

**DIRECTORATE OF SPORTS AND YOUTH AFFAIRS
GOVERNMENT OF MEGHALAYA
JAWAHARLAL NEHRU STADIUM COMPLEX,
POLOGROUND SHILLONG-793001**

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Tender Reference: No.DSYA/KHELOINDIA.3/Procurement/2022/61

**BIDDING DOCUMENT
FOR
Procurement Of Sports Kit
(Sports Specific viz. Archery, Athletics & Boxing)
for KISCE, Meghalaya**

Receipt of Bids:	The bids from the bidder should be in English and should consist of the documents stated below in Clause 6.1 and are to be submitted in password protected compressed folders at megkisce.rfp.equip3@gmail.com
Closing date & time for receipt of Bid	24.01.2023 at 3 p.m.
Place of receipt of Bid Security	Directorate of Sports & Youth Affairs J.N. Sports Complex, Polo Ground-793001
Time and date of opening of Bid	25.01.2023 at 11.00A.M.

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SECTION-I

**DIRECTORATE OF SPORTS AND YOUTH AFFAIRS
GOVERNMENT OF MEGHALAYA
JAWAHARLAL NEHRU STADIUM COMPLEX,
POLOGROUND SHILLONG-793001**

Website: <http://megsports.gov.in/>
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Bid Reference:

INVITATION FOR BID (IFB)

1. Directorate of Sports & Youth Affairs, Government of Meghalaya, invites sealed Bid for supply of following Goods:

S. No.	Name of Equipment/Items	Amount of Bid Security/EMD in ₹
1.	Sports Kit	18,000/-

2. The sealed bid along with Bid Security may be submitted to Directorate of Sports & Youth Affairs J.N. Sports Complex, Polo Ground-793001 **on or before 24.01.2023**.
3. The Bid will be opened on 25.01.2023 at **Directorate of Sports & Youth Affairs J.N. Sports Complex, Polo Ground, Shillong-793001.**
4. In the event of any of the above mentioned dates being declared as a holiday / closed day for the purchase organisation, the Bids will be sold/received/opened on the next working day at the appointed time.
5. The Bidding Documents are not transferable.

Directorate of Sports & Youth Affairs
J.N. Sports Complex, Polo Ground-
793001

SECTION - II
INSTRUCTIONS TO BIDDERS (ITB)
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SECTION – II INSTRUCTIONS TO BIDDER (ITB)

A. PREAMBLE

1. Introduction

- 1.1 The Purchaser has issued these Bidding Documents for purchase of goods and related services as mentioned in Section – V – “Schedule of Requirements”, which also indicates, *inter alia*, the required delivery schedule, terms and place of delivery.
- 1.2 This section (Section II - “Instruction to Bidder”) provides the relevant information as well as instructions to assist the prospective Bidder in preparation and submission of Bids. It also includes the mode and procedure to be adopted by the Purchaser for receipt and opening as well as scrutiny and evaluation of Bid and subsequent placement of contract.
- 1.3 Before formulating the Bid and submitting the same to the purchaser, the Bidder should read and examine all the terms, conditions, instructions etc. contained in the Bidding Documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Bidding Documents may result in rejection of its Bid.

2. Language of Bid

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

B. BIDDING DOCUMENTS

3. Content of Bidding Documents

- 3.1 In addition to Section I – “Invitation for Bid” (IFB), the Bidding Documents include:
 - Section II – Instructions to Bidders (ITB)
 - Section III – Bidding Form
 - Section IV – Price Schedule
 - Section V – Schedule of Requirements (SOR)
 - Section VI – Technical Specifications
 - Section VII – General Conditions of Contract (GCC)
 - Section VIII – Contract Forms

4. Amendments to Bidding Documents

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

5. Clarification of Bidding Documents

- 5.1 A Bidder requiring any clarification or elucidation on any issue of the Bidding Documents may take up the same with the Purchaser in writing. Any clarification shall be placed on the website of the Purchaser. The tender in conjunction with the clarifications issued will be the final Tender Document.

C. PREPARATION OF BIDS

6 General instructions

1. Documents Comprising the Bid

The Offer should be submitted in 2 (two) bid pattern, i.e.

(i) Technical bid and

(ii) Financial bid

And both the bids are to be placed in two separate folders which are to be compressed and protected with separate passwords (clearly labeled 'Technical Bid' and 'Financial Bid') which in turn should be placed in one single compressed folder with a third independent password. The master folder should be named ***“Tenders for Procurement Of Sports Kit for Khelo India State Center of Excellence, Meghalaya”***

The bids of vendors whose technical bid and financial bid are not placed in separate compressed protected or if they quote the rates in the Financial Bid, then such tender shall be rejected forthwith. The Financial Bid of only those vendors shall be opened whose Technical bid (inclusive of profile of applicant) are found eligible. The Financial Bid of the disqualified bidders after assessing Technical bid shall be returned, unopened. The tender without earnest money will be disqualified. The Demand Draft submitted by unsuccessful bidders will be returned within **7 (Seven)** working days of opening the tender. If the successful bidder refuses to provide the services/goods as per the tender conditions, then the earnest money deposit will be forfeited. The earnest money deposit of the successful vendor will be returned after one month from the date of providing the items.

2. It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all required documents in addition to above, if any.
3. The authorized signatory of the Bidder must sign the Bid duly stamped at appropriate places and initial all the remaining pages of the Bid.
4. A Bidder, who does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

7 The Technical Bid submitted by the bidder shall include the following:

- (a) Supply of Sports equipment: (1) The Equipment provided must be according to the technical specifications of quoted goods along with relevant documents like Technical Data, Literature, Corrigendum Drawing etc. and clause-by-clause commentary on the technical (2) specifications the Bid Document (Section-VI) vis-a-vis of quoted goods, clearly stating compliance or any variation.
- (b) The Tenderer must provide all items of reputed manufacturer make and model. The tenderer must provide items from the OEM or should be a licensed seller. Necessary documents including the license or certificate must be enclosed to support the same. Bidder/ Agent who quotes for goods manufactured by other manufacturer shall furnish scanned copy of Manufacturer's Authorization Form from manufacturer/authorized

distributor of quoted goods, as per Section IV (D) (copy of authorization to be enclosed).

- (c) Balance Sheet: The vendor must submit a scanned copy Profile of his Organization and other details in the format given as per Annexure – A. Also Copy of the statement of accounts viz. balance sheet, Profit and Loss Account, audited if applicable for the last 3 financial years
- (d) Income Tax: Scanned copies of Income tax return particulars of the bidder for the last 3 financial years (Un-audited accounts for 2020-21 may be submitted) is to be submitted highlighting financial standing and turnover of the service provider).
- (e) A copy of Contractor License issued by the Government of Meghalaya, copy of Valid Trading License, in the case of Non-Tribal tenderer, issued from the concerned Autonomous District Council (*which is in strict compliance to Hon'ble Gauhati High Court, Shillong Bench Order Dated 12.02.2002*), PAN Card, TAN registration and GST Registration.
- (f) Scanned copy of 'Performance Statement' as per Form in Section III.
- (g) Full particulars of Govt. or other organizations, where the Service Provider has provided the relevant goods (Self-attested copies of the relevant work orders are to be enclosed).
- (h) Scanned copy of Bid Security, Bid Security furnished in accordance with ITB clause 11.
- (i) Scanned copy of Certificate/Undertaking indicating that the rates quoted for supply of said Items/Items by the firm are not higher than the rate of the item supplied by the firm in any other Government Organization/Institutions/PSU etc.
- (j) The bidder should not have been black-listed by Central/ State Governments/ PSUs at any point of time. There should not be any criminal proceedings/conviction against the bidder at any point of time any other information considered necessary but not included above such as case pending against the bidder in any court in India.
- (k) Scanned copy of National Electronic Fund transfer (NEFT) Form as per Section IV (E) for payment in Indian Rupee, if applicable.
- (l) Price Schedule(s) as per Form in Section-IV (B) filled up with all the details including Make, Model etc., of the goods offered.

8. The Financial Bid should ensure the following details:

8.1 Bid Currencies -The Bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees.

8.2 Bid Prices

1 The Bidder shall indicate on the Price Schedule provided under Section IV (B) all the specified components of prices shown therein. The price should be quoted in both figures and in words, and wherever there is a discrepancy, the price quoted in words shall prevail.

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

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

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

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

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

Column 5(b): Any duties including excise duty, which will be payable on the goods in India if the contract is awarded;

Column 5(c): Any Sales Tax or other taxes, which will be payable on the goods in India if the contract is awarded;

Column 5(d): Charges towards Packing & Forwarding,

Column 5(e): Inland Transportation, Insurance, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the Schedule of Requirements and Price Schedule;

4.2 For goods offered from abroad, the prices under Column 5 in the corresponding Price Schedule shall be entered separately in the following manner:

Column 5(a): The price of goods quoted FOB/FCA at port/airport of loading as indicated in the Schedule of Requirements.

Column 5(b): The price of goods quoted CIP at port/airport of entry in India as indicated in the Schedule of Requirements and Price Schedule;

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

Column 5(d): The charges for Custom clearance and handling

Column 5(e): The charges for Loading/Unloading, Inland transportation, Insurance and other local costs, Incidental cost to delivery of the goods from the port of entry in India to Purchaser Site, as specified in the Schedule of Requirements and Price Schedule;

Column 5(f): The price of goods quoted DDP (Delivery Duty Paid) at Purchaser site in India as indicated in the Schedule of Requirements, Price Schedule and Purchaser List as per INCOTERMS® 2010, however Customs Duty Exemption Certificate (CDEC) for imported sports goods/equipment as per Performa Invoice submitted in the tender will be provided by Sports Authority of India as per Govt. Of India Notification No. 146/94-Customs dated 13.07.1994 read with Notification No. 5/2010-Customs dated 19.01.2010, amended from time to time.

5 Additional information and instruction on Duties and Taxes

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

8.2.1 Local Duties & Taxes

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

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

8.2.2 Customs Duty

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

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

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

9. Firm Price

- 9.1 The prices quoted by the Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.
- 9.2 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in ITB Clause 8 will apply.

10. Documents Establishing Bidder's Eligibility and Qualifications

- 10.1 Pursuant to ITB clause 6, the Bidder shall furnish, as part of its Bid, relevant details and documents establishing its qualifications to perform the contract if its Bid is accepted.
- 10.2 The documentary evidence needed to establish the Bidder's qualifications shall fulfill the following requirements:
- a) In case the Bidder offers to supply goods, which are manufactured by some other firm, the Bidder has been duly authorized by the goods manufacturer to quote for and supply the goods to the purchaser. The Bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section IV-A in this document.
 - b) The Bidder and manufacturer meets the qualification criteria incorporated in the Section III.

11. Bid Security

- 11.1 The Bidder shall furnish along with its Bid, Bid Security for amount as shown in the IFB in Section I. The Bid Security is required to protect the Purchaser against the risk of the Bidder's unwarranted conduct as amplified under sub-clause 11.7 below.
- 11.2 In case as per Notification of Government of India if 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.
- 11.3 The Bid Security shall be furnished in one of the following forms:
- i) Account Payee Demand Draft
 - ii) Banker's cheque
 - iii) FDR
- 11.4 The Demand Draft, Fixed Deposit Receipt or Banker's Cheque shall be drawn on any Commercial Bank in India or country of the Bidder, in favor of the **"Khelo India State Center Of Excellence, Meghalaya, Shillong – 793001"**
- 11.5 The Bid Security shall be valid for a period of thirty (30) days beyond the validity period of the Bid. As validity period of Bid as per Clause 12 of ITB is 30 days, the Bid Security shall be valid for 60 days from Techno – Commercial Bid opening date.
- 11.6 Unsuccessful Bidders' Bid Security will be returned to them without any interest, after expiry of the Bid validity period, but not later than forty-five days after conclusion of the resultant contract. Successful Bidder's Bid security will be returned without any interest, after receipt of performance security from that Bidder.
- 11.7 Bid Security of a Bidder will be forfeited, if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid in any respect within the period of validity of its Bid without prejudice to other rights of the purchaser. The successful Bidder's Bid Security will

be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

11.8 Bid not accompanied with Bid Security shall not be accepted and rejected.

Other instructions:

Modifications and Withdrawal of Bids:

- (a) No modification or substitution of the submitted application shall be allowed.
- (b) An applicant may withdraw its Tender after submission, provided that written notice of the withdrawal is received by the Purchaser before the due date for submission of applications.
- (c) The withdrawal notice shall be prepared in original only and each page of the notice shall be signed and stamped by authorized signatories. The copy of the notice shall be duly marked as “WITHDRAWAL”.

12. Bid Validity (shorten period for submission of bids)

12.1 The Bid shall remain valid for acceptance for a period of 30 days (thirty days) after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected.

12.2 In exceptional cases, the Bidders may be requested by the Purchaser to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid and they are also to extend the validity period of the Bid Security accordingly. A Bidder, however, may not agree to extend its Bid validity without forfeiting its Bid Security.

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

13. Signing and Sealing of Bid

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

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

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

D. SUBMISSION OF BIDS

14. Submission of Bid

14.1 The bids from the bidder should be in English and should consist of the documents stated below in Clause 6 and are to be submitted Directorate of Sports & Youth Affairs J.N. Sports Complex, Polo Ground-793001

15. Late submission of the Bid will be summarily rejected.

E. BID OPENING

16. Opening of Bids

- 16.1 Authorized representatives of the Bidder, who has submitted Bid on time, may attend the Bid opening provided they bring with them letters of authority from the corresponding Bidder.
- 16.2 The purchaser or a committee appointed by the purchaser will open in the **Directorate of Sports & Youth Affairs**, all Technical Bids in the first instance on the appointed date, time and venue as indicated in the IFB in Section-I.
- 16.3 In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for the purchaser, the Bid will be opened at the appointed time and place on the next working day.
- 16.4 The Financial Bid of only those Service Providers shall be opened whose technical bid are found eligible.

F. SCRUTINY AND EVALUATION OF BIDS

17. Preliminary Scrutiny of Bid

- 17.1 The Purchaser or a committee appointed by the purchaser will examine the Bid to determine whether the same is complete, whether the documents have been properly signed, stamped and whether the Bid is generally in order.
- 17.2 In the first instance, the Purchaser will evaluate the Technical Bid. Only those who qualify the Technical bid, their Financial bid will be considered. Those who do not qualify the Technical Bid, their financial bid will remain unopened. The reasons for rejection of the Technical Bid will be communicated to the Bidder.

18. Evaluation for total requirement

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

The vendor who has qualified the technical bid criteria and submits the lowest rate shall be awarded the rate contract.

G. AWARD OF CONTRACT

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

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

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

At the time of awarding the contract or during the currency of the Contract, the Purchaser reserves the right to increase or decrease by up to twenty-five (25) per cent, the quantity of

goods and services mentioned in the schedule (s) in the “Schedule of Requirements” (rounded off to next whole number) without any change in the unit and other terms & conditions quoted by the Bidder.

21. Notification of Award

- 21.1 PLACEMENT OF SUPPLY ORDER on need basis: The Contract shall remain in force for the period of 3 (three) months. A supply order may be placed by the Purchaser up to the last date of the currency of the contract. Delivery date in the supply order need not necessarily fall within the currency of the contract but it can go beyond it depending upon the terms of delivery stipulated in the contract. No extension of validity period of the contract itself is required when deliveries against outstanding supply orders continue even after expiry of the validity period. The contract will remain alive for the purpose of delivery for all the stores ordered during the currency of the contract until deliveries have been completed.
- 21.2 The bidder whose bid has been accepted will be notified of the award by the Purchaser prior to the expiry of the bid validity period. Before expiry of the bid validity period, the Purchaser will notify the successful bidder in writing, by speed post or email that its bid for items, which have been selected by the Purchaser, has been accepted; also briefly indicating there-in, that the essential details like description, quantity of the items, and delivery period, and prices have been accepted. The successful bidder must furnish to the Purchaser the required Performance Security within 30 days from the date of dispatch of this notification. **Directorate of Sports & Youth Affairs, Government of Meghalaya reserves the right to impose penalty @ 0.05% of contract value per day for further period of 07 days, failing which the Bid Security will be forfeited and the award will be cancelled.** Relevant details about the Performance Security have been provided under GCC Clause 3 under Section VII.
- 21.3 The Notification of Award shall constitute the conclusion of the Contract.

22. Issue of Contract

- 22.1 Promptly after Notification of award, the Purchaser will mail the Contract Agreement as per Section VIII (A), duly completed and signed, in duplicate, to the successful Bidder by registered / speed post.
- 22.2 The successful Bidder shall return the original copy of the contract, duly signed and dated, to the Purchaser by registered/speed post within five days from the date of issue of the contract.
- 22.3 The Purchaser reserves the right to issue the Notification of Award Purchaser wise and schedule wise.

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

Failure of the successful Bidder in providing Performance Security and / or returning contract copy duly signed in terms of ITB clauses 23 and 24 shall make the Bidder liable for forfeiture of its bid security and, also, for further actions by the Purchaser against it as per the clause 17 of GCC – Termination of default in Section - VII.

24. Corrupt or Fraudulent Practices

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

- (n) 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;
- (o) will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by the Purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or in executing the contract.
- (p) The Purchaser reserves the right not to conclude Contract and in case Contract has been issued, terminate the same, if, found to be obtained by any misrepresentation, concealment and suppression of material facts by the Bidder. In addition, Bid Security/Performance Security (as the case may be) deposited by the Bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment & suppression of material facts shall be initiated.

SECTION– III

(a) QUALIFICATION CRITERIA

The Bidder must be a manufacturer or its authorized distributors/agents. The bidder must satisfy the following eligibility criteria:-

Sl No	Criteria	Documentary Evidence required
1.	The bidder must be a company/firm/sole proprietor registered in Meghalaya from last 5 years as on the bid submission date.	Enclose copy of certificate of incorporation/registration issued by relevant authority in India.
2.	Bidder must have annual average turnover of ₹ 8 lakhs - ₹ 15 lakhs in last three financial years.	Statutory Auditor's Certificate that provides the information explicitly as per the criteria. Statutory Auditor's Certificate is mandatory. Providing Balance Sheet or Financial Statements is not sufficient for this requirement
3.	The manufacturer/bidder should have successfully completed contracts of having supplied equipment of value totaling more than ₹ 8 lakhs - ₹ 15 lakhs year during the last 2 years.	
4	Enclose blacklisting declaration in the format given in Section IV (J)	
5	The bidder should have a valid GST No. or should have registered under GST.	Enclose copy of GST registration certificate.
6	In case bidder is not a manufacturer of equipment then the bidder should be an authorised agent/distributor of the manufacturer and the business of supplying sports equipment for more than one year	

(b) PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last three years)

Bid Reference No. : _____
Date of opening : _____
Name and address of the bidder : _____
Name and address of the manufacturer : _____

Order placed by (full address of Purchaser)	Order number and date	Description and quantity of ordered goods	Value of order (₹)	Date of completion of supply/Contract		Remarks indicating reasons for delay if any	Have the goods been functioning satisfactorily (Attach documentary proof)**
				As per Contract	Actual		
1	2	3	4	5	6	7	8

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

Signature and seal of the Bidder

** The documentary proof will be certificate from the consignee/end user with cross-reference of order no. and date in the certificate along with a notarized certification authenticating the correctness of the information furnished.

“Original Equipment Manufacturer’s”

SECTION - IV

(A) BID SUBMISSION FORM

Date _____

To

Director,
Sports & Youth Affairs,
Government of Meghalaya
J.N.Sports Complex, Polo Ground
Shillong- 793001

Ref.: Your Bidding Document No. _____ dated _____

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

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

We agree to keep our Bid valid for acceptance for 90 days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

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

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

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

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

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

[Signature with date, name and designation]

Duly authorised to sign Bid for and on behalf of Messrs_____

[Name & address of the manufacturers]

SECTION – IV

(B) PRICE SCHEDULE

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

1	2	3	4	5						6
Schedule	Brief Description of Goods	Quantity (Nos)	Country of Origin	Price per unit (Rs.)						Total Price on Free Delivery at Consignees site.** (₹) 3 x 5(f)
				Shillong						
				Ex - factory/ Ex - warehouse /Ex-showroom /Off - the shelf	Excise Duty (if any) [%age & value]	GST (if any) [%age & value]	Packing and Forwarding charges	Inland Transportation , Insurance loading/ unloading and Incidental costs till Purchaser's site	Price on Free delivery at Consignee site	
(a)	(b)	(c)	(d)	(e)	(f) =a+b+c +d+e					

Total Bid price in Rupees:

In words:

The above prices quoted are for supply, with warranty period of 2 (two) years from the date of acceptance by Purchaser.

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

Place: _____
Date: _____

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

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

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

SECTION – IV

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

1	2	3	4	5					6	
Schedule	Brief Description of Goods	Quantity (Nos)	Country of Origin	Price per unit (Currency)					Total price on DDP* at Consignee's site 3X 5 (f)	
				FOB /FCA price at port/ airport of Loading	CIP price at port/ airport of entry	IGS T	Customs Clearance & Handling *	Loading/ Unloading, Inland transportation, inland Insurance and Incidental costs till Purchaser's site**		Unit Price on DDP* at Consignee's site
				(a)	(b)	(c)	(d)	(e)	(f) =a+b+c+d+e	

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

** To be paid in Indian Currency (₹.)

Total Bid price in foreign currency: _____ In words:

The above prices quoted are for supply of equipment with warranty period of 2 (two) years from the date of acceptance by Purchaser.

Delivery Period: _____ (Insert earliest delivery period) from the date of opening of L/C as per Contract. The Delivery Period shall be essence of Contract.

Indian Agent Name & Address (if any):

Indian Agency Commission - ___% of FOB (included in above quoted prices) PAN No. of Indian Agent:

Place: _____

Date: _____

Signature of Bidder _____

Name & Designation _____

Business Address _____

Seal of the Bidder _____

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

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

SECTION –IV
(C) MANUFACTURER’S AUTHORISATION FORM

To

Director,
Sports & Youth Affairs,
Government of Meghalaya
J.N.SportsComplex,Polo Ground
Shilllong- 793001

Dear Sirs,

Ref. Your Bidding Reference No _____, dated _____

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

We also hereby extend our full warranty of Two year from acceptance of goods by Purchaser as per Clause 11 of General Conditions of Contract.

Yours faithfully,

[*Signature with date, name and designation*]

for and on behalf of Messrs _____

[*Name & address of the manufacturers*]

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

2. Original letter may be enclosed.

SECTION – IV
(D) NEFT MANDATE FORM

From: M/s.

Date:

To,
Director,
Sports & Youth Affairs,
Government of Meghalaya
J.N. Sports Complex, Polo Ground
Shillong- 793001

Sub: NEFT PAYMENTS

We refer to the NEFT being set up by Director, Directorate of Sports & Youth Affairs, Government of Meghalaya. 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 MANDATE FORM

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

[Signature with date, name and designation]

For and on behalf of Messrs _____

[Name & address of the manufacturers]

Confirmed by Bank

Enclosed a copy of Crossed Cheque

PART-2
SUPPLY REQUIREMENTS
SECTION – V

Schedule of Requirements

<i>Sr. No</i>	<i>Equipment</i>	<i>Specification</i>	<i>Quantity</i>
1.	Track Suits	1. Polyester and Elastane 2. advanced micro cloth technology for sweat absorption with ultra-stretch, which helps you to improvement in athlete's game and enhanced performance.	90 pieces
2.	Half-pants	-do-	90 pieces
3.	Training Shoes	Game specific (viz. Archery, Athletics, Boxing)	90 pairs
4.	T-Shirts	1. Polyester and Elastane 2. Super soft, smooth and stretchable fabric with ventilation holes in the key area for better airflow system.	180 pieces
5.	Game Dress	Game specific (viz. Archery, Athletics, Boxing)	90 sets
6.	Socks/Stockings	Game specific (viz. Archery, Athletics, Boxing)	180 pairs
7.	Kit Bag	Made with premium material, strong wheels, and strong sheet for a heavyweight, Can carry a Team's kits. Foam padded walls for safety, chiller pocket, a ventilator to flow in the air	90 pieces

Part II: Required Delivery Schedule:

a) For goods available in India.

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

b) For goods to be imported from abroad with terms of delivery of DDP.

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

Part III : Required Terms of Delivery.

a) For domestic goods or goods of foreign origin located in India

Free Delivery at Consignee Site.

b) For goods to be imported from abroad

The foreign Bidders are required to quote their rates on DDP at Consignee site basis as per Incoterms ® 2010 giving breakup of the price as per the Proforma prescribed in the Price Schedule in section IV. However Customs Duty Exemption Certificate (CDEC) for imported

sports goods/equipments as per Performa Invoice submitted in the tender will be provided by Directorate of Sports & Youth Affairs, Government of Meghalaya as per Govt. Of India Notification No. 146/94-Customs dated 13.07.1994 read with Notification No. 5/2010-Customs dated 19.01.2010, amended from time to time.

Part-IV: Consignee Details:

Shillong	Director, Sports & Youth Affairs, Government of Meghalaya J.N. Sports Complex, Polo Ground Shillong- 793001 megkisce.rfp.equip1@gmail.com
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Section - VI

TECHNICAL SPECIFICATIONS

<i>Sr. No</i>	<i>Equipment</i>	<i>Specification</i>	<i>Quantity</i>
1.	Track Suits	1. Polyester and Elastane 2. advanced micro cloth technology for sweat absorption with ultra-stretch, which helps you to improvement in athlete's game and enhanced performance.	90 pieces
2.	Half-pants	-do-	90 pieces
3.	Training Shoes	Game specific (viz. Archery, Athletics, Boxing)	90 pairs
4.	T-Shirts	1. Polyester and Elastane 2. Super soft, smooth and stretchable fabric with ventilation holes in the key area for better airflow system.	180 pieces
5.	Game Dress	Game specific (viz. Archery, Athletics, Boxing)	90 sets
6.	Socks/Stockings	Game specific (viz. Archery, Athletics, Boxing)	180 pairs
7.	Kit Bag	Made with premium material, strong wheels, and strong sheet for a heavyweight, Can carry a Team's kits. Foam padded walls for safety, chiller pocket, a ventilator to flow in the air	90 pieces

PART-3
CONTRACT

SECTION - VII

GENERAL CONDITIONS OF CONTRACT (GCC)

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SECTION - VII

GENERAL CONDITIONS OF CONTRACT (GCC) SECTION - VII

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

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

2. Country of Origin

The word “origin” incorporated in this clause means the place from where the goods are manufactured, produced or processed.

3. Performance Security

- 3.1 As security for the due performance, observance and fulfillment of all obligations, terms, conditions, representations, warranties and covenants of the Supplier under the Bidding documents, the Supplier shall furnish within 10 (10) days from date of the issue of Notification of Award by the Purchaser, the Supplier, shall furnish performance security to the Purchaser for an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty days after warranty period of (01) One year from the date of acceptance of the goods by the consignee.
- 3.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in Section VIII (B) of this document in favour of the Purchaser.
- 3.3 In the event of any amendment issued to the contract, regarding extension of Delivery Period, the supplier shall, within five (05) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 3.4 The Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier’s all contractual obligations including the warranty obligations subject to adjustment of all amounts/losses/damages/recoveries/penalties payable to the Purchaser and claims of Purchaser, there from.
- 3.5 Without prejudice to its other rights and remedies under any contract, law or equity (including without limitation Purchaser’s right to terminate the Agreement for breach),
- 3.6 Purchaser shall be entitled to forfeit/invoke or otherwise adjust the Performance Security without notice to the Supplier, if the Supplier fails to perform or commits breach of any of its obligations or the terms and conditions of the Bidding Documents. For the avoidance of doubt, Purchaser may draw from the Performance Securities any costs, expenses, losses, damages or compensation arising out of any such breach/damage or failure.

4. Technical Specifications and Standards

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

5. Packing and Marking

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

6. Inspection, Testing and Quality Control

- 6.1 The Supplier should satisfy himself that the stores are in accordance with the terms of the Contract and fully conform to the required specification by carrying out a thorough pre-inspection of each lot of the stores before actually delivering the same to the Supplier.
- 6.2 In normal course the Stores will be supplied by the Supplier on the basis of Manufacturers own Pre-dispatch Inspection Certificate. However, purchased goods accepted by the Purchaser/consignee and/or its authorized representative during inspection in terms of the contract shall in no way dilute Purchaser's/consignee's right to reject the same later, if found deficient in terms of the Warranty Clause -11 of GCC.
- 6.3 The Purchaser and/or its nominated representative(s) will, without any extra cost to the Purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications incorporated in the contract. The Purchaser shall inform the Supplier in advance, in writing, the Purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging of Purchaser and/or its nominated representative(s) will be borne by the Purchaser and/or its nominated representative(s).
- 6.4 For such inspections and tests which are conducted in the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the Purchaser's inspector at no charge to the purchaser.
- 6.5 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the Purchaser's inspector may reject them and the Supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the Purchaser and resubmit the same to the Purchaser's inspector for conducting the inspections and tests again.
- 6.6 If the Supplier tenders the goods to the Purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of

the Supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the Purchaser under the terms & conditions of the contract.

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

7. Terms of Delivery

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

8. Insurance:

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

- i) Wherever necessary, the goods supplied under the contract shall be fully insured in a freely convertible currency in the manner specified in the contract. If considered necessary, the insurance may be done for coverage on "all risks" basis including war risks and strike clauses. The amount to be covered under insurance should be sufficient to take care of the overall expenditure, which may be incurred due to any such damage, loss etc.
- ii) where delivery of imported goods offered from abroad is required by the Purchaser on CIF/CIP/DDP basis, the supplier shall arrange for insurance for an amount equal to one hundred and ten percent of the CIF or CIP value of the goods from "warehouse to warehouse" (final destination) on "all risks" basis including war risks and strikes and pay for the insurance, making the Purchaser as the beneficiary.
- iii) The Insurance related to Terms & Conditions of Contract will be as per INCOTERMS 2010.

9. Incidental services:

- 9.1 Subject to the stipulation, if any, in Schedule of Requirements (Section – V) and the Technical Specification (Section – VI), the Supplier shall be required to perform the following services.

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

- 9.2 Where the Supplier is required to perform any of the services at a Purchaser's Site, the Supplier shall ensure that after the performance of the services at the Purchaser's site is

reinstated to the condition prevailing on the date on which the services in question commenced.

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

10. Dispatch Documents for Goods Imported from abroad:

- 10.1 The Supplier shall send all the relevant despatch documents well in time to the Purchaser to enable the Purchaser clear or receive (as the case may be) the goods in terms of the contract.
- 10.2 Within 24 hours of dispatch, the Supplier shall notify the Purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents/information to them by registered post / speed post (or as instructed in the contract):
- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
 - (ii) Original negotiable clean on-board Bill of Lading/Airway bill, marked freight pre-paid and four copies of non-negotiable Bill of Lading/Airway bill;
 - (iii) Four Copies of packing list identifying contents of each package;
 - (iv) Insurance Certificate;
 - (v) Manufacturer's/Supplier's warranty certificate;
 - (vi) Manufacturer's own factory inspection report;
 - (vii) Certificate of origin
 - (viii) Name of Port of Loading;
 - (ix) Name of Port of Discharge and
 - (x) Expected date of arrival.

11. Warranty

- 11.1 Inspection of the all goods may be done by a Scrutiny Committee with an Officer of the Sports Department in charge or authorized representative before commencement of any supply /work.
- 11.2 The Supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent/latest improvements in design and materials unless prescribed otherwise by the Purchaser in the contract. The Supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods under the conditions prevailing in India.

- 11.3 This warranty shall remain valid for Two years from the date of installation, commissioning and acceptance by the Purchaser in terms of the contract.
- 11.4 The Supplier shall, promptly repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The Supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Purchaser for such replaced parts/goods thereafter.
- 11.5 If the supplier, having been notified, fails to rectify/replace the defect(s) promptly, the Purchaser may proceed to take such remedial action(s) as deemed fit by the Purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the Purchaser may have against the supplier.
- 11.6 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Purchaser promptly on receipt of order from the purchaser.
- 11.7 The warranty shall remain valid for 2 years from the date of installation, commissioning and acceptance. If, Comprehensive Annual Maintenance Contract (CAMC) is required to be done as per contract, it shall be for a period of 2+3= 5 years for all the equipments after the goods or any portion thereof, as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser/consignee in terms of the contract. The supplier shall promptly repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Purchaser for such replaced parts/goods thereafter on any account whatsoever.

12. Prices

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

13. Taxes, Duties and Octroi

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

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

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

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

14. Terms and Mode of Payment

14.1 Payment Terms

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

A) Payment for Domestic Goods or Goods of Foreign Origin located in India.

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

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

- (i) Supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Inspection & Acceptance Certificate, as per Section VIII (C) in original issued by the authorized representative of the consignee;
- (iii) Packing list identifying contents of each package;

II) Payment for Imported Goods on DDP terms:

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

a) On Shipment

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

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original negotiable clean on-board Bill of Lading/Airway Bill, marked freight pre-paid and four copies of non-negotiable Bill of Lading/Airway Bill;
- (iii) Four Copies of Packing List identifying contents of each package;
- (iv) Manufacturer's warranty certificate;
- (v) Inspection certificate issued by the nominated inspection agency, if applicable as per contract;
- (vi) Manufacturer's own factory Inspection Report;
- (vii) Certificate of origin by the chamber of commerce of the concerned country;
- (viii) Insurance Certificate.

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

b) On Acceptance:

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

c) Payment of Indian Agency Commission:

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

- 14.2 The Supplier shall not claim any interest on payments under the contract.
- 14.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- 14.4 Irrevocable & non – transferable Letter of Credit (LC) shall be opened by the Directorate of Sports & Youth Affairs, Government of Meghalaya. However, if the Supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the Purchaser/consignee, the charges thereof shall be borne by the supplier. However, if the LC is amended to make LC as per Contract the charges thereof shall be borne by the purchaser.
- 14.5 The payment shall be made in the currency / currencies authorised in the contract.
- 14.6 The Supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to the Purchaser.
- 14.7 All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/RTGS systems as per the NEFT Mandate Form attached as per Section-IV (E).
- 14.8 The Letter of Credit will be opened consignee/destination-wise if specifically desired by the supplier. The Letter of Credit charges will be borne by the purchaser as specified in clause 14.4 of the Bidding Document.

15. Delay in the supplier's performance.

- 15.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser as incorporated in the contract. The Supplier shall off load the goods as directed by the Purchaser.
- 15.2 In cases where Delivery Period is linked with date of opening of Letter of Credit, and in case the Letter of Credit is amended to make Letter of Credit as per contract, then in such cases the Delivery Period will be calculated from the date of amendment of Letter of Credit.
- 15.3 Subject to the provision of Force Majeure under GCC clause 19, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and

performance of services shall render the supplier liable to any or all of the following sanctions:

- (i) Imposition of Liquidated Damages,
- (ii) Forfeiture of its Performance Security and
- (iii) Termination of the Contract for default.

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

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

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

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

16. Liquidated damages

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

17. Termination for default

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

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

18. Termination for insolvency

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

19. Force Majeure

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

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

19.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and

shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- 19.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 19.5 In case due to a Force Majeure event the Purchaser is unable to fulfill its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

20. Termination for convenience

- 20.1 The Purchaser reserves the right to terminate the contract, in whole or in part for its (purchaser's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the purchaser. The notice shall also indicate inter alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 20.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser may decide:
- (a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
 - (b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

21. Fall Clause

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

22. Withholding and lien in respect of sums claimed

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

23. Disputes

In the event no solution or settlement is reached the matter may be adjudicated in the Competent courts within in the jurisdiction of Shillong, Meghalaya.

24. 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

CONTRACT FORM FOR SUPPLY

**DIRERCTORATE OF SPORTS AND YOUTH AFFAIRS
GOVERNMENT OF MEGHALAYA
JAWAHARLAL NEHRU STADIUM COMPLEX,
POLO GROUND SHILLONG-793001**

Contract No _____ dated _____

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

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

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

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

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

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

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

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

**(Signature, name and address
of the purchaser's authorised official)**

For and on behalf of Director Sports & Youth Affairs, Government of Meghalaya

Received and accepted this contract

[Signature with date, name and designation]

for and on behalf of Messrs _____

[Name & address of the manufacturers]

(Seal of the supplier)

Date: _____

Place: _____

SECTION – VIII

(B) BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To,
Director,
Sports & Youth Affairs,
Government of Meghalaya
J.N. Sports Complex, Polo Ground
Shillong- 793001

[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]

and Contract No. _____

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

Beneficiary:

To,
Khelo India State Center Of Excellence, Directorate of Sports & Youth Affairs, Government of Meghalaya,
J.N. Sports Complex, Polo Ground
Shillong- 793001

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number]

We have been informed that [insert complete name of Supplier] (hereinafter called "the Supplier") has entered into 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 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 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 no 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.

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

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

SECTION – VIII

(C) INSPECTION & ACCEPTANCE CERTIFICATE

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

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

- 9) Ledger Entry Details : _____
(Including Page No.)

() () ()

Signatures of Inspection & Acceptance Committee Members

Counter signed by Head of the Centre

Date: _____

Place: _____

(Seal)