

SPORTS AUTHORITY OF INDIA
NETAJI SUBHAS NATIONAL INSTITUTE OF SPORTS: PATIALA,
OLD MOTI BAGH-147001
Telephone: +91-0175- 2212070
Website: <http://nsnis.org/>& www.eprocure.gov.in/epublish/app
E-mail: nsnispatiala.sai@gov.in

Bidding Document

for

Procurement of Brand specific Weightlifting Shoes for Sports Authority of India NS NIS Patiala

Ref:IFB No. 09-02/290/2022-NCOE (NS NIS Patiala)

| | |
|------------------|---|
| Receipt of Bids: | The bids from the bidder should be in English and should consist of the documents stated below in Clause 6.1 and are to be submitted in password protected compressed folders at nsnispatiala.sai@gov.in |
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| | |
|--|---|
| Closing date & time for receipt of Bid | 4 November, 2022, 5:00 pm |
| Place of receipt of Bid | Netaji Subhas National Institute of Sports, Patiala 147001 |
| Time and date of opening of Bid | 4 November, 2022, 6:00 pm |

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SECTION-I- INVITATION FOR BID (IFB)

SPORTS AUTHORITY OF INDIA
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File No. 09-02/290/2022-NCOE (NS NIS Patiala)

INVITATION FOR BID (IFB)

1. Sports Authority of India, under ministry of Youth Affairs and Sports, Govt. Of India, invites online Bids for **Purchase of following Items (PAC basis) for Netaji Subhas National Institute of Sports Patiala, Old Moti Bagh, 147001:**

| S. No. | Name of Equipment / Items | Amount of Bid Security/EMD in Rs. (or equivalent foreignCurrencies) |
|---------------|--------------------------------------|--|
| 1 | Nike Romaleos -4 Weightlifting Shoes | Replaced with Bid securing Declaration as per Annexure IV (C) in line with Ministry of Finance, Department of Expenditure O.M. dated 12 th November, 2020 |

2. The password protected file may be submitted to **Sr. Executive Director, NETAJI SUBHAS NATIONAL INSTITUTE OF SPORTS: PATIALA, OLD MOTI BAGH-147001 (India) on or before) on mail id: nsnispatiala.sai@gov.in**
3. The Bid will be opened on 4th November, 2022.
4. In the event of any of the above-mentioned dates being declared as a holiday / closed day for the purchase organization, the Bids will be sold/received/opened on the next working day at the appointed time.
5. The Bidding Documents are not transferable.

Deputy Director (NCOE)

**For and on behalf of
Sr. Executive Director
NS NIS Patiala**

**To: Nike World Headquarters
Address: 1 One Bowerman Dr, Beaverton,
OR 97005 USA, Portland Contact Number: +1-5036716453
Email:- info@athletps.com**

PART-1 - BIDDING PROCEDURE

SECTION - II - INSTRUCTIONS TO BIDDERS (ITB)

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SECTION – II

INSTRUCTIONS TO BIDDER (ITB)

A. PREAMBLE

1. Introduction

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

2. Language of Bid

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

B. BIDDING DOCUMENTS

3. Content of Bidding Documents

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

4. Amendments to Bidding Documents

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

5. Clarification of Bidding Documents

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

C. PREPARATION OF BIDS

6. Documents Comprising the Bid

- 6.1. The Bid is being invited on Single Bid System with both Technical & Financial Bid to be opened together for evaluation of technically & commercial responsiveness of the offer. Bid shall comprise the following:

Technical Bid:

- a) Scanned copy of Bid Securing Declaration as per Section IV (C).
- b) Scanned copy of Bid Submission Form as per section IV (A) and Power of Attorney in favour of signatory of Bidding Documents.
- c) Bidder/ Agent who quotes for goods manufactured by other manufacturer shall furnish scanned copy of Manufacturer's Authorisation Form from manufacturer/authorised distributor of quoted goods, as per Section IV (D) (copy of authorisation to be enclosed).
- d) Scanned copy of Technical Specifications of quoted goods along with relevant documents like Technical Data, Literature, Corrigendum Drawing etc. and clause-by-clause commentary on the technical specifications the Bid Document (Section-VI) vis-a-vis of quoted goods, clearly stating compliance or any variation.
- e) Scanned copy of Pan and TAN Registration No.
- f) Scanned copy of GST Registration No.
- g) Scanned copy of Income Tax Return for last three Assessment years.
- h) 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.
- i) 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.
- j) Scanned copy of National Electronic Fund transfer (NEFT) Form as per Section IV (E) for payment in Indian Rupee, if applicable.
- k) Price Schedule(s) as per Form in Section-IV (B) filled up with all the details including Make, Model etc. of the goods offered.
- l) Declaration as per New GFR Clause, 144 (xi) „I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”
- m) Performa invoice from OEM with price.

6.2. It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all required documents in addition to above, if any.

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

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

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

7. Bid Currencies

7.1. The Bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees.

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

8. Bid Prices

- 8.1. The Bidder shall indicate on the Price Schedule provided under Section IV (B) all the specified components of prices shown therein. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a Bidder, same should be clarified as “NA” (means Not Applicable) by the Bidder.
- 8.2. The bidder shall be required to quote for all items along with quantity indicated in the Schedule.
- 8.3. The quoted prices for goods offered for domestic goods or goods of foreign origin located within India shall be quoted in the Price Schedule given under Section IV (B) (I). The quoted prices for goods to be imported from abroad, shall be quoted in the Price Schedule given under Section IV (B) (II).
- 8.4. While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:

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

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

Column 5(b &c): Any GST (% and corresponding value), which will be payable on the goods in India if the contract is awarded;

Column 5(d): Sum of the above two (5 (a) +5(c)) and will be the onsite price of the item(s) quoted.

- 8.4.2. For goods offered from abroad, the prices in the corresponding Price Schedule (IV (B) (II)) shall be entered separately in the following manner:

Column (e): The price of goods quoted FOB/FCA at port/airport of loading as indicated in the Schedule of Requirements. (Inclusive of Indian agency Commission)

Column (f): The price for Freight, Insurance, etc. till named port of destination for goods quoted indicated in the Schedule of Requirements.

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

Column (h): The charges for Custom clearance and handling; (Custom duty will be exempted as mentioned above)

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

Column (l): IGST % as applicable as for quoted Item during Custom clearance as per HSN code of the item.

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

8.5. Additional information and instruction on Duties and Taxes

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

8.5.2. Octroi Duty and Local Duties & Taxes

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

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

8.5.3. Customs Duty

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

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

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

9. Firm Price

9.1. The prices quoted by the Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

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

10. Alternative Bid-NA

11. Documents Establishing Bidder's Eligibility and Qualifications

11.1. Pursuant to ITB clause 6, the Bidder shall furnish, as part of its Bid, relevant details and documents establishing its qualifications to perform the contract if its Bid is accepted.

11.2. The documentary evidence needed to establish the Bidder's qualifications shall fulfil the following requirements:

a) In case the Bidder offers to supply goods, which are manufactured by some other firm, the Bidder has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The Bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section IV-A in this document.

b) The Bidder and manufacturer meet the qualification criteria incorporated in the Section III.

12. Bid Security

Bid Security/Earnest Money Deposit (EMD) is replaced with Bid Securing declaration as per Ministry of Finance, Department of Expenditure O.M. dated 12th November, 2020.

All bidders are required to upload along with the technical bid, a duly signed and sealed copy of Bid Securing declaration as per Section IV (C).

13. Bid Validity

13.1. The Bid shall remain valid for acceptance for a period of 90 days (Ninety days) after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected.

13.2. In exceptional cases, the Bidders may be requested by the Purchaser to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid.

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

14. Signing and Sealing of Bid

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

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

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

D. SUBMISSION OF BIDS

15. Submission of Bid

15.1. The bids from the bidder should be in English and should consist of the documents stated below in Clause 6.1 and are to be submitted in password protected compressed folders at nsnispatiala.sai@gov.in.

15.2. The password of the bid document Proposal shall not be mentioned anywhere in the email.

15.3. The password shall be required on the date of opening of Proposal which shall be communicated separately by the Applicants via email/Phone.

16. Late Bid: Not Applicable.

E. BID OPENING

17. Opening of Bids

- 17.1. The Purchaser will open the Bid at the specified date and time and at the specified place as indicated in the IFB in Section-I.
- 17.2. In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for the purchaser, the Bid will be opened at the appointed time and place on the next workingday.
- 17.3. Authorized representatives of the Bidder, who has submitted Bid on time may attend the Bid opening provided they bring with them letters of authority from the corresponding Bidder.

F. SCRUTINY AND EVALUATION OF BIDS

18. Preliminary Scrutiny of Bid

- 18.1. The Purchaser will examine the Bid to determine whether the same is complete, whether the documents have been properly signed, stamped and whether the Bid is generally in order.
- 18.2. Prior to the detailed evaluation of Price Bid, the Purchaser will determine the substantial responsiveness of Bid to the Bidding Document. For purposes of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents including Technical Specifications without material deviations. However minor deviation and /or minor irregularity and/or minor non-conformity in the Bid, the Purchaser may waive the same.
- 18.3. If a Bid is not substantially responsive, it will be rejected by the Purchaser.

19. Qualification Criteria – “Deleted”

20. Conversion of Bid currencies to Indian Rupees

- 20.1. In case the Bidding Document permits the Bidders to quote their prices in different currencies, all such quoted prices of the responsive Bidders will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the exchange rates of Reserve Bank of India available on their website available on the website, as on the date of „Price Bid“ opening.

21. Evaluation for total requirement

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

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

G. AWARD OF CONTRACT

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

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

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

24.1. At the time of awarding the contract or during the currency of the Contract, the Purchaser reserves the right to increase or decrease by up to twenty-five (25) per cent, the quantity of goods and services mentioned in the schedule (s) in the "Schedule of Requirements" (rounded off to next whole number) without any change in the unit and other terms & conditions quoted by the Bidder.

25. Notification of Award

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

25.2. The Notification of Award shall constitute the conclusion of the Contract.

26. Issue of Contract

26.1. Promptly after Notification of award, the Purchaser will mail the Contract Agreement as per Section VIII (A), duly completed and signed, in duplicate, to the successful Bidder by registered / speedpost.

26.2. The successful Bidder shall return the original copy of the contract, duly signed and dated, to the Purchaser by registered/speed post within five days from the date of issue of the contract.

26.3. The Purchaser reserves the right to issue the Notification of Award Purchaser wise and schedule wise.

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

27.1. Failure of the successful Bidder in providing Performance Security and / or returning contract copy duly signed in terms of ITB clauses 25 and 26 above shall make the Bidder liable for further actions by the Purchaser against it as per the clause 17 of GCC – Termination of default in Section -VII.

28. Corrupt or Fraudulent Practices

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

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

SECTION- III -QUALIFICATION CRITERIA

Not Applicable

SECTION – IV-(A) BID SUBMISSION FORM

Date _____

To

Sr. Executive Director
Netaji Subhas National Institute of Sports,
Old Moti Bagh, Patiala-147001

Ref: Your Bidding Document No. _____ dated _____

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

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

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

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

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

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

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

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

[Signature with date, name and designation]

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

[Name & address of the manufacturers]

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

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

Total Bid price in Rupees: _____

In words: _____

The above prices quoted are for supply, with warranty period of **Two-year** from the date of acceptance by Purchaser.

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

Place: _____

Date: _____

Signature of Bidder_

Name & Designation_

Business Address_

Seal of the Bidder_

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

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

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

| Schedule/ S. No. | Brief Description of Goods | HSN Code | Qty (Nos) | Country of Origin | Price per unit (Foreign Currency) | | | Price per unit (INR)** | | Total CIP Price | Total Pricequote din INR (excluding IGST) | Applicable IGST% <i>Indicate %</i> |
|------------------|----------------------------|----------|-----------|-------------------|--|---|-----------|------------------------------|--|-----------------|---|---------------------------------------|
| | | | | | FOB /FCA price at port/ airport of Loading | Freight, Insurance, etc. till named port of destination | CIP Price | Customs Clearance & Handling | Loading/ Unloading, Inland transportation, inland Insurance and Incidental costs till Purchaser's site | | | |
| (a) | (b) | (c) | (d) | (e) | (f) | (g)= e+f | (h) | (i) | (j)=g*c | (k)=(i+h)*c | (l) | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

Indian Agency Commission - _____% of FOB (to be included in above quoted prices) [Indian Agency Commission will be payable in INR]

Total Price on DDP basis at Consignee's site in INR for each item will be calculated as below for evaluation:

$Qty(c) * \{(g) - \text{Indian Agency Commission}\} * (\text{Forex Rate as on the date of bid opening}) * (1 + \text{Applicable IGST}\%) + h + i + \text{Indian agency Commission payable in INR}\}$

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

** To be paid in Indian Currency (Rs.)

Total Bid price (CIP Price) in foreign currency: _____

In words: _____

Total price of allied services at (i) & (h) quoted in INR(exclusive of IGST which will be paid at actuals): _____

In words: _____

The above prices quoted are for supply of equipment with warranty period of **Two Year** from the date of acceptance by Purchaser.

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

Indian Agent Name & Address (if any): _

PANNo.of Indian Agent: _____

Place: _____

Date: _____

Signature of Bidder _

Name & Designation _

Business Address _

Seal of the Bidder _

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

(III)

PRICE SCHEDULE FOR COMPREHENSIVE ANNUAL MAINTENANCE(CAMC)

For _____

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

Place:

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

Note:-

- a) Total value (in figure) _____ (in words) _____
- b) The CAMC commence from the date of expiry of all obligation under warranty (2 years from the date of installation) and will expire onafter
- c) The cost of Annual Comprehensive Maintenance Contract (CAMC) which includes preventive maintenance, labour and spares, after satisfactory completion of warranty period may be quoted for next 03 years as contained in the above referred contract on yearly basis for complete equipment.
- 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 03 months commencing from the date of the successful completion of warranty period preventive maintenance of the goods.
- f) All software updates/upgradation should be included in CAMC.
- g) The bank guarantee valid till 2 months after expiry of entire CAMC period for an amount equivalent to 2.5 % of the cost of the equipment as per contract] shall be furnished in the prescribed format given in the TE document, along with the signed copy of CAMC within a period of 21 (twenty one) days of issue of CAMC failing which the proceeds of performance security shall be payable to the purchaser/consignee.
- h) 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 purchaser/consignee reserves the right to terminate the contract.
- i) Payment terms: The payment of CAMC will be made against the bills raised to the consignee by the supplier on quarterly basis after satisfactory completion of said period, duly certified by the HOD concerned. **The payment will be made in Indian Rupees.**
- j) Total 3-year CAMC charges will be included in the total cost of the equipment for evaluation/ranking purpose.

SECTION – IV-(C)- BID SECURING DECLARATION FORM

Date: _____

Tender No. _____

To

Sr. Executive Director
Netaji Subhas National Institute of Sports Patiala
Old Moti Bagh,
Patiala147001.

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am/We are in a breach of any obligation under the bid conditions as below:

- a) withdraws/modifies/amends the submitted bid against this tender, impairs or derogates from the tender, during the period of bid validity specified in this tender.; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
 - (i) fail or refuse to execute the contract, or
 - (ii) fail or refuse to furnish the Performance Security, in accordance with the terms of this tender document.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder or upon

- (i) the receipt of your notification of the name of the successful Bidder and submission of required Performance Security, in accordance with the terms of this tender document; or
- (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)
in the capacity of: (insert legal capacity of person signing the Bid Securing Declaration)
Dated on _____ day of (insert date of signing)

Corporate Seal (where appropriate)

SECTION –IV-(D) -MANUFACTURER’S AUTHORISATION FORM

To

Netaji Subhas National Institute of Sports, Patiala
Old MotiBagh,
Patiala147001.

Dear Sirs,

Ref. Your Bidding Reference No _____, dated _____

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

We further confirm that no supplier or firm or individual other than Messrs.
_____ (*name and address of the above agent*) is authorised to submit
a Bid, process the same further and enter into a contract with you against your requirement as contained
in the above referred Bidding Documents for the above goods manufactured by us.

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

Yours faithfully,

[Signature with date, name and designation]

for and on behalf of Messrs _____

[Name & address of the manufacturers]

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

2. Original letter may be enclosed.

SECTION – IV-(E)- NEFT MANDATE FORM

From: M/s.

Date:

To

Sr. Executive Director
 Netaji Subhas National Institute of Sports, Patiala
 Old MotiBagh, Patiala 147001

Sub: NEFT PAYMENTS

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

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATE FORM

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

 [Signature with date, name and designation]

For and on behalf of Messrs _____

[Name & address of the manufacturers]

Confirmed by Bank

Enclosed a copy of Crossed Cheque

PART-2
SUPPLY REQUIREMENTS

SECTION – V- SCHEDULE OF REQUIREMENTS**Part I:**

| S. No. | Description of Article | Quantity | Warranty |
|---------------|--------------------------------------|---|---|
| 1 | Nike Romaleos -4 Weightlifting Shoes | 40 nos. UK Size 4 (1) no., UK Size 4.5 (2) no., UK Size 5 (3) no., UK Size 5.5 (2) no., UK Size 6 (4) no., UK Size 6.5 (5) no., UK Size 7 (5)no., UK Size 7.5 (1) no., UK Size 8 (4)no., UK Size 8.5 (1) no., UK Size 9 (8) no., UK Size 9.5 (2) no., UK Size 12(1) no. | As per company' spolicy (Minimum 1Year) |

Part II: Required Delivery Schedule:

a) For goods available in India.

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

b) For goods to be imported from abroad with terms of delivery of DDP Purchaser site Incoterms ® 2010.

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

Part III: Required Terms of Delivery.

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

Free Delivery at Consignee Site.

b) For goods to be imported from abroad

The foreign Bidders are required to quote their rates on DDP at Consignee site basis as per Incoterms ® 2010 giving breakup of the price as per the Performa prescribed in the Price Schedule in section IV. However, Customs Duty Exemption Certificate (CDEC) for imported sports goods/equipment as per Performa Invoice submitted in the tender will be provided by Netaji Subhas National Institute of Sports as per Govt. Of India Notification No. 146/94-Customs dated 13.07.1994 read with Notification No. 5/2010-Customs dated 19.01.2010, amended from time to time.

Part-IV: Consignee Details:

| | |
|------------|--|
| 1. Patiala | The Sr. Executive Director, Sports Authority of India, NSNIS, Old MotiBagh, Patiala Patiala - 147 001 E-mail: nsnispatala.sai@gov.in |
|------------|--|

SECTION-VI
TECHNICAL SPECIFICATIONS

SECTION – VI- TECHNICAL SPECIFICATIONS

| S. No. | Description of Article with Specification |
|-------------------|--|
| 1 | Nike Romaleos 4 |
| Usage/Application | Article Code- CD3463 Weightlifting Shoes |
| Gender | Unisex |
| Type | Weightlifting Shoes |
| Upper Material | Mesh |
| Sole Material | TPU + RUBBER |
| Closure | Lace-Up |

+

PART-3- CONTRACT

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

SECTION – VII- GENERAL CONDITIONS OF CONTRACT (GCC)

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SECTION – VII-
GENERAL CONDITIONS OF CONTRACT (GCC)

SECTION - VII

GENERAL CONDITIONS OF CONTRACT (GCC)

1. *Application*

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

2. *Country of Origin*

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

3. *Performance Security*

3.1. As security for the due performance, observance and fulfilment of all obligations, terms, conditions, representations, warranties and covenants of the Supplier under the Bidding documents, the Supplier shall furnish within 10 (10) days from date of the issue of Notification of Award by the Purchaser, the Supplier, shall furnish performance security to the Purchaser for an amount equal to three percent (3%) of the total value of the contract, valid up to sixty days after warranty period of (02) **two year** from the date of acceptance of the goods by the consignee.

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

3.3. In the event of any amendment issued to the contract, regarding extension of Delivery Period, the supplier shall, within five (05) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

3.4. The Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations subject to adjustment of all amounts/losses/damages/recoveries/penalties payable to the Purchaser and claims of Purchaser, there from.

3.5. Without prejudice to its other rights and remedies under any contract, law or equity (including without limitation Purchaser's right to terminate the Agreement for breach),

3.6. Purchaser shall be entitled to forfeit/invoke or otherwise adjust the Performance Security without notice to the Supplier, if the Supplier fails to perform or commits breach of any of its obligations or the terms and conditions of the Bidding Documents. For the avoidance of doubt, Purchaser may draw from the Performance Securities any costs, expenses, losses, damages or compensation arising out of any such breach/damage or failure.

4. *Technical Specifications and Standards*

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

5. *Packing and Marking*

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

6. *Inspection, Testing and Quality Control*

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

6.2. In normal course the Stores will be supplied by the Supplier on the basis of Manufacturers own Pre-despatch Inspection Certificate. However, purchased goods accepted by the Purchaser/consignee and/or its authorized representative during inspection in terms of the contract shall in no way dilute Purchaser's/consignee's right to reject the same later, if found deficient in terms of the Warranty Clause -11 ofGCC.

6.3. The Purchaser and/or its nominated representative(s) will, without any extra cost to the Purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications incorporated in the contract. The Purchaser shall inform the Supplier in advance, in writing, the Purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging of Purchaser and/or its nominated representative(s) will be borne by the Purchaser and/or its nominated representative(s).

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

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

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

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

7. *Terms of Delivery*

7.1. Goods shall be delivered by the Supplier in accordance with the terms of delivery specified in the contract. The required delivery schedule is mentioned at Part II of Section V

8. Insurance:

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

9. Incidental services:

- 9.1. Subject to the stipulation, if any, in Schedule of Requirements (Section – V) and the Technical Specification (Section – VI), the Supplier shall be required to perform the following services.
- i) Installation and Demonstration of the goods
 - ii) On Site Training of Purchaser’s Staff.
 - iii) Supplying required number of operation & maintenance manual for the goods
- 9.2. Where the Supplier is required to perform any of the services at a Purchaser’s Site, the Supplier shall ensure that after the performance of the services at the Purchaser’s site is reinstated to the condition prevailing on the date on which the services in question commenced.
- 9.3. Upon installation at the Purchaser’s site the Supplier shall ensure that it leaves the site in good and its original condition. The Supplier shall ensure that any necessary repairs are completed within 48 hours of completion of the installation and in accordance with Good industry practice. If the Supplier fails to comply with this clause, the Purchaser shall be entitled to organize for the necessary repairs to be carried out by a Third Party and the Supplier shall indemnify the Purchaser in respect of any costs reasonably incurred by it under this clause.
- 9.4. The Supplier will extend to the Purchaser the benefit of any guarantee or warranty which may have been given to the Supplier in respect of the Goods which it supplies.

10. Despatch Documents for Goods Imported from abroad:

- 10.1. The Supplier shall send all the relevant despatch documents well in time to the Purchaser to enable the Purchaser clear or receive (as the case may be) the goods in terms of the contract.
- 10.2. Within 24 hours of despatch, the Supplier shall notify the Purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents/information to them by registered post / speed post (or as instructed in the contract):
- (i) Four copies of supplier’s invoice showing contract number, goods description, quantity, unit price and total amount;
 - (ii) Original negotiable clean on-board Bill of Lading/Airway bill, marked freight pre- paid and four copies of non-negotiable Bill of Lading/Airway bill;

- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Insurance Certificate;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Manufacturer's own factory inspection report;
- (vii) Certificate of origin
- (viii) Name of Port of Loading;
- (ix) Name of Port of Discharge and
- (x) Expected date of arrival.

11. Warranty

- 11.1. The Supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent/latest improvements in design and materials unless prescribed otherwise by the Purchaser in the contract. The Supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 11.2. This warranty shall be as per company's policy (minimum 01 year) after the goods have been delivered at the final destination and accepted by the Purchaser in terms of the contract.
- 11.3. The Supplier shall, promptly repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The Supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Purchaser for such replaced parts/goods thereafter.
- 11.4. If the supplier, having been notified, fails to rectify/replace the defect(s) promptly, the Purchaser may proceed to take such remedial action(s) as deemed fit by the Purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the Purchaser may have against the supplier.
- 11.5. Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Purchaser promptly on receipt of order from the purchaser.

12. Prices

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

13. Taxes, Duties and Octroi.

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

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

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

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

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

14. Terms and Mode of Payment

14.1. Payment Terms

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

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

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

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

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

B) Payment for Imported Goods on DDP terms:

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

a) On Shipment

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

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

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

b) On Acceptance:

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

c) Payment of Indian Agency Commission:

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

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

15. *Delay in the supplier's performance.*

- 15.1. The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser as incorporated in the contract. The Supplier shall off load the goods as directed by the Purchaser.
- 15.2. In cases where Delivery Period is linked with date of opening of Letter of Credit, and in case the Letter of Credit is amended to make Letter of Credit as per contract, then in such cases the Delivery Period will be calculated from the date of amendment of Letter of Credit.
- 15.3. Subject to the provision of Force Majeure under GCC clause 19, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
 - (i) Imposition of Liquidated Damages,
 - (ii) Forfeiture of its Performance Security and
 - (iii) Termination of the Contract for default.
- 15.4. If at any time during the currency of the contract, the Supplier encounters conditions hindering timely delivery of the goods and performance of services, the Supplier shall promptly inform the Purchaser in writing about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 15.5. When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
 - (a) The Purchaser shall recover from the Supplier, under the provisions of the clause 16 of the General Conditions of Contract, liquidated damages on the goods and services,

which the Supplier has failed to deliver within the delivery period stipulated in the contract.

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

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

16. *Liquidated damages*

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

17. *Termination for default*

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

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

18. *Termination for insolvency*

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

19. *Force Majeure*

19.1. Notwithstanding the provisions contained in GCC clauses 16, 17 and 18, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of

the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

- 19.2. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.
- 19.3. If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 19.4. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 19.5. In case due to a Force Majeure event the Purchaser is unable to fulfil its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

20. Termination for convenience

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

21. Fall Clause

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

22. *Withholding and lien in respect of sums claimed*

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

23. *Resolution of disputes*

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

23.2. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the Purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/ Purchaser and a Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration, appointed to be the arbitrator by the Sr. Executive Director (National Institute of Sports). The award of the arbitrator will be final and binding on the parties to the Contract.

23.3. Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Patiala, India.

23.4. The courts of Patiala will have the exclusive jurisdiction to try the disputes.

24. *Applicable Law*

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

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

**SPORTS AUTHORITY OF INDIA,
NETAJI SUBHAS NATIONAL INSTITUTE OF SPORTS, PATIALA
OLD MOTI BAGH-147001.**

Contract No _____ dated _____

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

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

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

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

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

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

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

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

(Signature, name and address
of the purchaser's authorised official)
For and on behalf of Sr. Executive Director
Netaji Subhas National Institute of Sports, Patiala
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 SAI NS NIS, PATIALA

Annual CMC No. _____

Dated _____

Between _____ (Name and Address of Purchaser) _____

And _____ (Name and Address of the Supplier) _____

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

In continuation to the above referred contract

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

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

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

- a) Total value(in figure)_____ (in words)_____
- b) The CAMC shall commence from the date of expiry of all obligation under warranty i.e. from _____ (date of expiry of warranty) and will expire on _____ (date of expiry of CAMC)
- c) The cost of Annual Comprehensive Maintenance Contract (CAMC) which includes preventive maintenance and onsite maintenance in case of breakout or other complaints, labour and spares, after satisfactory completion of warranty period may be quoted for next _____ years as contained in the above referred contract on yearly basis for complete equipment.
- d) There will be 95% uptime warranty during CAMC period on 24 (hrs) x 7 (days) x 365 (days) basis, with penalty, to extend CAMC period by double the downtime period.
- e) During CAMC Period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/technical/operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once 03 months commencing from the date of the successful completion of warranty period preventive maintenance of the goods.

- f) All software updates should be provided free of cost during CAMC.
- g) The bank guarantee valid till _____ [(fill the date) 2 months after expiry of entire CAMC period] for an amount of Rs. [(fill amount) equivalent to 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.
- h) 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 purchaser/consignee reserves the right to terminate the contract.
- i) Payment terms: The payment of Annual CAMC will be made against the bills raised to the consignee by the supplier on quarterly basis after satisfactory completion of said period, duly certified by the HOD concerned. The payment will be made in Indian Rupees.

(Signature, name and address of
the Purchaser)

For and on behalf of
NS NIS PATIALA

Received and accepted this contract

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

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

(Seal of
the
supplier)

Date: _____

Place:

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

To

Netaji Subhas National Institute of Sports,
Old MotiBagh, Patiala-147001

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

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

and Contract No. _____

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

Beneficiary: NS NIS Patiala, Old MotiBagh, Patiala-147001

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number]

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

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

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

This Guarantee shall expire no later than the [insert number] day of [insert month][insert year], and any demand for payment under it must be received by us at this office on or before that date.

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

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

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

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

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

() () ()

Signatures of Inspection & Acceptance Committee Members

Counter signed by Head of the Centre

Date: _____

Place: _____

(Seal)

PRE CONTRACT INTEGRITY PACT

This pre-bid/pre-contract Agreement (hereinafter called “**this Integrity Pact**”) is made on

10.05.2022, between, Netaji Subhas National Institute of Sports, Patiala having its Head Office, East Gate Lodhi Road, New Delhi-110003 represented through Sr. Executive Director (Designation) (hereinafter called “the Institute”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/s _____ represented by _____, Chief Executive Officer herein after called the “bidder” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

(The party of the First Part and the party of the Second Part are hereinafter collectively referred to as the “Parties” and individually as the “Party WHEREAS the Institute proposes to procure Shimano Cycling shoes as mentioned in the RFP No. 09/1346/2022-NS NIS (Patiala- NCOEDivision bidder is willing to offer/has offered Shimano Cycling shoes as desired by the Institute in terms of the RFP;

WHEREAS the bidder is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the Institute is a statutory body established under the Act of Parliament;

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

- (i) enabling the Institute to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and
- (ii) enabling bidders to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Institute will commit to prevent corruption, in any form, by its officials by following transparent procedures.

AND WHEREAS the Parties hereto hereby agree to enter into this Integrity Pact on the terms and conditions mentioned hereinafter.

NOW IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Commitments of the Institute:

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

1.1 The Institute will, during the pre-contract stage, treat all Bidders alike and will provide to all bidders

the same information and will not provide any such information to any particular bidder which could afford an advantage to that particular bidder in comparison to other bidders.

- 1.2 All the officials of the Institute will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

1. Commitments of Bidders

- 1.1 Compliance of the Instructions of GOI/Guidelines of CVC/Others: The bidder undertakes that in case of its selection as the successful bidder, it shall perform its duties under the Contract in strict compliance of the relevant and extant instructions of Government of India, GFR issued by Ministry of Finance, Guidelines of CVC and provisions of the Procurement Manual/relevant instructions of the Institute, as applicable to the subject matter.
- 1.2 The bidder represents that it has the expertise to undertake the assignment/contract and also has the capability to deliver efficient and effective advice/services to the Institute under the contract in terms of the RFP.
- 1.3 The bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - (a) The bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Institute, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - (b) The bidder has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Institute or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
 - (c) * The bidder shall disclose the name and address of its agents and representatives including its foreign principals or associates.
 - (d) * The bidder shall disclose the payments to be made by it to agents/brokers or any other intermediary, in connection with this bid/contract.
 - (e) * The bidder has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Institute or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect or any such intercession, facilitation or recommendation.
 - (f) The bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Institute or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - (g) The bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

- (h) The bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

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

- (i) The bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- (j) The bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- (k) If the bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly is a relative of any of the officers of the Institute or alternatively, if any relative of an officer of the Institute has financial interest/stake in the Bidders firm, the same shall be disclosed by the Bidder at the time of filing of tender.
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- (l) The bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Institute.
- (m) The bidders shall disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- (n) The bidder has not entered into any undisclosed agreement or understanding with other bidders with respect of prices, specifications, certifications, subsidiary contracts, etc.

1.4 The bidder undertakes and affirms that it shall take all measures necessary to prevent any possible conflict of interest and in particular commit itself to the following:

- (a) The bidder shall avoid any conflict of interest while discharging contractual obligations and bring, beforehand, any possible instance of conflict of interest to the knowledge of the Institute, while rendering any advice or service.
- (b) The bidder shall act/perform, at all times, in the interest of the Institute and render any advice/service with highest standard of professional integrity.
- (c) The bidder undertakes that in case of its selection as the successful bidder, it shall provide professional, objective, and impartial advice and at all times and shall hold the Institute's interests paramount, without any consideration for future work, and that in providing advice it shall avoid conflicts with other assignments and its own interests.
- (d) The bidder declares/affirms that it has not been hired by the Institute for any assignment that would be in conflict with its prior or current obligations to other employers/buyers, or that may place it in a position of being unable to carry out the assignment/contract in the best interest of the Institute. Without limitation on the generality of the foregoing, the bidder further declares/affirms as set forth below:

- (i) **Conflict between consulting activities and procurement of goods, works or non-consulting services (i.e. services other than consulting services)** - The bidder has not been engaged by the Institute to provide goods, works, or non- consulting services for a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with the bidder. The bidder is fully aware that it shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Further, the bidder is also aware of the fact that in case it has been hired to provide consulting services for the preparation or implementation of a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with the firm, shall be disqualified from subsequently providing goods, works, or services (other than consulting services) resulting from or directly related to the consulting services for such preparation or implementation. This provision does not apply to the various firms (consultants, contractors, or suppliers) which together are performing the

Bidder's obligations under a turnkey or design and build contract.

- (i) **Conflict among consulting assignments** – The bidder understands that neither bidder (including their personnel and sub-consultants), nor any affiliate that directly or indirectly controls, is controlled by, or is under common control with the firm, shall be hired for the assignment that, by its nature, may be in conflict with another assignment of the bidder. As an example, bidders assisting the Institute in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, bidders hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.
- (i) **Relationship with the Institute's staff** – The bidder is aware that the contract may not be awarded to the bidder in case it is observed that it, including its experts and other personnel, and sub-consultants, has/have a close business or family relationship with a professional staff of the Institute (or of the project implementing agency) who are directly or indirectly involved in any part of: (i) the preparation of the TOR for the assignment, (ii) the selection process for the contract; or (iii) the supervision of such contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Institute throughout the selection process and the execution of the contract.
- (iv) **A Bidder shall submit only one proposal either individually or as a joint venture partner in another proposal:** If the bidder, including a joint venture partner, submits or participates in more than one proposal, all such proposals shall be disqualified. This does not, however, preclude a consulting firm to participate as a sub-consultant, or an individual to participate as a team member, in more than one proposal when circumstances justify and if permitted by the RFP.

2. Previous Transgression

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

The bidder agrees that if it makes incorrect statement on this subject, bidder can be disqualified from the tender process or the contract, if already awarded can be terminated for such reason

