picture of equipment, brand etc.

The bidders are advised to upload the required documents in pdf format, duly signed and stamped by the authorized person

Annexure-I

NEFT MANDATE FORM

To,
Regional Director
SAI, Regional Centre,
Thiruvananthapuram.

Sub: NEFT PAYMENTS

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

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATAE FORM

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

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

[Name & address of the bidder]

Confirmed by Bank

Enclosed a copy of Crossed Cheque

Annexure-II

DISCLOSURE OF CONFLICT OF INTEREST

It is hereby disclosed that we do not have any conflict of interest with others bidders in terms of GFR. If this disclosure is found wrong later on, we are liable for punitive action as per terms of the agreement.

(Authorized Signatory)
Stamp

Annexure-III

DISCLOSURE OF CODE OF INTEGRITY

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

1. Prohibition of:-

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

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

(Authorized Signatory)
Stamp

Annexure-IV

UNDERTAKING

(On Non Judicial Stamp)

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

I/We accordingly accept all terms and conditions of the tender enquiry document including the essential conditions specially incorporated in the tender enquiry.

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

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

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

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

Date:

(Signature of the bidder)
NAME & ADDRESS OF THE
BIDDER

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

Annexure-V

Declaration as per New GFR Clause, 144 (ix)

‘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 fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

(Full Name, Designation & Address of the person duly authorized sign on behalf of the bidder) For and on behalf of

(Name, Address and Stamp of the Tendering firm)

Annexure-VI

Self-Declaration Certificate for Local Content

1. *We [name of manufacturer/supplier] hereby confirm in respect of quoted item(s) that Local Content is equal to _____(in percentage) and come under 'Class-I Local Supplier' Category. As being '**Class-I Local Supplier**', we are eligible for Purchase Preference under 'Make in India' Policy Vide GoI Order No. P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019 and 04.06.2020)

OR

*We [name of manufacturer/supplier] hereby confirm in respect of quoted item(s) that Local Content is equal to _____(in percentage - Should be more than 20% but less than 50%) and come under '**Class-II Local Supplier**' Category.

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

3. We understand that if we are offering products with local content less than the minimum requirement prescribed under Clause 5 of the above order we will fall under the category of Non-local Suppliers. We can't claim ourselves as Class-I local suppliers/ Class-II local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition.

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

S. N.	Name of item/equipment	Local content calculate d as above %	Location Where Local Content is added	Imported content including all Custom duties (%)	Location of value addition
---	---%	 %	INDIA

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

Attach separate sheet duly signed if space is not sufficient.

Date:

Seal & Signature of the Bidder

Note:

- 1) The Self-Certification Form should be submitted on Letter Head.
- 2) In case the bidder is supplier and not OEM, then the above mentioned MII certificate should be given by the OEM in their letter head.
- 3) This declaration serves as a declaration form for the bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt. Directives applicable in respect of Local Content & prescribed tender conditions).

SECTION-II-B

EVALUATION CRITERIA

1. Authority reserves the right to accept or reject any of all bids without assigning any reasons.
2. Authority also reserves the right to reject any bid (including the lowest one) which in its opinion is not responsive or violating any of the conditions/specifications or which is found to be adopting unethical business practices; without bearing any liability or any loss whatsoever it may cause to the bidder in the process.
3. Technical bids will be evaluated as per qualification criteria of the tender documents.
4. The Contract shall be awarded to the responsive Bidder(s) who is **L1** (in Bid) lowest and who meets the laid down Qualification Criteria in the Bid documents.

SECTION-III

SCOPE OF WORK

1. To provide Hot Magner 2 Channel at Sports Authority of India (SAI), Regional Centre, Thiruvananthapuram.
2. To arrange for supply of Hot Magner 2 Channel as required at the site by the contractor at his own cost.
3. **Quality:** Packed and **branded/first quality** (where ever applicable). All the Products should be within safe period of expiry period.
4. The entire Products should be within safe period of expiry period.
5. If any Products received doesn't match quality & quantity mentioned in supply order will be returned.
6. The successful bidder is strictly required to supply all the goods branded company/Premium Quality only as per bid specification.
7. Material indented for shall be supplied in full quantity within stipulated time. In case of delay in supply/ non supply/ short supply of any other complaint, SAI reserves the right to adjust extra liabilities from the Security Money, disapprove a brand/all brands or may take any other action as deemed fit.
8. It will be the responsibility of the supplier to ensure that items supplied are of the good and standard quality and free from all defects.
9. The decision of the SAI, Regional Centre, Thiruvananthapuram, shall be final as to the quality of the items and shall be binding upon the tenderers. Any item fails conformity Specification or quality will be rejected out rightly and it shall be replaced immediately at the risk and cost of the supplier.
10. The goods supplied must be in proper packing and should have complete information in all respect i.e. Price, Batch No, Mfg. date and Expiry Date etc. with statutory details.
11. Supply item should be supported with delivery Challan.
12. In case of doubt in material the expenditure on testing of material will be borne by the tenderer.
13. Transportation & Loading & Unloading charges will be inclusive of rate quoted no extra charges will be paid in any circumstances.
14. A list of tentative required physio and massage Items is attached as **Appendix-A**. The actual requirement may increase or decrease as per requirement.
15. The supplier should give an undertaking that substandard item if supplied will be replaced at no extra cost within same day of the defect being brought to notice of the supplier.

16. It will be the responsibility of the supplier to ensure that items supplied are of the good and standard quality and free from all defects.
17. The decision of the SAI Regional Centre, Thiruvananthapuram shall be final as to the quality of the items and shall be binding upon the tenderers. Any item fails conformity Specification or quality will be rejected out rightly and it shall be replaced immediately at the risk and cost of the supplier.
18. The Supplier should fulfill the following conditions with regard to goods.
 - a) The bill should clearly mention the batch number, Manufacturing Date and date of expiry of the supplied product wherever applicable.
 - b) The product should be fresh stock within 6 months of manufacturing.
 - c) The product to be replaced if required within three months of expiry date.
19. Work orders will be issued on a need basis as per demand through supply orders. The approved rates shall remain valid for a period of one year

I have read and understood all the Terms & Conditions of the Tender and hereby undertake to abide by same.

Authorized Signature
Name & Address of the firm with seal

Schedule of Requirements

S. No	Item	Total Qty	Warranty	CAMC
1.	Chuo Medical System Hot Magner 2 Channel for Physiotherapy Department at SAI RC TVM.	01 Unit	2 Years	3 Years

SPECIFICATIONS:

HOT MAGNER 2 CHANNEL(2 channel heat therapy unit with vibration+ magnetism)

Technical specifications

- It should have combination therapy unit with heat, magnetic force and micro vibrations.
- It system should be modern with touch button operation.
- The system should consists of two channel unit with 2 hot packs for simultaneous use.
- It should have flexible heating pads emitting by dry heat so that it can be used over clothes in normal condition
- The heating pads should have step temperature control from 35 degree to 60 degree.
- Maximum temperature should not exceed 65 degrees for patient protection
- It should provide vibrations through flexible heating pads which help in the stimulation of blood flow on painful areas.
- The system should have different types of micro vibration as bellow
 - Ripple wave-70 vibration per second
 - Random wave; 125 vibrations per second
 - Big wave- 60 vibrations per second
 It should also provide magnetic force for improving the blood flow. Micro vibration should be from alternating magnetic field.
- The treatment pad should have inbuilt visual LED Indicator for the heat vibration and magnetism function for checking of proper functioning of pad throughout the treatment.
- It should have digital timer 1-30 minutes duration.
- It should supplied with an imported trolley and should have work on 240 v &50hz power supply.
- The equipment should be supplied with magnet detector 01 No.
- The equipment should be supplied with hot magner treatment pads suitable for various body parts as follows,
 - a. large treatment pad for lumbar and thoracic area(size 470 X 200mm) with cover 01No.
 - b. medium treatment pad for lower/upper back (size 390 X 390mm) with cover 01No.
 - c.treatment pad for knee/shoulder(size 390 x310 mm) with cover 01No.

Technical Specification of Items

S.No	Item Name	Quantity	Specifications	Justification

PART-3

CONTRACT

SECTION - VII

C. 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 B and Technical Specification of this document.
- 1.2. All relevant clauses in Section A, Instructions to Bidders (ITB), will be binding on this purchase.

2. Use of contract documents and information

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

3. Intellectual Property Rights/Patent Rights

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

4. Country of Origin

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

5. Performance Security

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

- 5.2. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty period of 2 years from the date of acceptance of the items by the consignee(s).
- 5.3. Supplier may furnish performance guarantee in the form of an account payee Demand Draft (in the name of Principal, LNCPE payable at Thiruvananthapuram), Fixed Deposit Receipt from a commercial bank (in the name of the Regional Director, SAI RC Thiruvananthapuram), Bank Guarantee from a Commercial bank (in the name of the Regional Director, SAI RC Thiruvananthapuram) in an acceptable form in the format at **Section I**, safeguarding the Purchaser's interest in all respects.
- NEFT/RTGS Details:
- The Principal, LNCPE
Account No: 57007268936
Bank: State Bank of India
IFSC No. SBIN0070043
- 5.4. In the event of any amendment issued to the contract regarding extension of delivery period, the supplier shall, within 15 days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the amended contract.
- 5.5. Bid security will be refunded to the successful bidder on receipt of Performance Security
- 5.6. The Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations subject to adjustment of all amounts/losses/damages/recoveries/ penalties payable to the Purchaser and claims of Purchaser, there from.
- 5.7. The Performance Security shall be denominated in Indian Rupees in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in **Section-I** of this document in favour of the Purchaser.
- 5.8. Performance Security shall be forfeited and credited to the accounts of SAI, in the event of a breach of contract by the supplier, in terms of the relevant contract. Without prejudice to its other rights and remedies under any contract, law, or equity (including without limitation Purchaser's right to terminate the Agreement for breach and claim for losses and damages),
- 5.9. Supplier agrees that the decision of Purchaser in respect of any forfeiture/invocation/adjustment of the Performance Security will be final and binding on the Supplier. Purchaser shall be entitled, without any limitation or interference, to forfeit/invoke/adjust the Performance Security, as set out in this Section. Upon forfeiture/invocation/adjustment of the Performance Security as aforesaid, the Supplier shall replenish the Performance Security to their original amounts within 7 days from the date of such forfeiture/invocation/ adjustment. In case of any delay or failure in replenishing the Performance Securities as set forth in the foregoing sentence, Purchaser reserves its rights to terminate the Bidding Documents without any further notice to the Supplier at the cost and liability of the Supplier.

6. Technical Specifications and Standards

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

7. Packing and Marking

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

availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

7.2. Unless otherwise mentioned in the Technical Specification under Section B, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality: -

7.2.1. Contract number and date

7.2.2. Brief description of the goods including quantity

7.2.3. Packing list reference number

7.2.4. Country of origin of the goods

7.2.5. Consignee's name and full address and

7.2.6. Supplier's name and address

8. Inspection, Testing and Quality Control

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

8.2. In normal course the Stores/goods will be supplied by the contractor on the basis of Manufacturers own Pre-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 -12 of GCC.

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

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

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

8.6. 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.

8.7. The purchaser reserves the right to call for Latest lab-test report from authorized/accredited lab

not later than a year old from Government or Government approved lab of each item quoted conforming to specifications as mentioned in Section B. (If not applicable in the case of bidder firm from foreign country, lab-test report not later than a year old from accredited lab of the Authorized International Agency. Their in-house lab of each item quoted conforming to specification as mentioned in section B.

9. Terms of Delivery

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

10. Insurance:

- 10.1. Unless otherwise instructed, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:
 - 10.1.1. As the Agreement is a case of supply of goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores/goods duly insured for an amount equal to 110% of the value of the goods from warehouse to consignee site on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.
 - 10.1.2. Deleted being N/A
 - 10.1.3. In case of the delay in delivery of the goods to the consignee the insurance will suitably be extended by the supplier at his own cost.

11. Dispatch Documents for Goods:

- 11.1. The supplier shall send all the relevant despatch documents well in time to the purchaser/consignee to enable the purchaser/consignee clear or receive (as the case may be) the goods in terms of the contract. Unless otherwise specified in the SCC, the usual documents involved and the

drill to be followed in general for this purpose are as follows: -

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

13.1.1.1 Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount.

12. Terms of Delivery

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

12.2. The supplier/contractor is required to complete the supplies within the stipulated delivery period. Time shall be the essence of the Contract. However, in case contractor fails to complete the entire/ part quantity of supplies within the stipulated delivery period, the purchaser, at its discretion, may grant extension in delivery period for unsupplied quantity. Such extension in delivery if granted shall be subject to the following: -

12.2.1. The supplier/Contractor shall pay, and purchaser will recover liquidated damages from the contractor as per contract or as may be indicated by the purchaser as per its prevailing policies.

12.2.2. No increase in price on account of any statutory increase in or fresh imposition of GST and freight charges/demurrage charges or on any account of any other taxes, levies or duty leviable in respect of the equipment specified in the contract, which takes place after the date of delivery period stipulated in the said contract, shall be admissible on such of the equipment as are delivered after said date.

12.2.3. Notwithstanding any stipulation in the contract for increase in price on any other ground no such increase which takes place after the delivery date stipulated in the contract shall be admissible on such of the equipment as are delivered after the said date.

12.2.4. The purchaser shall be entitled to the benefit of any decrease in price on account of deduction in statutory levies, GST and duties or on account of any other ground which takes place during the currency of the contract and/ or after the expiry of the delivery date stipulated in the contract.

13. Insurance:

13.1. 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:

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

13.1.2. Deleted being N/A

13.1.3. In case of the delay in delivery of the goods to the consignee the insurance will suitably be extended by the supplier at his own cost.

14. Dispatch Documents for Goods:

14.1. The supplier shall send all the relevant despatch documents well in time to the

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

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

13.1.1.2 Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount.

13.1.1.3 Consignee Receipt Certificate as per Section J in original issued by the authorised representative of the consignee.

13.1.1.4 Two copies of packing list identifying contents of each package.

13.1.1.5 Inspection certificate issued by the designated inspection agency, if any

13.1.1.6 Certificate of origin.

13.1.1.7 Insurance Certificate as per GCC Clause.

13.1.1.8 Manufacturers/Supplier's warranty certificate & In-house inspection certificate.

14.1.2. For Goods imported from abroad: Deleted- N/A

15. Warranty

15.1. 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.

15.2. The warranty shall remain valid for **02 years** from the date of installation, commissioning and acceptance. 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.

15.3. 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.

15.4. 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.

15.5. The Successful bidder shall ensure an Uptime of 95% during warranty. In case any repairs / issues arise during the warranty they shall be addressed by the successful bidder at the earliest to maintain a minimum Uptime of 95%. In case the equipment downtime is beyond 5%, the warranty of the equipment shall be deemed extended for the time period for which the equipment is not functional beyond the prescribed 5%.

16. Assignment

16.1. 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.

17. Prices

17.1. 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.

18. Taxes and Duties.

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

18.2. Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the Purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser. However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage/detention charges and obtain a receipt for the same. The purchaser shall in no event be liable for any detention/demurrage charges. The supplier should forward the receipt obtained for such payment to the Purchaser to enable the Purchaser to reimburse the supplier and take other necessary action in the matter.

19. Terms and Mode of Payment

19.1. 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:

Hundred percent (100%) payment of the contract price subject to recoveries / liquidated damages/shortages etc., if any, shall be paid on the successful completion of work as per scope of work and submission of Acceptance certificate by consignee as per Section J with detailed invoice

20. Delay in the supplier's performance.

20.1. The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed not later than the date (s) as specified in the contract.

20.2. 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.

- 20.3. Subject to the provision of Force Majeure under GCC clause 22, any delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following actions:
- 20.3.1. Imposition of Liquidated Damages,
 - 20.3.2. Forfeiture of its Performance Security and
 - 20.3.3. Termination of the Contract for default.
- 20.4. 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.
- 20.5. In case, Performa Invoice submitted by supplier is found to be deficient, because of which purchaser is unable to open the letter of credit, delay shall be to the account of supplier
& purchaser shall deduct liquidated damages as per clause 18 of General Condition of Contract.
- 20.6. When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter-alia contain the following conditions:
- 20.6.1. The Purchaser shall recover from the supplier, under the provisions of the clause 18 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.
 - 20.6.2. That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of Goods and Service Tax and Works Contract Tax or on account of any other tax or duty/levy which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
 - 20.6.3. But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Goods and Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
- 20.7. The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser for extension of delivery period and obtain the same before 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.
- 20.8. Passing of Property
- 20.8.1. The property in the goods shall not pass to the purchaser unless and until the goods have been delivered to the consignee and thereafter inspected and accepted in accordance with the conditions of the contract.

- 20.8.2. Where there is a contract for sale of specific goods and the supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.
- 20.8.3. Unless otherwise agreed, the goods remain at supplier's risk until the property therein is transferred to the purchaser.

21. Liquidated damages

- 21.1. Subject to the provision of Force Majeure under GCC clause 22, 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 day of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached purchaser/consignee may consider termination of the contract as per 21 of GCC and initiate remedies available under law for the loss and damage caused to the purchaser.
- 21.2. In the event of delay in submission of proforma Invoice, the delay shall be to the account of supplier & Purchaser shall deduct Liquidated damages as per Clause 18 of General Condition of Contract. Proforma Invoice should be strictly as per the terms & conditions mentioned in Notification of Award/Tender Conditions.
- 21.3. Proforma Invoice submitted by supplier is found to be deficient, because of which purchaser is unable to open the letter of credit, delay shall be to the account of supplier & purchaser shall deduct liquidated damages as per clause 18 of GCC.

22. Termination for default

- 22.1. 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.
- 22.2. In the event of Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub clause 19 above, the Purchaser/Consignee may procure goods and / or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure and costs, if any incurred by the purchaser/consignee for arranging such procurement.
- 22.3. Unless otherwise instructed by the purchaser, the supplier shall continue to perform the contract to the extent not terminated.

23. Notice

- 23.1. Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by e-mail/speed post and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- 23.2. The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

24. Termination for insolvency

24.1. 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.

25. Force Majeure

25.1. The supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

25.2. 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 not foreseeable. Such events may include, but are not limited to, acts done in sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, pandemics quarantine restrictions, lockdowns and freight embargoes. 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.

25.3. 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.

25.4. 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.

25.5. 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.

26. Termination for convenience

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

26.2. The goods and services which are complete and ready in terms of the contract for delivery and performance at the earliest but not later than three (03) days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser following the contract terms, conditions and prices.

27. Fall Clause

27.1. 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.

27.2. 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.

28. Withholding and lien in respect of sums claimed

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

whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

29. Resolution of disputes

- 29.1. If dispute or difference of any kind shall arise between the Purchaser and the supplier in connection with or relating to the contract/tender documents, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 29.2. Arbitration: In case the parties fail to resolve the issue amicably within 30 days, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed as per the provisions of the Arbitration & Conciliation Act, 1996 or any statutory amendments thereof. The language of the arbitration proceedings shall be English. The award given by the arbitrator shall be final and binding upon all the parties The procedure and fee of the arbitrator shall be in accordance with the prevalent procedure and policies of SAI.
- 29.3. Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Thiruvananthapuram, Kerala.
- 29.4. 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.
- 29.5. 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 SAI's Arbitration proceedings.

- 29.6. 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 Kerala.

30. Applicable Law

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

31. Comparison of Bids and Award Criteria.

- a. The comparison of the techno commercially responsive Bids for ranking purpose shall be carried out on total cost quoted by the bidder for complete scope inclusive of applicable taxes, duties, incidental services.
- b. The Contract shall be awarded to the responsive Bidder(s) who is overall lowest after considering the total price quoted for all the items in the tender and who meets the laid down Qualification Criteria in the Bid documents.
- c. The Purchaser reserves the right to give the price preference/ purchase preference as per the instruction issued by Govt. of India while evaluating, comparing and ranking the responsive Bids. The Bidders claiming the same should enclose the concerned Notification of Govt. of India along with other relevant documents so as to establish their claim for such preferences.

SECTION – VIII

(A) CONTRACT AGREEMENT

SPORTS AUTHORITY OF INDIA, RC, Thiruvananthapuram

Contract No _____

Dated _____

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

1. Name & address of the Supplier (Rate Contract holder):

2. Purchaser's Bidding Document No _____ dated _____ and subsequent Amendment No _____, dated _____ (if any), issued by the purchaser.
3. Supplier's Bid No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the supplier and the purchaser in connection with this Bid.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this Rate 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' Authorization Form (if applicable for this Bid);
 - (vii) Purchaser's Notification of Award of Rate Contract
5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
 - (i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

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

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

(ii) Rate Contract valid upto:

(iii) Prices:

(ii) Details of Performance Security:

(v) Warranty Period:

(vi) Payment terms:

**(Signature, name and address
of the purchaser's authorised official)
For and on behalf of Director General
Sports Authority of India**

Received and accepted this Rate Contract

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

[Name & address of the manufacturers]

(Seal of the supplier)
Date: _____

Place: _____

SECTION – VIII

(B) BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To
Sports Authority of India,

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

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

Rate Contract No. _____

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

Beneficiary: Principal SAI LNCPE, Thiruvananthapuram

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number]

We have been informed that [insert complete name of Supplier] (hereinafter called "the Supplier") has entered into Rate Contract No. [insert number] dated [insert day and month], [insert year] with you, for the supply of [description of Goods and related Services] (hereinafter called "the Contract").

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

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

This Guarantee shall expire not later than the [insert number] day of [insert month] [insert year], and any demand for payment under it must be received by us at this office on or before that date.

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

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

SECTION – VIII

(D) DECLARATION FOR BLACKLISTING

To

Sir,

Sub:- Bidding document dated: _____ for “Biding document for procurement of, Physiotherapy items & massage items”.

I have carefully gone through the Terms & Conditions mentioned in the referred bidding document. I hereby declare that my company/firm is not currently debarred/blacklisted by any state government/central government/PSU or any other Government Institution in India. I further certify that I am the authorized signatory to sign on behalf of my company and make this declaration.

Or

I declare the following

S.No.	Blacklisted/debarred by State Government/Central Government/PSU	Reason	Date on which blacklisting/debarment notification was issued

(Note:- In case of the company/firm was blacklisted previously, please provide the details regarding period for which the company/firm was blacklisted and the reason for the same)

Yours faithfully

(Signature of the bidder)

Name

Designation

Seal

Business Address

- 31.1. 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).
- 31.2. Supplier may furnish performance guarantee in the form of an account payee Demand Draft (in the name of Principal, LNCPE payable at Thiruvananthapuram), Fixed Deposit Receipt from a commercial bank (in the name of the Regional Director, SAI RC Thiruvananthapuram), Bank Guarantee from a Commercial bank (in the name of the Regional Director, SAI RC Thiruvananthapuram) in an acceptable form in the format at **Section I**, safeguarding the Purchaser's interest in all respects.
- NEFT/RTGS Details:
- The Principal, LNCPE
Account No: 57007268936
Bank: State Bank of India
IFSC No. SBIN0070043
- 31.3. 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.
- 31.4. Bid security will be refunded to the successful bidder on receipt of Performance Security
- 31.5. 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.
- 31.6. 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-I** of this document in favour of the Purchaser.
- 31.7. 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),
- 31.8. 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.

32. Technical Specifications and Standards

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

33. Packing and Marking

33.1. 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.

33.2. Unless otherwise mentioned in the Technical Specification under Section B, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality: -

- 33.2.1. Contract number and date
- 33.2.2. Brief description of the goods including quantity
- 33.2.3. Packing list reference number
- 33.2.4. Country of origin of the goods
- 33.2.5. Consignee's name and full address and
- 33.2.6. Supplier's name and address

34. Inspection, Testing and Quality Control

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

34.2. In normal course the Stores/goods will be supplied by the contractor 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 -12 of GCC.

34.3. 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.

34.4. 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.

34.5. 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.

34.6. 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.

34.7. The purchaser reserves the right to call for Latest lab-test report from authorized/accredited lab not later than a year old from Government or Government approved lab of each item quoted conforming to specifications as mentioned in Section B. (If not applicable in the case of bidder firm from foreign country, lab-test report not later than a year old from accredited lab of the Authorized International Agency. Their in-house lab of each item quoted conforming to specification as mentioned in section B.

35. Terms of Delivery

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

35.2. The supplier/contractor is required to complete the supplies within the stipulated delivery period. Time shall be the essence of the Contract. However, in case contractor fails to complete the entire/ part quantity of supplies within the stipulated delivery period, the purchaser, at its discretion, may grant extension in delivery period for unsupplied quantity. Such extension in delivery if granted shall be subject to the following: -

35.2.1. The supplier/Contractor shall pay, and purchaser will recover liquidated damages from the contractor as per contract or as may be indicated by the purchaser as per its prevailing policies.

35.2.2. No increase in price on account of any statutory increase in or fresh imposition of GST and freight charges/demurrage charges or on any account of any other taxes, levies or duty leviable in respect of the equipment specified in the contract, which takes place after the date of delivery period stipulated in the said contract, shall be admissible on such of the equipment as are delivered after said date.

35.2.3. Notwithstanding any stipulation in the contract for increase in price on any other ground no such increase which takes place after the delivery date stipulated in the contract shall be admissible on such of the equipment as are delivered after the said date.

35.2.4. The purchaser shall be entitled to the benefit of any decrease in price on account of deduction in statutory levies, GST and duties or on account of any other ground which takes place during the currency of the contract and/ or after the expiry of the delivery date stipulated in the contract.

36. Insurance:

36.1. 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:

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

36.1.2. Deleted being N/A

36.1.3. In case of the delay in delivery of the goods to the consignee the insurance will suitably be extended by the supplier at his own cost.

37. Dispatch Documents for Goods:

37.1. The supplier shall send all the relevant despatch documents well in time to the

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

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

13.1.1.9 Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount.

38. Terms of Delivery

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

38.2. The supplier/contractor is required to complete the supplies within the stipulated delivery period. Time shall be the essence of the Contract. However, in case contractor fails to complete the entire/ part quantity of supplies within the stipulated delivery period, the purchaser, at its discretion, may grant extension in delivery period for unsupplied quantity. Such extension in delivery if granted shall be subject to the following: -

38.2.1. The supplier/Contractor shall pay, and purchaser will recover liquidated damages from the contractor as per contract or as may be indicated by the purchaser as per its prevailing policies.

38.2.2. No increase in price on account of any statutory increase in or fresh imposition of GST and freight charges/demurrage charges or on any account of any other taxes, levies or duty leviable in respect of the equipment specified in the contract, which takes place after the date of delivery period stipulated in the said contract, shall be admissible on such of the equipment as are delivered after said date.

38.2.3. Notwithstanding any stipulation in the contract for increase in price on any other ground no such increase which takes place after the delivery date stipulated in the contract shall be admissible on such of the equipment as are delivered after the said date.

38.2.4. The purchaser shall be entitled to the benefit of any decrease in price on account of deduction in statutory levies, GST and duties or on account of any other ground which takes place during the currency of the contract and/ or after the expiry of the delivery date stipulated in the contract.

39. Insurance:

39.1. 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:

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

39.1.2. Deleted being N/A

39.1.3. In case of the delay in delivery of the goods to the consignee the insurance will suitably be extended by the supplier at his own cost.

40. Dispatch Documents for Goods:

- 40.1. The supplier shall send all the relevant despatch documents well in time to the purchaser/consignee to enable the purchaser/consignee clear or receive (as the case may be) the goods in terms of the contract. Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows: -
- 40.1.1. For Domestic Goods, including goods already imported by the supplier under its own arrangement. Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and other concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by e-mail/speed post (or as instructed in the contract):
 - 13.1.1.10 Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount.
 - 13.1.1.11 Consignee Receipt Certificate as per Section J in original issued by the authorised representative of the consignee.
 - 13.1.1.12 Two copies of packing list identifying contents of each package.
 - 13.1.1.13 Inspection certificate issued by the designated inspection agency, if any
 - 13.1.1.14 Certificate of origin.
 - 13.1.1.15 Insurance Certificate as per GCC Clause.
 - 13.1.1.16 Manufacturers/Supplier's warranty certificate & In-house inspection certificate.
 - 40.1.2. For Goods imported from abroad: Deleted- N/A

41. Warranty

- 41.1. 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.
- 41.2. The warranty shall remain valid for **02 years** from the date of installation, commissioning and acceptance. 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.
- 41.3. 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.
- 41.4. 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.
- 41.5. The Successful bidder shall ensure an Uptime of 95% during warranty. In case any repairs / issues arise during the warranty they shall be addressed by the successful bidder at the earliest to maintain a minimum Uptime of 95%. In case the equipment downtime is beyond 5%, the warranty of the equipment shall be deemed extended for the time period for which the equipment is**

not functional beyond the prescribed 5%.

42. Assignment

42.1. 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.

43. Prices

43.1. 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.

44. Taxes and Duties.

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

44.2. Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the Purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser. However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage/detention charges and obtain a receipt for the same. The purchaser shall in no event be liable for any detention/demurrage charges. The supplier should forward the receipt obtained for such payment to the Purchaser to enable the Purchaser to reimburse the supplier and take other necessary action in the matter.

45. Terms and Mode of Payment

45.1. 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:

Hundred percent (100%) payment of the contract price subject to recoveries / liquidated damages/shortages etc., if any, shall be paid on the successful completion of work as per scope of work and submission of Acceptance certificate by consignee as per Section J with detailed invoice

46. Delay in the supplier's performance.

46.1. The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed not later than the date (s) as specified in the contract.

- 46.2. 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.
- 46.3. Subject to the provision of Force Majeure under GCC clause 22, any delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following actions:
- 46.3.1. Imposition of Liquidated Damages,
- 46.3.2. Forfeiture of its Performance Security and
- 46.3.3. Termination of the Contract for default.
- 46.4. 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.
- 46.5. In case, Performa Invoice submitted by supplier is found to be deficient, because of which purchaser is unable to open the letter of credit, delay shall be to the account of supplier
& purchaser shall deduct liquidated damages as per clause 18 of General Condition of Contract.
- 46.6. When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter-alia contain the following conditions:
- 46.6.1. The Purchaser shall recover from the supplier, under the provisions of the clause 18 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.
- 46.6.2. That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of Goods and Service Tax and Works Contract Tax or on account of any other tax or duty/levy which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
- 46.6.3. But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Goods and Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
- 46.7. The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser for extension of delivery period and obtain the same before 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.
- 46.8. Passing of Property
- 46.8.1. The property in the goods shall not pass to the purchaser unless and until the goods have

been delivered to the consignee and thereafter inspected and accepted in accordance with the conditions of the contract.

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

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

47. Liquidated damages

47.1. Subject to the provision of Force Majeure under GCC clause 22, 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 day of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached purchaser/consignee may consider termination of the contract as per 21 of GCC and initiate remedies available under law for the loss and damage caused to the purchaser.

47.2. In the event of delay in submission of proforma Invoice, the delay shall be to the account of supplier & Purchaser shall deduct Liquidated damages as per Clause 18 of General Condition of Contract. Proforma Invoice should be strictly as per the terms & conditions mentioned in Notification of Award/Tender Conditions.

47.3. Proforma Invoice submitted by supplier is found to be deficient, because of which purchaser is unable to open the letter of credit, delay shall be to the account of supplier & purchaser shall deduct liquidated damages as per clause 18 of GCC.

48. Termination for default

48.1. 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.

48.2. In the event of Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub clause 19 above, the Purchaser/Consignee may procure goods and / or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure and costs, if any incurred by the purchaser/consignee for arranging such procurement.

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

49. Notice

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

for exchanging such notices will be the addresses as incorporated in the contract.

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

50. Termination for insolvency

50.1. 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.

51. Force Majeure

51.1. The supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

51.2. 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 not foreseeable. Such events may include, but are not limited to, acts done in sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, pandemics quarantine restrictions, lockdowns and freight embargoes. 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.

51.3. 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.

51.4. 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.

51.5. 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.

52. Termination for convenience

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

52.2. The goods and services which are complete and ready in terms of the contract for delivery and performance at the earliest but not later than three (03) days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser following the contract terms,

conditions and prices.

53. Fall Clause

- 53.1. 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.
- 53.2. 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.

54. Withholding and lien in respect of sums claimed

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

whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

55. Resolution of disputes

- 55.1. If dispute or difference of any kind shall arise between the Purchaser and the supplier in connection with or relating to the contract/tender documents, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 55.2. Arbitration: In case the parties fail to resolve the issue amicably within 30 days, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed as per the provisions of the Arbitration & Conciliation Act, 1996 or any statutory amendments thereof. The language of the arbitration proceedings shall be English. The award given by the arbitrator shall be final and binding upon all the parties The procedure and fee of the arbitrator shall be in accordance with the prevalent procedure and policies of SAI.
- 55.3. Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Thiruvananthapuram, Kerala.
- 55.4. 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.

- 55.5. 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 SAI's Arbitration proceedings.
- 55.6. 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 Kerala.

56. Applicable Law

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

57. Comparison of Bids and Award Criteria.

- d. The comparison of the techno commercially responsive Bids for ranking purpose shall be carried out on total cost quoted by the bidder for complete scope inclusive of applicable taxes, duties, incidental services.
- e. The Contract shall be awarded to the responsive Bidder(s) who is overall lowest after considering the total price quoted for all the items in the tender and who meets the laid down Qualification Criteria in the Bid documents.
- f. The Purchaser reserves the right to give the price preference/ purchase preference as per the instruction issued by Govt. of India while evaluating, comparing and ranking the responsive Bids. The Bidders claiming the same should enclose the concerned Notification of Govt. of India along with other relevant documents so as to establish their claim for such preferences.

SECTION – VIII

(E) CONTRACT AGREEMENT

SPORTS AUTHORITY OF INDIA, RC, Thiruvananthapuram

Contract No _____

Dated _____

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

6. Name & address of the Supplier (Rate Contract holder):

7. Purchaser's Bidding Document No _____ dated _____ and subsequent Amendment No _____, dated _____ (if any), issued by the purchaser.
8. 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.
9. 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 Rate 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' Authorization Form (if applicable for this Bid);
 - (vii) Purchaser's Notification of Award of Rate Contract
10. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
- (i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

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

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

(ii) Rate Contract valid upto:

(iii) Prices:

(ii) Details of Performance Security:

(vii) Warranty Period:

(viii) Payment terms:

**(Signature, name and address
of the purchaser's authorised official)
For and on behalf of Director General
Sports Authority of India**

Received and accepted this Rate 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

(F) BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To
Sports Authority of India,

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

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

Rate Contract No. _____

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

Beneficiary: Principal SAI LNCPE, Thiruvananthapuram

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number]

We have been informed that [insert complete name of Supplier] (hereinafter called "the Supplier") has entered into Rate Contract No. [insert number] dated [insert day and month], [insert year] with you, for the supply of [description of Goods and related Services] (hereinafter called "the Contract").

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

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

This Guarantee shall expire not later than the [insert number] day of [insert month] [insert year], and any demand for payment under it must be received by us at this office on or before that date.

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

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

SECTION – VIII

(H) DECLARATION FOR BLACKLISTING

To

Sir,

Sub:- Bidding document dated: _____ for “Biding document for procurement of, Physiotherapy items & massage items”.

I have carefully gone through the Terms & Conditions mentioned in the referred bidding document. I hereby declare that my company/firm is not currently debarred/blacklisted by any state government/central government/PSU or any other Government Institution in India. I further certify that I am the authorized signatory to sign on behalf of my company and make this declaration.

Or

I declare the following

S.No.	Blacklisted/debarred by State Government/Central Government/PSU	Reason	Date on which blacklisting/debarment notification was issued

(Note:- In case of the company/firm was blacklisted previously, please provide the details regarding period for which the company/firm was blacklisted and the reason for the same)

Yours faithfully

(Signature of the bidder)

Name

Designation

Seal

Business Address