



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)

**Tender Document for Supply of Physiotherapy and  
Massage Items**

AT

**Tender reference No. – 25-03001(11)/43/2026-RC LNCPE Trivandrum**

**Email:** [saircthiruvananthapuram@gmail.com](mailto:saircthiruvananthapuram@gmail.com)

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

# INDEX

**Section** **Topic** **Page No.**

---

## **PART-1 BIDDING PROCEDURE**

Section I	– Instructions to Bidder (SAI) -----	05-14
Section II-A	– Qualification Criteria -----	15-16
Section II-B	– Evaluation Criteria -----	17
Section II-C	– Bid Submission Form -----	18
Section II-D	– National Electronic Fund Transfer (NEFT) Form-----	19
Section II-E	– Disclosure of Conflict of Interest -----	20
Section II-F	– Disclosure of Code of Integrity -----	21
Section II-G	– Undertaking -----	22
Section II-H	– Self Declaration Certificate for Local Content-----	23
Section II-I	– Declaration as per New GFR Clauses, 144 (xi)-----	24
Annexure-A	– Format for Integrity Pact -----	30

## **PART-2 –SUPPLY REQUIREMENTS**

Section III	– Scope of Work, Requirements & Technical Specifications -----	31-45
-------------	--	-------

## **PART-3 –CONTRACT**

Section IV	– General Conditions of Contract (GCC) -----	46-60
Section V	– Special Condition of Contract (SCC)-----	31-33

## Invitation of Bid (IFB)

Sports Authority of India under Ministry of Youth Affairs and Sports, Govt. of India invites **On-line bids** from eligible bidders, in single stage two bid systems for procurement of following Item for SAI Regional Centre Thiruvananthapuram.

S.NO	Name of Item	EMD
1	Supply of Physiotherapy and Massage Items at SAI Regional Centre Thiruvananthapuram	Rs 1,75,837/-

### SCHEDULE OF BIDDING PROCESS WITH KEY DETAILS

Date of publish of RFP on e-procurement portal of CPP	15.05.2026
Start date and time of downloading of document	15.05.2026
Bid submission start date	18.05.2026
Last Date and Time of uploading/submission of Bids	01.06.2026
Bid Validity	<b>180 Days</b>
Opening of Techno-Commercial Bid (Bid 1)	02.06.2026
Pre Bid Meeting Venue (If Case of any query)- SAI, Regional Centre, administrative block (ground floor), LNCPE Campus, Kariavattom (p.o), Thiruvananthapuram, Kerala- 695581	18.05.2026

<b>Venue of submission of physical submission of Bid Security/Earnest Money Deposit (EMD)</b>	Sports Authority of India, Administrative Block (Ground Floor), LNCPE Campus, Kariavattom (P.O), Thiruvananthapuram, Kerala- 695581
<b>Corrigendum to Tender/ Bid Enquiry Document</b>	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.
<b>Clarification of Tender/Bid Enquiry Document</b>	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 <b>CPP Portal/Email</b> . 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](http://www.eprocure.gov.in) and SAI website <http://sportsauthorityofindia.nic.in> before submission of tender for any corrigendum / addendum/ amendment.

**Director**  
**Sports Authority of India**  
**RC, Thiruvananthapuram**  
**E-mail: saircthiruvananthapuram@gmail.com**

**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](http://www.sportsauthorityofindia.nic.in) and (CPP) Portal of Government of India i.e. [www.cpp.gov.in](http://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 1,75,837/-**. 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.

17.3 The Bid Security shall be furnished in one of the following forms:

- a) Account Payee Demand Draft
- b) Fixed Deposit Receipt
- c) Banker's cheque / Pay Order
- d) Bank Guarantee from any of the commercial banks (as per the format at Section D),
- e) DD in favour of "Principal SAI LNCPE Account No: 57007268936 IFSC No. SBIN0070043 (Branch, SBI Karyavattom)

(Bidder has to upload challan/proof along with Bid in CPP Portal)

17.4 The Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee shall be drawn on any Commercial Bank in India, in favour of "**Principal, SAI LNCPE**"

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

17.6 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.

17.7 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. 44 lakh 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.	Integrity Pact	As per Annexure- A
6.	National Electronic Fund Transfer (NEFT Form) for payment in Indian Rupee.	As per Annexure-I
7.	Undertaking Disclosure of Conflict of Interest	As per Annexure-II
8.	Disclosure of Code of Integrity	As per Annexure-III
9.	Undertaking (on Stamp Paper)	As per Annexure-IV
10.	Declaration as per New GFR Clause, 144 (ix)	As per Annexure-V
11.	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,  
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**

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

\_\_\_\_\_  
\_\_\_\_\_  
[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 **Overall L1** (in BoQ) lowest and who meets the laid down Qualification Criteria in the Bid documents.

## SECTION-III

### SCOPE OF WORK

1. To provide physio and massage items at Sports Authority of India (SAI), Regional Centre, Thiruvananthapuram.
2. To arrange for supply of physio and massage items 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**

**Appendix-A**

**Schedule of Requirement of Physiotherapy and massage Items**

<b>S. No</b>	<b>Item Name</b>	<b>(ml/gm/inches), Preferable Brand</b>	<b>Quantity</b>
1	Elastic adhesive tape (Medical grade/dynaplast)	10cm x 4/6m stretch length (1.Medigrip,2.VPK 3.Vamos)	2000
2	Rigid Tape	5cm x 5cm Tan color,non elastic,100%cotton/polyster ,tightly woven,zinc oxide based adhesive(1.Medigrip 2.VPK 3.Vamos)	1000
3	Dynamic Tape	5M x 5cm , dynamic 4 way stretch,synthetic nylon/lyca,water resistant,latex free (1.Medigrip 2.VPK 3.Vamos)	250
4	Kinesiological Tape	5cm w x 5m L,100%cotton material,Latax free,medical grade glue,bidirectional flexibility,water proof (1.Medigrip 2.VPK 3.Vamos)	1500
5	Micropore Box	Pack of 12 in (1 box) 3M x 1inch,Highly porous,non woven rayon paper,hypoallergenic acrylate,latex free,white (1.Medigrip 2.VPK 3.Vamos)	35 Boxes
6	NON Woven Cohesive Bandage(self adherent)	2.5cm x 4.5 M (1.Medigrip 2.VPK 3.Vamos)	1000
7	NON WovenCohesive Bandage(self adherent)	6 cm x 4.5M (1.Medigrip 2.VPK 3.Vamos)	1800
8	NON WovenCohesive Bandage(self adherent)	10cm x 4.5 M (1.Medigrip 2.VPK 3.Vamos)	1700
9	Adhesive tape	2.5 cm x 5 M (30 pieces in 1 Box),2 way stretch,100elongation,100% cotton, zinc oxide adhesive (1.Medigrip 2.VPK 3.Vamos)	50 Boxes
10	Adhesive tape	5 cm x 5 M (20 pieces in 1 Box) ,2 way stretch,100elongation,100% cotton, zinc oxide adhesive (1.Medigrip 2.VPK 3.Vamos)	40 Boxes
11	Foam Under Wrap	5cm x 10 m (1.Medigrip 2.VPK 3.Vamos)	500
12	Non-Woven Underwrap Adhesive Bandage Cover Stretch Tape	5cm x 5 m (1.Medigrip 2.VPK 3.Vamos)	500
13	Pain Relief Spray 180 gm	180 gm ,(diclofenac diethyl amine lincid oil+methyl salicylate+menthol(1. Volini 2. Omni 3. Moov)	1500
14	Pain Relief Gel 100 gm	100 gm,(diclofenac diethyl amine lincid oil+methyl salicylate+menthol (1. Volini 2. Omni 3. Moov)	1300

15	Elastic crepe bandage	15cm x 4m ,elastic bandage (1.Medigrip 2.VPK 3.Vamos)	1000
16	Elastic crepe bandage	10cm x 4m,elastic bandage (1.Medigrip 2.VPK 3.Vomos)	1500
17	Electral 21.8gm	box of 30,ORS based WHO formula	1500 boxes
18	Cold Spray 300ml	300ml,vapocoolant ,ethyl chloride (1.Physioque freeze 2. Deep Freeze 3.zanskar)	250
19	Band aids	100 of 1 box,anti septic adhesive bandage (1.Medigrip 2.VPK 3.Vomos)	100
20	Betadine ointment	20g	100
21	Betadine liquid	100ml	100
22	Self adhesive wireless Tens electrodes	Square shape 4x2 inches , dura sticks	30 pairs
23	Hot and cold gel pad	10cmx35cm(1.Dyna 2.Visco 3.Cultstore)	650
24	Badam oil ( skin specific)	1ltr (1. Dabur Skin Almond Oil 2.Urban Botanics (Cold Press) 3.Coco Crush (Cold Press))	70 L
25	Massage Wax	800 gm,Lipo soluble honey wax(1.Song Bird 2.PB 25 massage wax 3.wild skin massage wax)	25 nos
26	Pain Relief massage balm	100 gm,balm with menthol turpentine oil,eucalyptus oil (1.Rumalaya Volini 3. Moov)	70 nos
27	Lactate Pro2 analyser Test Strips with Lancets	25 pieces /box	80 box

**Technical Specification of Items**

<b>S. N o</b>	<b>Item Name</b>	<b>ml/gm/inches</b>	<b>Quantity</b>	<b>Specifications</b>	<b>Brand of the item quoted by bidder</b>

## Annexure-A

### INTEGRITY PACT (Format of Integrity Pact)

#### PRE-CONTRACT INTEGRITY PACT

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

And

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

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

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

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

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

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

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

#### **1.0 Commitments of the buyer**

1.1 The Buyer undertakes that no official of the buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all the Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

1.3 All the officials of the buyer will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

### **3.0 Commitments of the Bidder(s)**

3.1 The Bidder(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation/completion of the contract.

3.2 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3 The Bidder(s) shall disclose the name and address of agents and representatives, and Indian Bidder(s) shall disclose their foreign principals or associates.

3.4 The Bidder(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The Bidder(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The Bidder(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the Buyer, or alternatively, if any relative of an officer of the buyer has financial interest/stake in the Bidder(s) firm, the same shall be disclosed by the Bidder at the time of filling of tender.

3.13 The Bidder(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions,

directly or indirectly, with any employee of the Buyer.

3.14 The bidder shall submit the duly signed Integrity Pact in the prescribed format along with the bid documents before the tender opening date and time. Bids received without the signed Integrity Pact shall be treated as non-responsive and are liable to be rejected.

#### **4.0 Previous Transgression**

4.1 The Bidder(s) declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect on any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the tender process.

4.2 The bidder agrees that if I make incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5.0 Earnest Money (Security Deposit)**

5.1 While submitting commercial bid, the bidder shall deposit an amount..... (to be specified in RFP) as Earnest Money/Security Deposit, with the Buyer through any of the following instruments:

- i. Bank Draft or Pay Order in Favour of.....
- ii. A confirmed guarantee by an Indian Nationalized bank, promising payment of guarantee sum to the buyer on demand within three working days without any demur whatsoever and without seeking any reason whatsoever. The demand for payment by the buyer shall be treated as conclusive proof of payment
- iii. Any other mode or through any other instrument (to be specified in the RFP)

5.2 The Earnest Money/Security Deposit shall be valid upto a period of (contract period + 02 month) or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

#### **6.0 Sanctions for Violations**

6.1 Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf shall entitle the buyer to take all or any one of the following actions, wherever required:

- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the buyer and the buyer shall not be required to assign any reason thereof.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- V. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order

to recover the payments, already made by the BUYER, along with interest.

vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

vii. To debar the Bidder from participating in future bidding processes of the Govt. of India for a minimum period of five years, which may be further extended at the discretion of the Buyer.

viii. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.

ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the buyer with the Bidder, the same shall not be opened/operated.

x. Forfeiture of Performance Security in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The buyer will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the buyer to the effect that a breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

## **7.0 Fall Clause:**

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **8.0 Independent Monitors:**

8.1 The Buyer has appointed Independent Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission:

**i. Sh. Janak Digal,**

Plot No. 1B/2, Sector-11, CDA, Markat  
Nagar, Cuttack, Odisha – 753015 M. No.  
09971116084 Email: [janakdigal85@gmail.com](mailto:janakdigal85@gmail.com)

**ii. Sh. P Mallikharjuna Rao, IFOS(Retd) 72,**

Prashasan Nagar, Jubileehills, Hyderabad  
M. No – 9440576170  
Email: [pmkrao72@gmail.com](mailto:pmkrao72@gmail.com)

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions

neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the authority designated by the Buyer.

8.6 The Bidder(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Buyer including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Subcontractor(s) with confidentiality.

8.7 The Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated authority of the Buyer/Secretary in the Department within 8 to 10 weeks from the date of reference or intimation to him by the Buyer/Bidder and should the occasion arise, submit proposals for correcting problematic situations.

9.0 Facilitation of Investigation 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, including warranty period, whichever is later. In case BIDDERS is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

10.0 Law and Place of Jurisdiction:

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

11.0 Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings. 12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

12.0 Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, including warranty period, whichever is later. In case BIDDERS is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

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

(Buyer) (Office Seal) Place :..... Date:.....	(Bidder) (Office Seal) Place :..... Date:.....
Witness 1: ....., (Name & Address)	Witness 1: ....., (Name & Address)

**PART-3**

**CONTRACT**

## SECTION - VII

# GENERAL CONDITIONS OF CONTRACT (GCC)

### 1. DEFINITION OF RATE CONTRACT:

Rate Contract is an agreement between the purchaser and the supplier for supply of specified goods at specified price and terms & conditions during the period covered by the Rate Contract. No quantity is mentioned nor is minimum drawl guaranteed in the Rate Contract. The Rate Contract is in the nature of a standing offer from the supplier firm. The firm and /or the purchaser are entitled to withdraw/cancel the Rate Contract by serving an appropriate notice on each other. However once a supply order is placed on the supplier for supply of definite quantity in terms of the rate contract during the validity period of rate contract, that Supply Order becomes a valid and binding contract between the Purchaser and supplier (R/C holding firm).

### 2. APPLICATION:

This Rate Contract and Supply Orders placed against the Rate Contract shall be governed by the General Conditions of contract. This Rate Contract shall be operated by the all indenters of SAI.

No new documents will be entertained after the bid closing date.

### 3. Notification for Award of Rate Contract

- 3.1 Before expiry of the Bid validity period, the purchaser will notify the successful Bidder(s) in writing, by registered/speed post or by fax/ email/e-portal to be confirmed by registered / speed post that it's Bid for goods, which have been selected by the purchaser, has been accepted, for award of Rate Contract.

The successful Bidder shall furnish to the purchaser the required Performance Security within 10 days from the date of issue of Notification for Award of Rate Contract, failing which the bid security will be forfeited and the Notification for Award of Rate Contract may be cancelled. Relevant details about the Performance Security have been provided under GCC under Section VII.

- 3.2 The successful Bidder shall return the original copy of the Rate Contract, duly stamped on 100 Rs. Stamp paper, signed and dated, to the purchaser by registered/speed post within 10 days from the date of issue of the Rate Contract.

### 4. PERFORMANCE SECURITY:

- 4.1 Within 10 days from date of the issue of Notification of Award of Rate Contract by the purchaser, the Rate Contract holding firm, shall furnish performance security to the purchaser for an amount of 3% of estimated value towards due performance of the supply orders to be placed against the Rate Contract by the Indenters. Initially the Bank

Guarantee shall be provided by the Rate Contract holding firm valid for a period of 18 months from the date of award of Rate Contract. However, the Performance guarantee is required to remain valid for a period of 60 days beyond the date of completion of all contractual obligations, including warranty obligations against supply orders placed against the Rate Contract. The purchaser will release the Performance Security after getting No Demand Certificate (NDC) from all the Indentors/consignees concerned, without any interest to the Rate Contract holder.

4.2 The Performance security shall be denominated in Indian Rupees in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in Section VIII (B) of this document in favour of the Principal SAI LNCPE Thiruvananthapuram

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

Failure of the successful Bidder in providing Performance Security and / or returning Rate Contract copy duly signed in terms of ITB clauses 21 and 22 above shall make the Bidder liable for forfeiture of its bid security and, also, for further administrative actions by the purchaser as deemed fit.

Bid security will be refunded to the successful bidder on receipt of Performance security.

**6. PERIOD OF RATE CONTRACT:**

The period of Rate Contract shall be 12 months from the date of its conclusion. The purchaser reserves the right to renew/extend the Rate Contract with the supplier at expiry of Rate Contract at the same rates & terms and conditions subject to satisfactory performance and mutual agreement, for a further period up to 12 months after expiry of Rate Contract. In that case performance security bank guarantee shall have to be extended suitably.

**7. PLACEMENT OF SUPPLY ORDER:**

7.1 The Rate Contract shall remain in force for the period as indicated above. A supply order may be placed by the authorized Indentors up to the last date of the currency of the rate contract. Delivery date in the supply order need not necessarily fall within the currency of the rate contract but it can go beyond it depending upon the terms of delivery stipulated in the rate contract. No extension of validity period of the rate contract itself is required when deliveries against outstanding supply orders continue even after expiry of the validity period. The rate contract will remain alive for the purpose of delivery for all the stores ordered during the currency of the rate contract until deliveries have been completed.

- 7.2 While placing supply order, Indenter will indicate delivery period keeping in view his requirement and delivery period quoted by the Rate Contract holding firm. Rate Contract holding firm while acknowledging the supply order shall confirm the delivery date by which the stores will be supplied, depending upon the delivery period/rate of supply (Qty) offered per month and pendency of supplies against orders earlier received by him. In case the delivery date confirmed by the Rate Contract holding firm is not acceptable, the Indenter shall be at liberty to withdraw the supply order and place the same on other R/C holding firm.
- 7.3 The Purchaser shall place Supply Order in the prescribed format as given in Annexure-II, with a clear understanding that the expenditure involved in procuring the stores (Including cost of stores, duties and taxes, freight, and other incidentals if any) has received the sanction of the Competent Financial Authority and that the funds are available under proper Head of Accounts in the year in which the total cost will be paid.
- 7.4 All the supply orders would be considered as separate contracts between the Purchaser and the Supplier (Rate Contract holding firm) as per terms and conditions given in the Rate Contract.  
The responsibility for placing Supply Orders against the R/C, making payment to the supplier (after deducting liquidated damages or without liquidated damages as the case may be), legal issues, legal disputes, resolution of disputes and other liabilities shall rest with the respective Purchase Officer who place the supply order against the RC.
- 7.5 In case of special/emergent circumstances, purchaser may resort to purchase the same items from other sources also, without intimating the Rate Contract holding firms.
- 8. ACKNOWLEDGEMENT OF THE SUPPLY ORDER AND DELIVERY:**
- 8.1 The Contractor should accept the Supply order within 10 days of its receipt. In case contractor fails to give such intimation within 10 days it shall be presumed that the contractor has accepted the Supply order.
- 8.2 In case of any deficiency with regard to the Rate, specification, taxes, duties and delivery period etc., given in the supply order the Contractor shall bring it to the notice of officer placing the supply order, within 10 days of the receipt of supply order, for due rectification. The effective date of supply order shall be the date when all clarifications have been received by the contractor and delivery period shall commence accordingly.

**9. Receipt of Stores & Notification of Shortages and Damage:**

The Consignee is responsible for verifying at the time of taking delivery from the Carrier / Supplier that the stores have been received in full and good condition without loss or damages. If there are any deficiencies, the same should be endorsed in the inspection and acceptance certificate for effecting appropriate recoveries while making payment by the paying authority/officer.

**10. Consignees Right of Rejection:**

Notwithstanding the fact that the stores have been inspected and accepted by the consignee upon receipt, it shall be lawful for the consignee to reject the store or any part thereof within 30 days from the date of acceptance of the store by the consignee, if such stores or any part thereof is not in all respects in conformity with the terms & conditions of the rate contract.

**11. TERMS OF DELIVERY:**

Goods shall be delivered by the supplier in accordance with the terms of delivery of Rate Contract i.e. free delivery at consignee's premises within the main land. The order will be supplied by the rate contractor with in 10 days.

**12. PRICES: The Discount shall remain firm and fixed during the currency of Rate Contract.**

**13. TAXES, DUTIES & OCTROI:**

13.1 Supplier shall be entirely responsible for all taxes, duties, levies etc. incurred until delivery of the contracted goods to the purchaser. Only statutory variations on ST/VAT/GST (if applicable) shall be reimbursed to the extent of actual payment by the Supplier.

**14. TERMS AND MODE OF PAYMENT:**

14.1 (a) Payment Terms

100% Payment shall be made after inspection and acceptance of the stores by the consignee, subject to recoveries, if any, by way of liquidated damages or any other charges, recovery towards shortages, breakages etc. as per terms & conditions of contract, against the following documents :

- (i) Inspection & Acceptance certificate issued by consignee as per Performa in section VIII of this Bid document.
- (ii) Supplier's invoice showing contract number, goods description, quantity, unit price and total amount.

Consignee shall be responsible for issuance of Inspection & Acceptance Certificate immediately upon receipt of stores, and

Indentor/order placing authority shall be responsible for making payment within 30 days after receipt of stores/goods by the consignee

(b) Paying Authority/officer:-

The payment of items supplied will be made by the Paying officer of concerned purchaser placing the supply order and expenditure is to be booked against his accounts.

**15. Remedies available to Purchaser for delay in supply / Non-Supply for which supplier is responsible**

The supplier shall deliver the goods and perform the services under the contract within the time schedule mutually agreed between purchaser and supplier and specified by the purchaser as incorporated in the contract.

In case of delay in supply/non-supply, the purchaser has the following options depending upon the circumstances of the case:-

- i. To extend the delivery period imposing liquidated damages and other denial clauses.
- ii. To withdraw the supply order after expiry of the stipulated delivery period and cover the demand against any other parallel Rate Contract holding firm and
- iii. **To apprise SAI HO about the non-materialization of supplies against the order placed, so as to forfeit the performance security to the extent of 10 %( including taxes etc.) of the value of supply order, from the Performance Security submitted by the Rate Contract holding firm, and also to record bad performance of the firm to be kept in view while awarding the next Rate Contract.**

**16 EXTENSION OF DELIVERY PERIOD**

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.

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

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

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

17. REVOCATION/CANCELLATION OF RATE CONTRACT:

Since, the rate contract is a standing offer and is merely a document embodying various terms of the standing offer made by the contractor for acceptance by the purchaser, either party namely, the R/C holder/ the Purchaser can legally revoke/cancel the Rate Contract at any time during the currency of the Rate Contract giving a notice of 30 days. The revocation of the Rate Contract on the part of the R/C holder shall take effect 30 days from the date of the communication of revocation is received by the Purchaser. The cancellation of the rate contract by the Purchaser shall take effect 30 days from the date of issue of letter notifying the short -closure.

**18** Force Majeure

- 18.1 Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non - performance or delay in performance. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.
- 18.2 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.
- 18.3 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.
- 18.4 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.
19. Withholding and lien in respect of sums claimed.

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Purchaser shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, the Purchaser 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 anytime thereafter may become payable to the Contractor under the same contract or any

other contract with the Purchaser or the Government, pending finalization or adjudication of any such claim and that The Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

20. Award of rate contract does not confer any right on the rate contract holding firm for automatic placement of order from the indenter.
21. Award of rate contract also does not confer any right to rate contract holding firm to use name of SAI/ logo on their letter head, calendars, diary's etc. and declare themselves as official suppliers of SAI.
22. Performance of rate contract holding firm shall be taken into consideration while awarding next rate contract.
23. Patent Right:

The supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design right arising from use of the Goods or any part thereof in India. In the event of any claim asserted by a third party or infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser 'country, the supplier shall act expeditiously to extinguish such claim. The purchaser shall not be held responsible for any kind of liability what so ever.

24. Resolution of disputes

- 24.1 If dispute or difference of any kind shall arise between the purchaser and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

- 24.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/ Consignee and Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration. In case of supply orders placed by SAI & Ministry of Youth Affairs & Sports New Delhi Indentors the Sole Arbitrator would be appointed by the Director General (Sports Authority of India). The venue of Arbitration would be decided by the DG, SAI. The award of the arbitrator will be final and binding on the parties to the Contract.

25. Jurisdiction

All question, disputes or differences arising under or out of or in connection with the contract, if concluded, shall be subject to the exclusive jurisdiction of the court within the local limits of whose jurisdiction the place from which the Supply Order has been issued.

**26. Increase/Decrease of the Qty**

The quantity indicated is tentative and may increase or decrease as per actual requirement.

**27. Applicable Law**

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

**SECTION – VIII**

**(A) 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:

<b>Schedule No.</b>	<b>Brief description of goods</b>	<b>Accounting unit</b>	<b>Unit Price</b>	<b>Terms of delivery</b>

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 – IX**

**(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 – XI**

**(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