

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

**Website: <http://megsports.gov.in/>
E-mail: megkisce.rfp.equip2@gmail.com**

Open Tender Enquiry/REQUEST FOR TENDER (RFP)

**Procurement of Strength & Conditioning Equipment
And
Physiotherapy Equipment
(Strength, Power & Miscellaneous)**

FOR

**KHELO INDIA STATE CENTER OF EXCELLENCE
SHILLONG, MEGHALAYA**

DISCLAIMER

This RFP is being issued by Directorate of Sports and Youth Affairs, Government of Meghalaya for Procurement of Strength & Conditioning EQUIPMENT FOR **KISCE SHILLONG, MEGHALAYA** on such terms and conditions and technical specifications as set out in this RFP document.

It is hereby clarified that this RFP is not an Agreement and is not an offer or invitation by Directorate of Sports & Youth Affairs to any party hereunder. The purpose of this RFP is to provide the bidder (s) with information to assist in the formulation of their proposal submission. This RFP document does not purport to contain all the information bidders may require. This RFP document may not be appropriate for all persons and it is not possible for Directorate of Sports & Youth Affairs, Government of Meghalaya to consider particular needs of each bidder. Each bidder should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. Directorate of Sports & Youth Affairs, Government of Meghalaya and their advisor make no representation or warranty and shall incur no liability financial or otherwise under any law, statute, rules or regulations or otherwise as to the accuracy, reliability or completeness of the RFP document.

Directorate of Sports & Youth Affairs, Government of Meghalaya in their absolute discretion, but without being under any obligation to do so may update, amend or supplement the information in this RFP document.

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PART-1

BIDDING PROCEDURE

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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SECTION- I

Notice Inviting Tender (NIT) For Open Tender Enquiry

Directorate of Sports & Youth Affairs, Government of Meghalaya invites **Off-line bids** from eligible bidders, in single stage two bid systems for procurement of the following equipment/items:

Procurement of Strength & Conditioning Equipment (Strength, Power & Miscellaneous)for Khelo India State Center of Excellence, Meghalaya		
Sl. No.	Name of Category of Equipment/Items	Category wise Amount of Bid Security in ₹
1.	Strength &Conditioning Equipment (Gym, Non-Consumable)	₹ 58,06,780/- (Rupees fifty eight lakhs six thousand seven hundred eighty only)
2.	Physiotherapy Equipment (Non-Consumable)	₹ 36,75,700/- (Rupees thirty six lakhs seventy five thousand seven hundred only)
	Total	₹ 94,82,480/- (Rupees ninety four lakhs eighty two thousand four hundred eighty only)
	Amount of EMD in ₹	₹ 1,89,650/- (Rupees one lakh eighty nine thousand six hundred fifty only)

Scanned copy of Bid Security and Hard copy of the same must be sent to the Directorate of Sports & Youth Affairs, Government of Meghalaya on or before Bid Submission Date & Time as mentioned in Critical Date Sheet.

SCHEDULE OF BIDDING PROCESS WITH KEY DETAILS

Date of publish of RFP on http://megsports.gov.in/	23.3.2022
Start date and time of downloading of document	23.3.2022 (10:00AM)
Pre-Bid procedure	Bidders are invited to send in their queries vide e-mail to the following address megkisce.rfp.equip2@gmail.com from the 24.3.2022 till 8.4.2022
Bid submission start date	8.4.2022
Last Date and Time of uploading/submission of Bids	19.4.2022

Bid Validity	30 days
Opening of Techno-Commercial Bid (Bid 1)	20.4.2022
Venue for Opening of Bid	Directorate of Sports & Youth Affairs, J.N. Sports Complex, Polo, Shillong

Bidders may download the Bidding Documents from the web site – www.megsports.gov.in. Bidders shall ensure that their Bids, complete in all respect are mailed before the closing date to Director, Directorate of Sports & Youth Affairs, Jawaharlal Nehru Stadium, Polo Ground, Shillong -793001 .

1. Bidders shall not tamper/modify the tender form including downloaded price bid template in any manner. In case, the same is found to be tampered/ modified in any manner, tender will out-rightly be rejected.
2. Intending bidders are advised to visit again www.megsports.gov.in before submission of tender for any corrigendum / addendum/ amendment.


Director
Sports & Youth Affairs
Government of Meghalaya
Shillong-793001
E-mail: meg.kisce@gmail.com

Director
Sports & Youth Affairs
Govt. of Meghalaya
Shillong

SECTION II
INSTRUCTIONS TO BIDDERS (ITB)

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SECTION – II
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 meaning as indicated below:
- ii) Definitions:
- a. “Purchaser” means Directorate of Sports & Youth Affairs, Government of Meghalaya/the organisation purchasing goods and services as incorporated in the Tender Enquiry documents
 - b. “Tender” means bids/quotations/Tender received from a Firm/ Bidder.
 - c. “Bidder” means bidder/the individual, company or firm submitting bids/Quotations/Tender.
 - d. “Supplier” means the individuals, company or the firm supplying the goods and services as incorporated in the contract.
 - e. “Goods” means the instruments, machinery, cardio equipment, medical equipment etc., which the supplier is required to supply to the purchaser under the contract.
 - f. “Services” means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, repair, maintenance service and other such obligations of the supplier covered under the contract.
 - g. “Earnest Money Deposit” (EMD) means Bid Security/monetary or financial guarantee to be furnished by a bidder along with its tender.
 - h. “Contract” means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc., therein.
 - i. “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.
 - j. “Consignee” means person to whom the goods are required to be delivered to a person as an interim consignee for the purpose of person is the consignee, also known as ultimate consignee.
 - k. “Specification” means the document/standard that prescribes the requirement with which goods or service has to conform.
 - l. “Inspection” means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
 - m. “Day” means calendar day.
 - n. **“Contractor” means** a person or firm that undertakes a contract to provide materials or labour to perform a service or do a job.
- 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. “SCC” means Special Conditions of Contract
 - f. “NSIC” means National Small Industries Corporation
 - g. “LC” means Letter of Credit
 - h. “DP” means Delivery Period
 - i. “BG” means Bank Guarantee
 - j. “ED” means Excise Duty
 - k. “CD” means Custom Duty
 - l. “RR” Railway Receipt
 - m. “BL” means Bill of Lading
 - n. “FOB” means Free on Board
 - o. “FCA” means Free Carrier
 - p. “FOR” means Free on Rail
 - q. “CIF” means Cost, Insurance and Freight

- r. "CIP (Destinations)" means Carriage and Insurance paid up to named port of destination. Additionally the insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.
- s. "DDP" means Delivery Duty Paid named place of destination (Consignee site)
- t. "INCOTERMS" means International Commercial Terms as on the date of Tender Opening
- u. "CAMC" means Comprehensive Annual Maintenance Contract (labour, spare parts, upgradation if required, repair, and preventive periodic, annual maintenance, etc.)
- v. "RT" means Re-Tender
- w. "GST" means Goods and Services Tax

2. Introduction

- i) This bid document is for procurement of items as mentioned in **Section –V** "Schedule of Requirements.
- ii) This Section (**Section II**) 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.
- iii) The Bidders shall also read the Special Condition of Contract (SCC) related to this purchase, as contained in **Section VII-B** of these documents and follow the same accordingly. Whenever there is a conflict between the ITB/GCC and the SCC, the provisions contained in the SCC shall prevail over those in the ITB/GCC.
- iv) 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 Directorate of Sports & Youth Affairs, Government of Meghalaya shall be written in English.

4. Eligible Goods and related services

All goods and related services to be supplied under the contract shall have their origin in India only. The term "origin" used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

5. 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.

6. Local Conditions

It is imperative that each bidder is registered with the Government of Meghalaya and in the case of Non-Tribal Contractor - they shall need to possess a valid Trading License 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. They are to also fully acquaint themselves 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 and/or country of manufacture and supply. On such matters, the purchaser shall not entertain any request from the bidders.

(b) PRE BID PROCEDURE

- 7.1** All clarifications pertaining to technical, commercial and other issues regarding the items stipulated in the RFP may be required by the prospective bidders may be forwarded to the following e-mail i.d. **megkisce.rfp.equip2@gmail.com**, from the 24.3.2022 till 8.4.2022; failing which no further queries will be entertained. The prospective bidders will receive valid response within 3(three) working days of receipt of e-mail.
- 7.2** Details of proposed/suggested variations/ deviations/ additions from the Bid specification/conditions, if any, should be clearly indicated while sending queries. Any suggestion/ proposal of variations/ deviations/ additions in the RFP document should also be given in writing to the Purchaser.
- 7.3** The purchaser may clarify on variations/ deviations, alternative proposals, which ensure equal or higher quality/ performance to the Technical Specifications as part of the Pre-Bid Procedure. However, the decision of the purchaser in this regard will be final.
- 7.4** After incorporation the amendments acceptable to the Purchaser, the RFP Document shall be frozen as per the details provided in RFP, through issuance of an Addendum (s) which can be downloaded from the e-procurement portal and website of Directorate of Sports & Youth Affairs, Government of Meghalaya. The Bidder shall submit its Bid along with Bid documents including Addendum if any issued duly signed and stamped.
- 7.5** Non-adherence to the Pre- Bid Procedure will not be a cause for disqualification of a Bidder. However, the terms and conditions of the addendum (s) will be legally binding on all bidders irrespective of their compliance to the Pre-Bid Procedure.
- 7.6** No further suggestions for deviations/variations/ additions will be entertained after the conclusion of the Pre-Bid Procedure.

(c) BIDDING DOCUMENTS

8. Content of Bidding Documents

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

Section II	Instructions to Bidders (ITB)
Section III	Qualification Criteria & Performance Statement
Section IV	Bidding Forms
Section V	Schedule of Requirements
Section VI	Technical Specifications
Section VII (A)	General Conditions of Contract
Section VII (B)	Special Condition of Contract
Section VIII	Contract Forms

9. Amendment(s) to Bid Document

- i) 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.
- ii) Such an amendment to the bid document will be uploaded on the website: www.megsports.gov.in.
- iii) Prospective bidders are advised in their own interest to visit website www.megsports.gov.in before submitting their bids.
- iv) In order to afford prospective bidders reasonable time to take into account the amendments in preparing their bids, Directorate Sports & Youth Affairs, Government of Meghalaya may, at its discretion, suitably extend the dead line for submission of bids.

10. Modifications/withdrawal of bids

- (i) 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 shall not to be considered.

11. Bid format

The bidders are to furnish their bids as per the prescribed format at Section IV (C) and also as per the instructions incorporated in the bid document.

(d) PREPARATION OF BIDS

12. Documents comprising the bid

The bid prepared by the Bidder shall comprise the components detailed in Clause 13 & 14 of ITB (Technical and Financial Bid). The Bids not conforming to the requirements as stated in the said clauses shall be summarily rejected. Directorate of Sports & Youth Affairs, Government of Meghalaya's decision in this regard shall be final, conclusive and binding on all the Bidder(s).

13. Technical Bid:

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

- (i) **Bid Security:** Bid Security is to be furnished in accordance with clause 22 of ITB and bid submission as per form at **Section IV (A)**. Alternatively, documentary evidence for claiming exemption, if any, from payment of Earnest Money.
- (ii) Authorization Certificate issued by OEM in favor of the bidder, if the bidder is not the Manufacturer of the goods to be supplied. (Either of the two can participate in the Bidding Process)
- (iii) Self-attested ID proof, address proof, PAN Card and a recent passport size colored photograph of authorized representative.
- (iv) Bidder/Agent who quotes for items manufactured by OEM shall furnish scanned copy of Manufacturer's Authorization Form as per **Section IV (E)**.
- (v) Registration Certificate of Partnership Company, duly registered copy of Partnership Deed/MOA of the Company (as per law of the country origin).
- (vi) Certificate of Incorporation/ Registration Certificate of the firm / Company/Agency in the country of origin (as per law of the country origin).
- (vii) Documents mentioned in the qualification criteria as per **Section III - (A)**.
- (viii) "Performance Statement" as per perform in **Section III-(B)** along with relevant copies of orders and end users' satisfaction certificate/installation reports.
- (ix) National Electronic Fund Transfer (NEFT Form) as per **Section IV- (F)** for payment in Indian Rupee.
- (x) Certificate of Chartered Accountant showing annual turnover for the last three financial years ending 31st March 2021. Copies of Balance Sheet, Profit and Loss Account statement etc. need not be enclosed.
- (xi) Income Tax returns filed for the last three financial years ending 2020-21.
- (xii) Goods & Services Tax Registration Certificate. (as per law of the country origin)
- (xiii) 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)
- (xiv) Valid PAN, TIN (Tax Payer Identification Number)/TAN (as per law of the country origin)
- (xv) Documents and relevant details to establish that the goods and the allied services to be supplied by the bidder conform to be requirement of TE Documents. In case, the

configuration/specifications offered by the bidder are found to be inferior to the configurations/specifications prescribed in the nomenclature Section VI, then the tender of such bidders shall be rejected out rightly.

- (xvi) Bidder shall furnish details of its quality control system and organization certifying that they have the capacity to ensure adequate quality control at all stage of the manufacturing process. If the bidder is not the manufacturer, the said information is to be obtained from the OEM.
- (xvii) 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.
- (xviii) Scanned copy of Certificate/Undertaking indicating that the rates quoted for supply of said Items/Items by the firm are not higher than the rate of the item supplied by the firm in any other Government Organisation/Institutions/PSU etc.
- (xix) Catalogue containing detailed technical specification.

Note:

- i) *The bidding companies /firms /agencies are required to attest (self-attestation) the scanned copies of documents, along with the bid, signed on each page with seal, to establish the bidders' eligibility and qualifications failing which their bid shall be summarily rejected and will not be considered. 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 debarment for purpose of procurement of any item(s), in addition to attracting penal provisions of the agreement. The original copies shall be produced by the Bidder as and when required by the Purchaser.*
- ii) *The bidders shall execute necessary instrument and documents required by Directorate of Sports & Youth Affairs/purchaser in relation to the bidding documents and shall adhere to all notification/amendments as may be issued by the purchaser from time to time. All costs (including taxes, stamp duties and registration charges if any shall be borne by the bidders)*
- iii) *The Technical bid shall not include any financial information. Such a bid shall be summarily rejected.*

14. Financial Bid: - This should be uploaded online in the prescribed XLS format as per BOQ available in <http://megsports.gov.in/>

- (i) Financial proposal should contain the 'Price Schedule' in the XLS format prescribed in. All prices should be in India Rupees.
- (ii) All the bidders are required to quote prices on DDP (Delivered Duty Paid) to destination at consignee's site. They shall furnish breakup of the prices as per price schedule given in RFP bids not containing the breakup of prices all liable to be rejected.
- (iii) The price for the equipment manufactured in India shall include a complete breakup showing the basic price, excise duty, other levies, GST, packing charges, forwarding charges, freight and insurance charges and other charges if any shall also be given. Bids not containing the breakup of prices all liable to be rejected. Government levies, duty, taxes on the complete equipment as applicable on the date of opening of price bid will be considered for evaluation. In case there is variation in the statutory duties/taxes during the currency of the contract, the same will be payable at actual as applicable on the date of invoicing of equipment provided the equipment are delivered as per contracted delivery schedule.
- (iv) The bidders should quote their lowest possible prices. The Bidders shall be required to certify / give an undertaking to the effect that the rates quoted are minimum /reasonable and they have not quoted/charged lower rates from any other Government/State/ PSU Departments. The undertaking be certified and stamped by their Chartered Accountant. In case the contractor offers to supply the equipment conforming to same specification to any other state or central government or PSU at rates lower than the rates accepted against the present contract/ such lower rates shall also be made applicable to all the equipment supplied/ to be supplied against the present contract subsequent to the said date of offer of supply at the lower rates by the contractor.

- (v) The terms DDP shall mean as defined in delivery schedule.
- (vi) The price quoted for the equipment shall be firm and not subject to any upward variation except for the variation in statutory levies and duties separately quoted by the bidder in its bids.
- (vii) Bidder shall quote only one price for each item. If more than one price is quoted, the lowest unit rate quoted by the bidder will be considered for evaluation.
- (viii) 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, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- (ix) No condition shall be attached to the Financial Bid. Conditional bids shall be summarily rejected.
- (x) The bid of 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.

Note: Bidders are requested to upload the "Technical Bid" and 'Financial Bid' separately having the above mentioned documents online.

15. Bid currency

- (i) All the bidders should quote only in Indian Rupees
- (ii) Tenders, where prices are quoted in any other way shall be treated as non-responsive and rejected.

16. Bid Price

- (i) The Bidder shall indicate on the Price Schedule provided under Section IV (C) all the specified components of prices shown therein. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a Bidder, same should be clarified as "NA" (means Not Applicable) by the Bidder.
- (ii) The quoted prices for goods offered for domestic goods shall be quoted in the Price Schedule given under BOQ.
- (iii) Duties and Taxes:
 - a. The bidders are required to indicate the duties and taxes payable by them in their Price Schedule. For the supplies made as per the original delivery schedule the statutory levies as applicable on the date of supply shall be paid/ reimbursed to the Bidder/contractor at actual.
 - a) For the supplies made beyond the original delivery schedule, the reimbursement of statutory levies shall be governed by the provisions of the contract. In no case, the Bidder/contractor shall be entitled to any increase in duties and levies imposed after expiry of original delivery period.
 - b) 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. However, none of charges mentioned above shall be reimbursed if delivery is beyond the time schedule.

- (iv) The need for indication of all such price components by the Bidders, as required in this clause 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.

17. Firm Price

The prices quoted by the bidder shall remain firm and fixed during the currency of the contract. As regards, taxes and duties, if any chargeable on the items, clause 16 of this Section will be applicable.

18. Alternative Bids are not allowed.

19. Documents establishing bidder's eligibility and qualifications

- (i) Pursuant to ITB clauses 12, the bidder shall furnish, as part of its bid, relevant details and documents establishing its qualifications to perform the contract.
- (ii) The documentary evidence needed to establish the bidder's qualifications:
- (iii) In case the bidder offers to supply items, which are manufactured by some other firm, the bidder should be duly authorized by the 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-E of this document.

20. Documents establishing good's Conformity to TE Documents.

- a. The bidders shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the purchaser in the TE documents. For this purpose the bidders shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender.
- b. In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the bidders, the bidder shall list out the same in a chart form without ambiguity and provide the same along with its tender.
- c. If a bidder furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

21. Bid Security/Earnest Money Deposit (EMD)

- (i) The bidder shall furnish Bid Security for an amount as shown in the Clause 1 of Section I-IFB. The Bid Security is required to protect the Purchaser against the risk of the bidder's unwarranted conduct as explained under sub-clause 21 (vi) below. Non submission of Bid Security will be considered as major deviation and bid will not be considered.
- (ii) 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.
- (iii) 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 IV-D**)
 - e) NEFT transfer "*Khelo India State Center Of Excellence*" Meghalaya Rural Bank No.**87011063086**, IFSC-Code -SBIN0RRMEGB.
- (iv) The Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee shall be drawn on any Commercial Bank in India, in favour of the "*Khelo India State Center Of Excellence*", payable at **Shillong, Meghalaya**. In case of Bank Guarantee, the same is to be obtained from any commercial bank in India as per the format specified under **Section IV (D)** of the Bid Document.
- (v) The Bid Security shall be valid for a period of **thirty (30) days** beyond the validity period of the bid. The Bid Security shall be valid for **90 days** from the date of opening of the Technical Bid.
- (vi) Earnest Money is required to protect the purchaser against the risk of the bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful bidder's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.
- (vii) Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its **bid or** impairs or derogates from the bid or is breach of any condition of the tender documents in any respect within the period of validity of its bid without prejudice to other rights of the Purchaser. Further, if successful bidder fails to furnish the required Performance Security and sign the contract / agreement within the period as specified by Directorate of Sports & Youth Affairs, Government of Meghalaya in the Letter of Award (LoA), its Bid Security/EMD will be forfeited.

22. Bid Validity

- (i) 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.
- (ii) In exceptional circumstances, Purchaser may request the bidders' consent to extend the validity of their bids up to a specified period. The bidders agree to extend the bid validity period. However, they will not be permitted to modify their original bids during the extended bid validity period.
- (iii) 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 Purchaser, the bid validity shall automatically be extended up to the next working day.

23. Purchaser's right to accept any bid and to reject any or all bids.

The Purchaser reserves the right to cancel the bidding process and reject all bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidders.

24. Signing of bids

- (i) The bidders shall submit their bids as per the instruction contained in ITB.

- (ii) The tender shall either by typed or 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/board resolution, which shall also be furnished along with the bid.
- (iii) 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.

(e) SUBMISSION OF BIDS

25. Submission of bids

- (i) Bids should be submitted to Director, Directorate of Sports & Youth Affairs, Government of Meghalaya, J.N. Sports Complex, Polo Ground ,Shillong -793001
- (ii) Bids must be received by the Purchaser not later than the date and time prescribed in the bid document.
- (iii) Purchaser, at his discretion, may extend the deadline for submission of bids by amending the bid document in accordance with clause 9 of **ITB**. In that case, all rights and obligations of the Purchaser and the bidders would automatically stand extended.
- (iv) Submission of more than one bid by the same bidder shall entail him for disqualification from participating in the bid process. OEM or its Agent / Authorized Dealer shall submit the Bid.

(f) BID OPENING

26. Opening of bids

- (i) The Purchaser will open the bids at the specified date, time and place as indicated in the IFB in **Section-I**. If due to administrative reasons the venue / date/ time of bid opening are changed, the bidders will be communicated through email.
- (ii) In case the specified date of bid opening falls on a holiday or is subsequently declared a holiday or closed day for the Purchaser, the bids will be opened at the appointed time and place on the next working day.
- (iii) 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. Letter of authority for attending the bid opening meeting should be in the format placed at **Section IV (G)**.
- (iv) Bidders will be communicated to appear in person for bid opening.

(g) SCRUTINY AND EVALUATION OF BIDS

27. 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.

28. Scrutiny of Tenders

- (i) The Purchaser 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.

- (ii) Purchaser will determine the responsiveness of each Tender to the TE Document without recourse to extrinsic evidence.
- (iii) 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.
- (iv) 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 is unsigned.
 - c) Tender validity is shorter than the required period
 - d) Required EMD (Amount, validity etc.)/exemption documents have not been provided
 - e) Bidder has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer’s Authorization letter.
 - f) Bidder has not agreed to give the required performance security.
 - g) Goods offered are not meeting the tender enquiry specification.
 - h) 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.
 - i) Poor/ unsatisfactory past performance.
 - j) Bidder has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
 - k) Bidder has not complied with the requirement of Clauses of ITB.
 - l) Any other conditions as deem fit.
 - m) Bid by Foreign Companies. (Only Indian companies are allowed to BID)

29. Minor infirmity/irregularity/Non-conformity

If during the preliminary examination, the purchaser finds any minor infirmity and/ or irregularity and/ or non-conformity in a tender, the purchaser will convey its observation on such ‘minor’ issues to the bidder by speed post/ mail 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.

30. Discrepancies in Prices

- a) If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
- b) If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected, and
- c) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 31 of ITB.
- d) If, as per the judgment of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by registered/speed post. If the bidder does not agree to the observation of the purchaser, the tender is liable to be ignored.

31. Qualification Criteria

Bids of the Bidders, who do not meet the required Qualification Criteria prescribed in Clause 14 of Section II A read with Section III (A), will be treated as non - responsive and will not be considered further.

32. Comparison of Bids and Award Criteria

- (i) The comparison of the techno commercially responsive Bids for ranking purpose shall be carried out on Delivery on DDP basis at Consignee Site basis, inclusive of applicable taxes, duties, incidental services. The CAMC prices, if any will also be added for comparison/ranking purpose for evaluation.
- (ii) The Contract shall be awarded to the responsive Bidder(s) who is Item-wise lowest and who meets the laid down Qualification Criteria in the Bid documents.
- (iii) The Purchaser reserves the right to give the price preference/ purchase 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.

33. Contacting the Purchaser

- (i) From the time of submission of tender to the time of awarding the contract, if a BIDDER needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should be done so only in writing.
- (ii) In case a bidder attempts to influence the purchaser in the purchaser'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 purchaser.

(h) AWARD OF CONTRACT

34. The Purchaser's Right to accept any tender and to reject any or all tenders

The purchaser reserves the right to accept in part or in full any tender 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 tenderer or tenderers.

35. Notification of Award

- (i) 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.
- (ii) 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 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 5 under **Section VII (A)**.
- (iii) The Letter of Award (LoA) will state the sum that the Purchaser will pay to the successful bidder in consideration of the items to be supplied by him.
- (iv) The details of award of work and name of the successful bidder shall be mentioned on the website of Directorate of Sports & Youth Affairs, Government of Meghalaya viz. <http://megsports.gov.in/>

- (v) Notification of Award shall constitute the conclusion of the Contract.

36. Issue of Contract

- (i) Promptly after notification of award, the Purchaser will mail the Contract Agreement as per **Section VIII (A)**, duly completed to the successful bidder by speed post/mail.
- (ii) The successful bidder shall return the contract in duplicate duly typed on stamp paper and duly signed and dated, to the Purchaser by speed post/mail within **seven** days from the date of issue of the contract.
- (iii) The purchaser reserves the right to issue the Notification of Award consignee wise.

37. Annulment of Award

Failure of the successful bidder to comply with the requirement of signing an agreement with the Purchaser and furnishing Performance Security as per clause 5 of **Section VII (A)** shall constitute sufficient ground for annulment of the award and forfeiture of bid security.

38. Termination of Contract

The Directorate of Sports & Youth Affairs, Government of Meghalaya reserves the right to terminate the contract without assigning any reason. Before termination of contract, Directorate of Sports & Youth Affairs, Government of Meghalaya will notify the service bidder giving a notice of 30 days.

39. Disqualification

Purchaser reserves the right to disqualify the bidder for a suitable period who fails to supply the items in time. Further, the bidder(s) whose items do not perform satisfactorily in accordance with the specifications may also be disqualified for a suitable period by the Purchaser. Misrepresentation of facts if found at any stage during the contract period including warranty clause will also attract disqualification. Time and quality of equipment is the essence of the Agreement.

40. 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 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 21 of GCC – Termination of default in Section-VII (A) and other administrative actions as deemed fit by the purchaser.

41. Corrupt or fraudulent practices

- (i) It is required by all concerned namely the Consignee/Bidder/Supplier to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -
- a) Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
 - b) Will declare a firm ineligible or blacklist for a stated period of time, to be awarded a contract by the Purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or in executing the contract
 - c) The Purchaser reserves the right not to conclude 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.

42. Conflict of Interest among bidders/agents

- (i) 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 purchaser'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;
 - a) they have controlling partner (s) in common; or
 - b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or
 - c) they have the same legal representative/agent for purposes of this bid; or
 - d) 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
 - e) 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.
 - f) a bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid;
 - g) in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business.

SECTION III (A)
QUALIFICATION CRITERIA

Bid Reference No. _____

- (a) The Bidder must be a Manufacturer or its authorized agents
(b) The bidder must satisfy the following eligibility criteria –

Sl. No.	Descriptions	Document Required
1.	Bidder should have an Annual Average Turnover of ₹ 95 lakhs - ₹1 Crore in the last 3 Financial Years viz 2018-2019,2019-2020 & 2020-2021	Statutory Auditors certificate. Balance Sheet and Profit and Loss Account for the last three financial years
2.	The manufacturer/bidder should have successfully completed contracts of having supplied and installed the required items during the last three (03 years) to sports stadia/sports academies /Govt./ Defence /sports bodies/reputed private institutions	The requisite order (s) along with satisfactory completion certificate issued by relevant authority not less than the rank of Section Officer
3.	The manufacturer should be manufacturing and installing the concerned equipment, at least for the last three years	Furnish requisite document
4.	In case the bidder is not manufacturer then the bidder should be an authorized agent of the manufacturer and in business of supplying sports equipment for more than one (01) year.	Furnish requisite document
5.	The bidder should be solvent	Furnish requisite document.

(c) In support of the above, the bidder shall furnish relevant documents, performance statement as per Pro-forma in Section III (B).

(d) In case technical specification and rates being equal, preference will be given to such firms having relevant ISO or other equivalent certification for quality assurance. In case parameters come on equal footings, successful bidder will be the one, having highest turnover.

SECTION– III (B)
PROFORMA FOR PERFORMANCE STATEMENT
(For the period of last three years)

Bid Reference No.

Date and Time 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.

SECTION – IV
(A) BID SUBMISSION FORM

Date _____

To
Director,
Directorate of Sports & Youth Affairs,
Jawaharlal Nehru Stadium,
Polo Ground, Shillong 793001

Ref.: Your Bidding Document No.

Sir,

We, the undersigned have gone through 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 _____ (Description of goods and services) to the purchasers named in the schedule in conformity with your above referred document at the rates as shown in the price schedule(s), attached herewith and made part of this Bid.

2. 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 05 of Section-VII (A) for due performance of the Contract.

3. We agree to keep our Bid valid for acceptance for 90days 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.

4. We further confirm that, upon conclusion of formal Contract on us, the supply orders placed on us by the designated Purchaser against the Contract shall constitute a binding contract between us and the Purchaser.

5. We confirm that the rates offered by the OEM or its authorized agent are same in respect of the items stipulated in the contract document.

6. We undertake that we have not supplied the required items at a price lower than the price quoted for these items by us.

7. We fully agree to abide by all terms and conditions of General Conditions of Contract/Special Condition of Contract as per Section-VII.

8. We further understand that you are not bound to accept the lowest or any Bid you may receive against your above-referred Bid Reference.

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

10. 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) Form for Power of Attorney/Board resolution

Know all men by these presents, we, /vide board resolution dated, _____(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms. _____ (Name),son/daughter/wife of _____and presently residing at _____, who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the (Name of Mandate) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidder’s and other conferences and providing information/responses to Directorate of Sports & Youth Affairs, Government of Meghalaya(hereinafter referred to as “Purchaser”), representing us in all matters before Purchaser, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with Purchaser in all matters in connection with or relating to or arising out of our bid for the said Tender and /or till the entering into the Contract with Purchaser.

AND we hereby agree to ratify and confirm and do hereby all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____THE ABOVE NAMED PRINCIPALS
HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ___DAY OF 20**

For_____

(Signature)

(Name, Title, and Address) Witnesses:

- 1.
- 2.

Accepted (Notarized)
(Signature)

(Name, Title and Address of the Attorney)

Section IV

(C) PRICE SCHEDULE (BOQ)

AS PER BOQ UPLOADED IN THE PORTAL

The bidder should quote rates for Equipment) (Section – VI – “Technical Specifications”), however, rate of all items should also be quoted.

The prices quoted prices above are with Warranty period of one year from the date of acceptance by the Consignee

Delivery Period: _____ (Insert delivery period) along with cushioning period from the date of placement of supply order against the Rate Contract. (Bidders are advised in their own interest to note that time and date of delivery would be the essence of the contract).

Signature of Bidder _____
Name & Designation _____

Business

Place: _____
Address _____
Date: _____

Seal of the Bidder _____

SECTION – IV
(D) BANK GUARANTEE FORM FOR BID SECURITY

Whereas _____ (hereinafter called the “Bidder”) has submitted its quotation dated _____ for the supply of _____ (hereinafter called the “Bid”) against the purchaser’s Bid Reference No. _____ Know all persons by these presents that we _____ of _____ (Hereinafter called the “Bank”) having our registered office at _____ are bound unto Directorate of Sports & Youth Affairs, Government of Meghalaya (hereinafter called the “Purchaser) in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____. The conditions of this obligation are:

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

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

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

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

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

(Signature of the authorised officer of the Bank)

Name and designation of the officer

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

SECTION –IV
(E) MANUFACTURER’S AUTHORISATION FORM

To

Director,
Directorate of Sports & Youth Affairs,
Jawaharlal Nehru Stadium,
Polo Ground, Shillong 793001

Sir,

Reference your RFP/IFB No. _____, dated _____

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

We also hereby extend our full warranty of _____ year from the date of acceptance of goods by Consignee, supplied against this Contract.

Yours faithfully,

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

[Name & address of the manufacturers]

Note : *This letter of authorisation should be on the letter head of the manufacturing firm/distributor/stockist and should be signed by a person competent to legally bind the manufacturer/distributor/stockist.*

**SECTION – IV
(F) NEFT MANDATE FORM**

From: M/s.

Date:

To

Director,
Directorate of Sports & Youth Affairs,
Jawaharlal Nehru Stadium,
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 MANDATAE FORM

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

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

[Name & address of the bidder]

Confirmed by Bank

Enclosed a copy of Crossed Cheque

SECTION – IV
(G) LETTER OF AUTHORISATION FOR ATTENDING BID OPENING MEETING

Tender No. -----

Subject : **Authorisation for attending bid opening on ----- (date) in the
tender of -----**

Following persons are hereby authorised to attend the bid opening for the tender mentioned above on behalf of----- (bidder) in order of preference given below.

Order of Preference	Name	Specimen Signature
---------------------	------	--------------------

- 1.
- 2.

Alternate Representative

Signatures of bidder

Or

Officer authorised to sign the bid documents on behalf of the bidder.

Note:

1. *Maximum of two representatives will be permitted to attend bid **opening**. **In case where it is restricted to one, first preference** will be allowed. Alternate representatives will be permitted when regular representative are not able to attend.*
2. *Permission for entry to the hall where bids are opened may be refused in case authorisation as prescribed above is not furnished.*

SECTION IV

(H) DISCLOSURE OF CONFLICT OF INTEREST

It is hereby disclosed that we have not any conflict of interest with others bidders in terms of conditions stipulated in clause No.42 of Section II- A of Tender Document. If this disclosure is found wrong later on, we are liable for punitive action as per terms of the agreement.

(Authorized Signatory)
Stamp

SECTION IV
(I) DISCLOSURE OF CODE OF INTEGRITY

It is hereby disclosed 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 behaviour 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

SECTION IV

(J) AFFIDAVIT/UNDERTAKING

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 like terms of terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law. 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.

Date:

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

NOTE: To be submitted on non-judicial stamp paper of ₹. 10/- duly certified by Public Notary

PART-2
SUPPLY REQUIREMENTS

SECTION - V
SCHEDULE OF REQUIREMENTS

A. Strength & Conditioning Equipment

<i>Sl. No.</i>	<i>Item</i>	<i>Total</i>
1.	Treadmill	1
2.	Exercise bikes -up right	2
	Plate Loaded systems	
3.	T - Bar Row	1
4.	45-degree Leg Press	1
5.	Leg Extension	1
6.	Standing Leg curl	1
7.	Calf	1
8.	Incline Press	1
9.	Biceps	1
10.	Shoulder Press	1
11.	Cable cross over pulley	1
	Benches and Racks	
12.	Power Rack -full heavy duty with locks	3
13.	Adjustable Bench	2
14.	Flat Bench	4
15.	Olympic Incline Bench	1
16.	Leg Raise Dip	1
17.	Crunch Bench	1
18.	Lower Back Bench	1
	Free Weights	
19.	Professional Bar weight lifting bar with locks	6
20.	Olympic Training Plate sets (1 to 25 kgs) (350 kg)	6
21.	Dumb bells set (1,2,3,4.....20 kg)x 350kg	1
22.	Dumb bell rack 3 tier	1
23.	Kettle Bell (4,6,8,.....20 kg) 350 kg	1
24.	Angles professional Bar	2
25.	Fitness Bar 2010 mm	5
26.	Fitness Bar 1500 mm	5
27.	Fitness bar weight plate iron -(0.5 kg to 20) kg 100kg	6
28.	barbell bars stand	1
29.	Plyometric - boxes 12, 18, 24, 30, 36, ...72 in	2
30.	Jumping ladder	3
31.	weight jacket - 20 kg	5
32.	tube varied intensity – heavy duty	3

B. Physiotherapy Equipment

<i>Sl. No.</i>	<i>Item</i>	<i>Total</i>
1	Combination Therapy equipment with electrotherapy and ultrasound	1
2	Ice making Machine (50 KGS) with RO	1
3	2 Section motorized Treatment couch	1
4	Extra Corporeal Shockwave Therapy Unit	1
5	High Power Laser Unit	1
6	Portable Ultrasound	1
7	Rehab and Wellness Station/Thera Band Station	1
8	2 Channel Heat Therapy Unit with Vibration + Magnetism	1

Part II: Required Delivery Schedule:

Required Delivery Schedule: Stores are required within 45 days from date of signing of contract. However, the Bidders may quote their earliest delivery period from the date of signing of Contract. Time is essence of Contract. The Supplier is requested to deliver goods within the Delivery Period and the date of delivery at Consignee site will be considered as actual date of delivery.

Part III :Required Terms of Delivery:

a) For goods manufactured in India

Free Delivery at Consignee Site.

Part-IV: Consignee Details:

Director, Directorate of Sports & Youth Affairs, Jawaharlal Nehru Stadium, Polo Ground, Shillong 793001	E-mail: megkisce.rfp.equip2@gmail.com
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SECTION - VI
TECHNICAL SPECIFICATIONS

A. Strength & Conditioning Equipment

Strength & Conditioning Equipment (Strength)	
S.No.	Item Name with Specification
1	Plate Loaded Systems - T bar Row
	<ul style="list-style-type: none"> <input type="checkbox"/> L 150 x W 50 x 70 cm or more; <input type="checkbox"/> Weight : 55 kg or more; Ergonomically designed handle for better control and movement; <input type="checkbox"/> High-density padding/cushioning for user; <input type="checkbox"/> plate loaded system (preferable free weight system with sufficient bar length for loading weight plates (200 kg or more)); <input type="checkbox"/> system should be stable enough to sustain the load as well as remain balanced during exercise; <input type="checkbox"/> system should be structurally robust and sturdy without any sharp/pointed edges/surfaces for user safety
2	Linear Leg Press
	<ul style="list-style-type: none"> <input type="checkbox"/> L 80 x W 100 x H 80 in cm or more; <input type="checkbox"/> adjustable seat with locks and high density padding; <input type="checkbox"/> Machine weight: 80 kg or more; <input type="checkbox"/> Loading weight: 200 kg or more; <input type="checkbox"/> capability to restrict range of motion for different users; <input type="checkbox"/> prestart lever; collar for weight plates (400 kg or more); <input type="checkbox"/> system should be stable enough to sustain the load as well as remain balanced during exercise; <input type="checkbox"/> system should be structurally robust, <input type="checkbox"/> sturdy and corrosion resistant without any sharp/pointed edges/surfaces for user safety
3	Leg Extension
	<ul style="list-style-type: none"> <input type="checkbox"/> L 100 x W 100 x H 100 in cm or more; <input type="checkbox"/> Machine weight: 70 kg or more; <input type="checkbox"/> Max load: 150 kg or more; <p>Adjustable backpad and should be able to comfortably accommodate users of different heights</p> <ul style="list-style-type: none"> <input type="checkbox"/> tibial padding with adjustable length; high density padding for seat, back rest and tibial padding; plate loaded system preferably side loaded; system should be stable enough to sustain the load as well as remain balanced during exercise; <input type="checkbox"/> system should be structurally robust, sturdy and corrosion resistant without any sharp/pointed edges/surfaces for user safety
4	Calf
	<ul style="list-style-type: none"> <input type="checkbox"/> L 100 x W 60 x H 100 in cm or more; <input type="checkbox"/> ergonomically designed for natural plantar flexion; <input type="checkbox"/> Weight: 50 kg more; <input type="checkbox"/> Load: 150 kg or more; <p>Adjustable paddings to fit users of different heights</p> <ul style="list-style-type: none"> <input type="checkbox"/> high density padding for seat, back rest and thigh padding; <input type="checkbox"/> plate loaded system preferably side loaded; <input type="checkbox"/> system should be stable enough to sustain the load as well as remain balanced during exercise; <input type="checkbox"/> system should be structurally robust, sturdy and corrosion resistant without any sharp/pointed edges/surfaces for user safety

5	Standing Leg curl
	<input type="checkbox"/> L 100 x W 90 x H 100 in cm or above; <input type="checkbox"/> weight: 100 kg or more; <input type="checkbox"/> load: 100 kg or more; Standing leg curl similar to running action; dual/separate single leg foot plates; <input type="checkbox"/> plate loaded system; <input type="checkbox"/> system should be stable enough to sustain the load as well as remain balanced during exercise; <input type="checkbox"/> system should be structurally robust, sturdy and corrosion resistant without any sharp/pointed edges/surfaces for user safety
6	Cable cross over
	<input type="checkbox"/> L 150 x W 85 x H 200 in cm or more; <input type="checkbox"/> multiple pulleys to accommodate varied angle pulls (at least 6 pulleys facilitating angular varied direction pulls at the delivery end); <input type="checkbox"/> two opposite adjustable pulleys for both upper and lower body workouts; <input type="checkbox"/> independent weight stacks (80 - 100 kg) on each side; <input type="checkbox"/> multiple handle attachments for varied workouts; <input type="checkbox"/> equipment should be stable and balanced to avoid any injury to the users; <input type="checkbox"/> provision for attachment of various bars for body weight workouts e.g., pull ups, leg raises, etc; <input type="checkbox"/> high quality or aircraft cables with high tensile strength (for 600 kg or more); <input type="checkbox"/> system should be stable enough to sustain the load as well as remain balanced during exercise; system should be structurally robust, sturdy and corrosion resistant without any sharp/pointed edges/surfaces for user safety
7	Olympic Barbells Set
	<input type="checkbox"/> Bars – 4 men, 4 women <input type="checkbox"/> Men Bar dimensions 1.2 knurling, 415 mm loadable sleeve, needle bearings, 20 kg weight, length 2200 mm, 28 mm bar diameter, sleeve diameter 50 mm, max load 1500 kg, Grip markings, engineered perfect rotation under load, chrome quoted <input type="checkbox"/> Women Bar dimensions 1.2 knurling, 320 mm loadable sleeve, needle bearings, 15 kg weight, length 2010 mm, 25 mm bar diameter, sleeve diameter 50 mm, max load 1500 kg, Grip markings, engineered perfect rotation under load, chrome quoted
8	Dumb bells set along with Rack
	1. Weights up to 40 kg starting from 2.5 kg (Total set of 195 kg x 2 = 390 kg) or in pounds (relatively equivalent weight) 2. Chrome plated <input type="checkbox"/> Standard Dumb bell Rack – Two tier <input type="checkbox"/> Metallic/Rubber, preferably TPR DB rubber <input type="checkbox"/> Robust and safe rack finish with steel finish.
9	Kettle Bell
	<input type="checkbox"/> 4, 6,8,10, 12, 14, 16, 18, 20 kg or in lbs (relatively equivalent weight) <input type="checkbox"/> Rubberised base and steel handle <input type="checkbox"/> Optimum handle circumference <input type="checkbox"/> Weights colour coded with weight measures marked with precision
10	Angle professional bar
	<input type="checkbox"/> Sleeves diameter - 50 mm 2 in <input type="checkbox"/> Bar diameter-25 mm <input type="checkbox"/> Tensile strength-57420 PSI <input type="checkbox"/> Knurling-medium Surface treatment-Surface treatment: chrome
11	Fitness bar Dummy) 2010mm

	<input type="checkbox"/> Sleeves diameter- 50 mm 2 in <input type="checkbox"/> Bar diameter-28 mm <input type="checkbox"/> Tensile strength-160000 PSI <input type="checkbox"/> Knurling-light Surface treatment- Surface treatment: copper – nickel - chrome
12	Trap Bar
	<input type="checkbox"/> Sleeves diameter-50 mm 2 in <input type="checkbox"/> Knurling-hard grip <input type="checkbox"/> Chrome plated Crafted hand grip
13	Leg Press – Vertical Machine
	<input type="checkbox"/> L 100 x W 100 x H 150 in cm or more; <input type="checkbox"/> Max load: 200 kg or more; <input type="checkbox"/> multi-collar sleeve for loading weight more than 200 kg; <input type="checkbox"/> adjustable footplate starting height to suite different size athletes; <input type="checkbox"/> system should be stable enough to sustain the load as well as remain balanced during exercise; <input type="checkbox"/> ergonomic design to distribute weight of both legs; system should be structurally robust, sturdy and corrosion resistant without any sharp/pointed edges/surfaces for user safety
14	Leg Press – horizontal machine
	<input type="checkbox"/> L 100 x W 100 x H 150 in cm or more; <input type="checkbox"/> Max load: 200 kg or more; <input type="checkbox"/> multi-collar sleeve for loading weight more than 200 kg; <input type="checkbox"/> adjustable footplate starting height to suite different size athletes; <input type="checkbox"/> system should be stable enough to sustain the load as well as remain balanced during exercise; <input type="checkbox"/> ergonomic design to distribute weight of both legs; system should be structurally robust, sturdy and corrosion resistant without any sharp/pointed edges/surfaces for user safety
15	Glute machine
	<input type="checkbox"/> Dimensions: 120 x 90 x 180 cm or more; <input type="checkbox"/> machine weight: 100 kg or more; <input type="checkbox"/> stack weight: 70-100 kg or more; <input type="checkbox"/> comfortable high density padded support structures for user; <input type="checkbox"/> ergonomically positioned and designed elbow pads, handles and supports to accommodate different users; adjustable height; c sharp/pointed edges/surfaces for user safety <input type="checkbox"/> compatible for varied knee range of motion; <input type="checkbox"/> system should be stable enough to sustain the load as well as remain balanced during exercise; <input type="checkbox"/> ergonomic design to distribute weight on both legs; <input type="checkbox"/> system should be structurally robust, sturdy and corrosion resistant without any
16	Solid glute ham machine
	<input type="checkbox"/> Dimensions: 85 x 80 x 120 cm or more; <input type="checkbox"/> machine weight: 80 kg or more; comfortable high density padded support structures for user; <input type="checkbox"/> ergonomically positioned and designed elbow pads, foot/leg pads, handles and supports to accommodate different users; <input type="checkbox"/> system should be structurally robust, sturdy and corrosion resistant without any sharp/pointed edges/surfaces for user safety
17	Reverse hyper extension machine- plate loaded

	<ul style="list-style-type: none"> • Dimensions: 100 x 80 x 120 cm or more; • machine weight: 80 kg or more; • stack weight: 80 kg or more; • comfortable high density padded support structures for user; • ergonomically positioned and designed elbow pads, foot/leg pads, handles and supports to accommodate different users; • adjustable height; compatible for varied range of motion for different users; • system should be stable enough to sustain the load as well as remain balanced during exercise; • system should be structurally robust, sturdy and corrosion resistant without any sharp/pointed edges/surfaces for user safety
18	Adjustable Bench
	<ul style="list-style-type: none"> • L 90 x W 50 x H 44 cm or more (preferably adjustable height is required); • 0, 15, 30, 45, 60 and 75 degree inclination (preferable upto 90 degrees); • weight: 30 kg or more; • comfortable high density padded bench; • system should be stable enough to sustain the load as well as remain balanced during exercise; • system should be structurally robust, sturdy and corrosion resistant without any sharp/pointed edges/surfaces for user safety
19	Incline Bench with stand
	<ul style="list-style-type: none"> • L 150 x W 100 x H 125 in cm or more; • Olympic Incline bench with footplates for extra support; support stand with strong base for barbell stack along with locks/hooks; • spotter platform along with stand; high density padding on bench for comfort and safety of the user; • machine weight: 70 kg or more; • system should be stable enough to sustain the load as well as remain balanced during exercise; • system should be structurally robust, sturdy and corrosion resistant without any sharp/pointed edges/surfaces for user safety
20	Weight Plates
	<ul style="list-style-type: none"> • Rubberized weights – The whole weight should be rubberized and standard size and circumference of Olympic barbell requirements • The inner ring of disc may be steel facilitate well with the bar circumference • Weights to be colour coded as per Olympic standard • Discs range from 34mm to 64mm; the 10kg disc is 34 mm, the 15kg disc is 42mm, the 20kg disc is 54 mm and the 25 kg disc is 64 mm in width. • rubberized standardized weight plate sets 0.5, 1 kg, 2 kg, 2.5 kg, 5 kg, 10 kg, 15 kg, 20 kg, 25 kg <p>Also known as bumper weight plates</p>
21	Weight jackets
	<input type="checkbox"/> Weighted Vest 12lbs/ 20lbs/ 40lbs/ 50lbs/ 60lbs <input type="checkbox"/> with Shoulder Pads Option

22	Olympic platform
	<input type="checkbox"/> 2.5m Wide by 2m Deep Platform with Steel Frame <input type="checkbox"/> Heavy-Duty Bamboo Wood Centre <input type="checkbox"/> Recycled Premium Rubber Sides <input type="checkbox"/> Power Band Pegs <input type="checkbox"/> 30mm Platform Depth <input type="checkbox"/> Height: 32cm <input type="checkbox"/> Width:256.5cm <input type="checkbox"/> Length:206.5cm <input type="checkbox"/> Max User Weight:500kg Material: Steel Frame/Rubber/Bamboo Centre

Strength & Conditioning Equipment (Power)	
S.No.	Item Name with Specification
1	Plyometric boxes
	<input type="checkbox"/> 12, 18, 24, 30, 36, 42, 48, 54, 60, 66, 72 cms height <input type="checkbox"/> Soft landing material on top <input type="checkbox"/> 2 x 3 feet landing base on a sturdy and stable base
2	Trampoline – single
	<input type="checkbox"/> Trampoline Weight - 10 kg <input type="checkbox"/> Dimensions - 40" diameter <input type="checkbox"/> Commercial grade rebounder Maximum user weight:125kg
3	Power Rack
	<input type="checkbox"/> Product Weight: 200 kg or more; <input type="checkbox"/> weight-lifting platform as per the cage size; <input type="checkbox"/> additional weight plate collars on the rack; <input type="checkbox"/> supportive bench press - bench; <input type="checkbox"/> multi grip pull up bars; system should be stable enough to sustain the load as well as remain balanced during exercise; <input type="checkbox"/> system should be structurally robust, sturdy and corrosion resistant without any sharp/pointed edges/surfaces for user safety

Strength & Conditioning Equipment (Miscellaneous)	
S.No.	Item Name with Specification
1	Box/ rack for stacking barbells
	<input type="checkbox"/> Steel rack <input type="checkbox"/> Holds 10 -15 barbells. <input type="checkbox"/> Upright design provides more ergonomically correct racking of barbells.
2	BOSU BALL
	<input type="checkbox"/> Product diameter – 65cm or 26” <input type="checkbox"/> Maximum user weight limit – 350 lbs.
3	FMS Kit
	<input type="checkbox"/> Lightweight, <input type="checkbox"/> self-contained Test Kit includes measuring device, <input type="checkbox"/> hurdle and measuring stick.
4	Y balance test

	<input type="checkbox"/> Measuring pre and post rehabilitation performance, <input type="checkbox"/> improvement after performance enhancement programs, <input type="checkbox"/> dynamic balance for fitness programs,
5	Electronic weighing machine and stadiometer
	<input type="checkbox"/> Accurate and reliable weight and height measuring system with Digital output and preferably with option for data export
6	Sliding board
	<input type="checkbox"/> Nylon socks for sliding <input type="checkbox"/> Solid plastic base material <input type="checkbox"/> 16 x 3 feet with 1 cm thickness
7	Medicine ball
	<input type="checkbox"/> 1,2,3,4,5,6,7,8,9,10 kg – <input type="checkbox"/> solid unbreakable rubberized material <input type="checkbox"/> colour coded
8	Skills tool kit
	<p>The kit may contains the following items:</p> <input type="checkbox"/> Foam Roller (4 pc) <input type="checkbox"/> Mobility Stick (4 pc) <input type="checkbox"/> Jump Rope (4 pc) <input type="checkbox"/> Balance Pad (2 pc) <input type="checkbox"/> Balance Dome (1 pc) <input type="checkbox"/> Power Band (5 set) <input type="checkbox"/> Cones (8 pc) <input type="checkbox"/> Swiss Ball (15 pc) (55,65,75 Cms each 5 Pieces) with anti-brust technology and safety features <input type="checkbox"/> Medicine Ball 6 kg (2 pc) <input type="checkbox"/> Medicine Ball 9 kg (2 pc) <input type="checkbox"/> Slam Ball 5 kg (2 pc) <input type="checkbox"/> Slam Ball 10 kg (2 pc) <input type="checkbox"/> Speed Ladder (1 pc) <input type="checkbox"/> Storage + Accessory Storage Rope + Accessory Storage Stick (1 pc)
9	Step up boards
	<input type="checkbox"/> Step platform <input type="checkbox"/> Supports 250 kg, <input type="checkbox"/> adjustable height, 90 cm x 35 cm

B. Physiotherapy Equipment

<i>Sl. No.</i>	<i>Item</i>
1	Combination Therapy equipment with electrotherapy and ultrasound
2	Ice making Machine (50 KGS) with RO
3	2 Section motorized Treatment couch

4	Extra Corporeal Shockwave Therapy Unit
5	High Power Laser Unit
6	Portable Ultrasound
7	Rehab and Wellness Station/Thera Band Station
8	2 Channel Heat Therapy Unit with Vibration + Magnetism

PART-3 CONTRACT

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

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SECTION - VII - A

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

- a) 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. Use of contract documents and information

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

3. Intellectual Property Rights/Patent Rights

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

4. Country of Origin

- a) All goods and services to be supplied and provided for the contract shall have the origin in India.
- b) The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.
- c) The country of origin may be specified in the price schedule.

5. Performance Security

- a) As guarantee for the due performance, observance and fulfillment of all obligations, terms, conditions, representations, warranties and covenants of the Supplier under the Bidding Documents within 21 days from the date of the issue of notification of award by the purchaser, the Supplier shall furnish Performance guarantee to the Purchaser for an amount equivalent to ten per cent (10%) of the total value of the contract prior signing of this contract.
- b) Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty period of 2 years from the date of acceptance of the items by the consignee(s).
- c) Supplier may furnish performance guarantee in the form of an account payee Demand Draft, Fixed Deposit Receipt from a commercial bank, Bank Guarantee from a Commercial bank in an acceptable form in the format at **Section VIII (B)**, safeguarding the Purchaser's interest in all respects.

Khelo India State Centre Of Excellence

Meghalaya Rural Bank

No.87011063086,

IFC-Code -SBINORRMEGB.

- d) In the event of any amendment issued to the contract regarding extension of delivery period, the supplier shall, within 15 days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the amended contract.
- e) Bid security will be refunded to the successful bidder on receipt of Performance Security.
- f) 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.
- g) 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 favor of the Purchaser.
- h) Performance Security shall be forfeited and credited to the accounts of Directorate of Sports & Youth Affairs, Government of Meghalaya, in the event of a breach of contract by the supplier, 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.
- i) Supplier agrees that the decision of Purchaser in respect of any forfeiture/invocation/adjustment of the Performance Security will be final and binding on the Supplier. Purchaser shall be entitled, without any limitation or interference, to forfeit/invoke/adjust the Performance Security, as set out in this Section. Upon

forfeiture/invocation/adjustment of the Performance Security as aforesaid, the Supplier shall replenish the Performance Security to their original amounts within 7 days from the date of such forfeiture/invocation/ adjustment. In case of any delay or failure in replenishing the Performance Securities as set forth in the foregoing sentence, Purchaser reserves its rights to terminate the Bidding Documents without any further notice to the Supplier at the cost and liability of the Supplier.

6. Technical Specifications and Standards

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.

7. Packing and Marking

- a) 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.
- b) Unless otherwise mentioned in the Technical Specification under Section VI, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:-
 - (i) Contract number and date
 - (ii) Brief description of the goods including quantity
 - (iii) Packing list reference number
 - (iv) Country of origin of the goods
 - (v) Consignee's name and full address and
 - (vi) Supplier's name and address

8. Inspection, Testing and Quality Control

- (i) The Contractor should satisfy himself that the stores/goods are in accordance with the terms of the Contract and fully conform to the required specification by carrying out a thorough pre-inspection of each lot of the stores/goods before actually delivering the same to the consignee.
- (ii) In normal course the Stores/goods will be supplied by the contractor on the basis of Manufacturers own Pre-despatch Inspection Certificate. However, purchased goods accepted by the purchaser/consignee and/or its authorized representative during inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the Warranty Clause -14 of GCC.
- (iii) The Purchaser and/or its nominated representative(s) may, 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). However, if no pre-inspection has been carried out by the purchaser, it shall have the right to inspect the same at its own premises as provided in below provisions.

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

9. Terms of Delivery

- i. Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract.
- ii. The supplier/contractor is required to complete the supplies within the stipulated delivery period. Time shall be the essence of the Contract. However, in case contractor fails to complete the entire/ part quantity of supplies within the stipulated delivery period, the purchaser, at its discretion, may grant extension in delivery period for unsupplied quantity. Such extension in delivery if granted shall be subject to the following:-
 - a) The supplier/Contractor shall pay and purchaser will recover liquidated damages from the contractor as per contract or as may be indicated by the purchaser as per its prevailing policies.
 - b) No increase in price on account of any statutory increase in or fresh imposition of GST and freight charges/demurrage charges or on any

account of any other taxes, levies or duty leviable in respect of the equipment specified in the contract, which takes place after the date of delivery period stipulated in the said contract, shall be admissible on such of the equipment as are delivered after said date.

- c) Notwithstanding any stipulation in the contract for increase in price on any other ground no such increase which takes place after the delivery date stipulated in the contract shall be admissible on such of the equipment as are delivered after the said date.
- d) The purchaser shall be entitled to the benefit of any decrease in price on account of deduction in statutory levies, GST and duties or on account of any other ground which takes place during the currency of the contract and/ or after the expiry of the delivery date stipulated in the contract.

10. Insurance:

- (i) 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:
 - a) As the Agreement is a case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores/goods duly insured for an amount equal to 110% of the value of the goods from ware house to ware house (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.
 - b) If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will be got extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee without any reason, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actual will be reimbursed.

11. Spare Parts

Bidder should confirm adequate availability of spare parts and ensure it to make available to the purchaser as and when requirement is raised by the purchaser and after sales service in India for a period of **10years** after the date of delivery of the stores.

12. Incidental services:

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 to start immediately but not later than 15 days after successful installation of the equipment.

- iv) Supplying required number of operation & maintenance manual for the goods as may be updated from time to time.
- v) Providing comprehensive maintenance

13. Despatch Documents for Goods:

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

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

- 1) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- 2) Consignee Receipt Certificate as per Section VIII C in original issued by the authorised representative of the consignee.
- 3) Two copies of packing list identifying contents of each package;
- 4) Inspection certificate issued by the designated inspection agency, if any
- 5) Certificate of origin;
- 6) Insurance Certificate as per GCC Clause.
- 7) Manufacturers/Supplier's warranty certificate & In-house inspection certificate.

14. Warranty

- (i) 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.
- (ii) The supplier warrants comprehensively that the goods supplied under the contract is/are new, unused and incorporate all recent/latest improvements in design and materials unless prescribed otherwise by the Purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods under the conditions prevailing in India.
- (iii) 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 equipment after the goods or any portion thereof, as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser/consignee in terms of the contract. The supplier shall promptly repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods

after providing their replacements and no claim, whatsoever shall lie on the Purchaser for such replaced parts/goods thereafter on any account whatsoever .

- (iv) 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.
- (v) Supplier shall carry sufficient inventories at site to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Purchaser promptly on receipt of order from the purchaser.
- (vi) The purchaser/consignee reserves the rights to enter into Comprehensive Annual Maintenance Contract between Consignee and the Supplier for the period as mentioned in Section VIII (A) (II). Technical specification after the completion of warranty period.
- (vii) The supplier and the CAMC provider shall ensure continued supply of the spare part for the machines and equipment supplied by them to the purchaser for **seven** years including warranty period.
- (viii) An UP TIME warranty of 95% during the warranty should be provided. Down time above 5% per year will extend the warranty period by double the down time period.

15. Assignment

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

16. 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.

17. Taxes and Duties.

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

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

the receipt obtained for such payment to the Purchaser to enable the Purchaser reimburse the supplier and take other necessary action in the matter.

18. Terms and Mode of Payment

(i) 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:

Payment for goods manufactured 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 and inspection of goods in good condition (including installation & commissioning) and upon submission of the following documents:

- (i) Suppliers certificate that the amount shown in the invoice are correct in terms of the contract and that all terms and conditions of the contract have been complied with.
- (ii) Four copies of Supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (iii) Acceptance Certificate, as per Section VIII (C) in original issued by the authorized representative of the consignee;
- (iv) Two copies of Packing list identifying contents of each package;
- (v) Inspection Certificate issued by the nominated inspection agency, if any.
- (vi) Insurance certificate as per GCC Clause 10.
- (vii) Certificate of origin

(ii) Payment for Comprehensive Annual Maintenance Contract Charges:

The Purchaser/Consignee will enter into Comprehensive Annual Maintenance Contract with the supplier at the rates as stipulated in the Contract. The payment of CAMC charges will be made on quarterly basis after satisfactory completion of said period, duly certified by the consignee. An UPTIME warranty of 95% during the CAMC should be provided. Down time above 5% per year will extend the warranty period and CAMC period by double the down time period. The Supplier will provide at-least quarterly pre-maintenance services in the year in addition to attending to the emergency breakdown calls during the CAMC period.

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

- (i) The supplier shall not claim any interest on payments under the contract.
- (ii) 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.
- (iii) Irrevocable & non – transferable LC shall be opened by the Directorate of Sports & Youth Affairs, Government of Meghalaya. 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.

- (iv) The payment shall be made in the currency / currencies authorized in the contract.
- (v) While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of supplier for claiming that payment has been fulfilled as required under the contract.
- (vi) While claiming reimbursement of taxes etc. From the purchaser/consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, if (the supplier) shall refund to the Purchaser/Consignee forthwith.
- (vii) 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.
- (viii) 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 (F).

19. Delay in the supplier's performance.

- (i) The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed no later than the date (s) as specified in the contract.
- (ii) 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.
- (iii) Subject to the provision of Force Majeure under GCC clause 24, any delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following actions:
 - (iv)
 - (i) Imposition of Liquidated Damages,
 - (ii) Forfeiture of its Performance Security and
 - (iii) Termination of the Contract for default.
- (v) 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.
- (vi) In case, Performa Invoice submitted by supplier is found to be deficient, because of which purchaser is unable to open the letter of credit, delay shall be to the account of supplier & purchaser shall deduct liquidated damages as per clause 20 of General Condition of Contract.

- (vii) When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter-alia contains the following conditions:
- (a) The Purchaser shall recover from the supplier, under the provisions of the clause 20 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 Goods and Service Tax and Works Contract Tax or on account of any other tax or duty/levy which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
 - (c) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Goods and Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
- (viii) The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.
- (ix) **Passing of Property**
- a) The property in the goods shall not pass to the purchaser unless and until the goods have been delivered to the consignee and thereafter inspected and accepted in accordance with the conditions of the contract.
 - b) Where there is a contract for sale of specific goods and the supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.
 - c) Unless otherwise agreed, the goods remain at supplier's risk until the property therein is transferred to the purchaser.

20. Liquidated damages

- (i) Subject to the provision of Force Majeure under GCC clause 24, 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. Once the maximum is reached purchaser/consignee may consider termination of the contract as per 21 of GCC and initiate remedies available under law for the loss and damage caused to the purchaser.

- (ii) In the event of delay in submission of proforma Invoice, the delay shall be to the account of supplier & Purchaser shall deduct Liquidated damages as per Clause 20 of General Condition of Contract. Proforma Invoice should be strictly as per the terms & conditions mentioned in Notification of Award/Tender Conditions.
- (iii) Proforma Invoice submitted by supplier is found to be deficient, because of which purchaser is unable to open the letter of credit, delay shall be to the account of supplier & purchaser shall deduct liquidated damages as per clause 20 of GCC.

21. Termination for default

- (i) 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.
- (ii) In the event of Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub clause 21 above, the Purchaser/Consignee may procure goods and / or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure and costs, if any incurred by the purchaser/consignee for arranging such procurement.
- (iii) Unless otherwise instructed by the purchaser, the supplier shall continue to perform the contract to the extent not terminated.

22. Notice

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

23. 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.

24. Force Majeure

- (i) 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.
- (ii) 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.

- (iii) 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.
- (iv) 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.
- (v) 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.

25. Termination for convenience

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

26. 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.

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

28. Disputes

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

29. Applicable Law

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

30. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders:

The purchaser will take into account also the additional factors, if any, incorporated in tender document in the manner and to the extent indicated therein

Further to Section II- A (g) Scrutiny & Evaluation of Bids above, the purchaser's evaluation of a tender will include and take into account the following:

- (i) In the case of goods manufactured in India or goods of foreign origin already located in India, Goods and Services Tax, Works Contract Tax etc which will be contractually payable (to the bidder), on the goods and services; and
- (ii) All conditions as per DIPP order 04.06.2020 attached at Annexure A will be applicable and shall all purposes be considered a part of the contract and the main points for participation are as defined below:

As per 3 (a) of this circular, only Class I Local Supplier will be eligible to bid in this IFB.

As defined in the order,

Class I Local Supplier means a supplier or service provider whose goods, services or works offered for procurement has local content equal to or more than 50%
&

Class II Local Supplier means a supplier or service provider whose goods, services or works offered for procurement has local content more than 20% but less than 50%.

As per 9 (a) of the above order, the Class I & II local supplier are required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for Class I/II local supplier as the case may be. They shall also give details of locations at which the local value addition is made.

In case the procurement is above 10 cr. Certification as per 9(b) of the order will be applicable.

Purchase Preference as per 3(A) (b) of the above order:

- (i) If L1 (Lowest Responsive Bidder) is Class I Local Supplier, the contract for full quantity will be awarded to L1.
- (ii) If L1 bid is not a 'Class-I local supplier', 50% of the order shall be awarded to L1. Thereafter, the lowest bidder among the Class-I local supplier will be invited to match the L1 price for remaining 50% quantity, subject to the Class -I local supplier's price falling within the margin of purchase preference (20%), and contract for that quantity will be awarded to such Class-I local supplier subject to matching the L1 price. In case such lowest eligible L1 Class -I local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher Class -I local supplier within 20% of the L1 price will be invited to match the L1 price for remaining quantity and so on, and the contract will be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity will also be ordered on the L1 bidder.
- (iii) The condition of prior turnover and prior experience may be relaxed for Start-ups (Rule 173 (i) of GFR, 2017) (As defined by Department of Industrial Policy and Promotion) subject to meeting of quality and technical specification and making suitable provisions in the bidding document. The quality and technical parameters are not to be diluted.

SECTION – VIII (A)
(I) CONTRACT AGREEMENT
DIRECTORATE OF SPORTS & YOUTH AFFAIRS
GOVERNMENT OF MEGHALAYA

Contract No _____ Dated _____

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

1. Name & address of the Supplier (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:

- (i) General Conditions of Contract;
Special conditions of the contract;
- (ii) Schedule of Requirements;
- (iii) Technical Specifications;
- (iv) Bid Form furnished by the supplier;
- (v) Price Schedule(s) furnished by the supplier in its Bid;
- (vi) Manufacturers' Authorisation Form (if applicable for this Bid);
- (vii) Purchaser's Notification of Award of Contract

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

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

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

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

(ii) **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 of 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 (A)
(II) CONTRACT AGREEMENT

DIRECTORATE OF SPORTS & YOUTH AFFAIRS
GOVERNMENT OF MEGHALAYA

Annual CM Contract No. _____ dated _____

Between _____ (Name and Address of Purchaser) _____

And _____ (Name and Address of the Supplier) _____

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

In continuation to the above referred contract

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

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

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

- a) Total value (in figure) _____ (in words) _____
- b) The CAMC shall commence from the date of expiry of all obligation under warranty i.e. from _____ (date of expiry of warranty) and will expire on _____ (date of expiry of CAMC)
- c) The cost of Annual Comprehensive Maintenance Contract (CAMC) which includes preventive maintenance and onsite maintenance in case of breakout or other complaints, labour and spares, after satisfactory completion of warranty period may be quoted for next _____ years as contained in the above referred contract on yearly basis for complete equipment.
- d) There will be 95% uptime warranty during CAMC period on 24 (hrs.) x 7 (days) x 365 (days) basis, with penalty, to extend CAMC period by double the downtime period.

- e) During CAMC Period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacture's service/technical/operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in _____months commencing from the date of the successful completion of warranty period preventive maintenance of the goods.
- f) The bank guarantee valid till _____ [(fill the date) 2 months after expiry of entire CAMC period] for an amount of Rs. _____ [(fill amount) equivalent to 2.5 % of the cost of the equipment as per contract] shall be furnished in the prescribed format given in Section _____ of the TE document, along with the signed copy of Annual CAMC within a period of 15 (fifteen) days of issue of Annual CAMC failing which the proceeds of performance security shall be payable to the purchaser.
- g) If there is any lapse in the performance of the CAMC as per contract, a penalty of 0.25% of the amount of performance security per incidence/per day subject to a maximum of 10 incidents shall be imposed, failing which the purchases/consignee reserves the right to terminate the contract.
- h) Payment terms: The payment of Annual CAMC will be made against the bills raised to the consignee by the supplier on quarterly basis after satisfactory completion of said period, duly certified by the HOD concerned. The payment will be made in Indian Rupees.

(Signature, name and address of the Purchaser)
For and on behalf of Director, Sports & Youth Affairs,
Government of Meghalaya

Received and accepted this contract

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

(Seal of the supplier)

Date: _____

Place: _____

SECTION – VIII (B)

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CAMC SECURITY

To

_____ ,

_____ .

WHEREAS _____ (Name and address of the supplier)
(Hereinafter called “the supplier”) has undertaken, in pursuance of contract
no _____ dated

_____ to supply (description of goods and services) (herein after called “the
contract”). AND WHEREAS it has been stipulated by you in the said contract that the
supplier shall furnish you with a bank guarantee by a scheduled commercial bank
recognized by you for the sum specified therein as security for compliance with its
obligations in accordance with the contract; AND WHEREAS we have agreed to give the
supplier such a bank guarantee;

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

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

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

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

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

.....
.....

Name and designation of the
officer

.....
.....

.....
.....

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

**SECTION – VIII (D)
CHECKLIST**

Name of the Bidder:

Name of the Manufacturer

Sl.NO.	Activity	Yes/No/NA	Page No. in the TE Document	Remarks
1.a	Have you enclosed EMD of required amount for the quoted schedules?			
b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section IV D?			
c.	In case Bank Guarantee is furnished, have you kept its validity of ____ days from Techno Commercial Tender Opening date as per Section I of IFB?			
2.a.	Have you enclosed duly filled Tender Form as per format in Section IV (C)?			
b.	Have you enclosed power of attorney/board resolution in favor of signatory?			
3.	Are you a SSI/MSE unit, if yes, have you enclosed certificate of registration issued by Directorate of Industries/NSIC/relevant authority.			
4.a	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specification?			
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviation?			
5.a	Have you submitted satisfactory performance certificate/ installation Reports as per the proforma for performance statement in Section III (B) of TE document in respect of all orders?			

b.	Have you submitted copy of the order (s) and end user certificate/installation Reports?			
6.	Have you submitted manufacturer's authorization as per Section IV (E)?			
7.	Have you submitted prices of goods, CAMC etc. in the price schedule as per Section IV (C)?			
8.	Have you kept validity of ___ days from the Techno Commercial Tender Opening date as per the TE Document?			
9.a	PAN No. as allotted by the Income Tax Department of Government of India?			
10.	Have you intimated the name and full address of your Banker (s) along with your account Number			
11.	Have you fully accepted payment terms as per TE document?			
12.	Have you fully accepted delivery period as per TE Document?			
13.	Have you submitted the certificate of incorporation?			
14.	Have you accepted the warranty as per TE Document?			
15.	Have you accepted terms and conditions of TE document and signed and stamped all the pages?			
16.	Have you furnished documents establishing your eligibility & qualification criteria as per the TE document?			
17.	Have you enclosed the Affidavit as per Section IV (J) of the TE Document?			

N.B

- 1. All pages of the Tender should be page numbered and indexed.*
- 2. The tenderer may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may fill up as NA.*
- 3. It is responsibility of tendered to go through the TE document to ensure furnishing all required documents in addition to above, if any.*

(Signature with date)

(Full name, designation & address of the person duly authorized sign on behalf of the tenderer)

For and on behalf of

(Name, address and stamp of the tendering firm)

SECTION – VIII (E)
CONSIGNEE LIST

Director Sports & Youth Affairs, J.N. Sports Complex, Polo Grounds, Polo Shillong -793001	E-mail: megkisce.rfp.equip2@gmail.com
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N.B:- The purchaser/consignee will ensure timely issue of CDEC, Road Permits & Entry Tax Exemption Certificates, wherever applicable to the suppliers.